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#### **Contract Database Metadata Elements**

Title: **Oneida City School District and Oneida Teachers Association (2005)**

Employer Name: **Oneida City School District**

Union: **Oneida Teachers Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **5852**

Unit Size: **218**

Number of Pages: **86**

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**AGREEMENT**

**between the**

**SUPERINTENDENT OF SCHOOLS**

**of the**

**CITY SCHOOL DISTRICT**

**of the**

**CITY OF ONEIDA**

**and the**

**ONEIDA TEACHERS' ASSOCIATION**

**July 1, 2005 to June 30, 2008**

**RECEIVED**

DEC 17 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

218



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## **ARTICLE I**

### **RECOGNITION**

The Superintendent recognizes the Oneida Teachers' Association, hereinafter referred to as the Association, as the sole and exclusive bargaining agent for all regularly employed, certified employees, and school nurses, including those employed for a period of five (5) months or more as a replacement for a teacher who has been granted a leave of absence for an extended period of time, except as noted in the exclusion below, with such recognition being for the maximum period allowable under Section 208 of the Public Employees' Fair Employment Act. Such recognition shall remain continuous therefor unless challenged by a bona fide employee organization showing membership and support of whatever the requirement of said act may be in order to change the designation of an exclusive bargaining agent.

Exclusions to the above recognition agreement are: Full-time administrators, psychologist, substitutes, and other temporary, itinerant or casually employed certified employees who may, from time to time, be employed.

## ARTICLE II

### PROCEDURES FOR NEGOTIATIONS

#### **A. OPENING NEGOTIATIONS:**

Either party may make the initial request for the first negotiations meeting at any time during January. A mutually acceptable meeting date shall be established within fifteen (15) days of the receipt of the initial request by the other party.

#### **B. NEGOTIATING TEAMS:**

Both the Association and the Superintendent shall be represented at the bargaining table by a committee in whom is vested all necessary power and authority to make proposals, react to them and submit counter-proposals and to reach compromise during the course of the negotiating process.

#### **C. EXCHANGE OF INFORMATION AND PROPOSALS:**

Both parties shall furnish each other upon request all available and appropriate information pertinent to the subject of negotiations. The initial proposals of the Association shall be submitted to the representatives of the Superintendent at the first negotiations meeting. The proposals and/or counter-proposals of the Superintendent shall be submitted to the Association's representatives at the second negotiating meeting, which shall be on a mutually acceptable date within fourteen (14) days after the first meeting. No new items may be submitted by either party after the second meeting.

#### **D. CONSULTANTS:**

Each party may call upon outside consultants to assist in the negotiating process with the costs of such consultants being borne by the party requesting the service.

#### **E. AGREEMENT:**

When areas under discussion are resolved, the proposed agreement shall be reduced to writing as a Memorandum of Understanding and submitted to the Association and to the Board of Education for ratification. After ratification by both parties, the District shall furnish the Association with sufficient copies of the ratified agreement for distribution to each bargaining unit member.

## **ARTICLE III**

### **ASSOCIATION RIGHTS**

**A.** Each building representative may, with permission of his or her respective building principal, schedule an Association meeting before or after regular school hours or during the lunch period in the school building where the representative is regularly employed, with the understanding that such permission shall be granted as long as the meetings so scheduled shall not interfere with the normal operation of the building.

In the absence of a regularly assigned custodial personnel during times of facility use by the Association, security of the facility will be the responsibility of the Association. Attendance at such meetings will be the option of the individual teacher.

**B.** The Association shall be allowed up to a maximum of sixteen (16) teacher-workday absences annually during each school year to allow its representative(s) to attend out-of-district conferences or meetings dealing with Association business. Requests for additional absences for Association business may be submitted to the Superintendent and the same may be granted at the discretion of the Superintendent. In all cases of teacher absences for Associations business, notification to the building principal shall be required and given at least three (3) days in advance of such absences whenever possible.

The cost of necessary substitute service for such absences will be borne by the District. All expenses incurred by the Association representatives for those purposes cited in this Paragraph will be borne by the Association. There will be no loss of pay or other benefits to the Association representative(s) resulting from any such absences.

**C.** Participation of any Association member selected as a delegate, and/or alternate delegate, to the New York State Teachers' Retirement System's annual meeting will be excluded from the Association business absence referred to in Paragraph B above. The cost of reasonable expenses related to such participation will be borne by the District.

**D.** No reprisals of any kind will be taken against any teacher by reason of membership in the Association or participation in any legal Association activities. No reprisals of any kind will be taken by the Association against any teacher who is not a member of the Association or does not participate in activities of the Association.

**E.** Duly authorized representatives of the Association and its affiliates shall be extended the courtesy of visiting with any Association member on school property at reasonable times with the understanding that during each such visit, the visitor will follow existing practices of the District relating to the visitation, appearing first at the office of the principal to make his presence known and to request time to speak to whomever he has come to visit, with the further understanding that such request will be granted, provided such visit does not interfere with the assigned teaching duties of the teacher so visited.

**F.** During the summer months, the District shall provide the Association with a list of all new bargaining unit employees, such list to include the full name and best known address of the newly hired employee.



**G.** The duly designated Association representative shall be released at the close of the instructional day one day each month to attend Association committee meetings. The president of the Association shall provide the Superintendent with the names of such representatives and the proposed dates of such meetings no later than October 1 of each year. Changes in such dates shall be mutually agreed upon.

**H.** The president of the Association will not be assigned to homeroom duty, if assigned to secondary school, or to bus duty, if assigned to an elementary school. Further, if the president is assigned to a secondary school, every effort will be made not to have him/her assigned to study hall. If a study hall assignment is made (s)he will be assigned to a "double" study hall as the study hall assignment so that (s)he may be released to take care of Association business when required, and after notifying the Building Principal.

## ARTICLE IV

### USE OF SCHOOL FACILITIES

#### A. SCHOOL BUILDINGS:

The Association may have the use of school buildings with the understanding that the request form for such use be submitted in accordance with individual building procedures. In the event it is not possible to give written notice, the Association may use the school building, provided that such use does not interfere with previously scheduled activities. The Association shall be liable for whatever fees may be paid by any other outside organization using the buildings, as well as for the cost of any supplies consumed during the process of building use.

#### B. BULLETIN BOARDS:

The Association shall be able to post Association information on the bulletin board located in the faculty rooms of the school buildings throughout the District. The Association will identify its posted materials.

#### C. INTRA-DISTRICT COMMUNICATION:

The Association may use faculty mail boxes as well as the intra-district courier service for transmittal of information to the teachers, with the understanding that the materials so transmitted would be within the limits acceptable by the contracted courier service. Distribution of packages or other bulky materials must be made by personnel other than the regular district courier or a member of the District's supportive staff.

## **ARTICLE V**

### **PAYROLL DEDUCTIONS**

**A.** Payroll deductions for such purposes as listed herein will be available to the teachers upon completion of appropriate payroll deduction authorization notices:

- ASSOCIATION DUES
- CREDIT UNION PAYMENTS
- HEALTH AND DENTAL INSURANCE PREMIUMS
- TEACHER RETIREMENT LOAN PAYMENTS
- TAX-SHELTERED ANNUITY PAYMENTS TO RECOGNIZED ANNUITY FIRMS
- COMMUNITY CHEST
- NYSUT BENEFIT TRUST
- VOTE/COPE

...and, to the United States Government for the purchase of savings bonds, should sufficient interest among teachers. (approximately 10%) be evidenced.

**B.** Deductions for the NYSUT Benefit Trust shall begin on the payroll date following the District's receipt of the payroll deduction authorization or at a later date if so requested by the employee provided the District has been given at least three days' notice.

**C. PROCEDURES FOR UTILIZATION OF TAX SHELTERED ANNUITIES**

1. Any employee wishing to arrange for enrollment in a tax sheltered annuity plan or a similar plan made available to school employees may sign up during open enrollment periods which will be held in September, January and April of each school year. Except for new employees, no employee may join at any other time other than during such open enrollment period, which period will be announced to all employees prior to the opening of such period. New employees may join within thirty days of commencing their employment with the District.

2. No deductions shall be withheld until a duly signed form has been filed with the school business office, with all appropriate information completed and executed.

3. An employee may, at any time during the course of the school year, terminate the deduction. If the employee elects to terminate such deduction, he may not begin any new deduction until the next open enrollment period.

4. An employee may elect to have more than one tax sheltered annuity or other such benefit.

5. The business office, within three (3) business days after the payroll deduction, shall forward such sum to the employee designated company(ies). Exceptions to this three-day rule may evolve around a holiday period, e.g., Thanksgiving or Christmas, in which case every effort will be made to make such payment as quickly as possible, but in no event more than five (5) work days after the withholding. Every effort shall be made to insure that deductions made in one calendar year shall be transmitted in such time so that they should be received by the designated company(ies) within the same calendar year.

**D. FLEXIBLE SPENDING PLAN**

A flexible spending plan providing for premium payments, dependent care, and unreimbursed medical expenses shall be provided by the District. The plan shall include the expanded plan year provisions allowing participants to expend monies beyond the plan year, as currently approved by federal regulations. Reimbursements shall be made at least twice monthly. BOCES shall be the administrator. Any changes in operating procedures must be jointly determined by the OTA and the District.

**E. DIRECT DEPOSIT**

The District shall, upon written authorization of the employee, provide direct deposit of the employee's paycheck into a bank(s) of the employee's choice.

## ARTICLE VI

### PERSONNEL FILES

A. Bargaining unit employees shall have the right to review their personnel file, with the exception of pre-employment letters of recommendation and other pre-employment confidential information. The personnel file may not be removed from the office location by the teacher or his representative. Copies of any material contained in the personnel file of the bargaining unit employee may be made available to that employee or his representative with the cost for such copy being paid by the employee. The personnel file mentioned herein shall be that file as maintained in the District Administration Office.

B. The bargaining unit employee has the right to attach a rebuttal to any material placed in his personnel file, provided such rebuttal is filed in the District Office within twenty (20) work days after the date that the teacher signed his/her name to the original material.

C. Access to the personnel file of any bargaining unit member shall be limited to such reasonable times as a designated member of the District's administrative staff (Superintendent, Assistant Superintendent, or School Business Administrator) can be present to witness the inspection of the file. A bargaining unit member may have the access to his personnel file within three (3) working days after submitting to the office of the Superintendent his/her request to review its contents.

Time required to gain access to the personnel file of the teacher, when such access is desired in relation to a grievance, shall not adversely affect the time limits stipulated in the grievance process.

D. A teacher's signature, if required to be affixed to any material to be placed in his/her file, indicates only that he/she has knowledge of the material being so placed.

E. No material shall be placed in the employee's personnel file without the employee's knowledge and without affording the employee an opportunity to make a written statement to be attached thereto. Such response must be received in the District office within thirty (30) school days of the date that the material was first transmitted to the employee.

