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TA/5876

NEGOTIATED AGREEMENT
BETWEEN THE
SUPERINTENDENT OF SCHOOLS

OF THE
OSWEGO CITY SCHOOL DISTRICT

AND

THE OSWEGO CLASSROOM TEACHERS ASSOCIATION

FOR THE SCHOOL YEARS

7/1 2006-2007

2007-2008

2008-2009

2009-2010

2010-2011

6/30

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ADMINISTRATION

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RECOGNITION OF THE OSWEGO CLASSROOM TEACHERS ASSOCIATION

The City of Oswego Board of Education, having determined that the Oswego Classroom Teachers Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel including substitutes (those whose services are required for a period in excess of thirty (30) days in the same assignment) except the Chief Executive Officer, Assistant Superintendents and Administrators, hereby recognizes the Oswego Classroom Teachers Association as the exclusive negotiation agent for the teachers in such unit. Such recognition shall extend until one hundred and twenty days prior to the end of the 2011 fiscal year of the Board of Education and for successive periods of two years thereafter.

The District agrees not to negotiate with any other teacher organization other than the Association for the duration of this Agreement.

PREAMBLE

This agreement is entered into pursuant to the provisions of Article 14 of the Civil Service Law (The Public Employees' Fair Employment Act).

The provisions of this agreement shall be effective as of the first day of July, 2006, unless otherwise indicated. The agreement is made between the Superintendent and the Oswego Classroom Teachers Association and shall extend through June 30, 2011.

ARTICLE I - IMPLEMENTATION OF THE AGREEMENT

- A. This agreement is negotiated under the Public Employees' Fair Employment Act of New York State, in order:
 - 1. To negotiate collectively the conditions of employment provided herein; and
 - 2. To encourage and abet effective and harmonious working relationships between the Board of Education and the Superintendent of Schools, and the Oswego Classroom Teachers Association and the professional staff in order that the cause of public education may be best served in the City School District of Oswego.
- B. The District and the OCTA also recognize the importance of stimulating responsible participation by the professional staff in recommending governing policy, and accordingly agree herein upon a consultative procedure to inform and guide the District in exercising its responsibilities for continuing supervision and ultimate decision. The Association recognizes that the District retains the right and authority to manage the business of the District, including but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of

educational service it shall provide within lawful limitations; to hire, layoff, assign and promote employees; to determine the number of teaching and non-teaching staff; to make teaching assignments and determine class size; to determine the method of operation of the cafeteria; to establish bussing procedures and requirements; to determine whether or not to subcontract; to determine the number and duties of non-teaching personnel; to discontinue or consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this agreement. The Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the School District and its professional staff under governing law, rules and regulations - local, state or federal.

- C. With respect to matters not covered in this Agreement, the District will consult and negotiate with the Association prior to making any changes in a policy or enacting a new policy which would normally be classified as within the area of salaries, or other terms or conditions of employment. Nothing in the foregoing shall be deemed to require the District to consult or negotiate with the Association on matters which are held by the appropriate authority to be exclusively for determination by the appropriate legislative body.
- D. The District and the OCTA accept the provisions of this agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.
- E. Subject to the provisions of the Fair Employment Act and all other applicable laws, the District agrees not to negotiate with any Teachers organizations other than the OCTA for the duration of this agreement, except that if the OCTA pursuant to law shall lose its representative status, this agreement shall become null, void and of no effect.
- F. The negotiating teams of each party shall not exceed fourteen (14) in number inclusive of observers. Neither party in any negotiation shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Board of Education and the OCTA, the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations, subject to final ratification of the OCTA and the Board. Such ratification will not be sought by either party until agreement has been reached on final, formal language for all parts of the contract. Should final, formal language not be reached within five (5) business days of tentative agreement, the parties shall proceed to ratification.
- G. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect for the duration of this Agreement until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may arise of vital mutual concern to the parties which have not been fully or adequately negotiated

between them; the parties accordingly will, if they mutually agree, cooperate in arranging meetings, selecting representatives for discussion, furnishing legally permissible necessary information, and otherwise constructively considering and resolving any such matters.

- H. Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changed pre-existing policy, rules or regulations of the Board shall operate retroactively unless expressly so stated, but nothing in this Agreement would permit establishing policy by other than the Board of Education.
- I. Copies of this Agreement shall be printed at the expense of the Board and provided to all teachers now employed or hereafter employed by the Board within a reasonable time. In addition, the Board will provide the OCTA with forty (40) copies of each newly negotiated OCTA Agreement for its own use and will be responsible for providing newly hired teachers with a copy of the current agreement.
- J. No member of the OCTA shall cause, instigate, encourage or condone a strike.
- K. Requests for meetings (other than those dealing with contract negotiations) shall be directed by the President of the OCTA, in writing, stating the subject to be discussed to the Superintendent and the Board of Education of The City School District of Oswego. Within ten days of the receipt of such request, Sundays, legal and school holidays excepted, the chief legal officer shall schedule a meeting with the Board of Education. The Superintendent shall notify the President of the OCTA of the meeting with the Board of Education or its representatives to be held within ten days of receipt of request.

ARTICLE II - GRIEVANCE PROCEDURE

A. Statement of Policy

It is the desire of the District and the OCTA to establish and adopt those policies and regulations which will preserve and improve harmonious relationships between the continued: teachers and the District and thus contribute to a more effective discharge of the basic responsibility to provide an effective and efficient educational program.

B. Definitions

- 1. Professional employee shall mean a person whose position requires certification by the State Education Department.
- 2. Representative shall mean a person designated by the aggrieved employee as his/her counsel or to act in his/her behalf.

3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement or existing Board policies relating to salaries, hours and working conditions of the teachers, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or rules or regulation having the force or effect of law or (2) the Board is without authority to act.

C. General Principles

1. In any and all stages of grievance procedure an employee shall be entitled to a representative of his/her own choice. This need not be an attorney.
2. The presentation of grievances by an employee in accordance with these procedures shall be free from coercion, interference, restraint, discrimination, penalty or reprisal.
3. All parties concerned in a grievance procedure shall have the right to access, at reasonable times, all lawfully available written statements and records pertaining to the case.
4. Hearings shall be confidential and take place outside of school hours.

D. Procedures:

1. First Stage

The professional employee shall informally confer with his/her immediate supervisor. A grievance shall be deemed waived unless it is submitted informally in the aforesaid manner within twenty (20) working days of the date the employee knew of the occurrence giving rise to the grievance or within twenty (20) working days of the date the OCTA knew or became aware of the alleged grievance, whichever occurs later but in no event later than fifty (50) working days after the occurrence giving rise to the grievance. During this conference, if the issue remains unresolved, it shall be incumbent upon the professional employee to state that this is the first stage conference of the grievance procedure. Failing to gain satisfactory resolution of his/her grievance, the employee or the OCTA shall then submit in writing his/her grievance to his/her supervisor within the time periods described above. This person shall respond to the professional employee in writing, within not more than five working days of his/her receipt of the grievance. A copy of this reply shall be filed with the Superintendent of Schools, not more than one day after its issuance.

2. Second Stage

If the grievance is not satisfactorily resolved, the professional employee may request, in writing, not later than ten calendar days after the date of receipt of the first stage reply, a review of the determination by the Superintendent of Schools. The Superintendent of

Schools shall make a written determination within ten school days of receipt of the request and immediately communicate, in writing, that determination to the employee and his/her immediate superior.

3. Third Stage

If the grievance is still unresolved, the professional employee may appeal, in writing, to the Board of Education not more than ten school days after the receipt of the response from the Superintendent of Schools. The Board of Education shall take all the necessary steps and actions and render a decision not later than thirty calendar days after the date of the filing of the appeal.

4. Fourth Stage (Arbitration)

If the grievance remains unresolved after the Third Stage decision, the Association may, within twenty (20) school days of the Third Stage decision, submit the grievance, in writing, to one of the permanent arbitrators on a rotating basis. Permanent arbitrators for the duration of the agreement are: Robert Rabin, Ronald Kowalski, and Mona Miller. If all of the permanent arbitrators are unavailable to conduct a hearing within sixty (60) days of the above submission, the Association may file the grievance with the American Arbitration Association in accordance with its Voluntary Arbitration Rules subject to the following limitations:

- (a) If the grievance involves a claimed violation of an express provision of this agreement, the award of the arbitrator shall be final and binding, with the exception of grievances relating to alleged violations of:

Article I-G (2nd sentence); Article III-C. and F.; Article IV-E.(2) and (3) and F.; Article VI-G.3; Article VI-U; Article VII - 1st introductory paragraph; Article VIII-A (1 & 2). (Class Size), D(4)., F., G., H., I., J., K.,; Article IXA.(1-d), (3), (4), B.(1 and 2), and E.; Article XI-A.(3), B.(2), (3), (6); Article XIII-C., D., E., F., and G.; and any Article or Section which by its very terms contains an a exclusion of the binding arbitration process.

With respect to the exceptions enumerated above, and to grievances not involving claimed violations of an express provision of this agreement, the award of the arbitration shall be advisory only and final action will be taken by the Board.

- (b) The parties agree to meet for the purposes of discussing (and, if possible, reaching) a mutually acceptable settlement should either party make such a request between the time the matter is submitted to arbitration and the commencement of the hearing.

- (c) The fees and expenses of the arbitrator shall be shared equally by the parties.
- (d) The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement; nor to render any decision which conflicts with a law, regulation, directive, or other obligation upon the District; nor to imply any obligation upon the District which is not specifically set forth in this agreement.
- (e) If the grievance was not raised, reduced to writing, filed and appealed to subsequent stages in accordance with the time limits provided in Section D above, which time limits may be extended only upon the written consent of the Superintendent, the grievance will be deemed waived and there shall be no right to arbitration. Should the District or Board not adhere to the time limits set forth in D above, the Association may proceed to the following stage.

ARTICLE III - ASSOCIATION RIGHTS

- A. After the close of the school day, the OCTA shall have the right to use designated areas in school buildings for meetings of teachers. The use of such designated areas shall be arranged with the principal at least one school day in advance. All requests for building use shall conform to Board of Education Rules and Regulations provided, however, that there shall be no cost to the OCTA for such meetings if held during regular working hours of the custodial staff.
- B. The OCTA may distribute materials dealing with the business of the OCTA through teachers' mail boxes with the approval of the principal which shall not be unreasonably withheld.
- C. The Superintendent shall comply with any reasonable request by the OCTA for legally available information possessed by the District which is relevant to the processing of any grievance by the OCTA or to the negotiation by the OCTA and the District of any condition of employment.
- D. OCTA shall be provided with a copy of the official agenda of each regular Board of Education meeting prior to each meeting. OCTA shall be provided with copies of the official minutes of each regular Board of Education meeting as soon as possible after the approval of the said minutes by the Board of Education. The copy of the official agenda shall include enclosures on matters deemed to be pertinent to the OCTA by the Board of Education. The District will provide the OCTA with routine Board Transmittals with the exception of personnel matters, negotiations information or internal working papers, reports or documents.

- E. The Board of Education agrees to deduct from the salaries of its employees, dues for the OCTA and its affiliates as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the OCTA per Article XIII (A-2). The deduction shall be on a continuing basis unless otherwise requested by the individual.
- F. The President of the OCTA or his/her designee, by special arrangement with the Superintendent, may be granted necessary time for business which cannot be conducted outside of school hours. Guidelines for the request and use of such time are to be developed by the Superintendent in consultation with the President of the OCTA.
- G. The Association President or his/her designee shall be granted five (5) leave days with pay per school year to conduct Association business in addition to any days provided by Section F above. The Association shall be responsible for compensating the cost for substitute teachers. The Superintendent may grant additional such days with or without pay and with or without compensation for substitute teacher services.
- H. The President of the OCTA shall be released from one (1) teaching assignment per day, which shall be defined as forty (40) minutes of instructional time, or its equivalent, to conduct business of the Association.
- I. AGENCY FEE: The District shall deduct from the salary of each bargaining unit member who is not a member of the Association a service fee each pay period as a contribution toward the administration and representation of this agreement for such employee. The service charge, which shall be payable and forwarded to the Association, shall be an amount equal to the Association's regular dues.

ARTICLE IV -TEACHER RIGHTS

A. No Discrimination Clause

In accordance with the laws of the United States, and the State of New York and the established policies and practices of the Board of Education and the OCTA, there shall be no discrimination against any teacher on the basis of race, religion, creed, color, age, sex, sexual orientation, national origin, marital status, disability, membership or participation in or association with the activities of the OCTA or other professional organizations, veteran status, or past arrests or convictions except as allowed by law.

Any benefit provided to or for spouses of OCTA members under the terms and conditions of this collective bargaining agreement and/or District policy shall only be extended to individuals recognized as the member's lawful spouse under the laws of the State of New York.

B. Privacy of Disciplinary Interviews and Reprimands

All disciplinary interviews and reprimands of teachers by supervisors or school administrators will be considered and conducted in private.

C. Teacher Personnel Files

Official teacher files shall be maintained under the following circumstances:

1. No materials, excluding references and information obtained in the process of evaluating the teacher for employment, shall be placed in any files, unless the teacher has been given the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
2. The teacher shall have the right within four weeks to answer any material filed and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy, with a notation of such review thereon.
3. Upon request in writing by the teacher, he/she and his/her representative shall be given complete access to his/her files in the presence of the Superintendent or his designee. This request shall be approved, subject to restrictions in paragraph C-1 above, within five days of application by the teacher.
4. The teacher, upon written request, shall be furnished a true reproduction of any material in his/her files, excluding those documents obtained in the initial process of evaluating the teacher for employment.

D. Physical Examinations (Teachers):

1. All new employees shall have a physical examination by the district's medical service provider (at district expense) at prearranged times or by the physician of the teacher's choice (at teacher's expense) prior to the first day of work. All other employees who have used ten (10) or more days of sick leave during the previous year or current year may be required to be examined as described above. The results of the examination and the recommendations of the physician shall become the mutual concern of the teacher and of the District in determining whether the teacher's health warrants his/her continuing on the job.
2. A teacher who fails to take the examination when required may be excluded from his/her position until he/she submits to the examination.

E. Teacher Appointment and Certification:

1. Each teacher not certified in the area of present teaching shall be notified by May 1 of each year if he or she must meet certain minimum requirements to continue

to be employed as a teacher under the New York State law governing certification of teachers.

2. The District will attempt to obtain substitute teachers who are certified and who hold degrees and will attempt to assign them to their respective areas of certification.
3. The Board will attempt to employ only certified personnel in any professional capacity, unless, after exhaustive search, certified personnel are not available. Exhaustive search may include such activities as advertising in professional journals, listings with employment agencies and placement offices, and commercial newspapers.

F. Faculty Involvement in Recruitment and Orientation of Professional Staff

The faculty shall be involved in planning for recruitment and orientation of professional staff, and in developing recommendations regarding appointment and evaluation of staff. This shall be accomplished by the formation of a committee with equal numbers elected by the faculty and appointed by the Superintendent.

G. Committee on Inservice Programs:

The Board and the OCTA will appoint an equal number of members to a committee to develop recommendations for Inservice Programs for the purpose of providing teachers a greater opportunity to participate in the planning of inservice education courses and to assist in expanding District sponsored and authorized inservice opportunities to fulfill the requirements as set forth in Sections Q and V of Article VI.

H. Conferences with Administrators:

1. If a conference with any District or Building Administrator is to be of an evaluative or disciplinary nature, a teacher shall have the right to have a representative present. As many representatives of the teacher may be present as there are administrators present.
2. The administrator(s) requesting such a conference shall notify the teacher in writing at least three (3) calendar days prior to the conference of the following:
 - (a) The nature of the conference.
 - (b) The names of all administrators who shall be present.

The three (3) day notice requirement shall not be applicable to the evaluation conferences following observations that are provided for in Article IX, Section C (3-4).

3. Advance notice requirement for the conference will not be applicable when an immediate disciplinary action is needed.

I. Excessed Teachers:

1. When positions are excessed, teachers shall have all rights and privileges currently afforded under the law.
2. Teachers shall be placed on a preferred hiring list for a period of seven (7) years in any area for which they are certified. Excessed teachers shall be placed on a preferred hiring list within one (1) calendar year of excessing, if during that time they acquire additional certification. Excessed teachers who return to the District under the provisions of this paragraph (2) shall be granted one year's salary credit for every year of verified teaching experience for the purpose of vertical step placement on the Teacher's Salary Schedule. It is understood that if a teacher is placed on a preferred hiring list for any area in which (s)he is certified, but which is not within the tenure area of his/her prior service, such teacher shall begin a new probationary period at time of recall.
3. Additional contract language regarding excessed teachers can be found in Article IX-E.

ARTICLE V - JUST CAUSE

A. Effective Date of Article

The provisions of this Article became effective July 1, 1976.

