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Contract Database Metadata Elements

Title: **Onondaga Central School District and Onondaga Central School Faculty Association (OCFSA), New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2009)**

Employer Name: **Onondaga Central School District**

Union: **Onondaga Central School Faculty Association (OCFSA), New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

Local:

Effective Date: **07/01/2009**

Expiration Date: **06/30/2015**

PERB ID Number: **5858**

Unit Size:

Number of Pages: **85**

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OCSFA

Contractual Agreement

Between

Onondaga Central School Faculty Association

and the

Onondaga Central School District

Nedrow, New York

July 1, 2009 - June 30, 2015

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ARTICLE I RECOGNITION AND PAYROLL DEDUCTIONS

A. Recognition

1. The District recognizes the Onondaga Central School Faculty Association as the sole and exclusive bargaining agent for all certified full or part-time¹ individuals employed by the District in the following positions: teachers, teaching assistants, library media specialist, resource teacher/special education teacher, coaches², guidance counselor, speech therapist, certified occupational therapy assistant, school psychologist, school social worker, or a regular substitute for one of the above listed titles. A regular substitute shall be defined as a temporary employee who is substituting for a unit member who is on a leave of absence for a semester or more, but expected to return.
2. The unit will also include per diem substitutes who substitute for an incumbent unit member for more than thirty (30) consecutive days in the same position. Such per diem substitutes shall receive the following salary and benefits:
 - a) A substitute with 31-100 consecutive days of service in the same position will be paid a daily rate equivalent to the salary for a first year teacher or teaching assistant. Such compensation will be retroactive to the first day of substitute service, and will be prorated for less than full time service. A maximum of three (3) unpaid absences are allowed between day 1 and 100 to maintain eligibility for salary as a first year teacher or teaching assistant. Such substitutes will receive no additional benefits.
 - b) A substitute with 101 or more consecutive days of service in the same position will receive the same salary, sick leave and personal leave benefits as a first year teacher or teaching assistant. However, sick and personal leave benefits for such substitutes will accrue retroactive to the first day of substitute service, and may only be used beginning on the 101st day of such service. Such substitutes will be eligible for dental and health insurance as set forth in Article XII (A)-(E) on the first day of the month following his/her 100th consecutive day of substitute service. Unused sick and personal leave will carry forward in the event a probationary appointment immediately follows the substitute service. If the substitute service is less than full time, salary, sick and personal leave benefits will be prorated based on FTE. Full time substitutes other than teaching assistants or occupational therapy assistants are eligible to receive the masters stipend as well as salary credit for graduate work and in-service courses, in accordance with the requirements in Article XV(C)(3).
3. The unit will also include long term substitutes. Long term substitutes are defined as substitutes who are appointed by the Board to substitute for any member recognized in Article 1A. on leave for a period of 20 or more weeks. A long term substitute is entitled to the salary, sick and personal leave benefits of a first year teacher or teaching assistant. If such service is less than full time, benefits and salary are

¹ A part-time employee shall be defined as one working less than 7.5 hours per day.

² District employees only will be expected to remit Association dues.

prorated based on FTE. Unused sick and personal leave will carry forward in the event a probationary appointment immediately follows such substitute service. Full time long term substitutes other than teaching assistants or occupational therapy assistants are eligible to receive the masters stipend as well as salary credit for graduate work and in-service courses in accordance with the requirements in Article XV(C)(3).

4. Excluded from the unit are those employees whose position requires administrative certification, district administrators and all other employees not listed above.
5. The Association further agrees as a condition of recognition, that neither the Association nor any of its members will engage in, cause, instigate, encourage, or condone a strike.

B. Dues Deductions

1. The District will deduct from the salaries of all bargaining unit members Association dues as authorized (see Appendix I for a copy of the form) or a professional service fee for the services provided by the Association in negotiations, contract administration and related areas pursuant to law. Said fee will be set by the Association.
2. The Association shall certify in writing to the District the current rates of membership dues and professional service fees 30 days prior to the beginning of the school year. The Association shall give the District thirty (30) days written notice prior to the effective date of any rate changes.
3. Deductions referred to above shall be made in the following manner:
 - a) The total of all dues and contributions for the Association shall be deducted in twenty (20) equal installments, beginning with the second payroll date in September.
 - b) No later than the first payroll date in September the Association shall provide the District with a list and the original signed authorization cards of those employees who have voluntarily authorized the District to deduct such dues and contributions for the Association, and
 - c) Thirty (30) days prior to the beginning of the school year the Association shall provide the District with a list of all Association members, and professional service fee payers and the District will provide the Association with a list of all bargaining unit members and their addresses.
4. The District shall, following each payroll date from which a dues deduction is made, transmit the amount so deducted in one (1) check to the Treasurer, Onondaga Central Schools Faculty Association, within ten (10) days. The final transmittal for the year shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

5. The Association will assume all responsibility for monies received and the forwarding thereof to the respective designated Associations.
6. Employees so choosing may select to contribute to Vote Cope via payroll deduction using the twenty (20) check option.
7. An employee may drop his Association membership and switch to a professional service fee status by giving fifteen (15) days notice to the parties on the form contained in Appendix I.
8. The Association agrees to defend and to indemnify the District and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the District for the purposes of complying with this provision.

C. Other Deductions

1. United Way & Community Health Charities of New York

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

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

2. Direct Deposit

Contributions may be made through payroll deduction to banks and credit unions subject to rules and regulations as set forth by those organizations and approved by the District. Any cost associated with direct deposit will be borne by the employee.

3. Tax Sheltered Annuities

Contributions may be made through payroll deduction to an OCS approved vendor as designated by the employee. The District will provide a vendor list annually. Deposits will be forwarded as collected.

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

5. Flexible Spending Plan (IRS) Code – Section 125

The District shall provide a Flexible Spending Plan, in accordance with the provisions of the Internal Revenue Service Code, Section 125. Such plan shall include a premium payment account, an unreimbursed medical expenses account, and dependent care expense account. The cost of providing the FSA will not exceed the savings generated by the FSA. If the costs do exceed the savings, the parties will meet and review the viability of continuing the FSA.

ARTICLE II GENERAL PROVISIONS

A. State Law

1. The parties recognize the existence of all laws pertaining to this educational institution including the Public Employees Fair Employment Act (Taylor Law). They affirm that they intend to abide fully by all provisions of all such laws.
2. If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Teacher Rights and Responsibilities

1. Nothing contained herein shall be construed to deny or restrict to any teacher any rights he/she may have under the New York State Education or Civil Service laws or applicable laws and regulations. The rights and obligations of teachers under this Agreement shall be deemed to be in addition to those provided elsewhere.
2. No member of the Unit represented by the Association shall suffer any professional or other disadvantages by reason of his membership in the Association, or participation in any of its lawful activities.

C. District Policies, Regulations and Practices

1. The District agrees to take such action as is necessary to amend or repeal any rules, regulations, or practices, in the District or in an individual school in the District, which shall be contrary to, or inconsistent with, the terms of this Agreement.
2. The Board of Education reserves the right to adopt reasonable policies, rules and regulations, in addition to those included in the terms of this Agreement, as become necessary for the conduct of the educational program and the operation of the school system.
3. The District and the Association recognize the importance of the Faculty Handbook as an on-going joint effort between the two parties. Changes to the Handbook will be made only after discussion between the District and Association President. Nothing in the Handbook shall supersede any provision of this agreement.

D. Informal Discussions

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

2. It is the intention of the parties that discussions involve open collaborative dialogue with meetings mutually agreed upon by the Superintendent and OCSFA President.
3. The parties agree that informal discussions are not to be construed as negotiations, and that the agreement is not required by, or of, either party at the conclusion of such discussion.

E. Board Jurisdiction and Responsibility

1. The Association hereby recognizes that the Board is a state agency and as such has sole jurisdiction over the operation of the school and management of the buildings and school program, including, but not limited to, number of employees, assignment of students, purchase, assignment and distribution of supplies, materials and equipment to be used in the schools, and training and supervision of the teachers.
2. The Board also has the right to direct the teachers, including the right to hire, promote, demote, transfer, discipline, discharge, and in the exercise of reasonable judgment, determine the qualifications of a teacher, provided none of these functions of the Board shall be exercised so as to abrogate or nullify any specific provisions of this Agreement.
3. In the event of a decrease in personnel of the professional staff, the following principle shall apply:
 - a) The teacher with the least seniority within a tenure area (teaching experience in the Onondaga Central School District from Board of Education appointment) shall be the first to be relieved, followed by the next least, etc.
 - b) The Teacher's Association will be notified, in writing, when practical, of any anticipated professional staff reduction by April 15, and given the opportunity to state its position prior to final Board action.

F. Reproduction and Distribution of Agreement

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

ARTICLE III
PROFESSIONAL BEHAVIOR, EVALUATION AND RECORDS

A. Professional Behavior

1. Members of the unit represented by the Association are expected to comply with reasonable rules, regulations, requests and directions from time to time adopted by the District or its authorized representatives, provided that such rules, regulations, requests and directions are not inconsistent with either the letter or the spirit of this Agreement.
2. a) The Association recognizes that abuses of sick leave provisions or provisions for other leave, chronic tardiness or absence, willful deficiencies in professional performance, or other violation of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions within the District. The Association shall use its best efforts to correct breaches of professional behavior by any teacher.

b) The Association and District both agree that the interests of students are best served by consistent classroom teacher instruction, and, therefore, agree to keep teacher absences due to test scoring, professional development, training, committee work, visitations, etc., to a minimum.
3. In implementing efforts to correct breaches of professional behavior by any teacher, the Association may, at its discretion, refer such matter to the District or its authorized representatives for appropriate consideration and action. Likewise, in fulfilling its responsibility in matters regarding the professional behavior of the staff, the District or its authorized representatives, at its discretion, may seek the advice and counsel of the Association.

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

1. A P.A.C. will be formed and consist of the Association President and an Association Representative from each building. The P.A.C. will meet periodically (at the call of either the President or Superintendent) with the Superintendent for joint planning.
2. The P.A.C. will, as appropriate, meet with the entire faculty, individuals or small groups to gather information, check data and review plans as they develop.

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

- use of sick/personal leave time.
- maximizing performance in the following:
 - (A) instructional techniques.
 - (B) classroom routines.
 - (C) planning.
 - (D) work habits (attendance, etc.).

- (E) time commitments for planning, organizing, etc. that go beyond contractual requirements.
- (F) student learning objectives.
- (G) provisions for individualized learning.
- (H) student evaluation.
- (I) teacher/student rapport.
- (J) student motivation and participation.
- (K) student discipline/behavior management.
- (L) reports and record keeping.
- (M) parent communications.
- (N) community relations.
- (O) other areas directly related to the educational program.

3. The Superintendent and Association President will, prior to any PAC meeting, meet to exchange agendas in a mutually agreed format.

C. Teacher Evaluation –

On June 19, 2012 both the District and Association agreed to implement the Annual Professional Performance Review (APPR) plan as required in Section 3012-c of the Education Law and the Rules of the Board of Regents as contained within 8 NYCRR section 30-2.

Excluded from the APPR evaluation plan are school psychologists, counselors, school social workers, library media specialists, teaching assistants and all others that may be excluded by future legislation. All bargaining unit members not included by State Regulations will be evaluated using the evaluation instrument that was in effect during the 2011-2012 school year. Please refer to Appendix VI.

Framework for the Annual Professional Performance Review (APPR) System

New York State Teaching Standards:

The NYS Teaching Standards, adopted by the Board of Regent's in January 2011, provide the foundation for the APPR system. Each year, teachers will be evaluated on the following Standards:

Knowledge of Students and Student Learning: Teachers acquire knowledge of each student and demonstrate knowledge of student development and learning to promote achievement for all students.

Knowledge of Content and Instructional Planning: Teachers know the content they are responsible for teaching and plan instruction that ensures growth and achievement for all students.

Instructional Practice: Teachers implement instruction that engages and challenges all students to meet or exceed the learning standards.

Learning Environment: Teachers work with all students to create a dynamic learning environment that supports achievement and growth.

Assessment for Student Learning: Teachers use multiple measures to assess and document student growth, evaluate instructional effectiveness, and modify instruction. This includes assessment techniques based on appropriate learning standards designed to measure students' progress in learning and that he or she successfully utilizes analysis of available student performance data (for example: State test results, student work, school-developed assessments, teacher-developed assessments, etc.) and characteristics affecting learning when providing instruction.