## ARTICLE VII

### TEACHER PROTECTION

A. Any teacher who must be absent from employment as a result of an assault on that teacher occurring as a direct result of the satisfactory performance of assigned duties will receive full pay during such absence for a period not to exceed one (1) year following the date of such assault. Any extended absence referred to herein must be accompanied by a medical certificate of need. Sick Leave or Personal Leave entitlement will not be reduced as a result of such absence.

B. The teacher will be reimbursed to the extent of any loss beyond that which is covered from any personal insurance protection of the teacher for the cost of required medical attention, for replacing or repairing dentures, eyeglasses, hearing aides or any similar bodily appurtenances, or any article of clothing or other personal equipment which may be destroyed, damaged or lost as a result of an assault on the teacher while satisfactorily performing his assigned duties.

The limit of the reimbursement amount referred to herein for medical treatment or other losses suffered by the teacher will be \$ 1,000.

## **ARTICLE VIII**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

**A.** Teachers may participate in program-related conferences, workshops, seminars, professional meetings or school visitations upon prior approval of the Superintendent. Absences for such activities shall be without loss of salary payment. All reasonable expenses incurred by the teachers participating in these activities, such as lodging, meals, registration, and travel, shall be reimbursed by the District upon submission of the appropriate signed voucher requesting such reimbursement.

**B.** The District and the Association recognize the importance of continued training and education. As such, both parties strongly urge all Association members to participate annually in continuing education programs through graduate course work, conferences, in service training or participation in the Teacher Center. When any such course participation is complete, the teacher shall, by written form, so advise the District office.

## **ARTICLE IX**

### **CLASSROOM DISCIPLINE**

**A.** The parties acknowledge that the primary responsibility for dealing with discipline problems or disruptive incidents in the classroom lies with the teacher. In the ordinary case, professional training and experience have equipped him/her to handle such problems in the professional and competent manner most likely to foster individual learning and a positive relationship between student and teacher.

**B.** No teacher or class shall be required to tolerate any acts of gross misconduct, including, but not limited to, flagrant discourtesy, abusive language, and/or acts of violence. Discipline shall be administered in a reasonable manner and in a moderate degree and in accordance with the law of the State of New York and rules of the Commissioner of Education. The teacher may use such measures with a student as are necessary and reasonable to protect himself/herself against attack or assault. Should an extraordinary incident arise and cause a disruption which interferes with the learning process in the classroom, available assistance will be offered to the teacher dealing with such situation.

**C.** A student who threatens physical violence or who engages in such with respect to himself, his fellow students, or a teacher, may be directed by the teacher to report immediately to the principal or other designated supervisor under such procedure as may be described by the District. The length of such removal shall be determined by the building principal based upon the report received from all concerned.



## **ARTICLE X**

### **PLANNING TIME**

- A.** Secondary teachers will be provided the equivalent of one period per day as planning time, during which they will be free from pupil contact in order to pursue related activities.
- B.** Elementary teachers and full-time special areas teachers will be provided planning time which will, on a weekly basis, average minimally twenty-five (25) minutes per day, during which time they will be free from pupil contact in order to pursue related activities. While not a guarantee, the District will make every effort to assure that teachers receive planning time each day. Further, the use of such individual planning time shall be determined by the individual teacher.
- C.** In the event of an emergency and unusual circumstances, when the District cannot obtain a substitute teacher to replace an absent teacher, other teachers will be utilized during their planning time on a rotating basis to replace the absent teacher.

## ARTICLE XI

### LEAVES

#### A. SICK LEAVE

1. Each full-time teacher shall be granted sick leave without loss of salary for twelve (12) days during each school year with up to six (6) days of such Sick Leave being granted for illness in the immediate family (spouse, child or parent) or, in the case of a male teacher, when attendance at home or at the hospital due to the birth of his child is necessary. Such leave time shall be pro-rated for part-time employees. It is also expressly understood that no more than six (6) days of such leave can be used in any school year for illness in the immediate family.

Sick Leave will be credited at the beginning of each school year. Any unused portion of Sick Leave allowance shall be accumulative and added to Sick Leave credit for the teacher at the beginning of the next fiscal year.

Teachers working during the summer for twenty or more work days shall receive an additional sick day.

2. Teachers commencing employment subsequent to the start of the school year shall receive a prorated Sick Leave allowance, such proration being at the rate of one (1) day per month of employment between the starting date of employment and June 30 of the particular fiscal year, and the prorated number of days shall be computed and credited to the Sick Leave record of the teacher at the beginning of the month in which the teacher commences employment.

3. Each teacher will be provided with a statement of available Sick Leave at the beginning of school each year. Such statement will include accumulated Sick Leave from prior years and the Sick Leave entitlement for the current year.

4. Each teacher will provide his building principal or other administrator responsible for his services as much advance notice of absence covered by his Sick Leave as circumstances permit. If a teacher is absent for a period of three (3) or more consecutive days, charging such absences against his Sick Leave, he may be required to furnish a doctor's certificate substantiating the illness and inability to work. The Administration may require the filing of medical certificates by a teacher during an extended absence covered by Sick Leave policy, or for absences charged to Sick Leave on one or more successive days immediately preceding or immediately following a school holiday or vacation period.

5. In any instances whereby payment for absences covered by Workers' Compensation or other form of insurance provided in whole or in part at the expense of the school district is received, the teacher receiving such payments must report the same to the District which will pay the teacher only the difference between such insurance recovery and regular salary payments dues for the period of the absence.

6. Sick Leave may be used for pregnancy related disability, but only for the period of actual disability as certified by the teacher's physician.

7. Paid Sick Leave will not be granted to any employee during the period of any unpaid Leave of Absence.

**B. PERSONAL LEAVE**

1. All full-time teachers shall be entitled to three (3) school days of Personal Leave per school year, prorated for part-time employees. Such days may be utilized in half day (a.m. or p.m.) units or full day units. Any unused Personal days shall be credited to the teacher's Sick Leave account at the end of the school year.

Teachers commencing employment subsequent to the start of the school year shall receive a prorated personal leave allowance, such proration being at the rate of three (3) personal leave days per year for a teacher initially hired to work eight (8) or more months; two (2) days per year for a teacher initially hired to work more than four (4) but less than eight (8) months per year, and one (1) day per year for a teacher initially hired to work for four (4) months or less of such school year.

2. Teachers shall be required to notify their building principals of their intention of using a Personal Leave day at least three (3) days prior to the date of the Leave, except under unusual circumstances. The purpose of this Leave is to permit a teacher to attend to personal matters which cannot be accomplished during other than normal working hours. Reasons for Personal Leave need not be stated for the first two Personal Leave days so taken; reason shall be required for the third Personal Leave day, if taken.

3. Personal Leave may not be taken on days immediately preceding and/or subsequent to scheduled vacations; nor may they be used in any manner to extend a vacation period by being used in conjunction with unpaid leave days. For purposes of this section, vacation shall mean anytime schools are closed for five calendar days or three school days.

4. If personal leave is to be taken during the first fifteen teacher workdays or the last fifteen teacher workdays of the school year, or during the mid-year examination period at the Senior High School, the request for such Leave must be made in writing to the Superintendent and the reason for such request must be stated therein. A copy of the notice shall be given to the principal.

**C. EXTENDED UNPAID LEAVES OF ABSENCE**

1. Bargaining unit employees shall have the right to an extended unpaid leave of absence for child care or family purposes. Such leave may be for up to one (1) year, terminating on a date coincidental with the end of either the first semester or the end of the school year. Extensions of the leave shall be granted for up to an additional year if the request for the extension is due to a medical problem as certified by a physician. Extension requests for other reasons shall be reviewed by the Superintendent and the Board of Education who shall have sole discretion as to whether or not the extension will be approved.

Employees may request extended unpaid leaves of absence for other reasons. Such requests will be reviewed by the Superintendent and the Board of Education, who shall have sole discretion as to whether or not they will be approved.

If an employee has been on an unpaid leave of absence for two or more consecutive years, for

any reason(s), any request for an extension thereof shall rest within the sole discretion of the Superintendent and the Board of Education.

2. Notice of or request for such Leaves must be submitted, in writing, to the Superintendent at least thirty (30) days prior to the beginning date of the requested Leave. Such written request shall state the reason therefor and the duration of such Leave.

3. Teachers on an extended unpaid Leave of Absence shall give ninety (90) days written notice to the Superintendent of their intent to resume employment at the termination of the Leave. Teachers intending to return at the opening of school in September shall give such notice of their intention by April 1 of the prior school year. Failure to report for duty upon the expiration of an extended unpaid Leave of Absence shall be deemed a resignation.

4. No employee benefits based on length of service shall be deemed to accrue during the period an employee is on such unpaid Leave of Absence, nor shall any employee be entitled to paid Sick Leave during the period of such Leave.

5. All employee benefits earned by the teacher prior to such Leave shall remain in effect during the period of such Leave and shall not be diminished upon the return of the teacher to active service as a result of such Leave.

6. Health insurance premiums or any other benefit paid in full or in part by the District must be paid in full by the teacher during the period of such Leave. (See also Section I which provides that, in certain instances, the District may continue its share of the insurance premiums for a limited period.)

**D. ADOPTION, SERIOUS SICKNESS OR DEATH IN IMMEDIATE FAMILY**

1. Each teacher shall be granted up to ten (10) days of Leave with full pay for each instance of adoption, serious sickness or death in immediately family.

a. Serious sickness in immediate family is considered to be only that which is of a critical or terminal nature or other such instances whereby the attendance of the employee to the affairs of the sick family member is required. All cases are to be substantiated by the immediate supervisor.

b. The immediate family shall be identified as spouse, parent, guardian, sister, brother, and children.

c. Up to ten (10) additional days may be used from a teacher's accumulated sick leave in the event of an adoption of a child.

2. Each teacher may be granted up to five (5) days Leave with full pay for each instance of serious sickness (as defined in D.1.a above) or death for the employee's or his/her spouse's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. If additional days are required, the employee may use up to five (5) accumulated sick days for each instance.

3. Each teacher may be granted one (1) days Leave with full pay to attend the funeral of

the teacher's or his/her spouse's other relatives defined as follows:

Aunt	Cousin
Uncle	Grandparents
Nephew	Grandchildren
Niece	

In the event a teacher needs additional days and his/her personal days have already been utilized that year, the employee may utilize his/her sick leave days for attendance at the funeral, but shall not be on a paid leave for more than four (4) days totally for the funeral.

#### **E. JURY DUTY**

1. Bargaining unit employees called for Jury duty or to testify in court as a non-party witness pursuant to a subpoena will be allowed to fulfill this civic obligation at no loss of pay. For such days on which the bargaining unit employee serves on Jury duty, the District will pay the difference between the compensation received for Jury duty and the regular daily rate for the employee.

2. Bargaining unit employees serving as a member of a panel of Jurors will be expected to report to work at the school district on any day in which he/she has been excused from Jury duty for that day by 11 a.m., returning to work in a timely manner so as to be available for duty at or immediately following the lunch period.