B. Tenured Teachers

1. No teacher having tenure with the District will be disciplined (e. g. formal disciplinary materials placed in a teacher's personnel file), discharged, suspended, or will have adverse material placed in his/her personnel file, without just cause. This shall not apply to personal oral admonitions or the content of written evaluations. Elimination or abolishment of positions shall not constitute a discharge within the meaning of this Article.
2. A tenured teacher claiming a violation of this section may have his or her claim treated as a grievance and processed in accordance with the provisions of Article II of this Agreement, including binding arbitration pursuant to that Article. It is understood that a tenured teacher electing this option must file a written waiver of any other hearing, court proceeding, or related rights under the Education Law or other applicable New York State or Federal law.

C. Non-Tenured Teachers

1. Except as otherwise limited by this contract, it is understood that the Board shall retain as allowed by law sole and exclusive discretion to determine whether a non-tenured teacher will be terminated not less than ninety (90) calendar days prior to the end of the second full year of employment. In such cases, the non-tenured teacher may not utilize binding arbitration to raise any questions concerning termination under the just cause provisions of this Article.
2. A non-tenured teacher who is notified less than ninety (90) calendar days prior to the end of the second full year of employment that he/she is not being recommended for tenure, or that he/she is being denied continued employment, may opt to be governed by the following procedures and conditions:
 - (a) Upon written request the teacher shall be furnished with a statement giving the reasons for the recommendation or the discontinuance of employment.
 - (b) Within ten (10) calendar days of receipt of the recommendation or the notification of discontinuance of employment, the teacher may, in writing, request a hearing before the Board, which hearing shall be held within thirty (30) calendar days of the request. An official record of the hearing shall be maintained at the joint expense of the Board and the Association. The teacher or his/her representative shall have the right to call witnesses and to present evidence on his/her own behalf and to cross-examine witnesses appearing on behalf of the District. The decision of the Board must be rendered within ten (10) calendar days from the close of the hearing.
 - (c) Within ten (10) calendar days of the issuance of the Board's decision the Association may submit in writing the matter to the American Arbitration Association (copy to the Superintendent). The arbitrator shall not have the authority to award tenure by direction or indirection to the teacher. The arbitrator shall be limited to reviewing the specific question of whether the decision was arbitrary and capricious and the burden of proof shall rest with the party requesting arbitration.

ARTICLE VI - TEACHER SALARIES

A. Teacher Salary Schedule 2006-07 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 2006/07 school year shall receive a 4.00% increase above their 2005/06 salary for the 2006/07 school year. The increase shall be exclusive of any horizontal movement.

2. Any teacher employed at the beginning of the 2006/07 school year shall be minimally placed on step 3 of the appropriate salary column.

B. Teacher Salary Schedule 2007-08 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 2007/08 school year shall receive a 4.00% increase above their 2006/07 salary for the 2007/08 school year. The increase shall be exclusive of any horizontal movement.
2. Any teacher employed at the beginning of the 2007/08 school year shall be minimally placed on step 3 of the appropriate salary column.

C. Teacher Salary Schedule 2008-09 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 2008/09 school year shall receive a 4.00% increase above their 2007/08 salary for the 2008/09 school year. The increase shall be exclusive of any horizontal movement.
2. Any teacher employed at the beginning of the 2008/09 school year shall be minimally placed on step 3 of the appropriate salary column.

D. Teacher Salary Schedule 2009-10 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 2009/10 school year shall receive a 4.00% increase above their 2008/09 salary for the 2009/10 school year. The increase shall be exclusive of any horizontal movement.
2. Any teacher employed at the beginning of the 2009/10 school year shall be minimally placed on step 3 of the appropriate salary column.

E. Teacher Salary Schedule 2010-11 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 2010/11 school year shall receive a 4.00% increase above their 2009/10 salary for the 2010/11 school year. The increase shall be exclusive of any horizontal movement.
2. Any teacher employed at the beginning of the 2010/11 school year shall be minimally placed on step 3 of the appropriate salary column.

F. Longevity Salary Credit

1. At the start of their 16th year of credited teaching service, teachers shall receive \$400 longevity salary credit for the 2006-07 school year, and \$416 longevity salary credit for the 2007-08 school year, \$433 longevity salary credit for the 2008-09 school year, \$450 longevity salary credit for the 2009-10 school year, \$468 longevity salary credit for the 2010-11 school year. This credit shall become a permanent part of their annual salary. Credited teaching service will be as verified by the New York State Teachers' Retirement System.
2. At the start of their 21st year of credited teaching service, teachers shall receive \$550 longevity salary credit for the 2006-07 school year, and \$572 longevity salary credit for the 2007-08 school year, \$595 longevity salary credit for the 2008-09 school year, \$619 longevity salary credit for the 2009-10 school year, \$643 longevity salary credit for the 2010-11 school year. This credit shall become a permanent part of their annual salary. Credited teaching service will be as verified by the New York State Teachers' Retirement System.
3. At the start of their 26th year of credited teaching service, teachers shall receive \$700 longevity salary credit for the 2006-07 school year, and \$728 longevity salary credit for the 2007-08 school year, \$757 longevity salary credit for the 2008-09 school year, \$787 longevity salary credit for the 2009-10 school year, \$819 longevity salary credit for the 2010-11 school year. This credit shall become a permanent part of their annual salary. Credited teaching service will be as verified by the New York State Teachers' Retirement System.
4. The individual teacher shall be responsible for submission of a statement detailing years of "credited teaching service," in order to be eligible to receive said longevity salary credit. This statement should be submitted on or before March 15 of any given year prior to the commencement of the school year in which the salary credit is to commence but in no event later than sixty (60) days prior to the date on which the teacher is eligible for the salary credit. The statement shall include verification as to years of credited service as provided by the New York State Teachers' Retirement System.

2006/07 TEACHER SALARY SCHEDULE

STEP	BS	BS+3	BS+6	BS+9	BS+12	BS+15	BS+18	BS+21	BS+24	BS+27	BS+30
3	43,462	43,831	44,197	44,564	44,939	45,304	45,670	46,038	46,412	46,781	47,145
4	43,912	44,281	44,647	45,014	45,389	45,754	46,120	46,488	46,862	47,231	47,595
5	44,380	44,749	45,115	45,482	45,857	46,222	46,588	46,956	47,330	47,699	48,063
6	44,860	45,229	45,595	45,962	46,336	46,702	47,068	47,436	47,810	48,179	48,543
7	45,352	45,721	46,087	46,454	46,828	47,194	47,560	47,928	48,302	48,671	49,035
8	45,844	46,213	46,579	46,946	47,320	47,686	48,052	48,420	48,793	49,163	49,527
9	46,336	46,705	47,071	47,438	47,812	48,178	48,544	48,912	49,285	49,655	50,019
10	46,828	47,197	47,563	47,930	48,304	48,670	49,036	49,404	49,777	50,147	50,511
11	47,320	47,689	48,055	48,422	48,796	49,162	49,528	49,896	50,269	50,639	51,003
12	47,813	48,183	48,547	48,915	49,291	49,655	50,020	50,389	50,763	51,131	51,496
13	48,330	48,701	49,065	49,432	49,807	50,172	50,538	50,905	51,280	51,649	52,012
14											52,554

STEP	BS+33	BS+36	BS+39	BS+42	BS+45	BS+48	BS+51	BS+54	BS+57	BS+60	BS+63
3	47,531	47,889	48,254	48,622	48,988	49,364	49,732	50,095	50,465	50,831	51,200
4	47,981	48,339	48,704	49,072	49,438	49,814	50,182	50,545	50,915	51,281	51,650
5	48,449	48,807	49,172	49,540	49,906	50,282	50,650	51,013	51,383	51,749	52,118
6	48,929	49,287	49,652	50,020	50,385	50,761	51,129	51,493	51,863	52,229	52,598
7	49,421	49,779	50,144	50,512	50,877	51,253	51,621	51,985	52,355	52,721	53,090
8	49,913	50,271	50,636	51,004	51,369	51,745	52,113	52,477	52,847	53,213	53,582
9	50,405	50,763	51,128	51,496	51,861	52,237	52,605	52,969	53,339	53,705	54,074
10	50,897	51,255	51,620	51,988	52,353	52,729	53,097	53,461	53,831	54,197	54,566
11	51,389	51,747	52,112	52,480	52,845	53,221	53,589	53,953	54,323	54,689	55,058
12	51,883	52,239	52,604	52,972	53,339	53,713	54,081	54,447	54,817	55,182	55,552
13	52,398	52,757	53,121	53,489	53,856	54,230	54,610	54,964	55,334	55,700	56,068
14	52,941	53,299	53,663	54,031	54,396	54,772	55,141	55,504	55,875	56,241	56,610

STEP	BS+66	BS+69	BS+72	BS+75	BS+78	BS+81	BS+84	BS+87	BS+90
3	51,570	51,937	52,306	52,676	53,044	53,413	53,780	54,149	54,519
4	52,020	52,387	52,756	53,126	53,494	53,863	54,230	54,599	54,969
5	52,488	52,855	53,224	53,594	53,962	54,331	54,698	55,067	55,437
6	52,968	53,335	53,704	54,073	54,441	54,810	55,177	55,546	55,917
7	53,460	53,827	54,196	54,565	54,933	55,302	55,669	56,038	56,409
8	53,952	54,319	54,688	55,057	55,425	55,794	56,161	56,530	56,901
9	54,444	54,811	55,180	55,549	55,917	56,286	56,653	57,022	57,393
10	54,936	55,303	55,672	56,041	56,409	56,778	57,145	57,514	57,885
11	55,428	55,795	56,164	56,533	56,901	57,270	57,637	58,006	58,377
12	55,923	56,289	56,656	57,025	57,395	57,763	58,131	58,500	58,870
13	56,438	56,806	57,173	57,542	57,912	58,280	58,648	59,017	59,387
14	56,979	57,348	57,714	58,084	58,455	58,821	59,189	59,559	59,928

2007/08 TEACHER SALARY SCHEDULE

STEP	BS	BS+3	BS+6	BS+9	BS+12	BS+15	BS+18	BS+21	BS+24	BS+27	BS+30
3	44,751	45,134	45,515	45,896	46,286	46,666	47,047	47,430	47,818	48,202	48,581
4	45,201	45,584	45,965	46,346	46,736	47,116	47,497	47,880	48,268	48,652	49,031
5	45,669	46,052	46,433	46,814	47,204	47,584	47,965	48,348	48,736	49,120	49,499
6	46,155	46,539	46,920	47,301	47,691	48,071	48,452	48,834	49,223	49,607	49,986
7	46,654	47,038	47,419	47,800	48,190	48,570	48,951	49,333	49,722	50,106	50,485
8	47,166	47,550	47,930	48,312	48,702	49,082	49,462	49,845	50,234	50,617	50,997
9	47,678	48,062	48,442	48,823	49,213	49,594	49,974	50,357	50,745	51,129	51,508
10	48,189	48,573	48,954	49,335	49,725	50,105	50,486	50,868	51,257	51,641	52,020
11	48,701	49,085	49,465	49,847	50,237	50,617	50,997	51,380	51,769	52,152	52,532
12	49,213	49,597	49,977	50,358	50,748	51,129	51,509	51,892	52,280	52,664	53,043
13	49,726	50,111	50,489	50,871	51,262	51,642	52,021	52,405	52,793	53,176	53,556
14											54,093

STEP	BS+33	BS+36	BS+39	BS+42	BS+45	BS+48	BS+51	BS+54	BS+57	BS+60	BS+63
3	48,983	49,355	49,734	50,117	50,497	50,888	51,271	51,649	52,034	52,414	52,798
4	49,433	49,805	50,184	50,567	50,947	51,338	51,721	52,099	52,484	52,864	53,248
5	49,901	50,273	50,652	51,035	51,415	51,806	52,189	52,567	52,952	53,332	53,716
6	50,387	50,760	51,139	51,522	51,902	52,293	52,676	53,054	53,439	53,819	54,203
7	50,886	51,259	51,638	52,021	52,401	52,792	53,175	53,553	53,938	54,318	54,702
8	51,398	51,770	52,149	52,532	52,913	53,304	53,686	54,064	54,449	54,830	55,214
9	51,910	52,282	52,661	53,044	53,424	53,815	54,198	54,576	54,961	55,341	55,725
10	52,421	52,794	53,173	53,556	53,936	54,327	54,710	55,088	55,473	55,853	56,237
11	52,933	53,305	53,684	54,067	54,448	54,838	55,221	55,599	55,984	56,365	56,749
12	53,445	53,817	54,196	54,579	54,959	55,350	55,733	56,111	56,496	56,876	57,260
13	53,958	54,329	54,708	55,091	55,472	55,862	56,245	56,625	57,010	57,389	57,774
14	54,494	54,868	55,246	55,628	56,010	56,400	56,794	57,163	57,548	57,928	58,311

STEP	BS+66	BS+69	BS+72	BS+75	BS+78	BS+81	BS+84	BS+87	BS+90
3	53,183	53,565	53,949	54,333	54,715	55,099	55,481	55,865	56,250
4	53,633	54,015	54,399	54,783	55,165	55,549	55,931	56,315	56,700
5	54,101	54,483	54,867	55,251	55,633	56,017	56,399	56,783	57,168
6	54,588	54,969	55,353	55,737	56,120	56,504	56,885	57,269	57,654
7	55,087	55,469	55,852	56,236	56,619	57,003	57,384	57,768	58,153
8	55,599	55,980	56,364	56,748	57,131	57,515	57,896	58,280	58,665
9	56,110	56,492	56,876	57,260	57,642	58,026	58,408	58,792	59,177
10	56,622	57,003	57,387	57,771	58,154	58,538	58,919	59,303	59,688
11	57,134	57,515	57,899	58,283	58,666	59,050	59,431	59,815	60,200
12	57,645	58,027	58,411	58,795	59,177	59,561	59,943	60,327	60,712
13	58,159	58,541	58,923	59,306	59,690	60,073	60,456	60,840	61,225
14	58,696	59,079	59,460	59,844	60,228	60,611	60,993	61,377	61,762

2008/09 TEACHER SALARY SCHEDULE

STEP	BS	BS+3	BS+6	BS+9	BS+12	BS+15	BS+18	BS+21	BS+24	BS+27	BS+30
3	46,091	46,490	46,885	47,282	47,688	48,083	48,479	48,877	49,281	49,680	50,074
4	46,541	46,940	47,335	47,732	48,138	48,533	48,929	49,327	49,731	50,130	50,524
5	47,009	47,408	47,803	48,200	48,606	49,001	49,397	49,795	50,199	50,598	50,992
6	47,495	47,895	48,290	48,687	49,092	49,488	49,883	50,281	50,686	51,085	51,479
7	48,001	48,401	48,796	49,193	49,598	49,994	50,390	50,788	51,192	51,591	51,985
8	48,520	48,920	49,315	49,712	50,117	50,513	50,909	51,307	51,711	52,110	52,504
9	49,053	49,452	49,847	50,244	50,650	51,045	51,441	51,839	52,243	52,642	53,037
10	49,585	49,984	50,380	50,776	51,182	51,577	51,973	52,371	52,775	53,174	53,569
11	50,117	50,516	50,912	51,308	51,714	52,109	52,505	52,903	53,307	53,706	54,101
12	50,649	51,048	51,444	51,841	52,246	52,642	53,037	53,435	53,839	54,239	54,633
13	51,181	51,580	51,976	52,373	52,778	53,174	53,569	53,967	54,371	54,771	55,165
14											55,699

STEP	BS+33	BS+36	BS+39	BS+42	BS+45	BS+48	BS+51	BS+54	BS+57	BS+60	BS+63
3	50,492	50,879	51,273	51,671	52,067	52,474	52,872	53,265	53,665	54,061	54,460
4	50,942	51,329	51,723	52,121	52,517	52,924	53,322	53,715	54,115	54,511	54,910
5	51,410	51,797	52,191	52,589	52,985	53,392	53,790	54,183	54,583	54,979	55,378
6	51,897	52,284	52,678	53,076	53,472	53,878	54,276	54,670	55,070	55,466	55,865
7	52,403	52,790	53,184	53,582	53,978	54,385	54,783	55,176	55,576	55,972	56,371
8	52,922	53,309	53,703	54,101	54,497	54,904	55,302	55,695	56,095	56,491	56,890
9	53,454	53,841	54,235	54,633	55,029	55,436	55,834	56,227	56,627	57,023	57,422
10	53,986	54,373	54,768	55,166	55,561	55,968	56,366	56,759	57,159	57,555	57,954
11	54,518	54,905	55,300	55,698	56,093	56,500	56,898	57,291	57,692	58,087	58,486
12	55,050	55,437	55,832	56,230	56,625	57,032	57,430	57,823	58,224	58,619	59,018
13	55,583	55,970	56,364	56,762	57,158	57,564	57,962	58,355	58,756	59,151	59,551
14	56,116	56,502	56,896	57,294	57,691	58,096	58,495	58,890	59,291	59,685	60,085