Professional Responsibilities and Collaboration: Teachers demonstrate professional responsibility and engage relevant stakeholders to maximize student growth, development and learning. This includes the development of effective collaborative relationships with students, parents or caregivers, as needed and appropriate support personnel to meet the learning needs of students.

Professional Growth: Teachers set informed goals and strive for continuous professional growth.

Distributed Point System

1) Student Growth Measures: 20% (25% with the approved Value-Added Measure) of a teacher's evaluation is determined by student growth. If a teacher is covered by a State-provided growth score, the NYS Education Department will determine the number of points out of the possible 20 (25) that will be awarded. If a teacher is not covered by a State-provided growth score, the teacher will set student growth goals (Student Learning Objectives) with results from the following assessment options: 1) State assessment if one exists (or Regents equivalent), 2) List of State-approved 3rd party assessments or 3) District, regional or BOCES-developed assessments provided that the District or BOCES verifies comparability and rigor. It is suggested that the teachers use the Student Achievement Measures Chart for suggestions.

2) Student Achievement Measures: 20% (15% with the approved Value-Added Measure) of the total score is based on locally-selected measures of student achievement at a moment in time. These locally selected measures may be approved third party assessments; State test data used in different ways or locally developed assessments that are rigorous and comparable across classrooms. Student Learning Objectives are optional. Assessments will be secure and not disseminated to students prior to the assessment administration. Teachers will not score their own students' work if the results of the assessments will factor into their evaluation. It is suggested that the teachers use the Student Achievement Measures Chart for suggestions.

3) Multiple Measures: 60% of the total score is based on multiple measures aligned with the NYS Teaching Standards. At least a majority (31) of the 60 points shall be based on multiple (at least 2) classroom observations by principal, or other trained administrator, at least one of which must be unannounced.

Student Growth and Student Achievement Measures

Annual professional performance reviews shall differentiate teacher effectiveness using composite effectiveness scores. Based on such a composite effectiveness score teacher shall be rated as Highly Effective, Effective, Developing, or Ineffective. The State Education Department has set the following scoring ranges for the overall components:

Highly Effective			Effective									Developing					Ineffective			
20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0

Highly Effective				Effective										Developing						Ineffective					
25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0

Highly Effective		Effective						Developing					Ineffective		
15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0

Multiple Measures

This section of the evaluation is worth 60 points, which are distributed as follows:

	60 Point Scale
Highly Effective	55-60
Effective	45-54
Developing	39-44
Ineffective	0-38

Level	Student Growth on State Assessments or other comparable measures	Locally Selected Measures of Student Achievement	60% Other Measures
Highly Effective	Results are well-above State average for similar students (or district goals if no State test).	Results are well above district or BOCES-adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results exceed standards.
Effective	Results meet State Average for similar students (or district goals if no State test).	Results meet district or BOCES-adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results meet standards
Developing	Results are below State average for similar students (or district goals if no State test).	Results are below district or BOCES-adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results need improvement in order to meet standards
Ineffective	Results are well-below State average for similar students (or district goals if no State test).	Results are well-below district or BOCES-adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results are well below standards.

Component Details

Definition of Covered Teacher: This APPR Plan will apply only to a teacher and/or

professional instructional staff covered under the OCS Faculty Association contract. It does not apply to teaching assistants.

Rubric: The NYSUT Teaching Standards Rubric is identified as the rubric for use in the evaluation system.

20% Student Growth Measures (25% with approved Value-Added measure): The NYS Education Department will provide growth scores for students in grades 4-8 in ELA and math. Student growth is defined as the change in individual student achievement between two or more points in time. For those content areas where there is not a student growth measure currently in place, the summative evaluation will be pro-rated from a possible total 80 points.

20% Locally Selected Measures of Achievement (15% with approved Value-Added measure): Each department, team or level will determine the appropriate locally selected measure of achievement. The APPR planning team approves the final locally selected measures of achievement as part of the collective bargaining component. If the planning team cannot agree upon the locally selected measures of achievement, the Superintendent of Schools will make the final determination of the locally selected measures of achievement.

60% Multiple Measures: The remaining 60% will be based on the NYSUT rubric with the following point distribution:

- 35 points – Standards I - IV
- 10 points – Standard V.1 – V.4
- 5 points - Standard V.5
- 10 points – Standards VI - VII

Details of Timely and Constructive Feedback Provided to Teachers

NYS Education Department provided scores: Will be provided based on NYS timeline.

Locally Selected Measure: Will be determined by principal and teacher no later than June 1 of each year.

Observations: There will be a minimum of two (2) observations for tenured teachers, at least one (1) announced and one (1) unannounced. The administrator will notify the teacher of their intent to conduct an unannounced observation as they enter the classroom immediately prior to the lesson being observed. The evaluation tool for observations will be the NYSUT Rubric. Administrators will use discretion when scheduling both announced and unannounced observations. They will refrain from conducting observations directly before or after major holidays and vacations, as well as any major day-long activities such as Race Day, Tiger Day, etc. Post conferences for both announced and unannounced observations will be held no later than 6 working days following the observation. Non-tenured teaching staff will have a minimum of three (3) observations, two (2) announced and one (1) unannounced. The first observation will take place by October 15 and all observations will be completed by May 1. Tenured teaching staff will have all observations completed by May 15th.

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

2. Teachers shall be observed by trained district administrators (school principal, vice principal or superintendent) with the understanding that evaluators will not include bargaining unit members.
3. A pre-observation conference will be held a minimum of three (3) days prior to any announced observation. A post-observation conference will be held within six (6) working days following all observations (calculation period begins with the first (1st) work day following the observation) so that the teacher and his/her evaluator may review and clarify the evidence collected. The individual teacher will be informed of any shortcomings in his/her work and his/her teaching performance. The evaluation rubric will be shared to indicate evidence gathered through observations, walk throughs, and additional evidence provided by the teacher.
4. The teacher will be given a copy of any written report. No performance appraisal report shall be submitted to Central Administration, placed in a teacher's file, or otherwise acted upon without a copy to the teacher. This will be given to the teacher prior to the post-observation conference.
5. The teacher shall be given the opportunity to respond in writing to any comments before the report is placed in the permanent file. Said comments shall be attached to the report. The report shall be signed by both the teacher and the evaluator in the presence of each other before it is placed in the file. Each teacher shall receive a copy of his/her signed report. All summative evaluation and/or observation reports will be signed by the bargaining unit member. Said signature will merely indicate receipt of the report and not agreement with its contents. This will take place on the day of the receipt of the report. A teacher may submit a written notation regarding any post-appointment material contained in his/her personnel file and the same shall be attached to the file copy of the material in question.
6. Each teacher shall have the right, upon request and at reasonable times, and in the presence of the Superintendent or his designee to review and make copies of the contents of his/her complete personnel file with the exception of confidential pre-appointment recommendations. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. Cost of copies will be paid by the teacher at the rate prevailing at the time of the request.
7. **If a situation arises that is not clearly defined in this agreement, the Superintendent and Bargaining Unit President will meet to discuss and advise for future action.**

Walk Through: A walk through is a classroom visit by the evaluator which may be announced or unannounced. The purpose of the walk through is to collect additional data or evidence for the NYSUT Rubric. Written and/or verbal feedback is provided within three (3) working days of the walk through.

Student Work: Student work may be submitted as evidence for the NYSUT Rubric review.

Professional Responsibilities, Collaboration, and Growth: Teachers may submit evidence of professional responsibilities and growth.

Reflecting conversation: To be held no later than the last staff day on the school calendar.

Summative Evaluation: Under the new law, New York State will differentiate teacher

effectiveness using four categories – Highly Effective, Effective, Developing and Ineffective. Education Law §3012-c(2)(a) requires annual professional performance reviews (APPR) to result in a single composite teacher effectiveness score that incorporates multiple measures of effectiveness. Each teacher’s score and rating on the Locally-selected Measures subcomponent (if available) and on the Other Measures of Effectiveness subcomponents must be computed and provided to the teacher in writing no later than the last staff day of the school calendar. The entire evaluation must be completed and provided to each teacher as soon as practicable, but in no case later than September 1 of the school year next following the school year for which the classroom teacher’s performance is being measured

Teacher In Need of Improvement

If a teacher’s summative performance is evaluated as “ineffective” or “developing” he/she will be placed on a Teacher Improvement Plan (TIP). A TIP is intended to improve a teacher’s instructional performance. This plan will be developed as a collaborative document by a panel that includes the building principal, district level administrator, the teacher and the appropriate chair or elementary team leader, and an association representative. The final plan will be approved by the Superintendent. The plan will be shared and implemented within ten (10) days of the start of the school year within which the plan is applied. The plan, with specific timelines, will include: identification of the areas in need of improvement, improvement strategies and actions, support to be provided and measurable outcomes.

Any teacher who receives a summative evaluation with cumulative scores resulting in a rating of “ineffective” or “developing” may file a formal appeal of their evaluation and/or the resultant Teacher Improvement Plan, according to the following procedure:

APPEALS OF INEFFECTIVE AND DEVELOPING RATINGS ONLY

Appeals of annual professional performance reviews should be limited to those that rate a teacher as “Ineffective” or “Developing” only.

WHAT MAY BE CHALLENGED

Appeal procedures should limit the scope of appeals under Education Law §3012-c to the following subjects:

- (1) the school district’s adherence to the standards and methodologies required for such reviews, pursuant to Education Law §3012-c;
- (2) the adherence to the Commissioner’s regulations, as applicable to such reviews;
- (3) compliance with any applicable locally negotiated procedures applicable to annual professional performance reviews or improvement plans; and
- (4) the school district’s issuance and/or implementation of the terms of the teacher improvement plan under Education Law §3012-c.

PROHIBITION AGAINST MORE THAN ONE APPEAL

A teacher may not file multiple appeals regarding the same performance review, or teacher improvement plan. All grounds for appeal must be raised with specificity within one appeal. Any grounds not raised at the time the appeal is filed shall be deemed waived.

BURDEN OF PROOF

In an appeal, the teacher has the burden of demonstrating a clear legal right to the relief requested and the burden of establishing the facts upon which petitioner seeks relief.

TIME FRAME FOR FILING APPEAL

All appeals must be submitted in writing no later than fifteen (15) calendar days of the date when the teacher receives his or her annual professional performance review. If a teacher is challenging the issuance of a teacher improvement plan, appeals must be filed with fifteen (15) calendar days of issuance of such plan. The failure to file an appeal with these time frames shall be deemed a waiver of the right to appeal and the appeal shall be deemed abandoned.

When filing an appeal, the teacher must submit a detailed written description of the specific areas of disagreement over his or her performance review or the issuance and/or implementation of the terms of his or her improvement plan and any additional documents or materials relevant to the appeal. The performance review and/or improvement plan being challenged must also be submitted with the appeal. Any information not submitted at the time the appeal is filed shall not be considered.

TIME FRAME FOR DISTRICT RESPONSE

Within fifteen (15) calendar days of receipt of an appeal, the school district staff member(s) who issued the performance review or were or are responsible for either the issuance and/or implementation of the terms of the Teacher Improvement Plan must submit a detailed written response to the appeal. The response must include any and all additional documents or written materials specific to the point(s) of disagreement that support the school district's response and are relevant to the resolution of the appeal. The teacher initiating the appeal shall receive a copy of the response filed by the school district and any and all additional information submitted with the response, at the same time the school district files its response.

DECISION-MAKER ON APPEAL

A decision shall be rendered by the superintendent of schools or the superintendent's, designee that an appeal may not be decided by the same individual who was responsible for making the final rating decision. In such case, the board of education shall appoint another person to decide the appeal.

DECISION

A written decision on the merits of the appeal shall be rendered no later than thirty (30) calendar days from the date upon which the teacher has filed his or her appeal. The appeal shall be based on a written record, comprised of the teacher's appeal papers and any documentary evidence accompanying the appeal, as well as the school district response to the appeal and additional documentary evidence submitted with such papers. Such decision shall be final.

The decision shall set forth the reasons and factual basis for each determination of the specific issues raised in the teacher's appeal. If the appeal is sustained, the reviewer may

set aside a rating if it has been affected by substantial error or defect, modify a rating if it is affected by substantial error or defect or order a new evaluation if procedures have been violated. A copy of the decision shall be provided to the teacher and the evaluator or the person responsible for either issuing or implementing the terms of an improvement plan, if that person is different.

EXCLUSIVITY OF SECTION §3012-c APPEAL PROCEDURE

The §3012-c appeal procedure shall constitute the exclusive means for initiating, reviewing and resolving any and all challenges and appeals related to a teacher performance review and/or improvement plan. A teacher may not resort to any other contractual grievance procedures for the resolution of challenges and appeals related to a professional performance review and/or improvement plan, except as otherwise authorized by law.