#### **F. SABBATICAL LEAVE**

1. Teachers shall be entitled to Sabbatical leave in accordance with existing policy of the Board of Education (Policy No. 4175 as adopted by the Board April 9, 1968, together with any subsequent revisions thereto). Major provisions of the Sabbatical Leave policy are:

(a) **Eligibility Requirements:** Full-time professional employees, permanently certified, at least seven (7) consecutive years of service to the City School District.

(b) **Purpose:** Formal study, research, writing, travel, etc.

(c) **Compensation:** Full pay for one semester-, partial pay for two semesters (50% for 7-8 years of service, plus 2% per year to 74% at twenty years service, 75% over twenty years).

2. A copy of the Sabbatical Leave Policy is attached herein as Appendix E.

#### **G. SICK LEAVE BANK**

1. A Sick Leave Bank shall be established and shall be administered in accordance with the guidelines set forth herein.

2. Each member of the teachers' bargaining unit may contribute up to two days of available Sick Leave toward the establishment of the Sick Leave Bank, with such contribution being

made on appropriate authorization forms to be supplied by the District and filed by October 15. Newly employed unit members may join the Sick Leave Bank at any time within 45 calendar days of their initial employment.

At no time may the number of available days in the Sick Leave Bank exceed two times the number of employees in the teachers bargaining unit, except for days which are contributed by newly enrolled members of the Sick Leave Bank or days paid back to the Sick Leave Bank.

3. To draw from the Sick Leave Bank, the teacher must:

(a) have made a contribution to the Sick Leave Bank from his own available Sick Leave.

(b) have utilized all but six (6) days of current and accumulated Sick Leave entitlement available to him.

(c) submit request for use of Sick Leave Bank to Sick Leave Bank Committee.

(d) provide such medical evidence as may be required at such intervals deemed appropriate by the Sick Leave Bank Committee in order to verify the requested withdrawal.

4. The accumulated total of the Sick Leave Bank shall be maintained through the combined efforts of the Association and the District.

(a) Sick Leave days borrowed from the Bank shall be repaid at a rate agreed to by the user-teacher and the Sick Leave Bank Committee.

(b) Days contributed to the Sick Leave Bank by any member of the Bank who later elects to discontinue his participation in the Bank shall remain in the Bank. Sick days will not be restored to the individual credit of the member.

(c) Days donated by resignees between January 1 and September 1 of the year of resignation shall be deducted from the Bank total on the effective date of such resignations. All other contributed Leave days shall remain in the Bank.

(d) At such time as the total available days in the Bank shall fall below fifty (50) days, the Sick Leave Bank Committee may call upon its members to contribute additional days at a rate sufficient to restore the available days within the Bank to an acceptable total, such total not to exceed the established limits of the Bank.

(e) Once each year, before October 15, the Sick Leave Bank Committee may solicit new members for the Bank from among the members of the bargaining unit who are not participants of the Bank. Such new members shall be entitled to full privileges of the Bank upon contributing a number of Sick Leave days from their individual entitlement, equal to the average days available in the Bank for members of the Bank at that time.

5. The Sick Leave Bank Committee shall consist of the President of the Association or his designee, the Superintendent or his designee, and one other member of the Association appointed

by its Executive Committee. The Sick Leave Bank Committee shall review each request for withdrawal of sick time from the Bank and made a determination relating thereto. The Committee shall also conduct such other activities as may be required to fulfill the obligations of the Sick Leave Bank. Decisions of the Sick Leave Bank Committee will not be subject to the Grievance Procedure of this Agreement.

H. In the event that a teacher is a duly sworn member of a recognized volunteer fire company and is actively engaged in the fighting of a fire at the commencement of the school day, or is a duly certified Emergency Medical Technician on a call at the commencement of the school day, such teacher will not be required to report for work, but such teacher will be expected to make every reasonable effort to notify the District of his/her absence. Time lost from work for this activity shall not be charged against any accrued leave benefits, but the teacher shall, whenever possible, report back to his/her teaching assignment for the balance of the school day as soon after the conclusion of his/her emergency duties as possible.

I. **Family and Medical Leave Act**

In accordance with applicable provisions of Federal Law, bargaining unit members may have greater rights to leave time than is set forth in this section for certain qualifying events when birth, death or serious medical problems affect the employee, his/her spouse, parent or child and cause absences in excess of three (3) consecutive work days. Those unit members who have worked for the District for at least one year and 1250 hours (which is assumed for full time teachers) are entitled to an aggregate of twelve (12) weeks unpaid leave time during any one school year for these qualifying events.

During the period of FMLA unpaid leave, the District will continue insurance benefits (health, dental, life and disability) as if the employee were still actively employed. Personal illness paid leave in excess of three (3) consecutive days will reduce the twelve (12) week period if it is for a FMLA qualifying event.

Unit members may continue to utilize any paid and unpaid leave benefits to which they are contractually entitled. Those who qualify for FMLA leave must make application for such leave in advance on a form available in the District office. A copy of -such form is attached hereto as Appendix "G".

J. **Military Leave**

A unit employee who is called upon to perform military service shall be entitled to receive all contractual benefits for a period of time up to one year while on leave for such duty. The employee shall be responsible for his/her share of any premium due on the same basis as if he/she were actually employed.

## ARTICLE XII

### ASSIGNMENT OF TEACHERS

**A.** Each teacher shall be notified of his/her assignment for the coming year no later than June 15 of a given school year. If a change in the assignment of a teacher so announced becomes necessary subsequent to June 15, the teacher shall be notified as soon as practicable.

Any employee who will be changing schools shall be given an opportunity to visit the new school prior to assuming the new assignment.

**B.** At such time as the need for teaching services shifts from one building to another, or from one grade level to another at the elementary level, or within the departments at the secondary level, the related transfer of teacher shall be accomplished on a voluntary basis, if possible, by generally announcing the pending shift in assignments and seeking volunteers therefor. Such position will be posted within the building noting any special qualifications or criteria (see Section C). Before posting the position outside of the building experiencing the grade level change at the elementary level, the teachers and the building principal shall confer at a meeting during the school day to see if they can reach a consensus as to which teacher is assigned to which grade level. If there is not unanimous agreement amongst the building teachers who will actually experience a change in grade level assignment within the building; then the position will be posted district wide. If through this volunteer process a satisfactory and qualified teacher is not identified, the Superintendent shall then reassign an existing staff member from within the appropriate tenure area, with such reassignment being deemed by the Superintendent to best meet the needs of the instructional program. In the event more than one teacher in the affected group is found satisfactory and qualified by the Superintendent for the reassignment, the teacher who is involuntarily transferred through this latter method shall be entitled to an explanation from the administration of the reasons for the transfer and will be given such as part of the process.

**C.** Any established position within the bargaining unit for which a replacement employee will be required for a period of five (5) months or longer will be posted in all schools.

Any appointment by the duly authorized legislative body will not be made until at least ten (10) days following the date of the posting.

Employees in the bargaining unit may apply, in writing, for such positions, will be interviewed, and will receive more favorable consideration when deemed satisfactory and qualified by the Superintendent to fill the vacancy. In the event more than one bargaining unit employee applies for such position and when all are deemed satisfactory and qualified by the Superintendent to fill the vacancy, the senior member of the bargaining unit shall receive more favorable consideration.

For any unencumbered position as a result of a newly created position or a position now available as a result of a teacher's resignation, the district may post such available vacancy noting any special qualifications that reflect bona fide needs of that position. Before attaching such special needs statement to the position, the building principal and/or District personnel shall meet with the teachers in the building where the position will exist and consult with them about the special qualification. It is understood that it is not to be the norm for posted positions to have special qualifications added, and the District will have the burden of proof to justify such if it is challenged.



The determination of the actual position to be posted shall be made after teachers in such building at the elementary level or teachers in such department at the secondary level have had the opportunity to transfer into the position which became vacant. Internal transfers shall be made by consensus, if possible, among the teaching staff at a meeting during the school day called for that purpose. If no consensus is reached, the selection will be by seniority.

In the event an elementary position in the primary area (K-3) becomes available, any teacher seeking that position must have recent teaching experience in the primary grades and/or recent course work or training in reading instruction. Recent shall be defined as within the previous five years. Teachers who are transferred internally must meet the K-3 position reading criteria as well as any special qualifications attached to the position.

**D.** For determining whether a teacher is "satisfactory and qualified" under this Article, the following criteria shall be utilized: the teacher's area of certification, quality of performance as determined by Evaluations and Observations, background, training and seniority within the District. When the above criteria are judged to be equal by the Superintendent, the senior employee shall receive more favorable consideration.

**E.** This Article, except for Section A, shall not apply to School Nurses.

## ARTICLE XIII

### CLASS SIZE

**A.** The District will make every reasonable effort to maintain appropriate class size at the elementary level (K-6). In such instances where the class size at the elementary level shall equal or exceed thirty (30) regularly assigned pupils, the District, at its sole option, shall either:

1. Assign a full-time Teacher Aide to the class as promptly as possible to work with the teacher as soon as it is apparent that the class size will equal or exceed 30 regularly assigned pupils for a reasonable period of time; or

2. Pay the regularly assigned teacher \$800 for each quarter of the school year that the number of regularly assigned pupils equals or exceeds 30, provided, however, that in order to be eligible for such payment, the class size must equal or exceed 30 for at least one-half of the scheduled school days each quarter. If a teacher has 30 or more regularly assigned students for more than 23 consecutive school days, but no more than one-half the school days in the two consecutive quarters, such teacher shall also receive \$800. Payment of such money shall be made as soon after the completion of the quarter as possible.

The District will not transfer students solely to avoid its obligation under this Article.

At such time as the elementary class size equals or exceeds 30 regularly assigned pupils, the District shall, within three (3) school days thereafter, notify the teacher of which of the above options it shall exercise; and if the District elects to appoint an Aide, it shall do so within one week after notifying the teacher an Aide will be assigned.

The teacher, if he/she so desires, and if an Aide has been assigned, may share the services of this Aide with other teachers in the building after consultation with and approval of the building principal.

**B.** In the event class size at the Kindergarten level equals or exceeds 25 students, the District shall provide one hour of aide time daily for half day kindergarten programs and two hours of aide time daily for a full day kindergarten program for each class exceeding such standard.

In the event class size in Grades 1-3 equals or exceeds 26 students, the District shall provide two hours of aide time daily for each class exceeding such standard.

In the event class size in Grades 4-6 equals or exceeds 28 students, the District shall provide two hours of aide time daily for each class exceeding such standard.

1. Every effort will be made to employ an aide by October 1st for those teachers eligible for aide time.

2. Every effort will be made to provide the aide time daily for the prescribed time. Teachers will be consulted to ascertain their preference for the timing of the aide service during the school day. It is understood that a regular one or two hour daily schedule may not be possible but the teacher will receive aide time at least five (5) hours on the average weekly for half day

(Kindergarten) classes and ten (10) hours on the average weekly for full day classes.