STEP	BS+66	BS+69	BS+72	BS+75	BS+78	BS+81	BS+84	BS+87	BS+90
3	54,861	55,257	55,657	56,056	56,454	56,853	57,250	57,649	58,050
4	55,311	55,707	56,107	56,506	56,904	57,303	57,700	58,099	58,500
5	55,779	56,175	56,575	56,974	57,372	57,771	58,168	58,567	58,968
6	56,265	56,662	57,061	57,461	57,859	58,258	58,655	59,054	59,454
7	56,771	57,168	57,568	57,967	58,365	58,764	59,161	59,560	59,961
8	57,290	57,687	58,087	58,486	58,884	59,283	59,680	60,079	60,480
9	57,823	58,219	58,619	59,018	59,416	59,815	60,212	60,611	61,012
10	58,355	58,752	59,151	59,550	59,948	60,347	60,744	61,143	61,544
11	58,887	59,284	59,683	60,082	60,480	60,879	61,276	61,675	62,076
12	59,419	59,816	60,215	60,614	61,012	61,412	61,808	62,208	62,608
13	59,951	60,348	60,747	61,146	61,544	61,944	62,340	62,740	63,140
14	60,486	60,883	61,279	61,679	62,078	62,476	62,874	63,273	63,674

2009/10 TEACHER SALARY SCHEDULE

STEP	BS	BS+3	BS+6	BS+9	BS+12	BS+15	BS+18	BS+21	BS+24	BS+27	BS+30
3	47,484	47,899	48,311	48,724	49,145	49,556	49,968	50,382	50,802	51,217	51,627
4	47,934	48,349	48,761	49,174	49,595	50,006	50,418	50,832	51,252	51,667	52,077
5	48,402	48,817	49,229	49,642	50,063	50,474	50,886	51,300	51,720	52,135	52,545
6	48,889	49,304	49,716	50,128	50,550	50,961	51,373	51,787	52,207	52,622	53,032
7	49,395	49,810	50,222	50,634	51,056	51,467	51,879	52,293	52,713	53,128	53,538
8	49,922	50,337	50,748	51,161	51,582	51,994	52,405	52,819	53,239	53,655	54,065
9	50,461	50,877	51,288	51,701	52,122	52,534	52,945	53,359	53,779	54,194	54,605
10	51,015	51,430	51,841	52,254	52,676	53,087	53,498	53,912	54,333	54,748	55,158
11	51,568	51,983	52,395	52,807	53,229	53,640	54,052	54,466	54,886	55,301	55,711
12	52,122	52,537	52,948	53,361	53,782	54,194	54,605	55,019	55,439	55,855	56,265
13	52,675	53,090	53,502	53,914	54,336	54,747	55,159	55,573	55,993	56,408	56,818
14											57,372

STEP	BS+33	BS+36	BS+39	BS+42	BS+45	BS+48	BS+51	BS+54	BS+57	BS+60	BS+63
3	52,062	52,464	52,874	53,288	53,700	54,123	54,537	54,945	55,362	55,773	56,188
4	52,512	52,914	53,324	53,738	54,150	54,573	54,987	55,395	55,812	56,223	56,638
5	52,980	53,382	53,792	54,206	54,618	55,041	55,455	55,863	56,280	56,691	57,106
6	53,466	53,869	54,279	54,693	55,104	55,527	55,941	56,350	56,767	57,178	57,593
7	53,973	54,375	54,785	55,199	55,611	56,033	56,447	56,856	57,273	57,684	58,099
8	54,499	54,902	55,312	55,726	56,137	56,560	56,974	57,383	57,799	58,211	58,626
9	55,039	55,441	55,851	56,265	56,677	57,100	57,514	57,922	58,339	58,750	59,166
10	55,592	55,995	56,405	56,819	57,230	57,653	58,067	58,476	58,892	59,304	59,719
11	56,146	56,548	56,958	57,372	57,784	58,206	58,620	59,029	59,446	59,857	60,272
12	56,699	57,102	57,512	57,926	58,337	58,760	59,174	59,583	59,999	60,411	60,826
13	57,252	57,655	58,065	58,479	58,890	59,313	59,727	60,136	60,553	60,964	61,379
14	57,806	58,208	58,619	59,032	59,444	59,867	60,281	60,690	61,106	61,517	61,933

STEP	BS+66	BS+69	BS+72	BS+75	BS+78	BS+81	BS+84	BS+87	BS+90
3	56,605	57,018	57,433	57,848	58,262	58,677	59,090	59,505	59,922
4	57,055	57,468	57,883	58,298	58,712	59,127	59,540	59,955	60,372
5	57,523	57,936	58,351	58,766	59,180	59,595	60,008	60,423	60,840
6	58,010	58,422	58,838	59,253	59,667	60,082	60,495	60,910	61,326
7	58,516	58,929	59,344	59,759	60,173	60,588	61,001	61,416	61,833
8	59,042	59,455	59,870	60,285	60,699	61,115	61,527	61,942	62,359
9	59,582	59,995	60,410	60,825	61,239	61,654	62,067	62,482	62,899
10	60,135	60,548	60,963	61,379	61,793	62,208	62,620	63,036	63,452
11	60,689	61,102	61,517	61,932	62,346	62,761	63,174	63,589	64,006
12	61,242	61,655	62,070	62,485	62,899	63,315	63,727	64,142	64,559
13	61,796	62,208	62,624	63,039	63,453	63,868	64,281	64,696	65,112
14	62,349	62,762	63,177	63,592	64,006	64,421	64,834	65,249	65,666

2010/2011 TEACHER SALARY SCHEDULE

STEP	BS	BS+3	BS+6	BS+9	BS+12	BS+15	BS+18	BS+21	BS+24	BS+27	BS+30
3	48,934	49,365	49,793	50,222	50,661	51,089	51,517	51,947	52,384	52,816	53,243
4	49,384	49,815	50,243	50,672	51,111	51,539	51,967	52,397	52,834	53,266	53,693
5	49,852	50,283	50,711	51,140	51,579	52,007	52,435	52,865	53,302	53,734	54,161
6	50,338	50,770	51,198	51,627	52,066	52,493	52,921	53,352	53,789	54,221	54,647
7	50,844	51,276	51,704	52,133	52,572	53,000	53,428	53,858	54,295	54,727	55,153
8	51,371	51,803	52,231	52,660	53,098	53,526	53,954	54,384	54,822	55,253	55,680
9	51,918	52,350	52,778	53,207	53,646	54,074	54,501	54,932	55,369	55,801	56,227
10	52,480	52,912	53,339	53,769	54,207	54,635	55,063	55,493	55,930	56,362	56,789
11	53,055	53,487	53,915	54,344	54,783	55,210	55,638	56,069	56,506	56,938	57,364
12	53,631	54,063	54,491	54,920	55,358	55,786	56,214	56,644	57,081	57,513	57,940
13	54,206	54,638	55,066	55,495	55,934	56,362	56,789	57,220	57,657	58,089	58,515
14											59,091

STEP	BS+33	BS+36	BS+39	BS+42	BS+45	BS+48	BS+51	BS+54	BS+57	BS+60	BS+63
3	53,694	54,113	54,539	54,970	55,398	55,837	56,268	56,693	57,126	57,554	57,986
4	54,144	54,563	54,989	55,420	55,848	56,287	56,718	57,143	57,576	58,004	58,436
5	54,612	55,031	55,457	55,888	56,316	56,755	57,186	57,611	58,044	58,472	58,904
6	55,099	55,518	55,944	56,375	56,802	57,242	57,673	58,098	58,531	58,959	59,391
7	55,605	56,024	56,450	56,881	57,309	57,748	58,179	58,604	59,037	59,465	59,897
8	56,132	56,550	56,977	57,407	57,835	58,275	58,705	59,131	59,564	59,992	60,423
9	56,679	57,098	57,524	57,955	58,383	58,822	59,253	59,678	60,111	60,539	60,971
10	57,240	57,659	58,086	58,516	58,944	59,384	59,814	60,239	60,673	61,100	61,532
11	57,816	58,235	58,661	59,092	59,519	59,959	60,390	60,815	61,248	61,676	62,108
12	58,391	58,810	59,237	59,667	60,095	60,535	60,965	61,390	61,824	62,251	62,683
13	58,967	59,386	59,812	60,243	60,671	61,110	61,541	61,966	62,399	62,827	63,259
14	59,543	59,961	60,388	60,818	61,246	61,686	62,116	62,542	62,975	63,403	63,834

STEP	BS+66	BS+69	BS+72	BS+75	BS+78	BS+81	BS+84	BS+87	BS+90
3	58,419	58,848	59,280	59,712	60,143	60,574	61,004	61,435	61,868
4	58,869	59,298	59,730	60,162	60,593	61,024	61,454	61,885	62,318
5	59,337	59,766	60,198	60,630	61,061	61,492	61,922	62,353	62,786
6	59,824	60,253	60,685	61,117	61,547	61,979	62,408	62,840	63,273
7	60,330	60,759	61,191	61,623	62,053	62,485	62,914	63,346	63,779
8	60,857	61,286	61,718	62,149	62,580	63,012	63,441	63,873	64,306
9	61,404	61,833	62,265	62,697	63,127	63,559	63,988	64,420	64,853
10	61,965	62,395	62,826	63,258	63,689	64,121	64,550	64,982	65,415
11	62,541	62,970	63,402	63,834	64,264	64,696	65,125	65,557	65,990
12	63,116	63,546	63,977	64,409	64,840	65,272	65,701	66,133	66,566
13	63,692	64,121	64,553	64,985	65,415	65,847	66,276	66,708	67,141
14	64,268	64,697	65,129	65,560	65,991	66,423	66,852	67,284	67,717

G. Salaries - Summer Programs

1. All openings for summer school shall be adequately publicized in each school building as early as possible. Under normal circumstances, summer school openings will be publicized no later than the preceding May 1st and teachers will be notified as early in June as may be possible.
2. Teachers shall be assigned to teach in subject areas provided they hold permanent certification, provisional certification or have initiated a program leading to certification.
3. Appointments for summer program assignments shall be offered by May 15th of each year when practicable, contingent upon registration.
4. First preference for the filling of vacancies on the summer program staff will be given to qualified teachers presently employed within the School District.
5. Salary Schedule - Summer Programs

SALARY PER COURSE

STEP	2006-07	2007-08	2008-09	2009-10	2010-11	Yrs. Oswego
	To be continued Summer 2006	To be continued Summer 2007	To be continued Summer 2008	To be continued Summer 2009	To be continued Summer 2010	
1	\$1956	\$2034	\$2116	\$2201	\$2289	0-3
2	\$2251	\$2341	\$2434	\$2532	\$2633	4-6
3	\$2553	\$2655	\$2762	\$2872	\$2987	7-9
4	\$2852	\$2966	\$3084	\$3208	\$3336	10+

6. For the summers of 2008 through 2011, the amount of \$30,000 will be made available for grants for special instructional projects to be proposed by teachers or suggested by the administration for the employment of teachers. Unit members shall be compensated for work under each at a rate of \$20.00 per hour to a maximum \$800.00 per member per grant. Proposals from either source will be submitted, on a form to be developed, to a joint review committee, which committee will judge proposals on their potential educational value to The Oswego City Schools, and make recommendations to the Superintendent. The Superintendent shall have the discretion to approve or deny proposals and his decision shall not be subject to binding arbitration. Grants may be on a lump sum basis on completion of the project, or on a salary basis for a fixed number of days, depending upon the nature of the project and paid at \$20.00 per hour with a cap to \$800.00 per teacher. Most effective use of the total funds available will be a factor in considering grant proposals.

H. Coaching Salaries 2006-2011 School Years

1. Group A salaries shall be as follows:

EXPERIENCE

		11/01 - 2007-08	2008-09	2009-10	2010-11
STEP 1	STARTING	\$6,360	\$6,614	\$6,879	\$7,154
STEP 2	Complete 2 Yrs	\$6,487	\$6,747	\$7,017	\$7,297
STEP 3	Complete 4 Yrs	\$6,617	\$6,882	\$7,157	\$7,443
STEP 4	Complete 6 Yrs	\$6,749	\$7,019	\$7,300	\$7,592
STEP 5	Complete 8 Yrs	\$6,884	\$7,160	\$7,446	\$7,744
STEP 6	Complete 15 Yrs	\$7,384	\$7,680	\$7,987	\$8,306
STEP 7	Complete 20 Yrs	\$8,134	\$8,460	\$8,798	\$9,150
STEP 8	Complete 25 Yrs	\$9,134	\$9,500	\$9,880	\$10,275
STEP 9	Complete 30 Yrs	\$10,384	\$10,800	\$11,232	\$11,681
STEP 10	Complete 35 Yrs	\$11,634	\$12,050	\$12,482	\$12,931

2. For the purpose of future salary negotiations, only Group A salary need be considered and all other salaries shall be calculated based upon the Group A Salary.
3. All coaches shall be compensated at the applicable percentage of the Group A salary; and at the step as shown above that is commensurate with their total years of service in that sport while employed by the Oswego City School District.

Group A: varsity head coaches shall include the following: Boys basketball, girls basketball, boys swimming, boys and girls ice hockey, boys indoor track, girls indoor track, cheerleading (winter), football, wrestling.

Group B: varsity head coaches boys soccer, girls soccer, girls swimming, girls gymnastics, boys volleyball, girls volleyball, cheerleading (fall), baseball, boys lacrosse, girls lacrosse, boys track, girls track, softball, boys cross country, girls cross country.

Group C: varsity head coaches boys tennis, girls tennis, boys golf, girls golf.

Group D: varsity head coaches bowling.
4. For the purpose of this schedule the word *year* and *season* shall have the same meaning.
5. Any coach currently employed by the Oswego City School District will be placed on the appropriate step according to their number of years of service in that position during the 2005-2006, school-year. For example: if a person has been employed as the Girls Varsity Soccer Coach six (6) years previous to the 2005-2006 Fall Season they will be put on Step 4 since Fall 2005 will be their seventh year/season of coaching.

6. If a coach moves from level to level within the same sport (boys and girls) and within the Oswego City School District they shall remain 'on step'. For example: a coach is employed as the JV Girls Soccer Coach for four (4) years. At the completion of his/her fourth season as JV coach he/she is promoted to the position of Varsity Girls Soccer Coach. He/she will start on 'Step 3' of the Varsity Girls Soccer Coaching Schedule.
7. These steps will take place whether or not the service has been consecutive. There may be a break in service of up to five (5) years with no loss of step placement.
8. Season length will be considered to be from the first day of practice through the first sectional contest, as determined by the New York State Public High School Athletic Association or dates as mandated by Section III.
9. Every person who is employed as a coach for the Oswego City School District will be required to have current CPR and First – Aid. First – Aid and CPR classes (and 'refresher' classes) will be offered annually by the Oswego City School District and specially scheduled classes will be offered for any coach that is hired after the annual class offerings. Any person employed as a coach in the Oswego City School District will be required to attend these courses or show proof of completion of a comparable course.
10. Per diem salary for post season play for Varsity Coaches and Assistant Varsity Coaches will be paid beginning with the first day of practice beyond the last regularly scheduled game of the season. This per diem pay will continue through the last game the team participates in during 'post-season' play. A maximum of six (6) days per week will be paid.
11. Per diem pay will be calculated based on a six-day week and will be arrived upon as follows: Coaching Salary for the season/# of days in the season (subtracting Sundays and legal holidays) = amount paid to coach per day.

Per diem Salary = 'amount paid to coach per day' x # of days in the post season

For example: Per diem pay for Girls Varsity Soccer Coach: $\$3846/55 = \69.93 (arrived at by counting every day in the calendar except Labor Day and Columbus Day to a maximum of 6 days per week) now multiply by the number of days in the post –season $\$69.93 \times 15 = \1048.95)

These Per diem salaries will be calculated and agreed upon by the Coach and the Athletic Director. There may be days and situations where the team does not practice but the coach is still working. Whether it be scouting, reviewing tapes, preparing plans, etc. – the coach will still be paid for these days.

The 'Regular Season' will be defined as the first day of regularly scheduled practice through the last regularly scheduled game as determined by the New York State Public High School Athletic Association or dates as determined by Section III.

12. Coaching positions salaries, other than Group A Varsity Head Coaches, shall be determined as follows:

- Group B: Varsity head coaches in the category will be paid 85% of Group A.
- Group C: Varsity head coaches in this category will be paid 65% of Group A.
- Group D: Varsity head coaches in this category will be paid 25% of Group A.
- Group E: Varsity assistant coaches will be paid 80% of their respective head coach salary.
- Group F: Junior varsity head coaches will be paid 85% of their respective head coach. Junior varsity assistant coaches will be paid 75% of their respective varsity head coach.
- Group G: Freshman head coaches will be paid 80% of the respective varsity head salary for that sport. Freshman assistant coaches will be paid 78% of respective head varsity coach.
- Group H: Modified (7th and 8th grade) head coaches will be paid 77.5% of their respective head varsity coach. Modified (7th and 8th grade) assistant coaches will be paid 70 percent of their respective head varsity coach.

13. The implementation of this formula shall not cause any coach to receive less salary than was received in the 2005 – 2006 school year.