Additional Required Information

Ensuring Accurate Teacher and Student Data

The District will provide accurate data to the State Education Department (the “SED”) in a format and timeline prescribed by the Commissioner. The District shall also provide an opportunity for every covered teacher to verify the subjects and/or student rosters assigned to him/her. The Superintendent of Schools functions as the Data Coordinator and is responsible for collecting the required data, overseeing changes in and maintenance of the local data management systems, and ensuring the accuracy of the data.

Reporting Individual Subcomponent Scores

The Data Coordinator shall be responsible for reporting to the SED the individual subcomponent scores and the total composite effectiveness score for each covered classroom teacher and building principal in the District, and shall do so in a format and timeline prescribed by the Commissioner.

Development, Security and Scoring of Assessments

The Data Coordinator shall be responsible for overseeing the assessment development, security, and scoring processes utilized by the District under this APPR Plan, and shall take steps to ensure that any assessments and/or measures used to evaluate teachers and principals are not disseminated to students before administration, and that teachers and principals do not have a vested interest in the outcome of the assessments they score.

Duration and Nature of Training Provided to Evaluators and Lead Evaluators

(a) The "Lead Evaluator" is the administrator who is primarily responsible for a teacher's evaluation under the teacher evaluation system. The term "evaluator" shall include any administrator who is employed under the terms of an administrative contract by the District that conducts an observation or evaluation of a teacher.

(b) All evaluators shall successfully complete a training course that meets the minimum requirements prescribed in Chapter 103 and Section 30-2.9 of the regulations there under. Such training shall include application and use of the State-approved teacher practice

rubric(s). Upon completion of the training, the Superintendent will certify the Lead Evaluators and other certified evaluators.

(c) Once an evaluator has successfully completed a training course meeting the minimum requirements prescribed in the law and regulations, he/she shall be deemed by the superintendent to be certified by the District as a "Lead Evaluator."

(d) Nothing herein shall be construed to prohibit an evaluator who is properly certified by the State as a school administrator from conducting observations or school visits as part of an annual professional performance review under Chapter 103 prior to completion of the training required by said Chapter or the regulations there under, as long as such training is successfully completed prior to completion of the annual professional performance review.

Required Certificates

The District shall include with this APPR Plan any certifications required by the law or regulations upon the completion of collective negotiations with the bargaining agent of the covered teachers.

APPR Evaluation

Section 80-1.1 of the Commissioner's regulations specifically excludes pupil personnel services from the definition of classroom teaching services. Therefore, school psychologists, counselors, library media specialists and school social workers who are pupil personnel service providers are not covered by the new law. This section also excludes supplemental school personnel (e.g., teacher aides and teaching assistants) and teachers of adult, community, and continuing education from the definition of classroom teaching service.

All Bargaining Unit members not included by State Regulations will be evaluated using the evaluation instrument that is in effect during the 2011-2012 school year.

D. Personnel Records

1. Certification

- a) The teacher shall be responsible for acquiring and maintaining certification, appropriate for the position for which he/she is employed, and for the processing of same through the School District office and the State Education Department.
- b) Each teacher shall file a copy of the following with the District Office:
 - 1) The N.Y.S. Certificate
 - 2) Any official correspondence received from the State Education Department in the process of acquiring and maintaining certification.
 - 3) Official sealed transcript for new hires and new graduate coursework.

2. Payroll

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

3. Other Records

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

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

A. Leaves of Absence

1. When a teacher has notice of an anticipated leave, he/she is required to notify the Superintendent of the anticipated leave date so the District may plan for a replacement. If plans change, the leave would be rescinded. The substitute would be made aware of this potential situation.
2. A leave of absence without pay may be granted at the Board of Education's discretion. If the requested leave of absence without pay is five days or less, the Superintendent may grant a leave of absence at his/her discretion.
3. Leave of absence without pay shall not be counted toward a member's seniority.

B. Sick Leave

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

Ten (10) months service – Ten (10) days per year cumulative.

Eleven (11) months service – Eleven (11) days per year cumulative

Twelve (12) months service – Twelve (12) days per year cumulative

Part-time employees will have the sick leave benefits prorated based on FTE and start date.

The days of absence shall accumulate to a total of two hundred sixty (260) days.

2. Sick leave allowance shall be credited on the first (1st) day of school each year except for the first (1st) year teacher in which case the total annual paid allowance will accumulate at the rate of one (1) day per month of service. In the event that the first (1st) year teacher exceeds the one (1) day per month allowance, a deduction will be made from the salary in the month when the absence exceeds the allowance. At the end of the year any excess of accumulated sick leave over deductions for absence for the year, will be reimbursed to the teacher.
3. When the district requires a medical certificate of a teacher, the District shall request an examination or report by the teacher's personal physician. In the event that the District is not satisfied by the personal physician's report, it may request an examination by the school physician. If the physicians do not agree on the teacher's ability or disability to work and the teacher disagrees with the school physician's decision, the two (2) physicians shall agree upon a third (3rd) physician whose decision shall be binding on both parties.
4. A teacher who has a long-term medical disability beyond the amount of his accumulated sick leave shall be granted an unpaid leave of absence not to exceed three (3) years.

5. Sick leave bank – to be administered by the District within the following guidelines:
 - a) Bank would be established by the contribution of two (2) days by those employees recognized under Article I.A.1. Only those making an initial contribution would be permitted to participate. In order to be eligible for sick bank benefits an employee must be enrolled by October 1st of the year requesting benefits.
 - b) The days to be drawn on the bank could not exceed the days remaining that school year. The teachers would be asked to donate another day when the bank was down to twenty (20) days. The bank would not be replenished more than once a year.
 - c) That eligibility would be based on the following criteria:
 - 1) Individual must use all accumulated sick leave and must be off the payroll for five (5) days.
 - 2) One (1) day would be allowed from the bank for each two (2) days of accumulation a teacher has at the beginning of the school year.
 - 3) That one (1) day for each year of service in the District be allowed and added to (2) above.

C. Maternity Leave

1. Childbirth Leave

- a) Sick leave benefits shall be paid for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, such sick leave benefits not to exceed those to which the teacher shall already be entitled.
- b) Leave shall terminate with medical certification of fitness to resume her position. The teacher may elect to return to her position or apply for a child rearing leave under provisions of Section Two.

2. Child Rearing Leave

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

- a) The teacher must apply for the leave within six (6) weeks after the birth or adoption of a child.
- b) The leave shall extend for the remainder of the school year in which the child is born or adopted and may be extended by the teacher for the next two (2) school years. The termination date of the leave shall coincide with the commencement of the school year.
- c) There shall be no compensation during this leave period.

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

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

D. Military Leave

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

E. Extended Leave

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

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

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

F. Leaves for Bereavement – Immediate Family

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

G. Jury Duty

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

H. Leave for Personal Business

1. Personal leave allowance shall be credited on the first (1st) day of the school year each year, except in the case of a first (1st) year teacher, in which case the total annual paid allowance will accumulate at the rate of one-half (1/2) day per month of service. Upon written notification made in advance, except in last minute emergency situations, the Superintendent shall approve absence for personal business reasons not to exceed five (5) days in any one (1) year without loss of pay.

2. The intent of this section on personal business absence is to provide for the unusual or urgent type of personal business that cannot be attended to other than on the day or at the time that the staff member is expected to be on duty and that cannot be classified under any other absence type provisions. It is not the intent of this policy to provide for

personal absences of a purely social nature. Requests for leave for religious reasons and requests for leave on a regular school day prior to or succeeding a stated holiday, or recess period must be submitted at least five (5) days in advance, with reason to the Superintendent for prior approval. As a rule, the day immediately preceding or following a holiday or recess period will not be approved for a leave for personal business. However, permission may be granted by the Superintendent in exceptional or emergency cases. If the Superintendent does not approve a day immediately preceding or following a holiday/recess, he/she may grant the day as a leave of absence without pay.

3. As personal business days, such are not cumulative except that any unused personal business days each year shall be credited to the cumulative sick leave allowance to which the teacher is entitled at the beginning of the succeeding school year.
4. At the beginning of each school year the Superintendent and P.A.C. will convene and review the use of personal business days with the general membership. The review will include a listing of the appropriate reasons for use of personal business days.

I. Leave for Religious Reasons

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

J. Absence Notification

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

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

K. Absence Due to Injury on the Job

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

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

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

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

L. School Closing/Severe Weather

1. When school is officially closed for the entire day, by the Superintendent because of severe weather conditions, or any other situation, teachers will not be required to be present and shall receive pay for such absence.
2. In the event inclement weather, or any other situation, necessitates the early dismissal of pupils, and following such pupil dismissal and an administrative determination that teacher responsibilities toward such pupils have been fulfilled, teachers may depart, at the discretion of the Superintendent, prior to the regularly stated teacher departure time.
3. In the event schools are officially closed for a period of time sufficient to require an alteration in the school calendar for the remainder of the year to make up the time lost, no additional compensation shall be paid to any teacher for the days thereby added to the school calendar.

M. Resumption of Benefits After Leave

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

N. Leave Extension

The Board shall have the right to extend leaves.

ARTICLE V TEACHER RECRUITMENT

- A. The object of teacher recruitment is to obtain the highest qualified staff consistent with the resources of the District. The Association will use its best efforts to promote the reputation of the District at all times. The Association may make recommendations for new methods of recruitment or suggestions to aid in the recruitment process. Teachers shall, upon the request of the Board or its authorized representatives, assist in the recruitment process and the evaluation of candidates for positions within the unit represented by the Association.
- B. Whenever any vacancy, or new position, as defined by the Board of Education or its authorized representative, shall occur in any professional position (certificated and/or instructional) in the District, including those annual part-time positions, in addition to the regular teaching position, for which a teacher receives additional annual compensation, written notice of such vacancy or new position shall be given to the President of the Association as soon as is practicable. Such notice shall contain all available information relative to the vacancy or new position. In addition, teacher vacancies will be posted on the District website and in all buildings.
- C. Any qualified teacher may apply for such vacancy or new position, and in filling such vacancy or new position the Board or its authorized representative agrees to give due weight to the professional background and attainments of all applicants.
- D. Current employees who are certified for a vacant position and apply for such position will be granted an interview during the interviewing process.
- E. All applicants who receive an interview shall be formally acknowledged by the District and notified when such position is filled.

ARTICLE VI GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim that there has been a violation or inequitable application of the Agreement. All stages of a grievance will include specific name(s) of bargaining unit member(s), dates, and specific act or condition which is alleged to have violated this agreement.

B. Stages of Grievance Procedure

Stage 1: Building Principal

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

Stage 2: Appeal

- a) If the aggrieved is not satisfied with the Stage 1 decision, the grievance will be presented to the Association Grievance Committee. If the Committee determines the grievance to be meritorious, it will file a written appeal with the Superintendent within twenty (20) school days of receipt of Stage 1 decision.
- b) The appeal will contain the following information:
 - 1) the provision(s) of this Agreement involved in said grievance,
 - 2) the time when, and the place where, the alleged events or conditions existed, if known,
 - 3) a general statement of the nature of the grievance, and
 - 4) the remedy sought.
- c) Within twenty (20) school days of receipt of appeal, the superintendent shall hold a hearing and render a decision.

Stage 3: Board of Education

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

Stage 4: Arbitration

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

- b) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is volatile of the terms of this Agreement or which adds to, subtracts from, modifies, changes or alters any provision(s) of this Agreement. The decision of the arbitrator shall be final and binding upon all parties.
- c) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

C. Procedures

1. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved and the Association President.
2. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.
3. The preparation and processing of grievances, insofar as practicable shall be conducted outside the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
4. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning an alleged grievance.
5. The aggrieved and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
6. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved or any other person by reason of such grievance or participation therein.
7. A copy of the grievance form is found in Appendix II of this Agreement.
8. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
9. The Association may submit grievances concerning district-wide policies directly, at Stage 2.
10. An individual may submit a Stage 1 grievance without the intervention of the Association. In the event that any grievance is adjusted at Stage 1 without formal

determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved and shall, in all respects, be final; but, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

11. If any provision of this grievance procedure, or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
12. The existence of the procedure hereby established shall not be deemed to require any teacher or group of teachers to pursue the remedies herein provided and shall not, in any manner, impair or limit the right of any teacher or group of teachers to pursue any other remedies available in any other form.