C. Those special education students who are enrolled in special education self-contained classes shall not be considered part of the regular classroom teacher's total enrollment figures unless the students spend at least half the daily session with the elementary teacher.

## **ARTICLE XIV**

### **TEACHER ABSENCE**

The District will make every reasonable effort to provide a proper substitute in all cases of teacher absence, except in those cases whereby a limited number of pupils leave their regularly assigned classroom situation to meet with the absent teacher.

## **ARTICLE XV**

### **EVALUATION**

**A.** A minimum of three (3) written evaluations/observations shall be provided for each probationary teacher during each year of his/her probationary appointment. At least one such evaluation shall be completed by December 15 each year.

**B.** At least one observation of each probationary teacher shall be announced observation which shall include a pre-conference with the teacher for discussion of lesson objectives.

All observations shall be followed by a post-conference within a reasonable period of time after the observation to review the lesson and discuss the findings and recommendations of the evaluator.

A proposed copy of the written evaluation shall be provided to the teacher at the post-conference, and a final copy of the written evaluation will be provided within five (5) school days thereafter and shall be signed by both teacher and the evaluator.

**C.** The Administration shall make a good-faith effort to assist teachers in areas deemed needing improvement and make specific recommendations for such improvement as part of the evaluation process.

**D.** Teachers shall be generally informed of the manner in which evaluations will be performed.

**E.** Each tenured teacher shall be provided with at least one written evaluation/observation each year, such evaluation to be completed by May 15 annually.

**F.** Any teacher who may be subject to disciplinary action or discharge shall be given notice of such possible action and be given the opportunity to correct the problem whenever possible.

**G.** Any changes in the evaluation form and/or evaluation procedures must be negotiated with the Association.

## **ARTICLE XVI**

### **TERMINATION OF EMPLOYMENT**

Except as otherwise provided by Education Law, it shall be understood that when either the teacher or the Superintendent becomes aware of the intent to terminate the employment relationship of the teacher, a sixty-day (60) notice of such termination shall be rendered to the other party.

## ARTICLE XVII

### GRIEVANCES

#### A. DEFINITION

1. A Grievance is a complaint by a member or group of members of the bargaining unit or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement.

2. The term "Supervisor" shall mean any building principal or other administrator responsible for the area in which an alleged grievance arises.

3. Aggrieved party shall mean any aggrieved person or group of persons in the bargaining unit, or the Association, who shall file a grievance.

4. The terms "teacher", "member of the bargaining unit", and "employee" shall be interchangeable throughout this Article and the Agreement.

#### B. PROCEDURES

##### 1. STEP 1

(a) If a teacher feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to informally resolve the problem. In the event that the grievance is not so resolved, the teacher shall present the grievance to the immediate supervisor, in writing, notify the immediate supervisor that with this submission, the grievance procedure is being invoked and request a response from the immediate supervisor.

(b) Within five (5) working days after the supervisor has received such written statement of the alleged grievance and the request for a response thereto, the supervisor shall render a decision relating to the disposition of said grievance and present it in writing to the aggrieved party.

##### 2. STEP 2

(a) If the grievance is not resolved to the satisfaction of the aggrieved party at Step 1, the aggrieved party may appeal to the Superintendent. To do so, a statement of the alleged grievance, together with other relevant data, must be submitted, in writing, by the aggrieved party to the Superintendent within ten (10) working days of the release of the written decision of the immediate supervisor through the Step 1 procedure described herein.

(b) Within ten (10) working days after the Superintendent has received such written statement of the alleged grievance and other relevant data and the request for a decision relating thereto, the Superintendent shall render such decision relating to the disposition of said grievance and present it, in writing, to the aggrieved.

3. **STEP 3**

(a) If the grievance is not resolved to the satisfaction of the aggrieved party at Step 2, the Association may submit the matter to final and binding arbitration under the rules of the American Arbitration Association.

(b) All necessary expenses relating to the conduct of the arbitration shall be shared equally by the District and the Association.

(c) The matter shall be heard as promptly as possible, and the arbitrator's decision shall be issued with fourteen calendar days from the date of the close of the hearing.

(d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The determination of the arbitrator shall be in writing and will set forth his/her findings of fact, reasoning and conclusions.

**C. OTHER CONDITIONS**

1. In order to invoke the grievance procedure, the initial written statement of the alleged grievance must be submitted by the aggrieved party as prescribed in Step I of this procedure within twenty (20) working days after the aggrieved party knew or could reasonably be expected to know of the act or condition on which the grievance is based.

2. The response to the statement of the alleged grievance shall be deemed acceptable at any step of the grievance procedure if an appeal to that decision is not made within the specified time limits for the particular step following which the decision was rendered.

3. Should the response to the alleged grievance not be made within the prescribed time limits for the first two steps of the procedure, the aggrieved party may proceed to the next step without further delay.

4. In the event a grievance is filed on or after June 1, both parties should make whatever concessions are necessary to reduce the prescribed time limits in the several steps of the procedure with the mutual intent to complete the grievance action prior to the end of the school year or as soon thereafter as is practical.

5. All activities relating to the preparation and processing of grievances should be conducted after normal school hours.

6. In the event the aggrieved party seeks relief for the alleged violation in any other forum, such action shall constitute a waiver of rights to this Article XVII grievance procedure.



## ARTICLE XVIII

### INSURANCE

A. A comprehensive Health Insurance Plan providing hospital, doctor and other medical benefits will be made available to all bargaining unit employees with 100% less one dollar of the cost of such insurance coverage of the employee being paid by the District and 80% of the cost of the coverage for dependents of the employees under a standard "family type" plan being paid by the District. Bargaining unit employees wishing to participate on an individual basis shall contribute one dollar towards the cost of the coverage; bargaining unit employees wishing to participate in the dependent coverage shall contribute one dollar towards the cost of the individual coverage plus 20% of the cost of the additional dependent coverage.

In addition to health insurance coverage, each participating employee shall receive \$10,000 in term life insurance coverage and \$10,000 in accidental death and dismemberment insurance coverage.

The health insurance plan shall be a fully insured product regulated by the New York State Insurance Department.

Effective no later than January 1, 2006, the plan shall be the MOH-Blue Preferred PPO provided by Blue Cross Blue Shield of Utica-Watertown through the Madison-Oneida-Herkimer Health Care Consortium. The plan documents detailing the benefits and related information shall be signed and dated by the parties to this collective bargaining agreement and shall be incorporated herein by reference. Unless agreed to in a signed written memorandum of agreement between the OTA and the District, there shall be no change in any aspects of the plan, written and unwritten, including but not limited to such matters as benefit levels, enrollment eligibility and administrative features that directly impact upon covered individuals.

For out of network benefits there shall be an annual \$100 individual deductible and a \$300 deductible for family. The out of pocket annual maximum for an individual is \$1,000 and \$2,500 for the family.

Prescription drug coverage shall also be provided. There shall be an open formulary with no managed care restrictions. The co-payment shall be \$5.00 for generic drugs and \$10.00 for brand drugs at a retail pharmacy. There shall be no co-payment (zero) for mail order drugs.

Effective July 1, 2007, the co-payment on prescription drugs shall be increased to \$10.00 for generic and \$20.00 for brand drugs. The co-payment for mail order shall be the same as at the retail pharmacy; however, the mail order prescription shall be for a three-month supply with one co-payment. Medicare eligible insureds shall continue to have their prescription drug coverage provided the same as those who are not Medicare eligible.

The District shall make available any information and provide copies of any documents concerning the operation of the MOH Health Care Consortium, its health plans, its financial conditions and any matter pertinent to the subject as may be requested by the Oneida Teachers Association. *The Superintendent will notify the OT A president in advance of any MOH Board of*

Directors meeting a provide a copy of the minutes of such meetings.

**B.** The same Health Insurance Plan, with the same premium sharing arrangement, will be available to the retired members of the bargaining unit who have been employed by the District for a period of not less than ten (10) years and who have actively participated in the Health Insurance Plan immediately preceding their retirement. Any employee who meets the qualifying years of service in the City School District who elects to vest his retirement benefits must maintain active participation in the Health Insurance Plan throughout the period of vesting in order to qualify for the premium sharing benefits of health insurance at the time of actual retirement.

**C.** The Health Insurance Plan shall not be available to employees hired for an anticipated period of employment of six months or less. The Health Insurance Plan shall be made available to the surviving dependent(s) of an employee or retiree who had been employed with the District for ten (10) years immediately preceding the date of death or date of retirement from the District and had participated in the health plan. Surviving dependents shall have their health insurance premiums paid in full by the District for six (6) months following the death of the employee or retiree. The ten (10) year service requirement shall be waived if the death is work related.

**D.** The Association will participate in a health insurance committee, with representatives from the OSEU and the OAA, to review the present health insurance program. However, no changes shall be made without the written agreement of the District and the Association, which consent shall not be unreasonably withheld. The District shall continue to provide life and accidental death and dismemberment at the current level through an insurance carrier licensed in New York.

**E.** The District shall contribute \$875 per year per bargaining unit member for a dental insurance plan to be selected by the Oneida Teachers Association. In addition, the District shall provide for wisdom teeth removal costs at UCR rates if such a rider is available.

The Association shall have the right to operate a self-funded plan at any time on or after January 1, 1993. At the time that the plan commences, if it does, the District shall provide the Association with the remaining allocation of funds allotted for dental insurance premiums. Thereafter the annual allocation shall be made by the District 50% in July and 50% in January.

Other District administrators may participate in the program and if they elect to do so, a representative designated by the Oneida Administrators Association shall have the right to attend all meetings of the plan's board and participate fully in all discussions, but without the right to vote upon any issues.

The Association shall assume full liability for the operation and maintenance of such program. The Association shall comply with all applicable laws with respect to the establishment and operation of the program and shall provide the District with copies of all relevant plan documents or official government filings.

**F.** Effective August 1, 2002, the District shall provide a fully paid group vision plan for the individual and family. The plan shall provide an annual benefit through Davis Vision and NYSUT Member Benefits under the plan design called "Designer Gold". Those who have been employed by the District for a period of not less than ten (10) years shall receive this fully paid benefit in

retirement. (This plan will be extended to current retirees as well as active employees.)

**G.** Bargaining unit employees who are eligible to participate in the health insurance program, but elect not to enroll in such health insurance plan, shall receive, at District expense, \$10,000 term life insurance coverage and \$10,000 accidental death and dismemberment insurance coverage.

An employee who is on an unpaid leave of absence may elect to retain such health insurance coverage, but must reimburse the District for the full premium cost during the period of such leave.

Upon retirement, a teacher may continue in the dental insurance program by paying the full annual premium cost (including the share previously paid by the District) in July of each year. Failure to make payment by August 1 shall result in the retiree being dropped from the program.