INTRAMURALS

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
5 Days	\$1,072	\$1,115	\$1,160	\$1,206	\$1,254
4 Days	910	946	984	1,024	1,065
3 Days	747	777	808	840	874
2 Days	584	608	632	657	684
1 Day	437	454	472	491	511

Intramurals are seasonal activities with eight (8) weeks the length of each season. The above schedule is for a seasonal activity.

All positions shall carry a full teaching load in addition to the above duty.

Each coach shall receive payment for coaching services by receiving two payments, one approximately midway through the coaching season and the other to be received in the next pay period following completion of all of his/her coaching responsibilities as approved by the Athletic Director.

I. Extra-Compensatory, Co-Curricular Salaries

Appointments for all of the following positions will be based on a when and as needed basis as determined by the appropriate administrator.

<u>OSWEGO HIGH SCHOOL</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Treasurer	\$3,344	\$3,477	\$3,616	\$3,761	\$3,912
Auditor	\$3,344	\$3,477	\$3,616	\$3,761	\$3,912
Director of Student Activities	\$1,974	\$2,053	\$2,135	\$2,220	\$2,309
Advisor to the Student Council	\$1,974	\$2,053	\$2,135	\$2,220	\$2,309
Class Advisor: Senior	\$2,829	\$2,942	\$3,060	\$3,182	\$3,309
Jr/Sr Assistant	\$1,237	\$1,286	\$1,337	\$1,391	\$1,447
Junior	\$1,873	\$1,948	\$2,026	\$2,107	\$2,191
Sophomore	\$642	\$667	\$694	\$722	\$751
Freshman	\$642	\$667	\$694	\$722	\$751
Co-Advisor - Yearbook (2)	\$2,352	\$2,447	\$2,544	\$2,646	\$2,752
Advisor - Student Paper	\$1,873	\$1,948	\$2,026	\$2,107	\$2,191
Assistant Advisor-Student Paper	\$642	\$667	\$694	\$722	\$751
Ticket Seller-All Athletic Events	\$2,829	\$2,942	\$3,060	\$3,182	\$3,309
Assoc. Director-Symphonic Band	\$3,710	\$3,858	\$4,012	\$4,173	\$4,340
Assoc. Director-Jazz Band	\$731	\$760	\$791	\$822	\$855
Assoc. Director-Concert Band	\$3,822	\$3,975	\$4,134	\$4,299	\$4,471
Assoc. Director-Marching Band	\$619	\$644	\$669	\$696	\$724
Choral Director	\$4,441	\$4,618	\$4,803	\$4,995	\$5,195
String Program Director	\$4,441	\$4,618	\$4,803	\$4,995	\$5,195
Drama Coach	\$1,812	\$1,884	\$1,960	\$2,038	\$2,119
Ticket Takers	\$37	\$39	\$40	\$42	\$44
Bus Chaperones	\$642	\$667	\$694	\$722	\$751
<u>CLUBS</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
A.C.E. Aids Club for Education	\$642	\$667	\$694	\$722	\$751
Art	\$642	\$667	\$694	\$722	\$751
Baseball	\$642	\$667	\$694	\$722	\$751
Business Bucs	\$642	\$667	\$694	\$722	\$751
Chess	\$642	\$667	\$694	\$722	\$751
Computer	\$642	\$667	\$694	\$722	\$751
Critical Issues	\$642	\$667	\$694	\$722	\$751
Dance	\$642	\$667	\$694	\$722	\$751

Environmental Science	\$642	\$667	\$694	\$722	\$751
Football/Wrestling	\$642	\$667	\$694	\$722	\$751
Foreign Student	\$642	\$667	\$694	\$722	\$751
French	\$642	\$667	\$694	\$722	\$751
Future Homemakers	\$642	\$667	\$694	\$722	\$751
German	\$642	\$667	\$694	\$722	\$751
Key	\$642	\$667	\$694	\$722	\$751
Latin	\$642	\$667	\$694	\$722	\$751
Library	\$642	\$667	\$694	\$722	\$751
Mathematics	\$642	\$667	\$694	\$722	\$751
Model Aircraft	\$642	\$667	\$694	\$722	\$751
National Honor	\$1,873	\$1,948	\$2,026	\$2,107	\$2,191
Photography	\$642	\$667	\$694	\$722	\$751
Sailing Club-Advisor	\$642	\$667	\$694	\$722	\$751
Sailing Club-Asst. Advisor	\$642	\$667	\$694	\$722	\$751
Science	\$642	\$667	\$694	\$722	\$751
Science Olympiad	\$642	\$667	\$694	\$722	\$751
Ski Club (per trip 6 max)	\$244	\$254	\$264	\$275	\$286
Soccer	\$642	\$667	\$694	\$722	\$751
Spanish	\$642	\$667	\$694	\$722	\$751
Students Against Drunk Driving	\$642	\$667	\$694	\$722	\$751
T.V.	\$642	\$667	\$694	\$722	\$751
Travel	\$642	\$667	\$694	\$722	\$751
W.B.U.C.	\$2,352	\$2,447	\$2,544	\$2,646	\$2,752
Wrestling	\$642	\$667	\$694	\$722	\$751

OSWEGO MIDDLE SCHOOL

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Asst. to Prin. - Student Activities	\$2,955	\$3,073	\$3,196	\$3,324	\$3,457
Asst to Prin.--Textbooks/Audio Visual	\$2,748	\$2,858	\$2,972	\$3,091	\$3,214
Auditor	\$2,733	\$2,842	\$2,956	\$3,074	\$3,197
Treasurer	\$2,733	\$2,842	\$2,956	\$3,074	\$3,197
Team Leaders	\$3,774	\$3,925	\$4,082	\$4,245	\$4,415
Art	\$642	\$667	\$694	\$722	\$751
B.A.A	\$642	\$667	\$694	\$722	\$751
Bike	\$642	\$667	\$694	\$722	\$751
Chess	\$642	\$667	\$694	\$722	\$751
Computer	\$642	\$667	\$694	\$722	\$751
Computer - Grade 8	\$642	\$667	\$694	\$722	\$751
Cross Country Ski	\$642	\$667	\$694	\$722	\$751
Ski Club (per trip 6 max)	\$244	\$254	\$264	\$275	\$286
Drama	\$642	\$667	\$694	\$722	\$751
F.U.N.	\$642	\$667	\$694	\$722	\$751
G.A.A.	\$642	\$667	\$694	\$722	\$751
Library	\$642	\$667	\$694	\$722	\$751
Mathematics	\$642	\$667	\$694	\$722	\$751
Photography	\$642	\$667	\$694	\$722	\$751

Science	\$642	\$667	\$694	\$722	\$751
S.A.D.D.	\$642	\$667	\$694	\$722	\$751
Sailing Club	\$642	\$667	\$694	\$722	\$751
Science	\$642	\$667	\$694	\$722	\$751
Technology	\$642	\$667	\$694	\$722	\$751
Co-Advisor - Yearbook (2)	\$1,234	\$1,283	\$1,335	\$1,388	\$1,444
Band Director - Grade 7	\$2,829	\$2,942	\$3,060	\$3,182	\$3,309
Band Director - Grade 8	\$2,829	\$2,942	\$3,060	\$3,182	\$3,309
Choral Director - Grade 7	\$2,829	\$2,942	\$3,060	\$3,182	\$3,309
Choral Director - Grade 8	\$2,829	\$2,942	\$3,060	\$3,182	\$3,309
String Program Director	\$2,829	\$2,942	\$3,060	\$3,182	\$3,309

<u>OSWEGO ELEMENTARY</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Bus Supervisor	\$2,417	\$2,514	\$2,614	\$2,719	\$2,828
Computer Club Advisor-Beg	\$642	\$667	\$694	\$722	\$751
Computer Club Advisor- Adv	\$642	\$667	\$694	\$722	\$751
Elementary Band	\$1,624	\$1,689	\$1,757	\$1,827	\$1,900
Elementary Chorus	\$1,624	\$1,689	\$1,757	\$1,827	\$1,900
Elementary String Program	\$1,624	\$1,689	\$1,757	\$1,827	\$1,900
Intermediate Team Leader	\$2,284	\$2,375	\$2,470	\$2,569	\$2,672
Primary Team Leader	\$2,284	\$2,375	\$2,470	\$2,569	\$2,672
Student Council	\$642	\$667	\$694	\$722	\$751
Young Astronaut Club Advisor	\$642	\$667	\$694	\$722	\$751

J. After School Day Credit Bearing Courses

Shall be compensated at the rate of \$23.00 per hour during the 2006-09 school years, \$25.87 per hour for the 2009-10 school year, and \$26.91 for the 2010-11 school year.

K. District Team Leaders and Department Chairpersons

District team leaders and department chairpersons days of service between September 1 and June 30 - 195 days.

<u>Teachers Supervised</u>	<u>Minimum Student Load of</u>	<u>Minimum Classes # Teach</u>	<u>Stipend 2006/07</u>	<u>Stipend 2007/08</u>	<u>Stipend 2008/09</u>	<u>Stipend 2009/10</u>	<u>Stipend 2010/11</u>
21 or more	50	2	\$6,198	\$6,446	\$6,704	\$6,972	\$7,251
16 to 20	50	2	\$5,399	\$5,615	\$5,839	\$6,073	\$6,316
11 to 15	70	3	\$4,583	\$4,767	\$4,957	\$5,156	\$5,362
6 to 10	70	3	\$3,774	\$3,925	\$4,082	\$4,245	\$4,415
1 to 5	90	4	\$2,962	\$3,080	\$3,204	\$3,332	\$3,465

Recommendations for appointments to all of the above positions will be made, when and as needed, by the appropriate administrators for action by the Superintendent and Board of Education.

L. Guidance Counselors and Psychologists

Stipend 2006/07	Stipend 2007/08	Stipend 2008/09	Stipend 2009/10	Stipend 2010/11
\$2,733	\$2,842	\$2,956	\$3,074	\$3,197

M. Extra Service

When the Board of Education requires extra service of an employee during the months of July and August, the employee shall be compensated at the rate of 1/200 of the annual salary for each six hour day of service except as provided in Article VI, Section G.

N. Salary Credit for Up to 90 Hours

Undergraduate and graduate salary credit shall be granted for each three (3) hours of Board of Education approved and properly verified courses. The unit employee shall specify in the applicable form whether the course is a graduate or undergraduate course.

Of each fifteen (15) hours of approved graduate courses, a minimum of six (6) hours shall be in the teacher's field of concentration and/or in the area of the teacher's primary responsibility or as approved by the Superintendent of Schools.

Salary Credit for Over 90 Hours

Undergraduate and graduate salary credit shall be granted for hours in excess of 90 upon receiving advanced approval by the Superintendent of Schools and submission of verified proof of satisfactory completion of such course. Only courses that are reasonably related to the teacher's current teaching assignment* will be approved. Payment for such hours shall be at the rate of 349 per three hour block for the 2006/07 school year, and \$363 for the 2007/08 school year, \$378 for the 2008/09 school year, \$393 for the 2009/10 school year and \$409 for the 2010/11 school year.

*For the purposes of this Agreement the term "reasonably related to the teacher's current teaching assignment" shall include, but not be limited to, any course within the teacher's academic discipline, any education course, any administration, counseling or psychology course, or any course focusing upon increased technology in the teaching profession.

O. Master's Degree, Certificate of Advanced Studies and Doctorate Salary Credit

For an earned Master's Degree \$853 shall be added to the scheduled salary for the 2006/07 school year, \$887 shall be added to the scheduled salary for the 2007/08 school year, \$922 shall be added to the scheduled salary for the 2008/09 school year, \$959 shall be added to the scheduled salary for the 2009/10 school year, and \$998 shall be added to the scheduled salary for the 2010/11 school year.

For a Certificate of Advanced Studies (CAS) \$512 shall be added to the scheduled salary for the 2006/07 school year, and \$532 for the 2007/08 school year, \$553 for the 2008/09 school year, \$576 for the 2009/10 school year and \$599 for the 2010/11 school year.

For a Doctorate in Philosophy or in Education \$2,557 shall be added to the scheduled salary for the 2006/07 school year, \$2,660 for the 2007/08 school year, \$2,766 for the 2008/09 school year, \$2,877 for the 2009/10 school year and \$2,992 for the 2010/11 school year .

Effective 7/1/07 attainment of National Board Certification for teachers shall be compensated with a stipend of \$1500 per year (first year pro-rated as appropriate).

The parties agree to establish a committee ASAP to study and recommend appropriate certification stipends for Speech Pathologists and Psychologists.

P. Library Science Salary Credit

A Bachelor's Degree in Library Science shall be recognized as equivalent to a Master's Degree for salary purposes, provided said Bachelor of Library Science Degree included a minimum of thirty (30) graduate hours.

Q. Inservice Salary Credit

Teacher unit members shall receive the following rate per hour for in-service training approved in advance by the Superintendent and sponsored by the District, a State approved Teacher Center, a BOCES, NYSUT, or any other appropriate agency based on the nature of the program offered and provided such in-service training occurs outside regular working hours: \$21.87 for the 2006/07 school year, \$22.73 for the 2007-08 school year, \$23.60 for the 2008/09 school year, \$24.60 for the 2009/10 school year and \$25.53 for the 2010/11 school year. Teaching Assistant unit members shall receive their regular hourly wage for in-service outside the regular working hours. For training sponsored by the District the employee will be required to sign attendance logs and satisfactorily complete training. Unit members will not be required to submit paperwork to personnel upon completion of District sponsored in-service and the District sponsored training instructor will authorize and submit the required documentation for payroll processing. The sum of \$35,000 shall be provided yearly for the operation of such in-service courses for which unit members are eligible to receive payment, including those developed by the in-service Program Committee referred to in Article IV.G

R. Military Service Salary Credit

1. Military service salary credit shall be provided only for active duty (within meaning of this Section active duty shall not include annual training for reservists or National Guard personnel) and shall be granted as follows:

Eleven months or less - no credit.

Twelve through twenty-three months - one step credit
More than twenty-three months - two steps credit

2. All military service must have terminated with an honorable discharge in order to be credited.

S. Adult Education Salary

Teachers covered by this Agreement who are employed in the Adult Education Program shall be compensated at the rate of \$8.15 per hour of instruction.

T. Salary Schedule Related Items

1. Teachers without certification, currently in an employment status with the School District, who fail to pursue study leading to certification, shall receive neither increments, step advancement, nor promotion credit toward completion of the probationary period for tenure.
2. All employees covered by this Collective Bargaining Agreement who have worked: (a) at least one (1) semester, or more, or (b) the time equivalent to one (1) semester, or more, in continuous service in the same position, or (c) in excess of a total of ninety-five (95) school days in any given school year, and who are eligible for step/incremental movement shall be entitled to one step/incremental movement on the appropriate salary schedule.
3. Eligibility for the aforesaid step/incremental movement shall be further conditioned upon either of these two (2) conditions:
 - (a) In the case of a regular substitute, he/she must be rehired during the following school year.
 - (b) In the case of a long term substitute teacher who otherwise qualifies under paragraph T-2, he/she must be given a probationary teaching appointment or Regular Substitute teaching appointment.
4. With respect to out-of-district experience, the District will:
 - (a) Grant full credit for graduate hours completed and verified prior to Oswego City School District employment up to the Bachelor's plus 30 hours level and one-half credit for all graduate hours completed beyond the Bachelor's plus 30 hour level.
 - (b) (i) Grant one year's credit for every year, or major fraction thereof, of verified experience outside of the Oswego City School District. Said verified experience shall be determined by the cumulative total of each year, and major fraction thereof (example: 1 year, 4 months and 1 year, 5 months cumulatively totals 2 years; 9 months, which equates to 3 years experience and places the teacher on

Step 4). Effective September 1, 1993, this shall apply to both newly hired teachers and those who, at the time of their initial hire, did not receive full salary credit for experience outside the District.

(ii) In the event a teacher is now, or as a result of being granted additional steps hereunder will be, off the salary grid, he/she shall receive additional money equivalent to steps based upon a mutually agreed upon reconstruction of the salary schedule projected beyond the respective top step.

(iii) Any teacher applying for such additional experience credit must apply within ninety (90) days of ratification of the agreement by both parties and shall have the burden of verifying such prior experience in the event a question arises.

U. Other Duties

It shall be the intention of the Board of Education of Oswego that all non-compensatory duties shall be handled on a voluntary basis. In the event that there are no volunteers the duty shall rotate among the members of the teaching staff

V. Continuing Education Requirements

Effective July 1, 1997, any teacher who received his/her permanent teaching certificate five (5) or more years ago shall be required to take at least three (3) hours of academic or inservice course work, every three (3) years. Such requirement may be fulfilled by any of the following:

1. If the teacher is paid for less than 90 hours, by taking any course fulfilling the requirements set forth in Article VI. Section N above; OR
2. If the teacher is paid for more than 90 or more hours, by taking any course fulfilling the requirements set forth in Article VI, Section N above; OR
3. Regardless of the number of paid hours, taking the equivalent of three (3) credit hours of inservice training sponsored and authorized by the Board of Education; OR
4. Regardless of the number of paid hours, taking the equivalent of three (3) credit hours of inservice training offered by a state approved Teacher Center, a BOCES, NYSUT, or any other appropriate agency provided such course(s) is reasonably related to the teacher's current teaching assignment; OR
5. Any combination of numbers 1-4 above.