D. Time Limits

1. The time limits specified for either party may be extended only by mutual agreement.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued.
3. Failure at any stage of the grievance procedure to communicate a decision to the designated party or parties within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
4. When a grievance arises late in the school year, the parties will attempt to agree on shorter time limitations, or, where possible, to process the grievance over the summer recess.

ARTICLE VII
PROFESSIONAL CONFERENCES AND ACTIVITIES

A. Conferences

1. Teachers attending approved professional conferences shall receive their normal salary for necessary time involved.
2. Teachers attending approved conferences shall be reimbursed for all normal and necessary expenses as specified in the regulations of the District (Appendix III).
3. Ten (10) total aggregate teacher days shall be allowed each year for the President of the Association and/or his/her representative(s) to attend conferences, workshop programs, or Onondaga Central School's grievance hearings. Teachers and/or Teaching Assistants so designated shall be granted leave with pay, but will not be reimbursed for expenses. The President of the Association shall notify the Superintendent of delegate names and meeting details as the information becomes available.

B. Other Professional Activities

1. Arrangements for absence due to other professional activities must be made in advance with the Superintendent.
2. Prior to accepting a position as an officer and/or member of an executive board of a national, state or regional educational organization related to the teacher's District responsibilities and/or the program of the District, the teacher will review with the Superintendent the position requirements as to necessary absence from District responsibilities during the term of office and seek approval for such absence. Absence as approved shall be with pay.
3. Prior to accepting appointment by the State Education Department to advisory committees and/or responsibilities necessitating absence from regular District responsibilities, with or without expenses or honoraria, the absence as approved shall be with pay.

**ARTICLE VIII
TEACHING CONDITIONS AND STAFFING**

A. School Year

1. Basic Year

The teaching year shall not exceed 186 days between the dates of September 1 through June 30. These days will include pupil class days and Superintendent Days. The following holidays will be observed:

- a) Holidays – Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year’s Day, President’s Day, Memorial Day, and Martin Luther King Day
 - b) The last student day in the elementary levels will be a ½ day for students only and remain a full day for staff.
- 2. a)** Suggestions for developing the school calendar for the following year will be considered by the District if made by the Association prior to January 15.
- b)** Recommendation to the District’s proposal maybe submitted within ten (10) days from the time the Association receives the proposed calendar.
- c)** The adopted school calendar for the basic school year, September – June will specifically indicate:
- 1) Class session days.
 - 2) Holiday and recess periods. Dates as scheduled will not be altered unless it appears the District is in danger of falling below the mandated minimum number of class session days.
 - 3) Dates on which classes will not be held but instructional staff members are required to be present.
- d)** During the school year the District shall inform the Association of proposed amendments to the adopted calendar, and prior to revision, receive recommendations concerning same.

B. Teacher School Day

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

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

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

3. In the event inclement weather or any other situation necessitates the early dismissal of pupils, and following such pupil dismissal and an administrative determination that teacher responsibilities toward such pupils have been fulfilled, teachers may depart, at the discretion of the Superintendent, prior to the regularly stated teacher departure time.
4. When school is officially closed for the entire day by the Superintendent because of severe weather conditions, or any other situation, teachers will not be required to be present and shall receive pay for such absence.
5. In the event of an unusual or urgent situation arising, requiring the presence of the teacher and his/her departure, prior to the regular teacher departure time, arrangement for same may be made with the building principal.
6. A teacher who must meet state certification or university advanced degree requirements related to his/her teaching assignment, or who desires to improve his/her competencies in same through university course attendance that cannot be scheduled other than immediately following stated teacher departure time, may upon written application to, and approval by the Superintendent, arrange for departure prior to stated teacher departure time.

C. Lunch Period

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

D. Academic Classroom – Special Area Teachers

1. The Association and District agree that the best interests of the pupil will be served when all teachers relating to a pupil or a particular class of pupils provide correlated learning experiences, which have been arrived at through informal conferences. Primary responsibility for the initiation of these conferences shall rest with the classroom teacher.
2. Classroom teachers shall not be required to remain in the classroom while a special area teacher is instructing.

E. Teaching Assignments

- 1, In making transfers and/or teacher assignments, the concerns of the individual teacher will be considered to the extent that such concerns do not conflict with the best interests of the school system and the pupils.
2. On or before July 1, except as unforeseen circumstances thereafter necessitate further revision, major changes in teacher assignment from the preceding year for the next school year will be made known. Major changes will be considered as follows:
 - a) Change in general grade level or subject(s) taught K-6.
 - b) Change in general grade level or course within the subject area, grades 7-12, for which the teacher possesses certification affecting a majority of teaching periods.

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

3. Daily class schedules will also be made known by August 15 or as soon after as they are prepared.
4. On or before July 1st of each year, the employer will notify in writing each teaching assistant of his/her assignment for the upcoming school year, including any known contingency. It is understood that any contingency will be as specific as possible regarding the initial and potential assignment.

This assignment is subject to change based on such matters, including but not limited to, changes in enrollment, placement, and educational needs. The teaching assistant will be notified of such changes as soon as practicable.

F. Pupil Progress Reporting – Pre K – 6 Grades

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

G. Work Load

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

1. Secondary
 - a) The secondary teacher workday shall consist of nine (9) periods.
 - b) Secondary teachers will:

- 1) teach five (5) periods and have two (2) duties e.g. study halls, lunch duty, etc.
or
- 2) teach six (6) periods with a total class load of less than one hundred thirteen (113) students and have one (1) duty, or
- 3) teach six (6) periods (more than one hundred twelve [112] students) and have one half (1/2) of a regular duty (e.g. study hall one [1] semester free period next semester, duty every other day or various similar combinations).
- 4) have a workload of one hundred thirty (130) students. When workload exceeds one hundred thirty (130), teachers will be paid a stipend for each student in excess of one hundred thirty (130) according to the following formula:

$$\frac{(\text{teacher's annual salary})}{6} \frac{(\#>130)}{130} = \text{stipend}$$

$$\text{e.g. } \frac{58,232}{6} \times \frac{(133-130)}{130} = \$223.96$$

This stipend could be paid up to 6 times per year. Attach the marking period grade report to verify number of students.

2. Elementary

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

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

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

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

3. The average daily workload for secondary music will be one hundred thirty (130), excluding students in band and chorus. When the workload exceeds one hundred thirty (130) the secondary formula (#1(B) (4) above) will be used to calculate overload compensation.
4. The average daily workload for an art teacher will be one hundred fifty (150). When workload exceeds one hundred fifty (150) the teacher involved will be paid a stipend for each student in excess of one hundred fifty (150) according to the following formula:

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

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

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

6. Average daily teacher loads will be calculated at the report card dates. If students are enrolled in the class for over one half (1/2) the report period, they are counted towards the stipends. If less than one half (1/2), they are not counted.
7. In group situations such as physical education, industrial arts, home economics, science laboratories, typing, music, etc., where physical limitations and/or safety may be factors in the decisions made, the advice of all members of the department involved shall be sought.
8. If, no later than upon completion of the second week of school in September, it is determined that the guidelines in application are being exceeded, the District and the affected teacher(s) shall take steps to examine available and feasible alternative means toward adjusting class size and/or load to within such guidelines and, to the extent possible, implement such means for adjustment.

H. Duty-Free and Pupil Contact Times

1. Elementary Level

- a) Each teacher shall have at least two hundred (200) minutes of duty-free time (exclusive of lunch period) per week. This will be divided as nearly as possible on an even daily basis.
- b) Each teacher will be assigned to no more than one thousand five hundred twenty (1,520) minutes of pupil contact time per five (5) day week.

2. Secondary Level

- a) Each full-time teacher in the high school will have one (1) duty free period per day.
- b) In the event that a teacher is assigned five (5) different classes with each requiring a different preparation, that teacher will be relieved of extra duties such as lunch duty, study hall, etc.

I. Part Time Employees

1. Pre-K through Grade 6 part-time teachers shall be paid on the basis of time employed divided by 7.5 hours.

Time employed shall include the following:

- a) A teacher shall be entitled to 40 minutes of preparation time each workday.
 - b) If the part-time teacher works 4 or more hours per day (to include teaching and planning time), he/she shall be entitled to 30 minute paid lunch period.
2. Secondary (7-12) part-time teachers shall be paid on a “per period” basis as follows:

<u>Teaching Period</u>	<u>% of FTE Salary Rate</u>
1	16%
2	32%
3	50%
4	68%

- a) All of the salary rates include a 40-minute daily preparation period.
 - b) Any additional duties assigned by the Superintendent or his/her designee shall receive additional compensation of 7% for each supervisory period and 3.5% for any after-school assignment.
 - c) If a teacher works 4 teaching periods and 1 preparation period, he/she shall be entitled to a 30 minute paid lunch period.
3. Part-time teachers who are assigned to more than one building, or are not assigned to a per-period schedule (i.e. school psychologist), shall be paid on the basis of time employed divided by 7.5 hours.

Time employed shall consist of the following:

- a) A teacher shall be entitled 40 minutes of preparation time for each work day.
 - b) If a teacher works 4 hours or more per day (to include teaching, planning time, and travel time), he/she shall be entitled to a 30 minute paid lunch period.
 - c) Paid travel time will include the following:
 - 1. 30 minutes between Rockwell and Wheeler or the Junior-Senior High School.
 - 2. 15 minutes between Wheeler and Junior-Senior High School.
4. Part-time teaching assistants shall be paid on the basis of time employed divided by 7.5 hours.

J. Teaching Assistants

- 1. Teaching Assistants providing instruction are to do so under the general supervision of a licensed or certified teacher. The teacher is obligated to provide direction and guidance concerning this instruction. Teaching Assistants may not provide primary

instruction, while assigned as a Teaching Assistant, regardless of license or certification the Teaching Assistant may possess as outlined in the current NYS Education Department guidelines.

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

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

2. Teaching Assistants will not be covered under the following provisions:
 - a) Work Load Article.
 - b) Salary Article.
 - c) Duty-Free and Pupil Contact Time Article.
3. The teaching assistant workload will consist of a 7.5 hour day. The teaching assistant will receive a paid lunch period of 30 minutes per day and a pupil-free period of 40 minutes per day during the pupil school day. This 40 minute pupil free period may be divided into two (2) twenty minute periods as applicable.
4. Full-time Teaching Assistants would be entitled to the remaining fringe benefits (prorated if less than full time), and other provisions of said Agreement except as noted above. Teaching Assistants will be entitled to one half (1/2) of the teacher rates for payment of sick days at retirement.

**ARTICLE IX
SCHOOL BUILDING FACILITIES**

A. Building Use

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

B. Other Facilities

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

**ARTICLE X
PROFESSIONAL ASSOCIATION
MEETINGS AND ACTIVITIES**

A. Reserved Meeting Days

To avoid conflicts and for planning purposes, one (1) Monday in any given month shall be reserved for Association meetings which may be convened and ended prior to pupil arrival or convened following regular pupil dismissal. Additional meetings will be scheduled at the discretion of the Association President and Superintendent. All meeting dates will be posted on the District activity calendar located on the District website.

B. Meeting Location(s)

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

C. Calendar Notice

The Association shall notify the Superintendent's office of the one (1) reserved Monday for the following month at least three (3) days prior to the fifteenth (15th) day of each month. Said reserved days will be noted on the District activity calendar prepared by and distributed from the District office. Other information of a like nature may be submitted for publication on the District activity calendar at the same time.

D. Teacher Attendance

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

E. Additional Meetings

Additional Association meetings and activities other than the one (1) reserved day each month shall be convened after established teacher departure times.

ARTICLE XI MEDICAL EXAMINATION

A. Purpose and Program

1. The District and Association recognize that to safeguard the health of pupils and to determine the teacher's physical and mental capacity to perform his duties, the Board may require a teacher to submit to a prescribed medical examination at any time at the District's expense.
2. A program of physical examinations for newly employed teachers and those teachers being considered for tenure appointment shall be in effect.
3. Newly employed teachers shall have such examination completed within one (1) month following effective date of appointment. Teachers being considered for tenure appointment shall have such examination completed prior to such appointment.