**H.** The District shall provide, through a mutually selected carrier, a disability income protection program which shall provide a benefit equivalent to two-thirds (2/3) of any employee's pay to begin after an elimination period of 180 days or until expiration of an employee's accumulated sick leave, whichever is greater. Such payment shall continue until an employee reaches the age of 65, but it is understood that an employee must apply to Social Security and the Teachers Retirement System for any benefits they provide if the employee shall be so disabled as to be precluded from returning to employment.

**I.** In the event that an employee is injured on the job or otherwise disabled, and is no longer receiving any benefits other than payments through the provisions of the Workers Compensation Law or under the District's disability plan, the District shall, for a period of six months commencing at such time as direct District payment ceases, continue to pay its share of the normal contribution for health, dental and life insurance premiums. The employee must pay his/her normal share of the costs. At the conclusion of the six (6) month period, the employee shall then be responsible for the full premium payment.

## **ARTICLE XIX**

### **CURRICULUM DEVELOPMENT PROGRAM**

**A.** Twelve thousand dollars (\$12,000) shall be allocated for curriculum development each year, ten percent of which may be expended to pay for the development and implementation of an in-service course for teachers on "curriculum development".

**B.** Each year the District will post on bulletin boards the areas in which it believes curriculum revision is desirable. Bargaining unit employees may apply to develop such programs. Included on such posting shall be a listing of objectives of the project, a listing of the criteria used to evaluate the project as it is being developed and upon its completion, an expected completion date, intermediate check-point dates, and a specific amount to be paid for the project as well as when such payment shall be made.

At the discretion of the Curriculum Development Program Committee, money may be utilized for other purposes provided the thrust of the additional purposes is to improve the educational program within the Oneida City School District. Examples of such additional uses include, but are not limited to, mini grants comparable to those offered through the Teacher Center, participation in outside workshops or District wide planning or EAP related programs; attendance at summer workshops, funding updating of necessary teaching materials that might not be available through other sources (up to a maximum of \$1500), etc.

**C.** All applications will be submitted to the Curriculum Development Screening Committee, which shall be composed of two teachers, appointed by the president of the Association, and two administrators appointed by the Superintendent.

**D.** The Curriculum Development Program (CDP) Committee shall accept or reject all applications.

**E.** Any staff member wishing to apply for a grant must make his/her intention known to the committee, in writing, no later than March 15. No later than April 15, the committee shall appoint the staff members to complete the project and shall notify all applicants of its decision.

**F.** At the specified intermediate check-points, the staff member shall submit a status report of the project at that time. The report shall be reviewed by the committee for a determination as to whether the program is progressing in a satisfactory manner.

**G.** Upon receipt of a satisfactory report, the committee shall certify the results to the School Business Administrator who shall make arrangements for payment to the staff members of a prorated amount based upon the work that has been completed at that point as a percentage of the entire project. No payment shall be made until the committee has certified the report as satisfactory.

**H.** No teacher shall be eligible to receive an appointment to work on a Curriculum Development Project unless and until such teacher has completed an in-service curriculum development program or has, within the last five years, taken a curriculum development course. The committee may devise criteria as to when such requirement may be waived and shall determine when, upon request of a teacher, such waiver shall be granted.

**I.** Teachers serving on the CDP Committee shall receive an annual stipend of \$300 for such service. The cost of such stipends shall be deducted from the program allocation.

## **ARTICLE XX**

### **TUITION REIMBURSEMENT**

Full-time teachers shall be eligible for tuition reimbursement for up to \$300 per year for satisfactory completion of approved graduate courses at accredited institutions. Nurses shall be eligible to be reimbursed for up to \$300 per year for satisfactory completion of approved in-service or undergraduate courses.

Notice of the intent to seek this reimbursement and a request for approval of the course(s) for which such reimbursement is being sought must be submitted to the Superintendent, in writing, prior to May 15 for courses to be taken in the subsequent summer session, September 15 for courses in the fall semester, and January 15 for courses to be taken in the spring semester of any year in which this benefit is anticipated. Evidence of successful completion of the course(s) and of tuition paid therefor must be presented at the filing of the claim for reimbursement. Teachers who have received tuition grants in return for supervising student teachers may also qualify for this benefit.

## **ARTICLE XXI**

### **TRAVEL REIMBURSEMENT**

**A.** Teachers employed under the terms of this Contract who are required by their schedule to move from one school to another to work with students during regularly scheduled school time will be reimbursed for utilization of their vehicle for travel purposes.

**B.** A teacher shall be responsible to submit his/her claim for reimbursement expenditures on a monthly basis, utilizing an appropriate form for such purposes as provided by the Business Office of the school district.

**C.** The rate of reimbursement for such approved travel shall be the rate set by the Internal Revenue Service that is in effect on July 1 of the contract year. Such rate shall then remain in effect for the entire fiscal year.

**D.** The District shall make every effort to schedule special area teachers so that they engage in a minimum of travel between buildings for their assignments. Travel time shall not interfere with or reduce the teacher's daily lunch period or planning time. Reimbursement for necessary travel shall be paid in accordance with the provisions of this Article.

**ARTICLE XXII**

**SALARIES**

**A. SALARY SCHEDULES**

1. The Teacher's Salary Schedules in effect for the school years 2005-06, 2006-07 and 2007-08 are attached hereto as Appendix "A".

(a) Employees who complete 91 days of employment during the school year (July 1-June 30) shall move to the next step commencing with the new school year. Those who work fewer days shall not be eligible for step movement until February 1st of the following school year.

(b) Teachers who are eligible for salary increments will advance to the next step of the Salary Schedule and be paid the appropriate rate for such step.

(c) Teachers beyond Step 15 will receive the negotiated salary adjustments as shown on Appendix "A".

2. School Nurses shall receive 80% of the Bachelor's Degree Teachers Schedule as reflected in Appendix B.

Any School Nurse holding a Bachelors' degree shall have an additional \$500 in 2005-2006, \$550 in 2006-2007, and \$600 in 2007-2008, added to her salary.

**B. SUPPLEMENTAL SALARY ADJUSTMENTS**

**1. Payment for Graduate Credit**

(a) Payment for approved graduate credit hours will be made in blocks of six (6) hours at the rate of \$112 in 2005-06, \$117 in 2006-7 and \$122 in 2007-08.

(b) Approval for credit hour payment will only be granted for courses which are in a field related to the current teaching assignment of the teacher.

(c) Advance approval prior to enrolling in the course for which salary credit will be sought must be obtained from the Superintendent in order to assure payment upon completion of the course.

(d) Such supplemental salary payment for approved credit hours will be granted with an adjustment in the annual salary of the teacher being made not later than the first pay period in November for course work for which proof of satisfactory course completion through the submission of an official transcript or an official grade report to the Office of the Superintendent has been made prior to October 1.

(e) A second such salary adjustment will be made not later than the first pay period in April for such credit hour approvals received prior to March 1.



(f) Graduate hour credit payment will be limited to 120 hours beyond a Bachelors' degree, inclusive of any hours related to any advanced degree. Any teacher who is at the 120 hour cap, and who is required to take a course to comply with either a continuing education requirement of the District or SED, shall have the 120 credit hour cap waived but only for the course(s) required to fulfill the continuing education requirement.

(g) Upon earning a Master's Degree, teachers will receive an additional \$1,466 in 2005-06, \$1,525 in 2006-07 and \$1,586 in 2006-07. Salary credit will be granted for only one Master's Degree per teacher. 07-08

(h) Upon earning a Certificate of Advanced Study, teachers will receive an additional 1,498 in 2005-06, \$1,558 in 2006-07 and \$1,620 in 2007-08 for such Certification.

(i) Upon earning a Doctorate in Education or a Doctorate in Philosophy, teachers will receive an additional \$1,892 in 2005-06, \$1,968 in 2006-07 and \$2,047 in 2007-08.

(j) Upon attaining National Board certification, a teacher shall, for the 2005-06 school year, be paid a stipend of \$1,500 for 2006-07, such stipend shall be \$1,560, and for the 2007-08 school year, such stipend shall be \$1,622. Such standard shall be paid for only as long as the teacher maintains such certification.

2. <u>Local Service Increment</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
After 6 years District Service	\$1,050	\$1,100	\$1,200
After 12 years District Service	\$2,100	\$2,200	\$2,400
After 18 years District Service	\$3,150	\$3,300	\$3,600
After 23 years District Service	\$4,200	\$4,400	\$4,800
After 28 years District Service			\$6,000

3. One-Time Salary Adjustments

Teachers with at least ten (10) years of service to the Oneida City School District shall be eligible to elect to receive a salary increase of \$170 per year of service to the Oneida City School District at any point beyond the completion of the tenth (10th) year. Such amount shall be pro-rated for teachers working less than full time. Notice of the intent to elect such salary increase must be provided to the Superintendent not later than May 1 of a given year for such an increase to be effective in the following year.

Such raise will be payable in the school year following the submission of such notice. This salary adjustment will be for the period of one (1) year only. At the conclusion of that year, the salary of the teacher will revert to the appropriate salary for any teacher with the same years of service and level of preparation.

Teachers may only exercise this salary option election once during their employment with the Oneida City School District.

4. **Guidance Counselor Stipend**

All guidance counselors will receive an extra \$1,625 for work between September 1st and the opening of school and the close of school and June 30th. In 2006-07 such amount shall be increased to \$1,691 and in 2007-08 such amount shall be increased to \$1,759.

The District reserves the right to designate whether the employee (hired after 9/1/91) will be an eleven month employee. If not designated as 11 month, then any work done during the summer (July 1-August 31) will be at 1/200th salary. Should the District desire the ten month guidance counselor to work during the summer (July or August up to a maximum of twenty days), the employee shall notify the counselor by February 1st which days in the summer the counselor shall be required to work. In the event the February 1st notice is not met, any additional workdays in the summer shall be only by mutual agreement between the counselor and the District.

5. **Coaching and Extra-Duty Assignments**

Salary Schedules for coaching and other extra-duty assignments are attached hereto as Appendix "C" and "D".

6. **Additional Professional Responsibilities**

Employees who teach or perform other duties which are an extension of the school year professional work shall be compensated at 1/200th per diem or ten (10) percent of salary per month.

7. **Continuing Education**

Effective July, 1998, every tenured teacher shall take at least one graduate level course or 15 clock hours of appropriate in-service courses every three (3) years. Such courses should be related to the teacher's then current teaching assignment. Courses must be approved, in advance, by the Superintendent. In-service courses shall include courses offered through the Teacher Center, BOCES, the New York State Education Department, the District or any other course approved by the District for such purpose. The District and the Association shall work cooperatively to develop appropriate in-service courses to enhance the alternative courses available for the staff. It is understood that presentations offered during the course of a Superintendent's conference day do not count towards this requirement. Salary payment shall for graduate and in-service courses shall be made in accordance with existing District practices. If in-service courses are not counted for credit on the salary schedule, the teacher shall be paid at the rate established in Appendix D for actual attendance at such course provided the course is taken outside the employee's normal school day. In-service instruction taken during the teacher's normal school day shall satisfy the fifteen (15) hour requirement but shall not be additionally compensated.