A teacher will not be required to take three (3) hours of academic or inservice course work every three (3) years if:

- (a) The teacher is actually teaching an inservice program sponsored and authorized by the Board of Education; OR
- (b) For each of the three (3) years the teacher is actually coaching two (2) or more sports or supervising year long co-curricular activities; OR
- (c) No meaningful courses are offered during the three year period; OR
- (d) There are other extenuating circumstances, including child care needs, which prevent such participation.

If a teacher is on an unpaid leave of absence, the requirements set forth herein shall be waived for the period of the unpaid leave.

ARTICLE VII - LIAISON COMMITTEES

It is the intention of the District and of the OCTA that professional employees become involved in the planning and development of educational programs and related activities and the implementation of this agreement in the best interests of all parties concerned.

A. Teacher-Building Principal Liaison Committee

- 1. A formal teacher-principal liaison committee shall be established for each school within the school district.
- 2. The committee shall consist of the principal and/or the assistant principal and such aides as are required and the OCTA officers of each school and such aides as are required.

B. Teacher-Chief School Administrator Liaison Committee

- 1. This committee shall consist of the chief school administrator and/or the assistant school administrator and such aides as are required and the Liaison Committee of the OCTA.
- 2. In addition to the purposes provided in D., this committee will also review and develop procedures for approval of Masters Degrees.

C. Teacher-Board of Education Liaison Committee

This committee shall consist of the chief school administrator, the members of the Board of Education, and the Liaison Committee or other authorized representatives of the OCTA.

D. Purpose and Functions of the Committee

The committees referred to in paragraphs A., B., and C. of this Article may consider, discuss and recommend relative to the following:

1. The development and implementation of curriculum and related educational programs.
2. Educational practices and selection of textbooks in the schools.
3. Experimentation in and modification of curriculum.
4. The funding of such programs.
5. Progress reports.
6. Summer programs.
7. General topics related to the improvement of the whole educational program.
8. Time, frequency and place of meetings.
9. To review and recommend academic standards in respect to the philosophy of the school district and respective schools.
10. Class size.
11. Availability of libraries for student use.

ARTICLE VIII - CONDITIONS OF EMPLOYMENT

A. Teaching Load and Class Size

1. At the secondary and elementary level and subject to physical building capacities, maximum class loads and maximum class sizes shall meet state recommendations, and the District will strive to maintain levels as follows:
 - (a) Maximum class load of 125 students.
 - (b) Maximum class load of 25 students.
 - (c) A professional employee (including administrators) - student ratio of 25 to 1 in any self-contained classroom and 20 to 1 in the middle school and high school.
2. Where unusually large classes exist, the Board will focus attention on efforts to relieve those problems.

B. Work Day and Work Year

The District and the OCTA recognize and agree that the professional employees' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system. The professional employees recognize and acknowledge their professional responsibility for assisting students outside of normal class hours, for meeting the professional requirements of their positions, and for participating in the activities deemed necessary for the development and maintenance of a positive educational experience, and excellence in the school program. The District and the OCTA encourage the professional staff to provide remedial and/or additional instruction where needed and appropriate. The foregoing amongst other things shall be considered examples of professional duties of the school. Therefore, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and beyond contract requirements as aforesaid, the following schedules are hereby adopted.

1. All professional employees shall be required to report at the beginning of their assigned professional duty and shall remain until the end of their professional duty. No professional employee shall be required to work more than seven (7) hours and ten (10) minutes per school day, inclusive of a duty free lunch period.
2. The length of the work year shall be from September 1 to June 30.

C. After/Before School Meetings

1. Teachers may not normally be required to extend their working day before or after school by more than one hour to attend staff meetings. Generally, Principal's meetings as called are not to exceed one per month unless there is an emergency.
2. Attendance of teachers at meetings, such as PTA or Home and School Association affairs, shall be at the option of the individual teacher. The District encourages active participation in such meetings and civic affairs as part of the teacher's professional responsibility. However, all teachers shall be expected to attend the Open House meetings sponsored by the school which may be held one per semester.

D. Miscellaneous

1. (a) All High School teachers shall, in addition to their lunch period, have at least one preparation period of 40 consecutive minutes (or compensatory time) each full instructional day during which they shall not be assigned to any other duties. No claimed violation of this paragraph (1), as it applies to High School teachers, shall be subject to binding arbitration unless the number of teachers receiving less than the 40 consecutive minutes

planning time or compensatory time per full instructional day falls below ninety-five percent (95%). The planning or preparation period assurances contained in this section shall not be applicable during registration days in the high school.

- (b) Unless otherwise agreed upon between the individual teacher and his/her supervising administrator, in accordance with the procedures set forth in Appendix A (which procedures shall not be subject to the provisions of the grievance procedure), effective July 1, 1989, each teacher at the high school who presently has a planning/preparation period each day shall, over the course of each six (6) day cycle, have three (3) additional periods out of each cycle designated for individual planning/preparation. The three (3) other additional periods out of each cycle shall be designated by the High School Principal for undertaking appropriate professional activities. Such professional activities shall include, but not be limited to, needed remediation with small groups of students within the teacher's area(s) of competence; inter- or intra-departmental planning; long range planning; review of budget and program considerations including possible equipment purchases; curriculum review; freshman orientation; etc. Such activities shall not include teaching additional classes.
- 2. All other secondary school teachers shall, in addition to their lunch period, have at least one preparation period each day, during which they shall not be assigned to any other duties.
- 3.
 - (a) Each teacher in the elementary school, in addition to the duty-free lunch period, will have a duty-free uninterrupted planning period of at least forty (40) minutes per day. On religious education days, unit members may be provided fewer than forty (40) but no less than thirty (30) minutes for this purpose. Kindergarten teachers may also be provided fewer than forty (40) (but no less than thirty (30) minutes for this purpose. It is understood and agreed, however, kindergarten teachers and their respective building principals shall meet prior to the close of each school year to review, discuss and attempt to resolve this issue for the next school year. Should the District implement a full day kindergarten program, kindergarten teachers shall be provided the same duty-free uninterrupted planning period of at least forty (40) minutes per day provided other elementary teachers. It is further understood and agreed in certain circumstances some providers of special education services may choose to utilize less than forty (40) minutes. Should federal or state mandates make it difficult to provide forty (40) minutes, the parties (including the teacher(s) and principal(s) involved) shall meet promptly to review, discuss and attempt to mutually agree upon a solution.

- (b) Elementary or Special Education teachers who team teach will be entitled to one common team planning period per day which shall not in any way be an additional planning period.
- 4. Each school in the District shall make provision for the duplication of teaching materials, i.e. tests, review sheets and other lesson materials, by the clerical staff. However, provision shall be made for teachers to duplicate their own materials.
- 5. All professional employees shall receive one-half (1/2) day of paid released time from instructional and/or other professional duties per semester to perform work related tasks such as, but not limited to, the development and completion of report cards, special education documentation and other record keeping tasks. Such released time shall occur on or before November 15, in the first semester and on or before April 15, in the second semester.
- 6. At the beginning of each school year, the Individualized Education Plan (IEP) for each Medicaid-eligible student will be reviewed to determine that the speech-language service plan is appropriate and each eligible student shall be assigned to a CSLP who will oversee and document services provided. At least twice per quarter, each Medicaid-eligible student receiving speech-language services will be directly observed by a CSLP. CSLPs shall be provided with two days of release time per quarter per building being overseen for direct observation and documentation of student services being provided. Such release time shall be coordinated between the CSLP, Building Principal and the student's regular Speech Language Pathologist/ Teacher. At least twice per quarter, relevant paperwork for each Medicaid-eligible student will be reviewed to determine that the services provided are consistent with those described in the IEP (Memorandum of Agreement dated October 4, 2006).

E. Last Week of the School Year

Barring a modification in the normal school calendar due to weather conditions, changes in State Education Department regulations or potential loss in state aid, or other emergency situations, elementary schools will open for regular instruction for three (3) days during the last week of the school year and for half days for two (2) days.

F. Physical Facilities for Teachers

The District shall strive where possible to provide the physical facilities enumerated in this Paragraph F, for the teachers in this District.

- 1. Each teacher may, where possible, have adequate storage space in which he/she may safely store instructional materials and supplies. The space may include a filing cabinet, a desk with lock and key, and a closet or cabinet.
- 2. Each school in the District shall include the following facilities:

- (a) A teacher's workroom containing adequate equipment and supplies to aid in the preparation of instructional materials. These shall include but not be limited to, duplicator equipment, typewriter, and supplies. Every effort shall be made to have a room where there is freedom of access during any period of the day.
- (b) An appropriately furnished room or rooms for use as teacher lounges, which shall be in addition to the aforementioned work room. Coffee making facilities, if desired by faculty members, shall also be provided at no added expense to the School District.
- (c) A separate dining space within the lunch room will be provided for the use of the staff.
- (d) Adequate reserved parking facilities for the teachers and other members of the staff.
- (e) Well lighted, properly equipped, and clean rest rooms.
- (f) If the staff requests, the following facilities may, where possible, also be provided:
 - 1. A vending machine for beverages in teacher's lounges.
 - 2. A pay telephone for the exclusive use of the staff in or near the teacher lounges.
- (g) All of the buildings, grounds, and property of the Oswego City School District shall be smoke free. Smoking and the use of tobacco products is prohibited at all times of the year and all hours of the day in all District Buildings and on all District property and grounds, including athletic facilities, maintenance and transportation facilities, vehicles and the Education Center. This policy will be effective upon ratification by the Board of Education and the Oswego Classroom Teachers Association, and written acceptance of this Agreement by the Presidents of the other bargaining units in the District.

G. School Calendar

- 1. The tentative school calendar shall be prepared by the Superintendent and forwarded to the Board of Education and the OCTA. This shall be done as soon as possible after receipt of the suggested calendar from BOCES.
 - (a) After review of the calendar by the OCTA, the representatives of the OCTA and the Superintendent shall meet and discuss any recommendations or revisions made by the OCTA. This meeting shall

take place within one month after receipt of the calendar from the Superintendent.

- (b) Changes in the calendar, after it is officially adopted, shall not be made until after consultation with the OCTA.
- (c) The calendar should be adopted as far in advance of the succeeding year as possible.
- (d) On or around April 1, the District will assess the school calendar and number of the snow days used and will strive to grant an additional day for the Memorial Day recess as the situation may warrant.
- (e) The teacher work year shall not exceed 186 workdays. The District may schedule two additional Professional Development Days during the work year. These days may take the form of half days. If so, one of the half days should take place on the first teacher work day of the school year-the Tuesday after Labor Day. The remaining day and a half can occur at any other time during the 186 day teacher work year. Those days will be specifically scheduled by the District no later than June 15 of the school year.

H. Art Room

The District shall strive to provide elementary art teachers with an art room suitable for instruction in each elementary school.

I. Special Instructional Areas

The District shall strive to have all teachers in the special instructional areas begin to hold classes immediately with the opening of school whenever possible. At the District's discretion, librarians may discontinue holding classes prior to the closing date of the school year.

J. Special Instructional Areas

The District shall strive to increase the present elementary art, music, and physical education staff and facilities so that they meet the New York State Education Department suggested instructional time in these areas.

K. Non-Instructional Duties

The District shall, whenever possible, strive to relieve teachers of non-instructional duties such as: register of attendance, Regents reports, copying marks on permanent record cards, census cards, and Elementary Guidance Folder test scores.

L. Student teachers

Student teachers will be assigned to individual teachers only with the voluntary consent of those teachers. Teachers shall be free to refuse the assignment of any student teacher. It should be understood, however, the decision to accept a student teacher rests with the individual teacher without coercion from either the District or the OCTA.

**ARTICLE IX – TEACHER VACANCIES, TRANSFERS,
EVALUATION AND TENURE ASSIGNMENTS**

A. Publishing Vacancies Within the District

1. All vacancies (administrative, summer school, regular faculty, specialists, coaches, etc.) caused by death, retirement, resignation, discharge or the creation of a new position, shall be filled pursuant to the following procedures:
 - (a) A list of all available positions shall be posted in each school, including a general description of each position setting forth the qualifications involved. Any subsequent change in qualifications shall be given like distribution.
 - (b) During the summer, notification shall be accomplished by means of a certified letter to the individuals' summer address for teachers who signify an interest in any position required to be posted by writing to the Personnel Office specifying the position(s) in which they are interested. Such notices shall be sent, or postings made, by the District at least ten (10) calendar days prior to the deadline for application.
 - (c) Members of the professional staff who desire to apply for a vacancy shall file their written applications with the Personnel Director within one week of the posting of the announcement or receipt of the letter of notification.
 - (d) A vacancy shall be filled on the basis of qualifications for the vacant position.
2. All appointments within the School District shall be made without regard to religion, age, race, creed, color, disability, nationality, sex, sexual orientation, marital status, veteran status, or past arrests or convictions except as allowed by law. Length and quality of service and special subject proficiencies, developed as a result of teaching and/or further study, also will be considered in making assignments. For the purposes of this Article, "assignment" shall mean grade level and building for elementary teachers, building(s) for special subject teachers, and tenure area and building for secondary teachers.

3. Coaches will be appointed on an annual basis. If the coach's performance has been considered unsatisfactory by the athletic director, the coach shall be notified of such dissatisfaction within six (6) calendar weeks of the completion of all coaching duties for that sport. In the event such notification does not occur, the posting requirements of this Article shall not apply.
4. Department Chairpersons will be appointed for two year periods with the understanding that the position may be re-advertised for the second year if performance as Chairperson is judged to be unsatisfactory. Chairpersons will be appointed not later than April 15.

B. Teaching Assignments and Transfers

1. Teachers shall be notified in writing of any changes in their programs for the ensuing school year, the grades and/or subjects they will teach, and any special or unusual classes or assignments that they will have by June 15, provided that in the event of a change in circumstances or conditions, such assignments may be changed as required to meet the situation.
2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Education Department and for good cause, to subjects and/or grades or other classes outside the scope of their teacher certificates and/or their major or minor fields of study.
3. Teachers desiring a change in assignment should make this fact known simultaneously to the Superintendent of Schools and the Principal of the school in which the teacher is currently serving. Said requests for change of assignments should be made in writing and should state reasons for wishing to make the change. Such letters may be submitted at any time. However, when a change is desired at the beginning of a school year, the letter should be submitted at the beginning of January. The Superintendent of Schools shall acknowledge receipt of requests within 30 days and shall consider such requests in making new assignments. Any teacher not reassigned after requesting a change in assignment may request a conference with the Superintendent of Schools or his/her designee concerning his/her request.
4. Teachers will be involuntarily transferred from building to building only after the following procedure has been followed:
 - (a) A meeting of all concerned individuals will be held to identify the need and reasons necessitating the transfer. Concerned individuals shall include, but not be limited to, the teachers and administrators involved.

(b) A volunteer will be sought for the transfer. Volunteers will be given serious consideration for the assignment as specified in Article IX, Section B-3.

(c) If no volunteer is forthcoming, the transfer will be made on a seniority basis, if possible, with the least senior being transferred. In addition to seniority, the following criteria may be considered:

1. Area of certification; or
2. Area of specialization within certification.

For the purpose of this article, seniority shall mean the total continuous District service in a position covered by this collective bargaining agreement, as shown by the Board of Education minutes. Such service shall include all Regular Substitute teaching service. All paid leaves of absence shall be included in the computation of total continuous District service at full credit.

(d) If the District finds it necessary to make the transfer other than to the person who volunteered or on the basis of seniority, it must furnish the teacher to be transferred and the president of the OCTA detailed reasons for the transfer, in writing, at least thirty (30) days prior to the implementation of the transfer.

5. In the event that a new building is constructed in the District, which is a supplement to, rather than a replacement of, existing facilities, and/or grade level reconfiguration is adopted, the committee established under Article IX-B-4 of the 1992-95 collective bargaining agreement, will, at the time that ground is first broken on the new building, and/or grade level reconfiguration is adopted, meet to attempt to determine a fair and equitable means of selecting staff. This system shall take into account the desires of the employees, the seniority of employees and the needs of the District: In the event that the committee is unable to determine a procedure by no later than six (6) calendar months prior to the projected date of opening and/or implementation of grade level reconfiguration, the provisions of Article IX Section B-4 above shall govern.

C. Evaluation: Forms, Report, Conference, Tenure

1. Any evaluation forms and techniques used in the District shall be jointly developed and mutually agreed upon by a committee of four (4) Association unit members appointed by the President of the OCTA and four (4) administrators appointed by the Superintendent of Schools.
2. Any such newly developed and mutually agreed upon forms shall be of a narrative type on which the evaluator will document the teacher's strengths, and/or weaknesses, and all such comments shall be precise. All specific problem

areas will be identified, and specific corrective measures outlined to alleviate such problems.