B. Procedures and Costs

1. The examination shall be performed by the school physician employed by the District. The examination, as prescribed by the District and recorded on the District form, may be performed by the teacher's personal physician in which case the teacher will be reimbursed for the examination expense incurred upon submitting copies of bills rendered as follows:
 - a) **Physician's Fee**
Fee as submitted, but not to exceed fee charged the District by the school physician for such examination.
 - b) **Required Laboratory Tests**
Fees as submitted, but not to exceed the fees charged the District when such tests would have been made in connection with the examination as performed by the school physician.
2. In cases of examination by the personal physician and related laboratory tests, the examination and tests record as well as the recommendation of personal physician as to the ability or inability of an individual to continue working shall be forwarded to the school physician. In the event that the District is not satisfied by the personal physician's report it may request an examination by the school physician. If the physicians do not agree on the teacher's ability or disability to work and the teacher disagrees with the school physician's decision, the two (2) physicians shall agree upon a third (3rd) physician whose decision shall be binding on both parties. The school physician shall retain examination, testing and related records, in confidence but shall be empowered to transmit recommendations regarding the fitness of such person for employment by the District. The teacher may thereafter apply for reinstatement after further examination.

C. TB Test

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

ARTICLE XII INSURANCE

A. Benefits

The District shall provide Regionwide II Blue Cross/Blue Shield with a prescription drug card. The District shall provide a prescription drug card rider wherein participants will pay a \$5.00 co-pay for a thirty (30) day supply of generic drugs and a \$20.00 co-pay for a thirty (30) day supply of brand name drugs. In addition, there shall be a mail order drug option wherein participants will pay a \$10.00 co-pay for a ninety (90) day supply of generic drugs and a \$40.00 co-pay for a ninety (90) day supply of brand name drugs. This rider shall expire on August 31, 2012.

Effective September 1, 2012, the District shall provide a prescription drug card rider wherein participants will pay a \$5.00 co-pay for a thirty (30) day supply of Tier I drugs, a \$15.00 co-pay for a thirty (30) day supply of Tier II drugs, and a \$30.00 co-pay for a thirty (30) day supply of Tier III drugs. In addition, there shall be mail order drug option wherein participants will pay a \$10.00 co-pay for a ninety (90) day supply of Tier I drugs, a \$30.00 co-pay for a ninety (90) day supply of Tier II drugs and a \$60.00 co-pay for a ninety (90) day supply of Tier III drugs.

B. Rate of Contribution

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

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

Effective September 1, 2012, the District will pay the following for group health insurance for full time employees:

Ninety-four percent (94%) of the premium for employee coverage and seventy (70%) for dependent coverage.

Effective September 1, 2013, the District will pay the following for group health insurance for full time employees:

Ninety-two percent (92%) of the premium for employee coverage and seventy (70%) for dependent coverage.

Effective September 1, 2014, the District will pay the following for group health insurance for full-time employees:

Ninety percent (90%) of the premium for employee coverage and seventy (70%) for dependent coverage.

C. Dental

The District agrees to participate in the Blue Cross/Blue Shield Dental Blue Options Plan, or its equivalent, for individual and family members and will contribute up to two hundred fifty-five (\$255) dollars per year for the duration of this contract (2009-2015) toward the cost of the individual or family plan respectively.

D. Part-Time Employees

1. Part-time employees who are employed fifty percent or more (3 hours 45 minutes per day) shall have their health and dental insurance paid at the same rate as full time employees.
2. Part-time employees who are employed for less than fifty percent may participate in the group health plan by fully paying the monthly premiums.

E. Insurance Company or Plan Changes

1. The District, after discussion with the Association, reserves the right to change the insurance carrier or plan, provided the parties mutually agree the schedule of benefits is substantially the same or greater than those offered prior to a change in carriers or plan.
2. a) In the event the insurance carrier discontinues the current insurance plan and implements a new plan, the parties agree to meet, and discuss, the implementation of, and schedule of benefits contained in the new plan.

b) If the insurance carrier unilaterally changes coverage or the schedule of benefits within an existing insurance plan, the parties agree to meet and discuss the changes and/or the impact of the changes.

F. Benefits Upon Retirement

1. The following benefit is provided for full time teachers or full time teaching assistants who have completed fifteen (15) years of service with the District, as a teacher or teaching assistant, and who actually retire from District service pursuant to the provisions of New York State Teacher's Retirement System (NYSTRS) on June 30, of the retirement year, and receive a pension annuity from NYSTRS. The member must submit a letter of retirement to the Board of Education at least thirty (30) days in advance of the retirement date.
2. The Benefit is as follows:

If the teacher or teaching assistant meets the aforementioned criteria, the District will contribute toward the cost of his/her health insurance, for the individual premium, a flat dollar amount equal to the value of 95% of the teacher or teaching assistant's individual premium, with the remaining 5% being paid by the retiree.

Effective September 1, 2012, the District will pay the following for group health insurance for full time employees:

Effective September 1, 2012, 94% of the teacher or teaching assistant's individual premium, with the remaining 6% being paid by the retiree.

Effective September 1, 2013, 92% of the teacher or teaching assistant's individual premium, with the remaining 8% being paid by the retiree.

Effective September 1, 2014, 90% of the teacher or teaching assistant's individual premium, with the remaining 10% being paid by the retiree.

The retiree at his/her option may elect to have family coverage instead of the individual coverage. Changes may be made to this election during any open enrollment period. If the retiree elects to have family coverage, it is understood that the District shall only pay the dollar amount equal to the individual coverage, and shall apply that dollar amount to the family coverage. The retiree shall then be responsible for the remainder of the amount of the family premium. In the case of a married couple, the prospective retiree may choose either family or individual coverage, and changes may be made during open enrollment periods.

The District will be obligated to continue this coverage until the teacher or teaching assistant reaches age 70.³

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

³ The signatories to this Agreement understand and agree that the use of age 65 or any other age eligibility term included herein is not to be discriminatory but rather, to identify a financial and limited obligation on the part of the District. If any member of the bargaining unit, his or her designee, or other person on behalf of themselves should file any type of age discrimination proceeding against the Signatories to this agreement, then, the Signatories to this agreement shall jointly defend such action and equally share in all expenses derived from said proceedings.

ARTICLE XIII
DEVELOPMENT AND IMPLEMENTATION OF CURRICULUM

- A. The Association and Board recognize that the instructional staff and the Board share a concern and have respective responsibilities for developing, implementing and improving the curriculum and its various aspects in a cooperative manner, in the best interests of the pupils.
- B. Implementation and continual evaluation of educational programs as are, and/or may be, approved by the Board or its designated representatives, is expected of each member of the teaching staff.
- C. To the end of improving educational programs and/or modifying same as may become necessary, channels for the communication of ideas from the teaching staff shall be developed and maintained at both the individual school and District-wide levels.

**ARTICLE XIV
EXTRA PAY FOR EXTRA SERVICES**

A. General

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

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

B. Extra Class Activities

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

Grade Level Advisors

**Annual Compensation
2009/10 through 2014/15**

Senior Class Advisor	\$1,600
Junior Class Advisor	\$1,600
Sophomore Class Advisor	\$850
Freshman Class Advisor	\$850
8 th Grade Class Advisor	\$850
7 th Grade Class Advisor	\$850

Club Advisors

Jr/Sr High School National Honor Society	\$850
Jr/Sr High School Character Education Club	\$850
Jr/Sr High School Student Council	\$850
Jr/Sr High School Key Club	\$850
Wheeler School Student Council	\$850
Wheeler School Character Education Club	\$850
Wheeler School Drama Club	\$850
Rockwell New Smiles Club	\$850
Jr/Sr High School Yearbook Club	\$4,500
Jr/Sr High School Drama Club (per production, min 1, max 3)	\$1,500
Jr/Sr High School Drama Technical Support (flat fee per production, min 1, max 3)	\$1,000
Jr/Sr High School Newspaper Club (minimum of 5 issues per year)	\$900

Unit members appointed to these positions will not be eligible to receive the rate for school supervision and activity services as set forth in Article XIV(C)(1) for any supervisory or other duties associated with the above listed positions.

The District will post said positions together with position descriptions annually before the end of each school year. Building Principals will be responsible for appointing unit members to these positions on an annual basis, prior to the end of each school year. Such appointments shall be subject to the approval of the Superintendent.

2. In the event an activity has co-advisors or directors the total amount of compensation as stated shall be prorated accordingly.
3. Annual compensation shall be paid in two (2) equal installments; the first (1st) at the midpoint and the last at the end of the duration of the activity.

C. School Supervision and Activity Services

Event	Rate per Supervisor per event 2009-2015	Comments
Saturday Detention	\$150	If assigned students are no shows compensation is \$25
Late Night Detention	\$60	If assigned students are no shows compensation is \$25
Summer Orientation – Rockwell	\$*	*16 hours at curriculum rate (8 teachers at 2 hours). If needed, teaching assistants will be paid at their hourly rate (1/200 th / 7.5 = hourly rate)
Summer Friday morning planning	\$*	*12 hours at curriculum rate (4 teachers at 3 hours). If needed, teaching assistants will be paid at their hourly rate (1/200 th / 7.5 = hourly rate)
Classic Rock Concert	\$75	
Jazz Band	\$75	
German Club Concert	\$75	
Band Concert	\$75	
Chorus Concert	\$75	
Homecoming	\$150	6 hour shifts
Junior/Senior Dances	\$100	
Junior/Senior Prom	\$100	
Drama Production	\$50	
Musical Production	\$75	
All County – Jr/Sr HS - Friday	\$150	
All County – Jr/Sr HS – Saturday	\$200	
All County – Elementary – Friday	\$100	
All County – Elementary – Sat.	\$175	
NYSSMA	\$100	
Music Auditions – Jr or Sr	\$63	
Rockwell Reading Night	\$75	1 supervisor per event. Maximum of 2 reading nights per month
Wheeler Reading Night	\$75	1 supervisor per event. Maximum of 2 reading nights per month
Kindergarten Registration	\$50	2 kindergarten teachers per event. Maximum of 2 events per year.
Wheeler Fall Parent Night	\$70	1 supervisor per event
Wheeler Spring Parent Night	\$70	1 supervisor per event
SAT/PSAT – Head Proctor	\$125	

SAT/PSAT – Assistant Proctor	\$88	
Spectator Bus	\$75	
Press Box (Varsity Football)	\$50	
Announcer (Varsity Football)	\$75	

Scorekeeper/ Clock

Girls LAX	\$30	
Boys JV LAX	\$30	
Varsity Boys LAX	\$30	
Volleyball	\$45	
Football	\$45	
JV Soccer	\$30	
Varsity Soccer	\$30	
Boys Basketball (JV & Var)	\$45*	*Includes both JV & Varsity games scheduled on the same night
Girls Basketball (JV & Var)	\$45*	*Includes both JV & Varsity games scheduled on the same night
Wrestling Meet	\$30	
Wrestling Tournament	\$90	Minimum of 6 hours

Crowd Supervision

Girls LAX	\$75	
Varsity Boys LAX	\$75	
Volleyball (JV & Var.)	\$75*	*Includes both JV & Varsity games scheduled on the same night
Football (Var.)	\$75	
Soccer (Var.)	\$50	
Boys Basketball (JV & Var.)	\$75*	*Includes both JV & Varsity games scheduled on the same night
Mod Girls Basketball	\$50	
Girls Basketball (JV & Var.)	\$75*	*Includes both JV & Varsity games scheduled on the same night
Mod Boys Basketball	\$50	
Mod Girls Volleyball	\$50	
Mod Lacrosse	\$50	
Mod Wrestling	\$50	
Wrestling Meet	\$50	
Wrestling Tournament	\$150	Minimum of 6 hours
Track Meet	\$50	

Training

CPR/First Aid Trainer	\$50	
CPR/First Aid-Refresher Trainer	\$25	
AED Trainer	\$50	
AED Refresher Trainer	\$25	

One supervisor per event is required to be CPR/AED/First aid certified. The District will provide training.

2. Supervision

2.1 – Athletic Supervision

- a) The jobs for the number of supervisors needed for each sport will be posted in each building: Fall sports by September 1: Winter sports by November 1: and Spring sports by March 1. All instructional bargaining unit members who wish to apply for the position of supervisor for the entire season of any sport may do so. The Athletic Director will select supervisors of games that are scheduled prior to the beginning of the school year.
- b) All supervisors will follow the Supervision Responsibilities for Athletic Events given to them in writing by the Athletic Director. A meeting with all selected personnel will be held prior to the season's first game. Failure to meet any of the written expectations, failure to report for scheduled supervisory duties or failure to provide a substitute for the scheduled duty may result in a mid-season replacement and will result in a one calendar year exclusion from supervisory duty.
- c) The Athletic Director will interview and select personnel for the entire sport season. Consideration shall be given to all bargaining unit members based on the following criteria:
 - Ability to command respect and/or project authority
 - Skill at enforcing designated supervisory responsibilities
 - Dependability
 - Experience

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

2.2 Activity Supervision

- a) The jobs for the number of supervisors needed for each activity will be posted in each building: Fall activities by September 1: Winter activities by November 1: and Spring activities by March 1. The Building Administrator will select supervisors of activities that are scheduled prior to the beginning of the school year.
- b) All supervisors will follow the Supervision Responsibilities for Events given to them in writing by the Building Principal. A meeting with selected personnel will be held prior to the activity. Failure to meet any of the written expectations, failure to report for scheduled supervisory duties or failure to provide a substitute for the scheduled duty will result in a one calendar year exclusion from supervisory duty.
- c) The Building Principal will interview and select personnel for the activity. Consideration shall be given to all bargaining unit members based on the following criteria:
 - Ability to command respect and/or project authority
 - Skill at enforcing designated supervisory responsibilities
 - Dependability
 - Experience

No bargaining unit member, except a previously acting substitute, may act as a supervisor for a second activity until all interested instructional bargaining unit members have been offered and declined a supervisory position.