**ARTICLE XXIII**

**RETIREMENT INCENTIVE BENEFIT**

- A.** Any bargaining unit member who retires and meets the requirements contained in this Article shall be entitled to receive this benefit.
- B.** Three criteria must be met in order for a bargaining unit member to be eligible for this benefit.
1. The bargaining unit member must have credited, at the effective date of retirement, a minimum of ten (10) years service in the Oneida City School District and a sufficient number of years of credited service under the applicable Retirement System so that the employee will receive an undiminished stipend without penalty. \*See Appendix N
  2. The bargaining unit member must have attained an age, or be within one year of attaining such age, which makes the bargaining unit member eligible for retirement under provisions of either the New York State Teachers' Retirement System or the New York State Employees' Retirement System.
  3. The retirement must be effective at the conclusion of the school year, except in the case of a disability retirement.
- C.** A member who has the necessary years of service to receive an undiminished retirement stipend may choose to leave service at the end of the school year prior to reaching the age at which s/he will actually receive their pension stipend or wait until the end of the school year when the bargaining unit member is first eligible to receive TRS or ERS benefits shall receive an incentive bonus of \$27,000 (\$20,250 for school nurses), plus \$55 for each day of accumulated Sick Leave.
- D.** To qualify for this early retirement benefit, the bargaining unit member must submit an irrevocable letter of resignation to the Superintendent not less than six (6) months prior to the effective date of retirement, but no later than December 31st. In the event of a disability retirement, the six (6) month notice shall be waived.
- E.** Any bargaining unit member not electing the early retirement incentive benefit under Section C above shall, upon retirement, receive \$55 for each day of accumulated sick leave.
- F.** Bargaining unit employees shall receive either of these benefits, "C" or "E", as a non-elective employer contribution to a 403(b) plan able to accept employer contributions. The plan provider shall be mutually selected by the Association and the District.

The employer agrees to remit the maximum amount allowable under the IRS code on behalf of the employee by August 1<sup>st</sup> following retirement. The employer agrees to pay any excess on the limits as compensation to the employee by August 1<sup>st</sup> of the year of retirement. If any penalty or other assessment is charged against the District by the Internal Revenue Service (IRS) as a result of an improper contribution to any 403(b) account, the employee shall hold the District harmless for such penalty or other assessment.

**ARTICLE XXIV**

**SCHOOL CALENDAR**

- A.** Prior to October 10 each school year, the Superintendent or his designee shall consult with the Association President or his designee to allow the Association an opportunity to make suggestions about the school calendar prior to its formulation for the following school year.
- B.** Ten-month bargaining unit employees shall not be ordinarily required to work more than 183 days. If additional workdays are mandated, the employees shall be compensated in accordance with Article XXII, Section B.6.
- C.** In the event the District shall determine to utilize unused snow days to extend any vacation period(s), the Superintendent shall inform the Association that such day(s) will be so utilized and the Association shall have the right to make suggestions as to the vacation period(s) when such day(s) should be utilized.

**ARTICLE XXV****TEACHER WORKLOAD**

**A.** The length of a teacher's workday for all employee groups (elementary teachers, registered nurses, junior and senior high school teachers, and special area teachers) shall not be increased beyond the workday existing for such groups in the 1985-86 school year. Further, existing practices with respect to teaching assignments for secondary teachers and student contact time for all employees shall be continued.

The work day for School Nurses shall be the same as the teachers in the building to which the School Nurse is assigned.

**B. Restrictions**

The secondary school schedule shall not:

1. Diminish the duty free lunch period to less than a class period.
2. Require any teacher of an academic subject to instruct more than five classes.
3. Require any teacher to handle a daily student load in excess of 150 students for any and all instructional purposes.
4. Deny any teacher at least one daily planning period.
5. Require any special area teacher to instruct more than six classes.
6. Extend the workday inclusive of all assignments, meetings, etc. beyond 7 hours 25 minutes.

**Note:** Should any teacher agree to instruct beyond the minimum requirement, then such teacher must receive two planning periods per day.

It is understood that with the existing school day (*i.e.*, a nine period day), the additional time over and above that needed to fulfill the restrictions set forth above shall be used for the greatest educational advantage by such means as, but not limited to, group planning time, departmental meetings, student tutorial work, laboratory work, curriculum design or other appropriate professional activities. Any changes in the daily schedule of the nine period day shall be subject to determination by a joint committee of equal members representing the Association and the District.

**C. Open House**

If a second Open House is scheduled at the High School, teachers will be in attendance for the full day of the scheduled Open House. The High School Principal shall schedule a half-day of school for students and staff on another day in near proximity to the Open House.

**D. Length of Elementary Day**

The teacher's work day at the elementary level inclusive of all assignments, meetings, etc., shall be seven (7) hours. This shall include a minimum of one half-hour duty free lunch and planning time in accordance with Article X. Within this workday, student contact time shall not exceed 5 ½ hours. Except for an emergency meeting, faculty meetings, which may extend the regular work day, shall not exceed one (1) per month. In the event that a teacher has a pre-planned activity that he/she cannot re-schedule, such teacher may be excused from all or part of the faculty meeting.

**ARTICLE XXVI**

**COACHING RESPONSIBILITIES**

- A.** All coaches shall be paid in accordance with the provisions of Appendix C.
- B.** All coaches shall be evaluated annually by the Athletic Director utilizing the agreed upon evaluation instrument. The Athletic Director will observe a significant portion of one practice session and one game before completing the evaluation. If the Athletic Director determines that there are areas noted on the evaluation form which indicate the need for improvement the Athletic Director will meet with the coach to review and discuss the evaluation. If appropriate under the circumstances, the coach will be given an opportunity to correct and/or improve his/her performance. The District's coaching standards shall be made known to all coaches at the time of their appointment. Such standards may vary between levels of coaching but shall be uniformly applied with each level. A coach's performance shall be evaluated in accordance with the general coaching standards as well as within the level of coaching.
- C.** If the District determines that it is appropriate to terminate or not to renew the coaching appointment, such determination will be based upon the evaluation and any other pertinent factors. The coach will be advised, in writing, of the reasons, and may grieve the District's determination to terminate him/her or not to re-appoint him/her to the position.
- D.** Any coach desiring to continue in the same position for the following school year must notify the Athletic Director, in writing, at least 60 school days prior to the start of that season of his/her intention to continue coaching. Failure to provide such written notification will be deemed to create a vacancy for the position.
- Regular employees of the District will be given more favorable consideration than those hired from outside the District when reapplying for a position.
- E.** When there is a vacancy for a coaching position created by either the former coach's intention not to continue in that position, or the District's action in not re-appointing the former coach, such position shall be posted for at least ten (10) school days (business days, if summer) before advertising outside the District. If an OTA member and a non-OTA member apply for the position, the OTA member will be given priority for the position. Any coach must meet the State's certification requirements for coaching and have knowledge, experience (either having played or coached the sport in question) or course work relevant to that sport.
- F.** The provisions of this Article shall apply equally to all coaches regardless of whether (s)he is a teacher regularly employed by the District or not.

**ARTICLE XXVII**

**SEVERANCE**

**A.** An employee with eight or more years of service who is laid off may convert his/her unused sick leave days at \$50 per day as a severance stipend.

**B.** If a member of the bargaining unit is laid off from employment with the District, the District shall continue to pay the premium for the teacher's health insurance at the same contribution rate as an active employee, for up to six months following the teacher's last day of active service, provided:

1. the teacher is unable to find a position, or if the teacher is able to find a position, the position does not provide health insurance coverage; and
2. the employee is unable to obtain health insurance coverage under a spouse's health insurance program.

After the first six (6) months, the employee may elect to remain within the District's group health insurance program for an additional eighteen months but must pay the full premium cost.



## ARTICLE XXVIII

### DISTANCE LEARNING

It is agreed between the **Oneida Teachers' Association** and the **Oneida City School District** that the District may participate in a Distance Learning Program under the following conditions:

- A. The parties acknowledge and confirm that participation in a Distance Learning Program shall not be used by the District to argue that the Association has waived any rights as to the exclusivity of bargaining unit work or the inherent nature of the work.
- B. No teacher shall be subject to a reduction in force, in whole or part, as a result of the District sending or receiving courses through a Distance Learning Program.
- C. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the District. Compensation for such training for the participants shall be subject to the applicable provisions of the Collective Bargaining Agreement between the parties.

### TRANSMITTING (From Host School)

- D. Any program delivered from this School District, for the purpose of educating children, shall be taught by a **volunteer** in the bargaining unit. On the rare occasion when the District may wish to use an instructor from outside the bargaining unit, the District would be required to obtain the written permission of the OTA to do so. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be solely for the purposes of student review and/or makeup.
- E. The time of the transmission will be determined by the District, within the normal confines (starting and ending time) of the daily schedule of classes. (OHS: 7:40 - 2:20; OSMS: 7:40 - 2:26).
- F. The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training provided.
- G. The total number of students in a class, including those at receiving sites, shall be within the number that is traditional within the Oneida City School District (base year 1998-99). In addition, every effort will be made to limit the number of sites to no more than two plus the transmitting site.
- H. All grading of school work and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the host district.

- I. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to host school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host parents, and the host teachers will not be expected to, or required to, attend the receiving school's Open House.) The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.
- J. In the event of the transmitting teacher's absence, the host district shall be expected to provide a trained substitute when it elects to transmit.
- K. Evaluation of the host teacher will be done in accordance with the provisions of the host district's teacher collective bargaining agreement. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.
- L. Any broadcasts must be live except on the rare occasion that the teacher wishes to use one of his/her own tapes in a future lesson. In such an event, the teacher must secure the Oneida City School District's permission to do so. Any audiovisual tapes on the classes made shall be jointly owned by the teacher and the host transmitting district; such tapes or their use shall not be sold. The tapes shall be available for the teacher's personal, professional, non-commercial use. The district that receives such instructional broadcast must agree not to use tapes of the broadcast except for viewing by enrolled students who may have been absent for the original lesson or who wish to review the lesson.
- M. The calendar of the host district shall be used for each course being taught.
- N. Textbooks for District Learning courses are determined by the host district in conformity with their normal practice.
- O. The Oneida City School District must secure an understanding from the receiving district that it will abide by the terms and conditions expressed herein that apply to the receiving district as a condition of receiving the Oneida teacher's broadcast.
- P. Teacher volunteers who agree to broadcast classes shall be provided with an extra planning period. Whenever possible, the extra planning period will be scheduled immediately prior to the broadcast each day. The extra planning period at the high school shall be in place of the extra duty assignment. At the middle school, the extra planning period shall take place of the supervisory duty (study hall, computer lab).
- Q. Each distance learning program course for which there is a vacancy shall be formally posted. The posting shall include all pertinent details including the number of sites and the date of posting. A copy of such posting shall be sent to the OTA President. Teacher volunteers who are interested in teaching the course shall apply to do so in writing.