3. Evaluation

All personnel will profit from evaluation conferences based upon open observations personally made by the Principal/Supervisors with the knowledge of the person concerned. All unit personnel shall anticipate evaluatory conferences based upon open observation by a designated Principal/Supervisor.

4. Evaluation Report and Conference

It is a basic principle of any evaluation procedure that the identification of deficiencies in the performance of any teacher must be followed by good faith efforts toward improvement on the part of the teacher and his/her superior to the end that the teacher shall be assisted to attain and maintain a high level of proficiency. It is also a basic principle that when deficiencies are noted, those particular incidents which led to the conclusion that the teacher's performance, or any part thereof, was deficient, should be set forth within the evaluation.

- (a) A conference with the teacher shall follow each observation within a reasonable period of time, generally within a week. Results of the above conference shall be written and placed in the teacher's folder with a duplicate forwarded to the teacher. Any teacher being evaluated shall have equal opportunity to record a written statement of his/her professional opinion of the observation, the conference and the evaluation itself. This statement shall be placed on file in the teacher's professional folder.
- (b) It is recommended that tenured teachers shall have at least two conferences each year with the principal/supervisor. Such conferences shall be based on accepted professional competency with an exchange of ideas that shall contribute to the professional growth of the individual involved.
- (c) Probationary teachers shall have at least three (3) conferences a year for the same purpose as expressed in (b) above.

5. Each probationary teacher who is not to be recommended for appointment on tenure shall be so notified by the Superintendent of Schools in writing not later than 90 days immediately preceding the expiration of his/her probationary period.

D. Dismissal and Non-Reappointment

1. If a teacher is to be dismissed during the school year, he/she will be given 30 days notice and may request a conference with the Superintendent to discuss his/her case.

2. A teacher who is not on tenure and who is not to be reappointed will be notified as early as possible, so that he/she will have maximum opportunity to seek other employment. When possible, such notice will be given by May 1, although state law requires 30 days notice.
3. In cases of non-reappointment the teacher, upon request, will be given the opportunity to review his/her record with the building principal. Faculty members may have a conference with the Superintendent or his/her designee.

E. Elimination of Positions

1. If a position is to be eliminated, or may possibly be eliminated, the teacher involved and the Association shall be notified no later than two (2) weeks after the school budget has been voted on.
2. A teacher whose position has been abolished shall have the right of first refusal to fill any existing regular teaching, regular substitute or long-term substitute (in that order) vacancy which exists at the time, or arises thereafter, for which they are certified and is posted by the District. If there is more than one teacher whose position has been abolished and who is certified to teach any of the vacancies which are to be filled, it shall be offered to the most senior person. For purposes of this sub-section 2, seniority shall mean length of continuous service in the Oswego City School District.

ARTICLE X – TEACHER AIDES

A claim by the Association that the utilization of teacher aides materially affects working conditions of teachers shall be subject to the grievance procedure. Pending completion of the grievance procedure, no teacher aides shall be imposed on a teacher without his/her consent.

ARTICLE XI - LEAVES OF ABSENCE

A. Leaves With Pay

The following short term leaves shall be granted when required in the amounts and under the conditions specified below:

1. Sick Leave

(a) Months/Days per year:

Ten days for ten month employees (11 for 11 month employees). Effective July 1, 2008, unit members with less than 25 years of credited service with the Oswego

City School District on July 1, 2009, shall earn 12 sick days per year (13 for 11 month employees). May not be added to other leaves.

The bargaining unit member's total annual allotment shall be available for the bargaining unit member's use on the first day of each school year. In the event a bargaining unit member does not complete the full school year, the ten sick days awarded for that year shall be prorated and credited on the basis of one (1) day per month or major fraction of a month actually worked.

Effective July 1, 1997, the maximum sick leave accumulation available under Article XI shall be 275 days for ten month employees and 303 days for eleven month employees. Effective July 1, 2008, unit members with less than twenty five (25) years of service with the Oswego City School District on July 1, 2009, shall receive maximum sick leave accumulation of 310 days for ten month employees and 341 for eleven month employees.

Unit members who have accumulated the maximum number of sick days shall have ten (10) additional days available to them each year to be used without reducing the maximum. Unit members with less than 25 years of credited service with the Oswego City School District on July 1, 2009, shall have 12 days (13 for 11 month employees) beginning with the 2008-2009 school year available to them each year to be used without reducing the maximum. Such ten (10) days per year will not be cumulative and may not be carried over into the following year.

(b) Purposes - Health reasons of the individual employee or spouse, children, parents, parents-in-law, grandparents, grandchildren, or any individual residing in the household on a permanent basis or the adoption of a child (a maximum of 30 accumulated sick leave days may be used for each child adopted).

(c) Other Requirement:

Written certificate from proper medical authority may be required by the Superintendent after three (3) days of consecutive absence if misuse of such leave is suspected.

(d) Transfer Credit:

It shall be within the sole discretion of the District whether or not to grant sick leave transfer credit to any or all teachers coming to this District from another school district. If the District chooses to grant such credit, it will be on a basis of one day credit for each two days of sick leave accrued in another district up to a maximum of 30 days.

2. Personal Leave:

(a) Months/Days Per Year:

Five per year if needed - three automatic, two upon approval.

(b) Purposes:

Legal or financial, religious or other ceremonies, other personal and cogent reasons.

(c) Other Requirements:

Request 24 hours in advance, except in an emergency. Three days in advance for discretionary leave days. Except as hereinafter provided in subsections (d) and (e), personal leave not to be used to extend any holiday or vacation period. Unused Personal Leave shall be credited to the individual's accumulated sick leave at the end of the school year. Other available leave days provided by contract must be used before discretionary leave days.

(d) Personal Leave can be used on days prior to or following a holiday or vacation period for a court appearance or other legal matter where the teacher is a party, marriage(s), religious or other ceremonies, and for a significant immediate family ceremony or event (example: child's graduation). Upon provision of details (who, what, where, when, why) of one of the above reasons to the Superintendent, the Director of Personnel shall grant approval for the leave. Use of such leave shall be considered as Automatic Personal Leave.

(e) In extenuating circumstances, the Superintendent may grant approval for other requests for personal leave not covered in (d) above on days prior to and/or following a holiday or vacation period. Should the Superintendent deny such leave, the teacher may appeal the decision to the Board of Education for a final decision.

(f) DOCK DAYS - "Dock" days (leave without pay) shall be made available to teachers on days prior to or after a holiday or vacation period with the following restrictions:

(i) The maximum number of "dock" days a teacher may take prior to or after a holiday or vacation period shall be two (2) days.

(ii) No teacher may use "dock" days for the same holiday or vacation period in two (2) consecutive years.

- (iii) The number of teachers who may use “dock” days around any one (1) holiday or vacation period shall be limited to five (5) teachers on a first come, first served basis.
- (iv) The number of teachers who may use “dock” days around holiday or vacation periods in any one (1) school year shall be limited to a total of twenty (20) teachers on a first come first served basis.
- (v) The restrictive numbers in 3 and 4 above shall not include teachers who use personal leave in and around holiday or vacation periods.
- (vi) “Dock Days” may not be used in combination with personal leave, prior to or following a holiday or vacation period, except in the extenuating circumstances as outlined in paragraph 2(e) above. “Dock Days” may not be used during the last seven (7) school days of the school year except upon approval of the Superintendent of Schools.

3. Professional Leaves

- (a) Months/Days per year:

As approved.

- (b) Purposes:

Attendance at professional conferences.

- (c) Other Requirements:

Five days with prior application and approval by the Superintendent.
Authorized expenses to be reimbursed.

4. Court Attendance

- (a) Months/Days per year:

Length of time required.

- (b) Purposes:

Jury duty or called as a witness.

- (c) Other Requirements:

Full pay. Not deductible from sick leave. There shall be no compensation under this subsection for teachers who are parties to a legal or

administrative proceeding arising outside the scope of employment. The term “witness” shall apply to non-party witnesses only.

5. Funeral Leave

(a) Months/Days per year:

Five days: Death of spouse, children, father, mother, or others residing in a unit member’s household (defined as those physically in residence in the household for at least ninety [90] days). Three Days: parents-in-law, brother, sister, grandparents, grandchildren, or others residing in household. One day for others.

(b) Purposes:

To attend funeral or make other necessary arrangements.

6. Summer Leave

(a) Months/Days per year:

Two days for summer employees.

(b) Purposes:

Illness.

(c) Other Requirements:

May not be added to other leave. May not be accumulated.

B. Leaves Without Pay

1. Military Leave

(a) Months/Days per year:

Length of required service when drafted or for enlistment period in lieu of draft, upon prior notification.

(b) Employees called into service retain status as probationary or tenured teacher.

2. Sickness Other Than Immediate Family

(a) Months/Days per year:

Up to two days per year.

- (b) Upon request, additional absence may be granted at the discretion of the Superintendent.

3. Miscellaneous.

A leave without pay may, at the sole discretion of the District, be granted upon request to a maximum of six (6) tenured teachers per year who are elected to a public political office, a union office, who receive a grant or scholarship, or who intern with any organization. The duration of the leave shall coincide with the duration of the term of office, grant, scholarship, or internship.

4. Graduate Study.

Graduate studies related to a field of the staff member's professional responsibilities or in the general area of public education.

5. Personal Health

- (a) Personal health reasons for individual teacher, or members of the teacher's immediate family, up to a maximum of two (2) years. Should the teacher thereafter be unable to return to employment, he/she shall be placed on a preferred eligible list for five (5) years and be given priority status in the filling of any vacancy or opening during that five (5) year period that may exist in the teacher's tenure area or in any area in which he/she may be certified. Except for the above exceptions, the District and the Association agree to adhere to Section 2510 of the New York State Education Law concerning any questions that may arise over preferred eligible status. For purposes of this Section (a) only, immediate family is defined as spouse, children, parent and domestic partner.
- (b) When the reason for placement on the Preferred Eligible List is the teacher's personal health, the District shall not be required to notify the teacher of any openings or vacancies until such times as the teacher has provided appropriate medical documentation of his/her ability to return to work.
- (c) When the reason for placement on the Preferred Eligible List is the personal health of a member of the teacher's immediate family, the District shall notify such teacher(s) of particular openings or vacancies in the teacher's tenure area or in any area in which the teacher is certified.
- (d) When notified by Certified Mail, Return Receipt Requested, of the existence of an opening or vacancy, the teacher must indicate an interest in accepting the position within seven (7) days of receipt of the notice and

must, within a reasonable period of time thereafter provide evidence of certification for the position in question.

- (e) Any teacher who has utilized the Preferred Eligibility List procedure, and been recalled, may not again avail himself/herself of this procedure for a period of one (1) year from the date of recall.

6. Family Relocation.

Family Relocation, if the teacher states in the request intent to return following a one (1) year leave of absence, shall be defined as a relocation for the purposes of employment of the teacher's lawful spouse or domestic partner, or for other reasons relating to the temporary relocation of the employee's lawful spouse or domestic partner. The use of the term "domestic partner" shall be limited to this paragraph B-6 of Article XI only, and shall not be applicable to any other provision of this Collective Bargaining Agreement except as provided in B-5-a above.

7. Personal Unpaid Leaves.

Leaves of absence for up to one year, without pay, may be granted in accordance with the terms set forth herein. Any request for such leave shall be made, in writing, and submitted to the Director of Personnel no later than March 15 of each year. The request shall set forth the reason(s) for requesting the leave. A committee of three members appointed by the president of the OCTA shall screen all applications and shall select, no later than April 15, up to eight (8) requests to be forwarded to the Board of Education. The Board of Education shall review such requests and shall grant up to five (5) of the requests. The criteria for screening and approval shall be based upon the purpose of the leave, the anticipated likelihood of the teacher returning upon the conclusion of the leave, and the anticipated value of the leave to the District. The decision of the Board of Education as to which applicants are selected for the leave shall not be subject to the grievance procedure. In the event that it is alleged that the Board of Education has abused its discretion with regard to the number of recommendations actually approved, then such determination shall be subject to the grievance procedure.

C. Family Leave.

1. Maternity - Disability Leave

- (a) A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided that her attending physician verifies in writing that she is capable of performing her professional obligations. Such verification may be required by the Superintendent or his designee

on a monthly basis beginning with the sixth month of pregnancy. Such teacher shall have the right to

- (i) return to active employment whenever, after delivery, her physician verifies in writing that she is capable of performing her professional obligations, or
 - (ii) use her accumulated sick leave benefits in the event she is not capable of performing her professional obligations by reasons of a medical disability as verified by her physician in connection with or resulting from her pregnancy.
- (b) If the District desires to verify the findings of the attending physician, it may do so by requiring a second medical examination by another physician, who is acceptable to the District, selected by the teacher. The second medical examination shall be at District expense.
- (c) Reasonable notice will be given by the teacher when she intends to leave and when she intends to return.

2. Child Rearing Leave

- (a) In the case of a birth or adoption of a child, a bargaining unit member, upon written request, shall be granted a leave of absence up to a maximum of two (2) full school years for child rearing purposes under the following conditions:
- (i) Requests shall be submitted at any time between the commencement of the pregnancy and one month after the birth of the child and as soon as possible in the case of adoption.
 - (ii) The parties understand and agree that for staffing and instructional reasons, it is preferable to have the commencement of, and return from, such leave coincide with the beginning of a semester and, when practicable, this will be done. It is further understood and agreed, however, that there are situations when it is more educationally sound to have the teacher in question return during a semester and this subsection 2 shall not preclude a teacher from doing so when, in the judgment of the District, it is educationally beneficial and the teacher desiring to return provides at least three weeks advance notice. So that this may be accomplished without controversy, and for the mutual benefit of both parties, it is expressly understood and agreed that in child rearing leave situations for which a regular substitute appointment or long term assignment is made, such appointment or assignment shall only be until the return, resignation or retirement of the teacher who is on

child rearing leave. The regular substitute appointment resolution or long term assignment shall so specify.

3. Other Applicable Conditions

- (a) Child rearing leaves will be without pay.
- (b) All benefits to which a teacher was entitled at the time his/her leave of absence commenced including unused accumulated sick leave and previously accrued credits toward tenure and sabbatical leave eligibility will be restored to him/her upon his/her return and he/she will be assigned to an equivalent position which he/she held at the time said leave commenced.
- (c) Benefits will not be accumulated during the period of the leave.
- (d) In the case of non-tenured teachers the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining tenure.
- (e) Upon return from such leave, the teacher will be placed on the salary step he or she was on at the time of commencement of the leave, unless the teacher has taught for the complete semester immediately preceding the leave.

D. Sabbatical Leave

1. Committee

There shall be a Sabbatical Leave Committee, consisting of two (2) teachers appointed by the President of the OCTA and two (2) administrators appointed by the Superintendent of Schools, which shall review and act upon applications for sabbatical leave submitted by members of the bargaining unit. In the event an application does not receive a majority either approving or denying it, a fifth individual shall be selected by the other four for the purpose of reaching a decision on the application. Such individual shall be selected within ten (10) days after a deadlock occurs and serve only for the case in question. If the committee is unable to agree upon a fifth individual within ten (10) days, they shall request the American Arbitration Association to submit a list of neutrals in accord with Rule #12, Appointment from Panel, of the Voluntary Labor Arbitration Rules of the Association. The committee shall then select a fifth individual from that list in accordance with the Rules.

2. Length of Leave

One year at 60% of scheduled salary for that year or one-half year at full salary.

3. Purposes

- (a) Study
- (b) Travel or research which is related to the unit member's current certification or assignment.
- (c) Other programs of value to the school system.

4. Other Requirements.

Leaves shall be limited to four (4) bargaining unit members, each of whom has at least seven (7) years in the District. Applications shall be on approved forms to be submitted by January 1 for the following school year. The applicant will be informed within 30 days. A unit member who resigns before completion of one year's service following sabbatical must repay gross salary for period of sabbatical in manner to be arranged with the Superintendent. The decision regarding the awarding or denial of sabbatical leaves shall not be subject to binding arbitration.

E. Association Meetings.

Leave with pay will not be granted for attendance at Oswego Classroom Teachers, NYSUT, or American Federation of Teachers meetings except for delegates to NYSUT Representative Assembly and one-half day for NYSUT exhibits for instructional materials.

ARTICLE XII – SICK LEAVE BANK

A Sick Leave Bank shall be available to all bargaining unit members and shall be administered by a committee consisting of two bargaining unit members appointed by the President of the OCTA and two administrators appointed by the Superintendent of Schools. This committee shall review and pass upon applications for additional sick leave days submitted by the members of the bargaining unit.

In the event an application does not receive a majority either approving or denying it, a fifth individual shall be selected by the other four for the purpose of reaching a decision on the application. Such individual shall be selected within ten (10) days after a deadlock occurs and serve only for the case in question. If the committee is unable to agree upon a fifth individual within ten (10) days, they shall request the American Arbitration Association to submit a list of neutrals in accord with Rule #12, Appointment from Panel, of the Voluntary Labor Arbitration Rules of the Association. The committee can select a fifth individual from that list in accordance with the Rules.