3. Extra services will be paid once per month as indicated on the Extra Services Pay Schedule that is distributed in June each year.

D. Department Chair and Elementary Team Leaders

1. Qualifications for Department Chairs/Team Leaders

- a) Tenured staff member or as appointed by Superintendent.
- b) Demonstration of leadership skills in the areas of: Curriculum and appropriate content area instruction.
- c) Active participant in building and district-wide committees.
- d) Knowledge of NYS Learning Standards.
- e) Knowledge of associated grade level/subject area assessments.
- f) Demonstrated commitment to continuous learning.

2. Department Chair Job Description -The 3-12 Department Chair is a leader for the following:

- a) Curriculum Management
 1. Monitor NYSED curriculum developments and disseminate information as appropriate
 2. Provide leadership for ongoing monitoring of department curriculum maps
 3. Attend appropriate curriculum-oriented leadership training
- b) Budget
 1. Program budget development and coordination through the building Principals
- c) Inventory
 1. Facilitate inventories of supplies and textbooks including classroom libraries, and other instructional resources in collaboration with department teachers
- d) Meetings
 1. Hold a minimum of ten meetings (monthly meeting) for grades 7-12 and four meetings for grades 3-8 each year
 2. Prepare and distribute meeting agenda (one week prior to meeting) and minutes (one week post meeting), utilizing format structures provided by the Director of Curriculum, Instruction and Special Education
 3. The Department Chairs/Team Leaders will meet with the Building Principals, Superintendent and Director of Curriculum, Instruction and Special Education to review progress towards strategic goals and action plans five times per year (four times during the school year) including one four-hour summer planning and goal setting session

Note: All meeting participation is compensated through the annual stipend.

- e) Committee Participation
 1. Participate in planning and provision of new teacher orientation
 2. Provide input and participate on interview committees for new teachers associated with the department
 3. Serve as an active member of the Professional Development Committee
 4. Serve as an active member of the Curriculum Council
 5. Provide report(s) to department or faculty meetings in conjunction with building principals

- f) Assessments
 1. Assist with organization, administration and scoring of State and Regent's test

- 3. Team Leader Job Description - The Elementary Team Leader is a leader for the following:
 - a) Curriculum Management
 1. Monitor NYSED curriculum developments and disseminate information as appropriate
 2. Provide leadership for ongoing monitoring of department curriculum maps
 3. Attend appropriate curriculum-oriented leadership training

 - b) Budget
 1. Work with Building Principal to identify budget priorities

 - c) Inventory
 1. Facilitate inventories of supplies and textbooks including classroom libraries, and other instructional resources in collaboration with grade level teachers

 - d) Meetings
 1. Hold a minimum of ten meetings for PreK-2 at Rockwell and Grades 3-6 at Wheeler
 2. Prepare and distribute meeting agenda (one week prior to meeting) and minutes (one week post meeting), utilizing format structures provided by the Director of Curriculum, Instruction and Special Education
 3. The Department Chairs/Team Leaders will meet with the Building Principals, Superintendent and Director of Curriculum, Instruction and Special Education to review progress towards strategic goals and action plans five times per year (four times during the school year) including one four-hour summer planning and goal setting session

Note: All meeting participation is compensated through the annual stipend.

- e) Committee Participation
 1. Participate in planning and provision of new teacher orientation
 2. Provide input and participate on interview committees for new teachers associated with the department
 3. Serve as an active member of the Professional Development Committee
 4. Serve as an active member of the Curriculum Council

5. Provide report(s) to grade level or faculty meetings in conjunction with the building principals

f) Assessments

1. Assist with organization, administration and scoring of State and Regent's tests

4. Selection

Annual appointment of the Department Chair and Elementary Team Leader will be made by the Superintendent. Anyone with department or grade level certification may apply in writing to the Building Principal. The Principal will submit a name to the Superintendent. If the Superintendent rejects the recommendation from the Building Principal, the Principal will submit a second name. If that is rejected, the Superintendent will appoint.

5. Compensation

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

Department Chairperson and Team Leaders

Annual Compensation
2009/10-11 2011/12-15

Math, Business	\$4,800	\$3,000
Physical Ed, Health, Family Consumer Science (District wide)	\$4,800	\$3,000
English, Foreign Language	\$4,800	\$3,000
Science, Technology Education	\$4,800	\$3,000
Social Studies, Psychology	\$4,800	\$3,000
Fine Arts: Music, Art (District Wide)	\$1,800	\$1,440
Elementary Team Leader: PreK-2 (2 positions)	\$1,800 each	\$1,440 each
Elementary Team Leader: 3-4	\$1,800	\$1,440
Elementary Team Leader: 5-6	\$1,800	\$1,440

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

E. Coaches of Interscholastic Athletics

1. Physical Education teachers will be expected to run the intramural program in their respective schools as part of the basic teaching load and teacher's salary.
2. The amount paid for coaching an interscholastic sport shall be according to Appendix IV.

F. Tutoring

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

The tutor will report for his/her tutoring assignment at the agreed upon time and place. If the student to be tutored does not arrive within 30 minutes of the agreed upon time, the tutor is free to leave and will be paid for one hour of tutoring at the curriculum rate.

G. Automatic Electronic Defibrillator

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

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

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

The District shall pay for all AED training conducted outside the regular school day. Participants shall be compensated for said training at the Event Pay Schedule rate according to the Extra Services Pay Schedule that is distributed in June of each year by the Business Office.

Training options will be several types:

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

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

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

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

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

The District shall maintain a District wide alphabetical list of trained personnel, which shall be used in the event trained personnel are not already scheduled. Any trained bargaining unit member shall have the ability to decline a request. The District will use the aforementioned alphabetical list, continuing on down the list, until each member has been called during the school year. If no trained person can be found, the Association President will be notified.

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

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

H. Athletic Director

1. Bargaining unit members may serve as Athletic Director (hereinafter AD) for the District.
2. When a bargaining unit member is appointed AD, he/she
 - a) will have four teaching assignments.
 - b) will have three periods per day for AD duties.
 - c) will have one prep and one lunch period per day.

- d) will not be responsible for evaluating physical education teachers and coaches that are members of the Onondaga Central School Faculty Association.
- e) will have no additional administrative duties during the teachers' day.
- f) will be paid \$6,000 per year for the duration of this contract (2009-2015). The Athletic Director will work, as assigned, during school breaks and summer recess. The Athletic Director will be paid a daily rate for the extra days beyond the 186 day teacher calendar, provided he/she receives the Superintendent's prior approval. The daily rate for the duration of the contract is \$150.

I. Mentoring

1. The District shall offer and require mentoring for first year teachers as required by law. No other teachers shall be mentored.
2. The program shall be administered by the Professional Development Committee under the plan devised by the team and approved by the Board of Education and the Association.
3. Any tenured Bargaining Unit Member may apply for the positions (which will be posted) using the approved application form. Each mentor shall be responsible for only one intern teacher. The selections shall be made by the Professional Development Committee, based upon the agreed criteria, by consensus.
4. Each mentor will be required to attend training, provided at District expense, before the beginning of the applicable school year. This training shall be compensated according the hourly curriculum rate per contract year.
5. The mentor shall receive a stipend of \$825.00 (paid in a lump sum) at the end of the school year for the duration of the contract (2009-2015), with the clear understanding that many of the mentor duties and activities cannot be accomplished within the school day. The mentor will be expected to keep a log of those times. The mentor and intern shall spend an additional two hours meeting after the end of the school day at least one time per month during the school year. Additionally, the mentor and intern shall spend the equivalent of at least three and up to five days per school year in consultation/reflection about curriculum, management strategies, building matters, observation of additional veteran teachers, attending a conference, team teaching, or observing each other.
6. The position of "mentor" carries no evaluative component and will not be used to evaluate or discipline any teacher. All conversations between the mentor and the intern will remain confidential, unless withholding such information poses a danger to the life, health, or safety of an individual, or unless such information indicates the intern has been convicted of a crime. A confidentiality agreement (attached) will be signed by the mentor, the intern and the Administration (appropriate Principal or Superintendent).

7. The District shall maintain documentation of the implementation of the mentoring which shall include the type of activity, the number of clock hours successfully completed and the name and teacher certificate identification number of the mentor. This documentation shall be recorded on a Contact Log and shall be provided to the District and the Professional Development Committee on or before January 15 and June 15 of the same school year.

- J. OCSFA members who are permanently certified as coaches according to NYSED requirements, upon request, will be guaranteed an interview for coaching positions in the district.

**ARTICLE XV
SALARY**

A. General

1. Two hundred (200) days is to be considered the school year payroll for ten (10) month personnel: 1/200th of the total salary will therefore be the daily pay of all school year personnel.
2. The school year of eleven (11) month personnel will be computed in the same manner, on a two hundred twenty (220) day basis: Twelve (12) month personnel, on a two hundred forty (240) day basis.
3. Teachers will be paid on the first (1st) Friday of the student calendar each year and every two (2) weeks thereafter, until the final check is paid on the last day of school. There will be no three (3) week pay periods and this procedure could result in more than twenty-one (21) payroll periods.

B. Salary Determination for Part-time Teachers

1. Pre-K through Grade 6 part-time teachers shall be paid on the basis of time employed divided by 7.5 hours.

Time employed shall include the following:

- a) A teacher shall be entitled to 40 minutes of preparation time each workday.
 - b) If the part-time teacher works 4 or more hours per day (to include teaching and planning time), he/she shall be entitled to a 30 minute paid lunch period.
2. Secondary (7-12) part-time teachers shall be paid on a "per period" basis as follows:

<u>Teaching Period</u>	<u>% of FTE Salary Rate</u>
1	16%
2	32%
3	50%
4	68%

- a. All of the above salary rates include a 40-minute daily preparation period.
- b) Any additional duties assigned by the Superintendent or his/her designee shall receive additional compensation of 7% for each supervisory period and 3.5% for any after-school assignment.
- c) If a teacher works 4 teaching periods and 1 preparation period, he/she shall be entitled to a 30 minute paid lunch period.

3. Part-time teachers who are assigned to more than one building, or are not assigned to a per-period schedule (i.e. school psychologist), shall be paid on the basis of time employed divided by 7.5 hours.

Time employed shall consist of the following:

- a) A teacher shall be entitled 40 minutes of preparation time for each work day.
- b) If a teacher works 4 hours or more per day (to include teaching, planning time, and travel time), he/she shall be entitled to a 30 minute paid lunch period.
- c) Paid travel time will include the following:
 1. 30 minutes between Rockwell and Wheeler or the Junior-Senior High School.
 2. 15 minutes between Wheeler and the Junior-Senior High School.
4. Part-time teaching assistants shall be paid on the basis of time employed divided by 7.5 hours.

C. Salary Schedule

1. 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015 salary schedules:
 - a) See attached tables – Appendix V.
 - b) Returning bargaining unit members will be moved one step on the salary schedule (e.g. they will be placed one step higher on the appropriate salary schedule than they were placed on the previous salary schedule year of this agreement, but in any event, not higher than Step 39 as per parties agreement).
 - c) Members that would be on Steps 34-39 during the 2014-15 school year will be considered off step. Off step members will not receive a longevity increase. These teachers will receive a 1.5% salary increase plus masters pay and pay for credits earned.
 - d) Teacher's salary is calculated and generally defined as follows:

Step + Masters + Credit Hours + Longevity

Increases in step are based on additional years of service. Masters, Credit Hours, and Longevity are as presented, not subject to increases unless negotiated in advance. For purposes of computing a unit member's salary, longevity stipends will be treated in the same manner as a master's degree stipend and credit hour compensation.