**RECEIVING**

- R. In the event the district wishes to receive broadcast instruction through the Distance Learning Program, the Association will not object to the instructional work being performed by a non-bargaining unit person via the media provided that such instruction by a non-bargaining unit employee is not used to replace a bargaining unit position. In addition an on-site teacher may be used to supervise students during a broadcast and attend to other related tasks (i.e., turn off machines) during the period of instruction. Such new duties shall be incorporated into the teacher's work assignment with a corresponding reduction in the teacher's previous work load.
- S. The introduction and continuation of Distance Learning in a receiving district shall not replace a course which has sufficient enrollment as determined by past practice. Moreover, the district will provide direct instruction provided by an on-site unit teacher, rather than receiving a broadcast when there are five or more students desirous of taking the course and an available unit teacher to instruct the course, without causing that teacher a work overload.
- T. The receiving district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning of any received classes.
- U. Students may receive college course broadcasts during the school day for high school credit provided they comply with the following conditions:
  - 1. They must have completed all applicable courses in a content area as determined by the course offerings, the department chair, and the building principal.
  - 2. They do not take a course in place of a comparable course offered by the district's teaching staff.

**ARTICLE XXIX**

**DURATION AND OTHER TERMS**

**A. LEGISLATIVE ACTION**

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

**B. SEPARABILITY**

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

**C. DURATION**

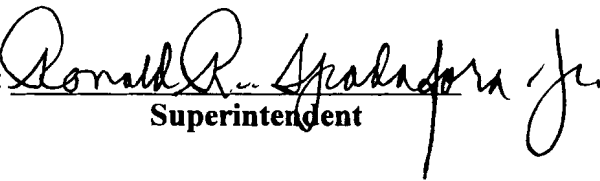
This Agreement shall continue in full force and effect for the period from July 1, 2005 to June 30, 2008, and the parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any items, whether contained herein or not, during the life of this Agreement unless mutually agreed to by both parties. The right to negotiate the impact of any change in the terms and conditions of employment which are not included in this contract shall be retained by the Association.

**DATED:** May 22, 2006

**ONEIDA TEACHERS' ASSOCIATION**

**ONEIDA CITY SCHOOL DISTRICT**

By:   
**President**

By:   
**Superintendent**

**APPENDIX A  
BASE SALARY SCHEDULE  
BACHELOR'S DEGREE**

<b>STEP</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
1	37,517	38,629	39,771
2	37,890	39,018	40,175
3	38,264	39,406	40,578
4	38,636	39,794	40,982
5	39,014	40,181	41,386
6	39,393	40,574	41,789
7	39,774	40,969	42,197
8	40,160	41,365	42,608
9	40,545	41,766	43,019
10	40,949	42,167	43,437
11	41,359	42,587	43,854
12	41,768	43,013	44,290
13	42,195	43,439	44,734
14	42,634	43,883	45,177
15	43,073	44,339	45,638

**APPENDIX B**

**NURSE SALARY SCHEDULE**

<b>STEP</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
1	30,014	30,903	31,817
2	30,312	31,214	32,140
3	30,611	31,525	32,463
4	30,909	31,835	32,786
5	31,211	32,145	33,109
6	31,514	32,459	33,431
7	31,819	32,775	33,758
8	32,128	33,092	34,086
9	32,436	33,413	34,415
10	32,759	33,734	34,749
11	33,087	34,070	35,083
12	33,415	34,410	35,432
13	33,756	34,751	35,787
14	34,107	35,106	36,141
15	34,458	35,471	36,510

**APPENDIX C  
COACHING SALARIES 2005-2006**

Step	1	2	3	4	5	6	7	8	9	Inc.
<b>FOOTBALL</b>										
Varsity Head Coach	3,648	3,905	4,164	4,422	4,682	4,940	5,198	5,455	5,714	259
Varsity Assistant (2)	2,669	2,877	3,084	3,292	3,499	3,708	3,915	4,120	4,327	207
JV Head Coach	2,635	2,831	3,024	3,219	3,412	3,608	3,802	3,995	4,188	193
JV Assistant	2,214	2,365	2,512	2,662	2,811	2,959	3,108	3,256	3,405	150
Freshman Head Coach	2,441	2,634	2,829	3,023	3,217	3,411	3,605	3,801	3,995	193
Freshman Assistant Coach	2,214	2,365	2,512	2,662	2,811	2,959	3,108	3,256	3,405	150
Jr. High Head Coach	2,323	2,510	2,694	2,880	3,114	3,248	3,434	3,618	3,803	184
Jr. High Assistant Coach	2,110	2,253	2,393	2,536	2,677	2,817	2,960	3,102	3,243	140
<b>SOCCER</b>										
Varsity Head Coach	2,441	2,634	2,829	3,023	3,217	3,411	3,605	3,801	3,995	193
JV Head Coach	1,752	1,886	2,021	2,155	2,289	2,422	2,556	2,692	2,826	134
JV Girls Coach	1,752	1,886	2,021	2,155	2,289	2,422	2,556	2,692	2,826	134
JH Mixed Coach	1,460	1,551	1,640	1,728	1,818	1,909	1,997	2,086	2,177	90
<b>CROSS COUNTRY</b>										
Varsity Boys	1,870	2,005	2,139	2,272	2,407	2,541	2,675	2,808	2,942	193
Varsity Girls	1,870	2,005	2,139	2,272	2,407	2,541	2,675	2,808	2,942	193
<b>FIELD HOCKEY (Girls)</b>										
Varsity	2,441	2,634	2,829	3,023	3,217	3,411	3,605	3,801	3,995	193
Assistant Varsity	1,752	1,886	2,021	2,155	2,289	2,422	2,556	2,692	2,826	134
Modified	1,460	1,551	1,640	1,728	1,818	1,909	1,997	2,086	2,177	90
<b>CHEERLEADING</b>										
Varsity Fall	920	967	1,016	1,064	1,114	1,163	1,210	1,258	1,308	48
Varsity Winter	920	967	1,016	1,064	1,114	1,163	1,210	1,258	1,308	48
JV Fall	860	907	956	1,005	1,054	1,102	1,150	1,199	1,248	48
JV Winter	860	907	956	1,005	1,054	1,102	1,150	1,199	1,248	48
<b>BASKETBALL</b>										
Boys Varsity Head Coach	3,195	3,421	3,648	3,873	4,099	4,325	4,551	4,778	5,003	225
Boys JV Head Coach	2,441	2,621	2,803	2,985	3,168	3,350	3,530	3,712	3,893	182
Boys Freshman Head Coach	2,056	2,179	2,303	2,424	2,546	2,669	2,791	2,913	3,037	123
Boys Jr. High Head Coach	1,572	1,667	1,763	1,857	1,952	2,048	2,142	2,237	2,332	95
Girls Varsity Head Coach	3,195	3,421	3,648	3,873	4,099	4,325	4,551	4,778	5,003	225
Girls JV Head Coach	2,441	2,621	2,803	2,985	3,168	3,350	3,530	3,712	3,893	182
Girls Jr. High Head Coach	1,572	1,667	1,763	1,857	1,952	2,048	2,142	2,237	2,332	95
Elementary Boys	915	964	1,012	1,061	1,110	1,160	1,208	1,257	1,306	49

APPENDIX C											2005-2006
2005-2006 OTA Agreement											
Step	1	2	3	4	5	6	7	8	9	Inc.	
<b>VOLLEYBALL</b>											
Girls Varsity Head Coach	3,195	3,421	3,648	3,873	4,099	4,325	4,551	4,778	5,003	225	
Girls JV Head Coach	2,441	2,621	2,803	2,985	3,168	3,350	3,530	3,712	3,893	182	
Girls Jr. High Head Coach	1,572	1,667	1,763	1,857	1,952	2,048	2,142	2,237	2,332	95	
Boys Varsity Head Coach	1,595	1,709	1,822	1,936	2,049	2,160	2,276	2,387	2,501	112	
Boys JV Head Coach	1,226	1,330	1,415	1,506	1,593	1,680	1,791	1,880	1,971	93	
<b>WRESTLING</b>											
Varsity Head Coach	3,195	3,421	3,648	3,873	4,099	4,325	4,551	4,778	5,003	225	
JV Head Coach	2,441	2,621	2,803	2,985	3,168	3,350	3,530	3,712	3,893	182	
Jr. High Head Coach	1,572	1,667	1,763	1,857	1,952	2,048	2,142	2,237	2,332	95	
<b>INDOOR TRACK</b>	1,952	2,079	2,207	2,332	2,458	2,583	2,709	2,836	2,962	127	
<b>BOWLING (2)</b>	1,115	1,192	1,267	1,343	1,415	1,491	1,566	1,640	1,717	76	
<b>BASEBALL</b>											
Varsity Head Coach	2,719	2,912	3,105	3,299	3,492	3,687	3,880	4,075	4,267	193	
JV Head Coach	2,267	2,395	2,524	2,653	2,783	2,911	3,040	3,169	3,298	128	
Jr. High Head Coach	1,566	1,672	1,774	1,880	1,984	2,089	2,194	2,298	2,402	105	
<b>SOFTBALL (Girls)</b>											
Varsity Head Coach	2,719	2,912	3,105	3,299	3,492	3,687	3,880	4,075	4,267	193	
JV Head Coach	2,267	2,395	2,524	2,653	2,783	2,911	3,040	3,169	3,298	128	
Jr. High Head Coach	1,566	1,672	1,774	1,880	1,984	2,089	2,194	2,298	2,402	105	
<b>TRACK</b>											
Boys Varsity Head Coach	2,719	2,912	3,105	3,299	3,492	3,687	3,880	4,075	4,267	193	
Boys Varsity Assistant Coach	2,267	2,395	2,524	2,653	2,783	2,911	3,040	3,169	3,298	128	
Boys Jr. High Head Coach	1,566	1,672	1,774	1,880	1,984	2,089	2,194	2,298	2,402	105	
Boys Jr. High Assistant Coach	1,472	1,578	1,680	1,786	1,891	1,995	2,100	2,204	2,308	105	
Girls Varsity Head Coach	2,719	2,912	3,105	3,299	3,492	3,687	3,880	4,075	4,267	193	
Girls Varsity Assistant Coach	2,267	2,395	2,524	2,653	2,783	2,911	3,040	3,169	3,298	128	
Girls Jr. High Head Coach	1,566	1,672	1,774	1,880	1,984	2,089	2,194	2,298	2,402	105	
<b>GOLF</b>											
Boys Varsity Head Coach	1,370	1,464	1,560	1,654	1,748	1,843	1,938	2,033	2,128	95	
Girls Varsity Head Coach	1,370	1,464	1,560	1,654	1,748	1,843	1,938	2,033	2,128	95	
<b>TENNIS</b>											
Boys Varsity Head Coach	2,196	2,307	2,416	2,525	2,635	2,745	2,856	2,965	3,074	109	
Girls Varsity Head Coach	2,196	2,307	2,416	2,525	2,635	2,745	2,856	2,965	3,074	109	
Boys JV Head Coach	1,647	1,730	1,812	1,895	1,977	2,059	2,142	2,224	2,307	81	
Girls JV Head Coach	1,647	1,730	1,812	1,895	1,977	2,059	2,142	2,224	2,307	81	
<b>INTRAMURAL SPORTS</b>	491	522	553	586	616	648	679	713	746	31	