The intention of the sick leave bank is to protect the unit member from financial burden due to a serious health condition. It is not intended to be a solution to the problem of the exhaustion of the sick days.

A unit member who has previously elected to participate in the sick leave bank may apply for additional days when his/her accumulated leave has been exhausted because of a serious health condition.

For the purposes of this Article, the term "serious health condition" shall be defined in accordance with the definition of the Family and Medical Leave Act, i.e., "an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider."

Each member of the bargaining unit shall have the opportunity to elect to participate in the sick leave bank by filing a signed authorization statement no later than October 1. A unit member who begins employment after September 1 will have thirty days from the beginning date of employment in which to sign such authorization.

Each unit member who elects to participate in the sick leave bank shall contribute one day of accrued sick leave during his/her first year of participation. In subsequent years of participation, a unit member shall contribute one day per year providing the total contribution will not result in exceeding the maximum of 500 days. Whenever contributions of one sick day from each of the participants would result in exceeding the maximum of 500 accumulated days, only new participants will contribute. These new participants may contribute to the sick leave bank regardless of the bank maximum of 500 days. If during the school year the contribution from all other participants would not result in exceeding the maximum of 500 days, each such participating unit member shall contribute one day. The number of accumulated days in the sick leave bank shall not exceed 500 except for contributions made by new participants and those unused sick days automatically contributed by unit members who are participants in the sick leave bank, resign upon completion of the school year or cease employment with the District before the completion of any school year, and are not eligible for the benefits of Article XVI.

A person will not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, the first twenty (20) days of serious illness or serious injury must be covered by the person's own accumulated sick leave or absence without pay. The submission of the application for additional sick leave, along with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation shall be submitted to the Sick Leave Bank Committee on the appropriate form. Additional information stating the number of accumulated days, the number of days used prior to request, and the number of sick days requested will also be required.

The maximum number of days available from the bank for any serious illness or injury shall be one hundred (100). A participant who (while using additional sick leave days from the bank) is placed on Long-Term Disability shall continue to utilize such additional days until receipt of the first disability payment, at which time withdrawals from the Sick Leave Bank shall cease.

Bargaining unit members shall not be entitled to benefits from the Sick Leave Bank and Long Term Disability Program simultaneously.

Persons withdrawing from the bank or leaving the system must leave contributed days in the bank.

Situations regarding the use of the bank will be handled at the discretion of the Sick Leave Bank Committee, and the Committee's decisions shall be final, binding, and not subject to the Grievance and Arbitration Procedure set forth in this Agreement. The Board of Education may, at its sole discretion, grant additional days to a unit member upon request who has exhausted his/her sick bank allotment. The Board's decision shall not be subject to the grievance/arbitration procedure.

ARTICLE XIII – INSURANCES AND MISCELLANEOUS ITEMS

A. Payroll Deductions

1. Employees shall be permitted to use a payroll deduction program for each of the following:
 - (a) Tax Sheltered Annuity
 - (b) Teachers Credit Union
 - (c) Professional Dues
 - (d) U. S. Savings Bond
 - (e) United Fund
 - (f) OCTA Scholarship Fund
 - (g) Health Insurance Program
 - (h) OCTA Dental Care Plan
 - (i) Wellness Membership,
 - (j) VOTE - COPE
 - (k) NYSUT Member Benefit Trust
2. Each employee shall execute a written authorization for the above deductions. As to the deduction for professional dues, the employer shall deduct an amount equal to the total amount of dues requested by the OCTA on behalf of the employee for membership in the OCTA and its affiliates, and shall transmit said amount to the OCTA for distribution to its affiliates.
3. The OCTA Scholarship Fund payroll deduction for each year shall be deducted from the third check of the month in which there are three paychecks.
4. Employees participating in the OCTA Dental Care Plan must submit written authorization for the deductions by October 15th in order for the deductions to be made during the first semester and by February 15th in order for deductions to be made during the second semester. Thereafter, the District shall deduct in equal

installments from each subsequent paycheck the amount of monies so submitted for deduction.

B. Reimbursement of Approved Trips

The Board shall authorize the reimbursement of approved trips at the first regular Board meeting following the submission of the written report, provided said report is submitted at least by Wednesday prior to the close of the business day of the School District on the day of the Board meeting. Payment of such authorized reimbursement shall be made on the first pay date following such Board meeting, provided said pay date does not fall on the day immediately following the day of the Board meeting. In the event the pay date does fall on the day following the day of the Board meeting, the financial officer of the School District shall make such reimbursement payment as soon thereafter as is possible, but in no event shall such payment be made later than the immediate next subsequent pay date.

C. Speech Therapist

In the interest of improving the education for the physically handicapped, the Board of Education will strive to employ additional speech correction teachers so that a ratio of one (1) teacher per 100 pupils with speech impairments may be achieved and maintained.

D. Substitutes - Listing of

To insure a continuing education in all academic fields the Board of Education will strive to expand the substitute teacher list to include substitutes in all fields. And in the event of a teacher's absence, a substitute shall be provided, regardless of area of instruction.

E. Social Worker

The City School District of Oswego will strive to employ one full time social worker for every 2,000 pupils or major fraction thereof enrolled in the School District.

F. Nurses and Dental Hygienists

In the interest of the health and safety of our children the Board of Education will strive to provide full time nursing service at a ratio of one (1) nurse teacher for every 500 pupils or major fraction thereof and the services of at least one (1) Dental Hygienist for the students of this District.

G. Special Education

The City School District of Oswego will strive to expand the special education classes to meet the needs of the student body regardless of age and will strive to provide inservice education for all teachers.

H. Substitutes - Securing of

Teachers requiring the service of substitute teachers are normally to adhere to the following procedures:

1. Notify the Assistant Superintendent of Schools or the building principal citing the reasons for such request at least twenty-four hours in advance, where possible.
2. Where the circumstances preclude the possibility of accomplishing the action outlined in "1" above, and a teacher is unable to report to his/her respective position, the teacher must immediately follow the procedures as indicated in Administrative Memorandum "Procurement of Substitute Teachers", which is contained in the Teachers Handbook.
3. Lesson plans and/or special instructions are to be available for the substitute and the location of same to be made known to the principal prior to the beginning of school on the day or days of the teachers' absence.

I. Absences, Leaves and Vacations

1. On days that school is closed because of weather or other emergency, teachers should report for work, when in their judgment conditions permit, to engage in professional activities.
2. On days that school is closed for conference, teachers who do not attend the conference will report to their buildings for work. Failure to do so will result in the loss of one day's salary.

J. Leaving School Building During Working Hours

1. Teachers may leave the building where employed during working hours at times they are not assigned. It shall be the teacher's responsibility to notify the office of the principal or his/her designee of departure and return.
2. It is recognized that the principal has the responsibility of adequately staffing the building and may deem it necessary at times to limit the number of teachers out of the building.

K. Pay Periods

1. The Board of Education will establish pay dates every two calendar weeks, and will strive to provide an optional ten or twelve month basis with the remaining salary to be paid on the last pay date in June.
2. When a pay date falls within a holiday period, teachers will be paid on the last working day of the pay period preceding the holiday whenever possible.

L. Health Insurance

1. The Board of Education will pro-rate the employees' health insurance premiums in ten (10) equal monthly payments.
2. Board of Education will provide ninety-five (95%) percent for individual and ninety-five (95%) percent for family coverage for the cost of health insurance for the professional staff, both active and retired, with Blue Cross/Blue Shield of Central New York through the 2002-2003 school year, thereafter the Board of Education will continue to provide ninety-five (95%) percent for all who retired prior to July 1, 2003.

Starting July 1, 2003 the Board of Education will provide ninety-two (92%) percent for individual and ninety-two (92%) percent for family coverage for the cost of health insurance for the professional staff, both active and those whose effective date of retirement is on or after July 1, 2003, with BC/BS of CNY.

Starting January 1, 2008, the Board of Education will provide ninety-one (91%) percent for individual and ninety-one (91%) percent for family coverage for the cost of health insurance for the professional staff, both active and those whose effective date of retirement is between January 1, 2008, and on or before July 1, 2008, with BC/BS of CNY.

Starting July 1, 2008, the Board of Education will provide ninety (90%) percent for individual and ninety (90%) percent for family coverage for the cost of health insurance for the professional staff, both active and those whose effective date of retirement is between July 1, 2008, and on or before July 1, 2009, with BC/BS of CNY.

Starting July 1, 2009, the Board of Education will provide eighty-nine (89%) percent for individual and eighty-nine (89%) percent for family coverage for the cost of health insurance for the professional staff, both active and those whose effective date of retirement is between July 1, 2009, and on or before July 1, 2010, with BC/BS of CNY.

Starting July 1, 2010, the Board of Education will provide eighty-eight (88%) percent for individual and eighty-eight (88%) percent for family coverage for the cost of health insurance for the professional staff, both active and those whose effective date of retirement is after July 1, 2010, with BC/BS of CNY.

No change in the carrier will be made without mutual consent. Professional staff granted a long-term disability on or after March 31, 2000, and professional staff granted disability retirement on or after March 31, 2000, will be provided by the Board of Education with the same percentage of the cost of health insurance coverage as active and retired professional staff at the time of their long-term

disability or disability retirement. The health insurance benefits of both active and retired employees shall be at least equal to those benefits agreed to be provided by BC/BS of CNY commencing July 1, 2000, as detailed on Addendum A attached hereto and made a part hereof.

- (a) Major Medical Deductibles of \$50 per individual and \$150 per Family. Starting January 1, 2011, major medical deductibles shall be \$100 per individual and \$300 per Family.
 - (b) Reimbursement of up to \$50 annually for costs of a physical examination.
 - (c) 100% reimbursement of usual, customary and reasonable surgical expenses
 - (d) The Patient Advocate Plan as originally proposed by the District with the original \$200 "penalty" for not utilizing the required procedures.
 - (e) Contraceptives prescribed by a physician will be available through the prescription drug rider. The prescription drug card co-pay shall be \$3.00 (generic) and \$5.00 (regular). Starting July 1, 2008, the prescription drug card co-pay shall be \$5.00 (generic) and \$15.00 (regular).
 - (f) Diagnostic X-Rays, regardless of where taken, shall be available for first dollar coverage under the existing plan.
3. Effective July 1st each year of the contract, teachers at the top of the applicable salary schedule, who do not receive an increment provided by the schedule, will receive a lump sum payment up to \$150.00 in reimbursement for expenditure for health, dental, life, or income protection insurance premiums. This reimbursement for insurance will be made in two (2) payments, the first of which shall be made after 50% of the premium is paid and the second payment upon completion of premium payment. To be entitled to reimbursement, the applicable insurance forms must be filed by December 1st and April 1st of each year. A notice of submission dates will be included in the last pay envelope prior to the submission dates.
4. Unit members with 25 or more years of service with the OCSD as of July 1, 2008, shall keep the same benefit that is in the expired 2004-06 agreement with regard to the use of unused sick days in retirement.

Unit members who retire on or before September 1, 2011, in accordance with the New York State Teachers Retirement System shall keep the same benefit that is in the expired 2004-06 agreement with regard to the use of unused sick days in retirement.

Unit members that have both less than twenty five (25) years of service with the Oswego City School District on July 1, 2008, and retire after September 1, 2011, in accordance with the New York State Teachers Retirement System and have accumulated 100 days of unused sick days or more, shall surrender 100 of their accumulated days to the District and in return continue with the District's health insurance program in retirement with the District paying 100% of the premium for the life of the member. Unused sick-days in excess of 100 days shall be compensated in accordance with ARTICLE XVI – RETIREMENT INCENTIVE.

Unit members that have both less than twenty five (25) years of service with the Oswego City School District on July 1, 2008, and retire after September 1, 2011, in accordance with the New York State Teachers Retirement System and have less than 100 accumulated sick days at retirement shall use those days to reduce their insurance contribution and will not receive compensation in accordance with ARTICLE XVI – RETIREMENT INCENTIVE. To determine the cash equivalent of one day of sick leave, the fraction of 1/200 will be multiplied by the final year's salary.

5. The District shall implement and provide at no cost to the individual unit member(s) an Employee Assistance Program to be conducted under the auspices of a jointly agreed upon service provider.
6. The District shall institute a flexible spending account program for use by active professional staff for payment of the maximum number of expenses permitted by law. The Plan shall be administered by a third party administrator (TPA) that is jointly selected by the District and Association. The District shall pay the cost of the TPA.
7. As part of its Health Insurance Program, the District will make available an optional Managed Care (Point of Service) Plan for those bargaining unit members who choose to elect such an option.
8. An administrative oversight committee (AOC) shall be established consisting of five (5) members selected by the District (it being intended that the District will utilize three of its selections for other employee organizations and that the District's number of selections will be reduced accordingly if any of those organizations elect not to have representation on the committee), and one (1) member selected by the OCTA President. The AOC shall meet, at minimum, quarterly in order to review a financial analysis and utilization of the Plan. The AOC shall make recommendations to the District regarding fixing of premium rates based on a financial analysis and utilization review. The AOC shall also meet as needed to hear questions and concerns from plan participants. An agenda will be prepared prior to each such AOC meeting. The AOC function at such meetings shall be to analyze issues raised by participants as they relate to plan administration and design. When necessary, the AOC will make recommendations to the District regarding plan participant issues that it analyzes.

M. Dental Insurance

The District shall contribute a lump sum of money towards the OCTA Dental Care Plan Program equal to \$550 per bargaining unit member. Starting July 1, 2008, the District shall contribute a lump sum of money towards the OCTA Dental Care Plan Program equal to \$600 per bargaining unit member. Starting July 1, 2010, the District shall contribute a lump sum of money towards the OCTA Dental Care Plan Program equal to \$650 per bargaining unit member. Equal payments are to be made on July 1, October 1, January 1, and April 1. The District shall not be liable for any costs of the plan that exceed the amount of the specific contribution required by this Article.

N. First Aid Course

All persons appointed as coaches shall complete a first aid course prior to the beginning of such coaching duties, or shall otherwise be currently certified in first aid. A committee of coaches will work with the school doctor and/or members of university faculty in developing an in-service course best designed to meet the needs of the coaches in areas of first aid and safety.

O. Long Term Disability Income Plan

Effective July 1, 1990, the District shall pay 75% of the premium cost for employees actually enrolled in a mutually agreed upon disability insurance (income protection) plan which provides approximately 66.67% of income and provides means to have the benefits adjusted for employees who are eligible for Social Security or New York State Teachers Disability Retirement benefits. The plan shall be at least equal in benefits to the plan for teachers in the Oneida City School District during the 1989-90 school year.

P. Smoking Cessation Program

The District agrees to provide to unit members smoking cessation programs at a cost not to exceed \$75 per participant. The providers shall be mutually determined. Unit members who opt to attend alternative group smoking cessation programs shall be reimbursed for the cost of such alternative group programs upon proof of completion of the program, provided the cost does not exceed \$75.

ARTICLE XIV – DISCIPLINE

The ideal atmosphere prevails when the school situation prevents attitudes, behavior and conduct that would lead to disciplinary action. The discipline policy should be unified and consistent. Standards adopted should be understood and adhered to by all. It shall be the responsibility of the administration and Board of Education to uphold educationally, and defend legally, disciplinary actions taken by professional staff deemed to be consistent with affirmed disciplinary policy.

A. General Discipline

Classroom discipline is primarily the responsibility of the classroom teacher. School discipline outside the classroom is the shared responsibility of all District employees. A teacher's jurisdiction refers to all Board of Education property. Extreme discipline problems shall be referred to the immediate designated supervisor when the classroom teacher has exhausted all reasonable approaches to the problem.

B. Extreme Discipline Cases

1. A teacher shall have the responsibility of requesting, in writing, a conference with the principal for the purpose of providing more positive action in more serious discipline cases. Such a conference would require the presence of the teacher, the school principal, the parents, and the student. The written request shall cite the circumstances involved.
2. If in the judgment of the classroom teacher it becomes necessary, appropriate restraint may be used with discretion, and within the law, to restrain and correct a pupil.

C. Assault and Battery

1. Teachers shall report verbally (by the end of school day) and in writing within 24 hours, to their principal all cases of assault suffered by them and all other cases of extreme misbehavior on the part of pupils occurring in connection with their employment.
2. This report shall be forwarded to the Superintendent of Schools who shall comply with any reasonable request from the teacher. The Board of Education shall take the appropriate action as provided by Section 3028 of the Education Law.
3. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Board of Education, shall furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance and shall provide such other assistance as may be required by law.
4. Any teacher who shall be absent from his/her duties as the result of an assault or battery as a result of the performance of his/her duties shall not have his/her sick leaves reduced for the first sixty (60) school days following the incident. Subsequent to the expiration of the sixty (60) school days, any further absence will be treated in accordance with existing District practices relating to Workers' Compensation claims (Personnel Notice: No. 175, dated October 3, 1974).