2. Teaching Assistants

- a) Teaching Assistants starting salary shall be as follows:

2009-2010 and 2010-2011	\$20,000.
2011-2012	\$20,400.
2012-2013	\$20,500.
2013-2014	\$20,900.
2014-2015	\$21,200.

b) Returning Teaching Assistants shall receive a wage increase of:

2009-2010 – 4.00%	2010-2011 – 3.25%
2011-2012 – 2.00%	2012-2013 – 3.00%
2013-2014 – 2.75%	2014-2015 – 2.75%

c) Teaching Assistants will receive a longevity increment of \$1,000 (prorated if less than full time) added to their base salary, following their 10th year of service as a teaching assistant, based on seniority. Payment will commence on or before October 1st following ten years of service to the District according to the seniority list.

d) Teaching Assistants will not be covered under the following provisions:

- 1) Work Load Article
- 2) Salary Article
- 3) Duty-Free and Pupil Contact Time Article

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

3. Additional Preparation

a) Graduate Work:

- 1) For the duration of the contract the salary increment for graduate work completed above the base salary shall be \$100 per credit hour for the 2009/10, 2010/11, and 2011/12 and \$101 per credit hour for the 2012/13 and \$102 per credit hour for the 2013/14 and \$103 per credit hour for the 2014/15 school years.

b) In-Service Credit:

- 1) In-service courses or training shall be defined as courses of training other than approved college courses in which teacher participation is on a voluntary basis after school hours.
- 2) Unit Members shall be eligible to earn salary credit under Article XV, Section (B)(4)(c)(3) in one of two ways: upon a Unit Member's completion of multiple

pre-approved in-service courses that cumulatively total fifteen (15) clock hours, or upon a Unit Member's completion of a single pre-approved fifteen (15) clock hour in-service course.

- 3) To be eligible for approval of in-service coursework and salary credit under Article XV, Section (B)(4)(c)(3), Unit Members must submit an application to the Superintendent for his approval/denial before the Unit Member enrolls in the programs(s) or course(s).
- 4) If a Unit Member, in earning a salary credit, completes a combination of pre-approved in-service courses or programs that exceed fifteen (15) clock hours, the clock hours completed in excess of fifteen (15) shall not be credited towards the completion of another fifteen (15) clock hours or used to earn another salary credit.

c) For Salary Credit:

- 1) Courses or training programs shall be those established for at least fifteen (15) clock hours of in-session participant time. Absence shall not exceed twenty (20%) percent of total sessions established and such absence is to be made up to the satisfaction of the instructor in charge.
- 2) All courses or programs shall be approved in advance by the Superintendent.
- 3) One (1) credit hour may be earned upon satisfactory completion of a fifteen (15) clock hour course or program, two (2) credit hours for a thirty (30) hour program and three (3) credit hours for a forty five (45) clock hour program.
- 4) A maximum of twelve (12) in-service credit hours shall be permitted within each thirty (30) hour block for salary credit; eighteen (18) hours to be earned in approved college courses.

d) Payment

- 1) Teachers will receive compensation for each hour of graduate credit.
- 2) Full payment will be added to the base salary for each credit hour of work reported to the District office by September 1.
- 3) Full payment will be added to the base salary for each credit hour of work reported to the District office between September 1 and January 15.
- 4) Half (1/2) payment will be received for each credit hour reported to the District office between January 16 and June 30.

e) Transcripts

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

- 2) Notice for all graduate work completed subsequent to effective date of initial employment and for any approved graduate work that may be used to determine salary must be filed with the Superintendent on or before September 1, January 15 and/or June 30 of each school year. Transcripts are to be filed with the District as received from the College. Unsubstantiated (e.g. graduate work which the teacher provides notice but no transcript) graduate payments may be readjusted at the next adjustment period (i.e. transcript received 9/5 would be adjusted after 1/15).

f) Tuition Vouchers/Credits

All tuition vouchers/credits (“voucher”) shall be awarded to the School District by the cooperating colleges and universities and the District shall maintain all such vouchers and monitor usage deadlines and policies provided by the colleges and universities.

Tuition vouchers shall be available only for the use of District employees, with first opportunity for use being provided to the supervising teacher whose efforts led to issuance of the relevant voucher. A supervising teacher must request and use the voucher within two semesters (summer counts as a semester) of the student teacher’s completion of assignment with the District. In the absence of such usage, the voucher shall become available to all District employees in accordance with administrative procedures and criteria as deemed appropriate by and as developed by the Superintendent of Schools.

D. Summer Services

1. A teacher employed for regular teaching duties during July or August equivalent to those performed during the September-June school year, shall be paid a per diem rate of 1/200th of his/her September-June annual salary rate for that school year beginning July.
2. A teacher employed during July or August in connection with curriculum project work or programs other than classroom teaching, as may be approved by the Board of Education, shall be paid:

\$35.00 per hour for the duration of the contract.

E. Prior Teaching Service

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

F. Coaches’ Salaries (see Appendix IV)

Coaches’ salaries will be paid at the negotiated rate for the duration of the contract.

**ARTICLE XVI
PAYMENT FOR SICK DAYS AT RETIREMENT**

LUMP SUM BENEFITS

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

1. Must have completed fifteen (15) years of service as a teacher or teaching assistant in this school district prior to the effective date of the retirement.
2. Must be eligible for retirement as of June 30 and must retire within the first five (5) years of eligibility for retirement with unreduced benefits. As documentation of their eligibility for retirement benefits all prospective retirees shall be permitted to use the most recent annual report from NYSTRS.
3. Must submit a letter of retirement to the Board of Education at least six (6) months in advance of retirement to be effective at the end of a semester. The teacher must complete his/her teaching assignment up to the effective retirement date. Paid leaves of absence shall be considered as days worked.

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

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

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

Example calculations:

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

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

3. Teaching Assistants will be entitled to one-half (1/2) of the teacher rates for payment for sick days at retirement. See VIII.J.4
4. 403B
 - a. The District agrees to make a non-elective employer contribution for those bargaining unit employees represented by the Association and avail themselves of the District's payment for sick days at retirement.

- b. The contribution will be placed into an OCS approved vendor 403(b) account through a non-elective employer contribution. The contribution amount will be equal to the unused sick day payout.
- c. The District will remit the contribution within one month following the effective date of the employee's resignation for retirement purposes.
- d. The contribution shall be subject to the contribution limit as outlined in the Internal Revenue Code.
- e. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as a non-regular compensation to the New York State Teachers' Retirement System ("NYSTRS").
- f. In the event that the contribution exceeds acceptable contribution limits, the employer agrees to pay any excess over the limits as regular compensation to the employee in the year of retirement at the same time the 403(b) non-elective contribution amount is remitted.
- g. The District makes no representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association, its agents, representatives or other parties. The parties mutually agree to revisit this agreement should the related IRS regulations change.

ARTICLE XVII
TAYLOR LAW, SECTION 204-A

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

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

2. Every employee organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty (60) days after the effective date of this act a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall upon employment be furnished with a copy of the provisions of this section.

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

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

**ARTICLE XVIII
DURATION OF AGREEMENT**

- A. This Agreement shall become effective 1 July, 2009, through 30 June, 2015, and thereafter shall continue in full force and effect from year to year until amended in accordance with Paragraph B. below.
- B. In the event either party wishes to amend this Agreement, written notice will be given to the other party not later than 15 January, 2015. Within two (2) weeks of written notice, the parties will meet and exchange proposals. No new proposals will be accepted from either side after the initial exchange unless mutually agreed upon. Procedures to be followed in subsequent negotiation meetings will be agreed upon at the first (1st) session. Amendment results from such negotiations shall take effect that following July 1.
- C. This Agreement contains the entire Agreement between the parties on the subject matters set forth herein and shall not be modified or amended except by mutual agreement of both parties.
- D. If a new contract is not negotiated by 30 June, 2015, increments for the subsequent school year will be paid.

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

By: _____
Joseph Rotella, Superintendent
Onondaga Central Schools

Dated this 1st day of July, 2009 and extended on December 16, 2011.

APPENDIX I

**ONONDAGA CENTRAL SCHOOLS
PAYROLL DEDUCTION AUTHORIZATION and CANCELLATION FORM**

Pursuant to Chapter 392, Laws of 1967, I hereby request and authorize you to deduct, according to arrangement agreed upon with the Onondaga Central Schools Faculty Association, the dues and contributions as certified by the Association. I hereby waive all right and claim for said monies so deducted and transmitted to the Onondaga Central Schools Faculty Association in accordance with the authorization and relieve the Board of Education and all its officers for any liability therefore.

ACTIVATION

I understand that this authorization is for the duration of my employment or until such time as I give written permission to cancel it.

- OCS Faculty Association and its State and National Affiliates Annual Dues
- OCS Faculty Association Scholarship Fund (annual amount) \$_____
- VOTE COPE (annual amount) \$_____
- OCS Education Foundation (annual amount) \$_____

CANCELLATION

Please cancel as indicated below:

- OCS Faculty Association and its State and National Affiliates Annual Dues and switch to a professional service fee status. Allow up to 15 days for the change to take effect.
- OCS Faculty Association Scholarship Fund
- VOTE COPE
- OCS Education Foundation

Name – please print

Signature _____

Date _____

**APPENDIX II
GRIEVANCE FORM
ONONDAGA CENTRAL**

Stage 2

1. Name of the Aggrieved: _____

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

Date of Stage 2 Submission: _____

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

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

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

6. The remedy sought:

Copies of this grievance are to be distributed to:

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

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

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

APPENDIX III TRAVEL CLAIMS

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

A. Application and Approval

1. Prior approval for attendance must be obtained from the Board or its authorized representative. Request shall be filed with the Superintendent through the Building Principal at least one (1) month prior to the date of the conference, whenever possible.
2. Teachers shall receive notice of approval or disapproval at least one (1) week prior to the conference, whenever possible.

B. Allowable Expenses

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

2. Transportation

- a) Use of private car must be authorized in advance and approved only when such is to the advantage of the District. The school car should be used when available. When private car is used, mileage will be paid at the rate established by Board policy. When school car is used, a credit card may be obtained from the District Office to be used for only purchase of gasoline, oil or repairs. Receipts for toll road charges, and for parking charges in excess of one (\$1) dollar shall be attached to the claim. Teachers attending the same conference are all expected to travel in the school car when used and when feasible.
- b) Transportation by common carrier shall be reimbursable, but not in excess of first class fare and receipts for such must be attached to the claim (exception is railroad coach). Tourist or economy flights must be used when scheduled. Transportation taxes are not allowable and exemption forms may be obtained from the District Office. Taxi fares are allowed for essential travel only. Shuttle buses must be used for ground transportation to and from airports whenever possible and when a substantial savings would result from such use.

3. Lodging and Meals

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

- b) Lodging and meal costs will be reimbursed only to the extent of actual

necessary amounts within the following limits:

- 1) State allowance per night for lodging in New York, Chicago, Boston and similar cities not to exceed \$250 per night.
- 2) When lodging is not available within the above limits, reimbursement in excess of the stipulated amounts will be paid only when approved in advance based upon a confirmed reservation.
- 3) Taxes on lodging are not allowable and certificates for exemption should be obtained from the District Office. Lodging receipts must be attached to the claim.
- 4) NYS meal reimbursement rates apply for meals, including tips, except when a banquet is included.
- 5) Tips other than for meals will be allowed at a reasonable rate per hotel stay.
- 6) Meal costs must be listed separately and identified by date as to breakfast, lunch, dinner and/or banquet. Tips should not be listed separately, but should be included in the cost of the meal.

4. Registration Fees

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

C. Expense Claims and Reports

1. The teacher shall submit School Travel Expense vouchers to the Building Principal along with a written report of the conference, on the Conference Evaluation Form.
2. The Board reserves the right to disallow reimbursement considered unreasonable and/or unnecessary.