ARTICLE XV - IMPROVEMENT OF EDUCATIONAL PROGRAM

It is recognized that the development of Reading and Math skills and the reduction of failure and drop-out rate are among the most critical concerns in education today.

It is further recognized that the teachers of this District have started planning efforts designed to reduce the extent of these problems.

As a further step in reducing the extent of these problems it is agreed that:

1. The District Liaison Committee will use its best efforts to submit plans containing procedures for the development of programs designed to improve reading and math skills and to reduce failure and drop-out rates to the Superintendent.
2. By schools, the Teacher-Building Principal Liaison Committee will submit a program designed to improve the same areas to the Superintendent.
3. The building committees will use their best efforts to submit their final program(s) for improvement to the Superintendent.
4. The Superintendent will consult with the existing District Liaison Committee and the District Advisory Council for the purpose of securing recommendations regarding the adequacy of the programs.
5. The Superintendent will present the programs, with the recommendations of the District-Wide Liaison Committee and the District Advisory Council, together with his own recommendations, to the Board of Education for final action, regarding approval or disapproval, no later than sixty (60) days from the date of submission of the programs to the Superintendent.
6. Adequate space and facilities will be made available to personnel within each school for the purpose of developing programs.

ARTICLE XVI – RETIREMENT INCENTIVE

- A. Effective September 1, 1996, bargaining unit members who retire during their first year of eligibility for retirement, or during the period commencing with their first year of eligibility through the first year when there would not be a legislatively reduced pension benefit, will be eligible to receive \$95.00 per day for each unused sick day up to the applicable contractual maximum and paid as a Employer Non-elective Contribution as described in Paragraph D below. Effective July 1, 2008, unit members with less than twenty five (25) years of service with the Oswego City School District on July 1, 2009, and who retire during their first year of eligibility for retirement, or during the period commencing with their first year of eligibility through the first year when there would not be a legislatively reduced pension benefit, will be eligible to receive \$100.00 per day for

each unused sick day in excess of 100 days and up to the applicable contractual maximum and paid as a Employer Non-elective Contribution as described in Paragraph D below. In either case, in order to receive this retirement benefit incentive the teacher must submit, and the District must receive, an irrevocable letter of resignation for the purpose of retirement no later than ninety (90) calendar days prior to the effective date of retirement.

- B. Effective September 1, 1996, bargaining unit members who retire in their second year of eligibility for retirement, or anytime thereafter, shall receive \$75.00 per day for each unused sick leave day up to the applicable contractual maximum and paid as a Employer Non-elective Contribution as described in Paragraph D below. Effective July 1, 2008, unit members with less than twenty five (25) years of service with the Oswego City School District on July 1, 2009, and who retire during their second year of eligibility for retirement, or anytime thereafter, shall receive \$85.00 per day for each unused sick day up to the applicable contractual maximum and paid as a Employer Non-elective Contribution as described in Paragraph D below. In either case, in order to receive this, the aforementioned retirement benefit incentive the teacher must submit, and the District must receive, an irrevocable letter of resignation for the purposes of retirement no later than ninety (90) days prior to the effective date of retirement.
- C. The provisions of Section A and B of this Article, above, shall not apply to any individual who has been dismissed pursuant to the provisions of Sections 3020 and 3020-a of the New York State Education Law.
- D. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein. In any applicable year, the maximum Non-elective Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. Employer contributions shall be deposited into the 403(b) account selected by employee to receive employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall inform the employee by certified mail of his/her options regarding the contribution. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, such excess shall be reallocated to the Employee in July of the following year as a Non-elective Employer Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in July of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Non-elective Employer Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Non-elective Employer Contribution exceed the Contribution Limit of the Internal Revenue Code. For Tier I members with membership dates prior to June 17, 1971, Employer Nonelective Contributions to 403b accounts herein shall be reported as non-regular compensation to the New York State Teachers' Retirement System. This arrangement shall be subject to IRS regulations and rulings. Should any portion be

declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform as closest as possible, to the original intent of the parties.

ARTICLE XVII – SUBSTITUTE TEACHERS

A. Regular Substitute Teachers

A regular substitute teacher is appointed by the Board of Education for one semester or more and is entitled to all of the rights, benefits and privileges of this Agreement. In the event that a teacher, regardless of whether such teacher has been actually appointed by the Board of Education as a Regular Substitute Teacher, actually serves for more than one semester or its equivalent in the same assignment, such teacher shall, immediately upon the completion of one semester of service, be eligible for all of the rights, benefits and privileges of this Agreement.

B. Long Term Substitute Teachers

A long term substitute teacher serves for a period in excess of thirty (30) days in the same assignment but less than one semester and shall be compensated as per Board Policy in the official SUBSTITUTE TEACHER HANDBOOK.

A long term substitute teacher will accrue sick leave at the rate of one day for each twenty (20) days of service and personal leave at the rate of one-half (1/2) day for each twenty (20) days of service.

A long term substitute teacher may accumulate sick leave to a maximum of thirty (30) days. Any long term substitute teacher shall forfeit all accumulated sick leave if not employed as a long term or regular substitute teacher or probationary teacher for a period of one year following the last date of employment.

ARTICLE XVIII – SAVINGS CLAUSE

Should any valid federal or state law or final determination of any court of competent jurisdiction declare illegal any provision of this contract, the provision or provisions so affected shall be made to conform to the law either by addition or deletion, and otherwise this contract shall remain in full force and effect. In such a case, the parties will meet to negotiate a legal replacement, if possible, for such provision. It is understood that such negotiations shall be strictly limited to the particular provision which was declared illegal and that no other provision of the contract shall be affected or subject in any way to renegotiations.

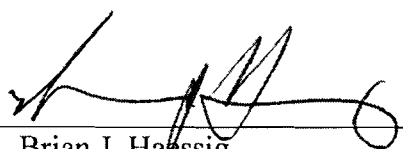
ARTICLE XIX – REQUIREMENT OF TAYLOR LAW

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 ITS APPROVAL.


IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year written below.

Signed this 26 day of June, 2009.

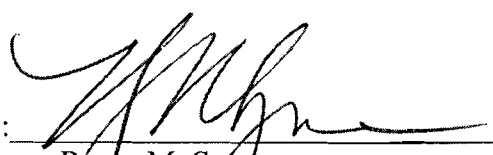
**OSWEGO CLASSROOM TEACHERS
ASSOCIATION**

By: 
Brian J. Haessig,

OSWEGO CITY SCHOOL DISTRICT

By: 
William W. Crist
Superintendent of Schools

**OSWEGO CLASSROOM TEACHERS
ASSOCIATION**

By: 
Roger M. Sprague
Association, 2nd Vice President

APPENDIX “A”

No less than four (4) school weeks before the commencement of a new school semester, the Department Chairperson shall meet with each member of his/her department to determine whether an agreement can be reached to determine the scope of duties to be performed by each classroom teacher (consistent with those set forth in Article VIII, Section D-Lb.) during the additional period for the forthcoming semester. If agreement has not been reached by the teacher and the Department Chairperson three (3) school weeks prior to the start of a semester, the teacher will meet with the High School Principal (or his/her designee) to attempt to determine the scope of work to be performed. If agreement has not been reached between the teacher and the High School Principal (or his/her designee) two (2) school weeks prior to the start of a semester, the teacher will meet with the Superintendent, or his/her designee, to determine the scope of work to be performed. If agreement has not been reached between the Superintendent (or his/her designee) and the teacher one (1) school week before the start of the semester, the High School Principal shall then determine the periods for individual planning/preparation and the periods for District directed activities (which shall not be more than three (3) periods in any six (6) day cycle) and what the District directed activities shall be, consistent with the duties set forth in Article VIII, Section D-l.b.

Addendum A

Blue Cross Blue Shield of Central New York Health Insurance Plan City School District of Oswego

CENTRAL NEW YORK REGIONWIDE PLAN (C RP CRT 782), supplemented by:

- Select Blue Surgical - Medical Group Certificate (S SE CRT 782)
- Major Medical Expense Group Certificate (CS MM CRT 782)

Riders:

- Excellus Health Plan, Inc.(CS Excellus R 95)
- Service Marks(CS SM R 95)
- Temporary Continuation of Coverage Under Federal Law(CS TCC R 92)
- Temporary Continuation of Coverage Under New York State Law.....(CS TCCNYS R 93)
- Coverage of Newborns from the Moment of Birth(CS CNMB R 93)
- Coverage of Adopted Children (CS CAC R 94)
- Government Hospitals and Programs..... (CS GHP R 18)
- Routine Cervical Cancer Screening (CS RCCS R 93)
- Hospice Program.....(C HP R 186)
- Outpatient Treatment of Alcoholism and Substance Abuse (C OTAS R 18)
- Social Worker Provider.....(S SWP R 485)
- Diabetic Treatment.....(CS Diabetes R 94)
- Aminoacidopathies Formula Benefit(CS AFB R 94)
- Coordination of Benefits (CS COB R 07)
- Experience Conversion Privilege When And How You May Convert..... (CS ECPMM R 93)

Additional Riders:

- Well Child Visits..... (CS WCV R 94)
- Student to 25 Coverage(CS SC R 95)
- Elective Sterilization Coverage (S ES R 283)
- To Eliminate Waiting Periods.....(CS EWP R 581)
- Maternity Care Services.....(CS MCS R 96)
- Chiropractic Care (CS CC R 98)
- Emergency Care for a Sudden and Serious Condition..... (CS ECSSC R 97)
- Outpatient Mental, Nervous and Emotional Disorder care.....(CS OMNE VCYM R 94)
- Regionwide Alcoholism Treatment(CS RP A R 48)
- Regionwide Plan Mental Care (CS RP RM 48)
- 1-2 Regionwide Plan..... (CS RP R-1-2-R 95)
- Breast Reconstruction Surgery.....(CS BRS R 98)
- Cancer Related Second Medical Opinion (CS CRSMO R 98)
- Prohibited Physician Referral (CS PPR R 98)
- Prescription Medicines..... (CS PME R 186)
- Routine Physical Examination.(S RPE R 1079)
- Cost Sharing for Out-of-Area Services.....(CS CSOOA R 97)

External Appeals Endorsement (EX-12)

Also - \$3.00 Generic/\$5.00 Brand Benefit for which Rider is not available.

Addendum B

In the event that the District elects to provide the insurance benefits set forth in Article XIII. L of the 2004-06 agreement, through a self insured program, the following procedures shall apply:

1. The self-insured program shall be administered by a jointly recommended third party administrator (TPA). The plan document and administrative manual shall be incorporated herein by reference. The self funded Health and Major Medical Plan shall be equal to or better than the benefits in effect during the 2005-2006 school year (the Blue Cross of Central New York Insurance Plan including all riders and prescription drug benefit plan with co-pays as negotiated between the parties), including voluntary pre-certification per the plan's filed plan description documents.
2. Administrative Oversight Committee:
 - An Administrative Oversight Committee (herein after referred to as "Committee") consisting of two (2) representatives appointed by each of the four (4) bargaining units (OCTA, CSEA, AAP and COASA) and two representatives appointed by the District. The District's representatives will have a number of votes equal to the combined votes of the bargaining units (8). A representative from the jointly chosen TPA and a representative from the District's health insurance consultant shall be ex-officio (non-voting) members of the committee. The Committee shall be established immediately upon the institution of the self insured plan. The ten (10) members shall, through a consensus model, select a retired school employee to serve on the Administrative Oversight Committee. At the first meeting held after July 1, each year, the committee shall select one of its members to act as Chairman of the Committee.
 - A major function of this Committee shall be to hear appeals from health insurance participants regarding claim denials. Initially, all appeals must be made directly to the TPA as part of its administrative role. Appeals not resolved to the satisfaction of the claimant will be brought before the Oversight Committee. Any appeals not resolved to the satisfaction of the claimant through this Committee process shall be submitted to a mutually agreed to independent third party.
 - Claims eligible for presentation to the Committee are those that are based upon inconsistent past adjudication practices or where prior adjudication is claimed to be in specific contrast to previously negotiated benefits.
 - Oversight committee meetings shall be held monthly. Special meetings may be called to hear appeals.
 - Bargaining unit members serving on this Committee shall be provided with paid released time for any necessary meetings held during the regular work day.
 - Other functions of the Committee shall be to review annual rates (premium equivalency rates) for the Plan, to review, on a semi-annual basis, a report on the impact of appeals involving inconsistent past adjudication practices, and to participate in the review of the reserve account.

- The Committee shall also be provided, on a semi-annual basis, financial and other reports regarding the Plan as needed. The District shall provide liability protections for bargaining unit members serving on the Committee.
3. New York State Insurance Department mandates relating to regulated health and major medical insurance plans in New York State, including confidentiality requirements, shall be automatically added to the District plan as of their effective dates. The District further agrees that it will annually inform the Committee and bargaining unit members of such changes.
 4. The District agrees to establish and maintain, minimally, a two (2) month claim reserve account or equivalent bonding.
 5. The District has the full and complete obligation to provide the benefits set forth in the plan documents to all covered employees. The Administrative Oversight Committee, with the assistance of the TPA, will annually make recommendations to the Board of Education with respect to additional stop loss insurance to be provided to protect the plan. At the inception of the plan stop loss coverage shall be obtained. Regardless of the level of stop loss coverage, it is understood that the District remains responsible for payment of any required benefits.
 6. A quorum of six (6) members must be present for any decision to be made by the Administrative Oversight Committee.
 7. The committee shall function by consensus in its deliberations and decisions. Consensus is defined as all in attendance at a meeting where a quorum is present support the decision.

Addendum C

MENTORING

Program Participants

All teachers hired by the Oswego City School District become participants in the Mentoring Program. These "new teachers" are matched one-on-one with a trained mentor. The mentor-new teacher pairs will stay together throughout the new teacher's first year and extended as deemed appropriate by the District.

The Mentoring Program is coordinated by Assistant Superintendent for Curriculum and Instruction.

The program is overseen by the Mentoring Committee. This committee is comprised of four teachers chosen by the OCTA (Oswego Classroom Teachers Association) and three administrators chosen by the Superintendent Schools.

Role of the Mentor

The role of the mentor shall be principally guidance and support. The relationship shall be non-evaluative and confidentiality shall be maintained. Within the confines of these basic tenets, the mentor can fulfill a variety of roles for the new teacher: guide, advocate, confidante, subject expert, "critical friend", champion, and reflective partner, all of which can be considered in light of the overall goals of the mentoring program. The reason for defining the mentor's role as purely guidance and support is to help ensure confidentiality of the participants' interactions, build a truly collegial relationship, invite honesty as well as encourage risk-taking, and self-reflection by the novice teacher about the practice of teaching.

Mentor Selection and Assignment

A pool of qualified Mentors shall be established as follows: tenured teachers may apply to the Mentoring Committee described above for selection to the mentor pool. Applicants shall be chosen for the pool based on their willingness to fulfill this role, their teaching skills, their interpersonal skills, and their availability. Mentors shall generally be assigned to new teacher based on their proximity in both teaching assignment and location. The final decision on assignment or match (Mentor to new teacher) shall be rest with the Superintendent of Schools or designee.

Mentor Training

New Mentors will be trained and compensated for such training in accordance with Article VI.Q of the agreement. During this time, mentors participate in a wide variety of activities designed to:

- deepen their understanding of the mentor role,
- deepen their understanding of the stages a new teacher goes through,
- provide them a repertoire of skills for working non-judgmentally with a colleague,
- teach them how to build trust with a colleague,
- make them aware of mentor pitfalls, and
- inform them of the resources and expectations of the Mentoring Program.

Mentoring Expectations

- familiarizing the new teacher with the district and building resources, guidelines, and expectations,
- linking the new teacher to resources,
- guiding the new teacher in areas of classroom management and design, discipline, scheduling, planning, and organization,
- sharing ideas, teaching strategies, information about the instructional process,
- visiting the new teacher's classroom and offering the new teacher opportunities to visit the mentor's classroom,
- promoting self-reflection and self-analysis by the new teacher,
- assisting the new teacher in setting goals,
- offering nonjudgmental, supportive listening,
- maintaining confidentiality and professionalism, and

The new teacher is expected to make a commitment to the relationship, utilizing the resources that the mentor and the Mentoring Program offer.

Mentors and new teachers are encouraged to create a mentoring plan at the beginning of each year to guide their activity. They are also encouraged to utilize the available release time for activities they design to meet their needs.

Release Time

Up to two (2) full days per month of release time shall be available to mentors and new teachers on both a half-day and a full-day basis. Mentoring pairs may request substitute coverage for activities such as visiting each other's classrooms, planning and conferencing, attending workshops, or other mentoring activities that they have designed. Participants decide how and when to use the release time.

Stipend

Mentors who are matched with new teachers will be compensated at an annual stipend of \$642 for the 2006/07 school year, \$667 for the 2007/08 school year, \$694 for the 2008/09 school year, \$722 for the 2009/10 school year and \$751 for the 2010/11 school year