APPENDIX IV
EXTRA-CURRICULAR SCHEDULE
2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015

<u>Sport</u>	<u>Position</u>	<u>0-3 yrs.</u>	<u>4-6 yrs.</u>	<u>7-9 yrs.</u>	<u>10+ yrs.</u>
Football	Varsity Head Coach	\$4,987	\$5,566	\$6,010	\$6,460
Basketball	Varsity Assistant	3,787	4,231	4,718	5,122
Wrestling	J.V. Head Coach	3,787	4,231	4,718	5,122
Volleyball	J.V. Assistant	3,337	3,787	4,231	4,718
	Modified Head Coach	3,005	3,408	3,807	4,247
	Modified Assistant	2,206	2,397	2,706	3,108
	Modified Football	3,337	3,787	4,231	4,718
	Modified Football Asst.	2,445	2,662	3,007	3,454
Soccer	Varsity Head Coach	4,678	4,895	5,117	5,555
Baseball	Varsity Assistant	3,337	3,787	4,231	4,718
Softball	J.V. Head Coach	3,337	3,787	4,231	4,718
Track & Field	J.V. Assistant	2,824	3,127	3,506	3,998
Lacrosse	Modified Head Coach	2,824	3,127	3,506	3,998
	Modified Assistant	1,769	1,915	2,062	2,205
Cross Country	Varsity Head Coach	4,232	4,456	4,678	5,123
Indoor Track	Varsity Assistant	2,917	3,362	3,807	4,252
Tennis	J.V. Head Coach	2,917	3,362	3,807	4,252
	J.V. Assistant	2,435	2,898	3,362	3,827
	Modified Head Coach	2,435	2,898	3,362	3,827
	Modified Assistant	1,506	1,671	1,832	1,995
Cheerleading/ Dance Team	Head Coach	3,385	3,566	3,742	4,099
Fitness/ Weight Room (Per Season)		1,500	1,500	1,500	1,500

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

**APPENDIX V
SALARY SCHEDULE
2009-2010**

STEP

1	\$38,505	
2	39,061	\$1,000 for Masters
3	39,617	\$100 per credit hour
4	40,174	
5	40,730	
6	41,286	
7	41,843	
8	42,399	
9	42,955	
10	43,588	
11	44,220	
12	44,852	
13	45,484	
14	46,116	
15	47,128	
16	48,139	
17	49,151	
18	50,162	
19	51,174	
20	52,539	
21	53,905	
22	55,270	
23	56,636	
24	58,001	
25	59,519	
26	61,036	
27	62,553	
28	64,070	
29	65,588	
30	67,611	
31	69,634	
32	71,657	
33	73,680	
34	75,703	
35	77,726	
36	80,507	
37	83,289	
38	86,071	
39	88,852	

<u>On Step Calculation:</u>		
	Step Salary	
Add	Credit Hours	\$100 per credit hour
Add	Masters	\$1,000
Multiply	<u>FTE</u>	
	Salary	

Off step: 0% (includes prior credit hours and masters). After 7/1/09 earned credit hours and or degrees will be paid as above.

**APPENDIX V
SALARY SCHEDULE
2010-2011**

STEP

1	\$38,890	
2	39,452	\$1,350 for Masters
3	40,014	\$100 per credit hour
4	40,575	
5	41,137	
6	41,699	
7	42,261	
8	42,823	
9	43,385	
10	44,023	
11	44,662	
12	45,300	
13	45,939	
14	46,577	
15	47,599	
16	48,621	
17	49,642	
18	50,664	
19	51,686	
20	53,065	
21	54,444	
22	55,823	
23	57,202	
24	58,581	
25	60,114	
26	61,646	
27	63,179	
28	64,711	
29	66,244	
30	68,287	
31	70,330	
32	72,373	
33	74,416	
34	76,460	
35	78,503	
36	81,312	
37	84,122	
38	86,931	
39	89,741	

<u>On Step Calculations:</u>		
	Step Salary	
Add	Credit Hours	\$100 per credit hour
Add	Masters	\$1,350
Multiply	<u>FTE</u>	
	Salary	

Off step: 0% (includes prior credit hours and masters). After 7/1/10 earned credit hours and or degrees will be paid as above.

**APPENDIX V
SALARY SCHEDULE
2011-2012**

STEP

1	\$38,890	
2	39,668	\$1,350 for Masters
3	40,241	\$100 per credit hour
4	40,814	
5	41,387	
6	41,960	
7	42,533	
8	43,106	
9	43,679	
10	44,253	
11	44,903	
12	45,555	
13	46,206	
14	46,858	
15	47,509	
16	48,551	
17	49,593	
18	50,635	
19	51,677	
20	52,720	
21	54,126	
22	55,533	
23	56,939	
24	58,346	
25	59,753	
26	61,316	
27	62,879	
28	64,443	
29	66,005	
30	67,569	
31	69,653	
32	71,737	
33	73,820	
34	75,904	
35	77,989	
36	80,073	
37	82,938	
38	85,804	
39	88,670	

<u>On Step Calculations:</u>		
	Step Salary	
Add	Credit Hours	\$100 per credit hour
Add	Masters	\$1,350
Multiply	<u>FTE</u>	
	Salary	

Off step: 0% (includes prior credit hours and masters). After 7/1/11 earned credit hours and or degrees will be paid as above.

**APPENDIX V
SALARY SCHEDULE
2012-2013**

STEP

1	\$38,890	
2	39,668	\$2,050 for Masters
3	40,241	\$101 per credit hour
4	40,814	
5	41,387	
6	41,960	
7	42,533	
8	43,106	
9	43,679	
10	44,253	
11	44,903	
12	45,555	
13	46,206	
14	46,858	
15	47,509	
16	48,551	
17	49,593	
18	50,635	
19	51,677	
20	52,720	
21	54,126	
22	55,533	
23	56,939	
24	58,346	
25	59,753	
26	61,316	
27	62,879	
28	64,443	
29	66,005	
30	67,569	
31	69,653	
32	71,737	
33	73,820	
34	75,904	
35	77,989	
36	80,073	
37	82,938	
38	85,804	
39	88,670	

<u>On Step Calculations:</u>		
	Step Salary	
Add	Credit Hours	\$101 per credit hour
Add	Masters	\$2,050
Multiply	<u>FTE</u>	
	Salary	

Off step: 0% (includes prior credit hours and masters). After 7/1/12 earned credit hours and or degrees will be paid as above.

**APPENDIX V
SALARY SCHEDULE
2013-2014**

STEP

1	\$39,475	
2	40,057	\$2,050 for Masters
3	40,858	\$102 per credit hour
4	41,448	
5	42,039	
6	42,628	
7	43,219	
8	43,809	
9	44,399	
10	44,990	
11	45,580	
12	46,251	
13	46,922	
14	47,592	
15	48,264	
16	48,934	
17	50,008	
18	51,081	
19	52,154	
20	53,228	
21	54,301	
22	55,750	
23	57,199	
24	58,648	
25	60,096	
26	61,545	
27	63,156	
28	64,765	
29	66,376	
30	67,985	
31	69,596	
32	71,742	
33	73,889	
34	76,035	
35	78,181	
36	80,329	
37	82,475	
38	84,950	
39	87,498	

<u>On Step Calculations:</u>		
	Step Salary	
Add	Credit Hours	\$102 per credit hour
Add	Masters	\$2,050
Multiply	<u>FTE</u>	
	Salary	

Off step: 0% (includes prior credit hours and masters). After 7/1/13 earned credit hours and or degrees will be paid as above.

**APPENDIX V
SALARY SCHEDULE 2014-2015**

STEP

1	\$40,195
2	40,798
3	41,410
4	42,031
5	42,662
6	43,301
7	43,951
8	44,610
9	45,279
10	45,959
11	46,648
12	47,348
13	48,058
14	48,779
15	49,510
16	50,253
17	51,007
18	51,772
19	52,549
20	53,337
21	54,137
22	54,949
23	55,773
24	56,610
25	57,459
26	58,321
27	59,196
28	60,083
29	60,985
30	61,900
31	62,828
32	63,770
33	64,727
34	65,698
35	66,683
36	67,684
37	68,699
38	69,729
39	70,775

\$2,050 for Masters
\$103 per credit hour

On Step Calculations:

	Step Salary	
Add	Credit Hours	\$103 per credit hour
Add	Masters	\$2,050
Multiply	<u>FTE</u>	
	Salary	

LONGEVITY AT STEPS 21-24 ADD \$2,000

LONGEVITY AT STEPS 25-29 ADD \$4,000

LONGEVITY AT STEPS 30-39* ADD \$7,000

*Off step: Members that would be on Steps 34-39 during the 2014-2015 school year will be considered off step. Off step members will not receive a longevity increase. These teachers will receive a 1.5% salary increase plus masters pay and pay for credits earned.

APPENDIX VI – EVALUATION
School Psychologists, Counselors, Social Workers, Library Media Specialists and
Teaching Assistants

Both the District and Association agree that these above mentioned members shall be regularly evaluated in order that the District and these members will have an accurate and timely appraisal of their performance. The following shall govern the evaluation process:

1. Each member shall be apprised of the criteria used in evaluating their performance. All formal evaluations shall be in writing on a standard form.
2. Formal monitoring or observation of the work performance of the teacher/teaching assistant will be conducted openly, with the full knowledge of the teacher/teaching assistant and will be based on actual observation data within and out of the classroom.
3. The teacher/teaching assistant will be given a copy of any written class observations or evaluation report prepared by the authorized administrator. No performance appraisal report shall be submitted to Central Administration, placed in a teacher/teaching assistant's file, or otherwise acted upon without a copy to the teacher/teaching assistant. This will be given to the teacher/teaching assistant prior to the post-observation conference.

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

4. Each teacher/teaching assistant shall have the right, upon request and at reasonable times, and in the presence of the Superintendent or his designee to review and make copies of the contents of his/her complete personnel file with the exception of confidential pre-appointment recommendations. A teacher/teaching assistant shall be entitled to have a representative of the Association accompany him during such review. (Cost of copies will be paid by the teacher/teaching assistant at the rate prevailing at the time of the request).
5. A teacher/teaching assistant may submit a written notification regarding any post-appointment material contained in his/her personnel file and the same shall be attached to the file copy of the material in question.
6. A pre-observation conference may be held upon the teacher/teaching assistant's request and a post-observation conference will be held within six (6) working days following the observation (calculation period begins with the first (1st) work day following the observation) so that the teacher/teaching assistant and his/her evaluator may review and clarify the written reports. The individual teacher/teaching assistant will be informed of any shortcomings in his/her work and his/her teaching performance. The written report shall include explanations and evidence leading to

this rating as well as suggestions for improvement. Assistance shall be given in areas of weakness.

7. By May 15 of the school year, non-tenured teachers/teaching assistants will be notified whether or not the District considers their work adequate for continued employment in the District.
8. No tenured teacher/teaching assistant shall be dismissed, disciplined, reprimanded or denied continual employment except for just cause.
 - a) A teacher/teaching assistant brought up on charges under Education Law 3020 and 3020a shall have the option of using the grievance procedure in place of the procedures in the Education Laws 3020 and 3020a. A teacher/teaching assistant brought up on charges shall have ten (10) days from receipt of the official notice of charges to choose to use the grievance procedure. Failure to properly notify the District shall constitute a waiver of his/her rights under this section.
 - b) A teacher/teaching assistant choosing the arbitration procedure will waive the first three (3) steps of the grievance procedure and will file directly at Stage Four (4) (Arbitration). If suspended, the teacher/teaching assistant choosing the arbitration procedure shall be suspended with pay pending the decision of the arbitrator. Pay shall be for the number of school days within one hundred twenty (120) days following the date of notice of choice of option. The one hundred twenty (120) days shall not include days during the months of July and August.
9. The evaluation year shall end on June 15 with evaluations after that to be applicable to the following evaluation year.
 - a) Tenured teacher/teaching assistants:

Tenured Teacher/teaching assistants shall be evaluated at least once every year. The failure to evaluate a tenured teacher/teaching assistant in a particular year will not be used by either party to establish the quality of the individual's work.
 - b) Non-tenured teacher/teaching assistants:

Non-tenured teacher/teaching assistants shall be observed and evaluated at least three (3) or more times per year. The first observation and evaluation will take place by October 1st and the final observation and evaluation will be completed by May 1st.
10. In order to familiarize each faculty member with the instrument, by the end of the second (2nd) week of employment each year, the District will give to each teacher and teaching assistant a copy of the evaluation instrument that will be used for the upcoming school year by including it in the Faculty Handbook. The Faculty Handbook will be distributed to the bargaining unit members on the first day of the school year.
11. The District may modify or change the evaluation instrument for the following academic year. Notification will be given to the Association one (1) month prior to any

planned change and any response to the change will be considered in implementing the change.

12. In the case of any disciplinary action in the form of a written statement, a copy of the conclusionary statement only will be sent to the Association President.
13. Teacher/teaching assistants shall be formally evaluated by the school principal or by any other suitable supervisor or administrator designated by the administration with the understanding that additional evaluators will not include bargaining unit members, except the Physical Education/Athletic Director (one [1] position).
14. All evaluation and/or observation reports will be signed by the bargaining unit member. Said signature will merely indicate receipt of the report and not agreement with its contents. This will take place on the day of the receipt of the evaluation report.

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