**APPENDIX C**

**COACHING SALARIES 2006-2007**

	Step	1	2	3	4	5	6	7	8	9	Inc.
<b>FOOTBALL</b>											
Varsity Head Coach		3,794	4,061	4,331	4,599	4,869	5,138	5,406	5,673	5,942	269
Varsity Assistant (2)		2,775	2,992	3,207	3,423	3,639	3,856	4,071	4,285	4,501	215
JV Head Coach		2,741	2,944	3,145	3,348	3,549	3,752	3,954	4,154	4,356	201
JV Assistant		2,303	2,460	2,612	2,769	2,924	3,077	3,232	3,386	3,541	156
Freshman Head Coach		2,539	2,740	2,942	3,144	3,345	3,548	3,749	3,953	4,154	201
Freshman Assistant Coach		2,303	2,460	2,612	2,769	2,924	3,077	3,232	3,386	3,541	156
Jr. High Head Coach		2,416	2,610	2,801	2,995	3,238	3,378	3,571	3,763	3,955	191
Jr. High Assistant Coach		2,195	2,343	2,489	2,637	2,784	2,930	3,078	3,226	3,372	146
<b>SOCCER</b>											
Varsity Head Coach		2,539	2,740	2,942	3,144	3,345	3,548	3,749	3,953	4,154	201
JV Head Coach		1,822	1,961	2,102	2,241	2,381	2,519	2,659	2,799	2,939	140
JV Girls Coach		1,822	1,961	2,102	2,241	2,381	2,519	2,659	2,799	2,939	140
JH Mixed Coach		1,519	1,613	1,706	1,798	1,891	1,986	2,077	2,170	2,264	94
<b>CROSS COUNTRY</b>											
Varsity Boys		1,945	2,085	2,225	2,363	2,503	2,642	2,782	2,920	3,060	201
Varsity Girls		1,945	2,085	2,225	2,363	2,503	2,642	2,782	2,920	3,060	201
<b>FIELD HOCKEY (Girls)</b>											
Varsity		2,539	2,740	2,942	3,144	3,345	3,548	3,749	3,953	4,154	201
Assistant Varsity		1,822	1,961	2,102	2,241	2,381	2,519	2,659	2,799	2,939	140
Modified		1,519	1,613	1,706	1,798	1,891	1,986	2,077	2,170	2,264	94
<b>CHEERLEADING</b>											
Varsity Fall		957	1,006	1,057	1,106	1,158	1,209	1,258	1,309	1,361	50
Varsity Winter		957	1,006	1,057	1,106	1,158	1,209	1,258	1,309	1,361	50
JV Fall		894	943	994	1,045	1,096	1,146	1,196	1,247	1,298	50
JV Winter		894	943	994	1,045	1,096	1,146	1,196	1,247	1,298	50
<b>BASKETBALL</b>											
Boys Varsity Head Coach		3,323	3,557	3,794	4,028	4,263	4,498	4,733	4,969	5,204	234
Boys JV Head Coach		2,539	2,726	2,915	3,104	3,295	3,484	3,671	3,860	4,048	189
Boys Freshman Head Coach		2,138	2,266	2,395	2,521	2,648	2,775	2,903	3,030	3,158	128
Boys Jr. High Head Coach		1,635	1,734	1,833	1,932	2,030	2,130	2,228	2,327	2,425	98
Girls Varsity Head Coach		3,323	3,557	3,794	4,028	4,263	4,498	4,733	4,969	5,204	234
Girls JV Head Coach		2,539	2,726	2,915	3,104	3,295	3,484	3,671	3,860	4,048	189
Girls Jr. High Head Coach		1,635	1,734	1,833	1,932	2,030	2,130	2,228	2,327	2,425	98
Elementary Boys		952	1,003	1,052	1,103	1,154	1,206	1,257	1,308	1,358	51

**APPENDIX C**  
**2006-2007 OTA Agreement**

**2006-2007**

Step	1	2	3	4	5	6	7	8	9	Inc.
<b>VOLLEYBALL</b>										
Girls Varsity Head Coach	3,323	3,557	3,794	4,028	4,263	4,498	4,733	4,969	5,204	234
Girls JV Head Coach	2,539	2,726	2,915	3,104	3,295	3,484	3,671	3,860	4,048	189
Girls Jr. High Head Coach	1,635	1,734	1,833	1,932	2,030	2,130	2,228	2,327	2,425	98
Boys Varsity Head Coach	1,659	1,777	1,895	2,014	2,131	2,246	2,367	2,482	2,601	117
Boys JV Head Coach	1,275	1,383	1,472	1,566	1,657	1,747	1,863	1,956	2,050	96
<b>WRESTLING</b>										
Varsity Head Coach	3,323	3,557	3,794	4,028	4,263	4,498	4,733	4,969	5,204	234
JV Head Coach	2,539	2,726	2,915	3,104	3,295	3,484	3,671	3,860	4,048	189
Jr. High Head Coach	1,635	1,734	1,833	1,932	2,030	2,130	2,228	2,327	2,425	98
<b>INDOOR TRACK</b>										
	2,030	2,162	2,295	2,425	2,556	2,687	2,818	2,950	3,080	132
<b>BOWLING (2)</b>										
	1,159	1,240	1,317	1,396	1,472	1,551	1,629	1,706	1,786	79
<b>BASEBALL</b>										
Varsity Head Coach	2,827	3,028	3,230	3,431	3,632	3,834	4,035	4,238	4,438	201
JV Head Coach	2,358	2,491	2,625	2,759	2,894	3,027	3,162	3,296	3,430	133
Jr. High Head Coach	1,629	1,739	1,845	1,956	2,064	2,173	2,282	2,390	2,498	109
<b>SOFTBALL (Girls)</b>										
Varsity Head Coach	2,827	3,028	3,230	3,431	3,632	3,834	4,035	4,238	4,438	201
JV Head Coach	2,358	2,491	2,625	2,759	2,894	3,027	3,162	3,296	3,430	133
Jr. High Head Coach	1,629	1,739	1,845	1,956	2,064	2,173	2,282	2,390	2,498	109
<b>TRACK</b>										
Boys Varsity Head Coach	2,827	3,028	3,230	3,431	3,632	3,834	4,035	4,238	4,438	201
Boys Varsity Assistant Coach	2,358	2,491	2,625	2,759	2,894	3,027	3,162	3,296	3,430	133
Boys Jr. High Head Coach	1,629	1,739	1,845	1,956	2,064	2,173	2,282	2,390	2,498	109
Boys Jr. High Assistant Coach	1,530	1,641	1,747	1,857	1,966	2,075	2,184	2,292	2,400	109
Girls Varsity Head Coach	2,827	3,028	3,230	3,431	3,632	3,834	4,035	4,238	4,438	201
Girls Varsity Assistant Coach	2,358	2,491	2,625	2,759	2,894	3,027	3,162	3,296	3,430	133
Girls Jr. High Head Coach	1,629	1,739	1,845	1,956	2,064	2,173	2,282	2,390	2,498	109
<b>GOLF</b>										
Boys Varsity Head Coach	1,424	1,523	1,622	1,720	1,818	1,917	2,015	2,115	2,213	98
Girls Varsity Head Coach	1,424	1,523	1,622	1,720	1,818	1,917	2,015	2,115	2,213	98
<b>TENNIS</b>										
Boys Varsity Head Coach	2,284	2,399	2,513	2,626	2,741	2,854	2,970	3,084	3,197	114
Girls Varsity Head Coach	2,284	2,399	2,513	2,626	2,741	2,854	2,970	3,084	3,197	114
Boys JV Head Coach	1,713	1,799	1,884	1,971	2,056	2,142	2,228	2,312	2,399	84
Girls JV Head Coach	1,713	1,799	1,884	1,971	2,056	2,142	2,228	2,312	2,399	84
<b>INTRAMURAL SPORTS</b>										
	511	543	575	609	640	674	706	742	776	32

**APPENDIX C**

**COACHING SALARIES 2007-2008**

Step	1	2	3	4	5	6	7	8	9	Inc.
<b>FOOTBALL</b>										
Varsity Head Coach	3,946	4,224	4,504	4,783	5,064	5,343	5,622	5,900	6,180	280
Varsity Assistant (2)	2,886	3,111	3,335	3,560	3,784	4,010	4,234	4,457	4,681	224
JV Head Coach	2,850	3,062	3,271	3,481	3,691	3,902	4,113	4,321	4,530	209
JV Assistant	2,395	2,558	2,717	2,880	3,041	3,200	3,361	3,522	3,683	162
Freshman Head Coach	2,640	2,849	3,060	3,270	3,479	3,690	3,899	4,111	4,321	209
Freshman Assistant Coach	2,395	2,558	2,717	2,880	3,041	3,200	3,361	3,522	3,683	162
Jr. High Head Coach	2,513	2,714	2,913	3,115	3,368	3,513	3,714	3,913	4,114	199
Jr. High Assistant Coach	2,282	2,436	2,588	2,742	2,895	3,047	3,201	3,355	3,507	152
<b>SOCCER</b>										
Varsity Head Coach	2,640	2,849	3,060	3,270	3,479	3,690	3,899	4,111	4,321	209
JV Head Coach	1,895	2,039	2,186	2,331	2,476	2,620	2,765	2,911	3,056	145
JV Girls Coach	1,895	2,039	2,186	2,331	2,476	2,620	2,765	2,911	3,056	145
JH Mixed Coach	1,579	1,677	1,774	1,870	1,966	2,065	2,160	2,256	2,354	98
<b>CROSS COUNTRY</b>										
Varsity Boys	2,023	2,169	2,314	2,458	2,603	2,748	2,893	3,037	3,182	209
Varsity Girls	2,023	2,169	2,314	2,458	2,603	2,748	2,893	3,037	3,182	209
<b>FIELD HOCKEY (Girls)</b>										
Varsity	2,640	2,849	3,060	3,270	3,479	3,690	3,899	4,111	4,321	209
Assistant Varsity	1,895	2,039	2,186	2,331	2,476	2,620	2,765	2,911	3,056	145
Modified	1,579	1,677	1,774	1,870	1,966	2,065	2,160	2,256	2,354	98
<b>CHEERLEADING</b>										
Varsity Fall	996	1,046	1,099	1,151	1,205	1,258	1,308	1,361	1,415	52
Varsity Winter	996	1,046	1,099	1,151	1,205	1,258	1,308	1,361	1,415	52
JV Fall	930	981	1,034	1,087	1,139	1,192	1,244	1,297	1,350	52
JV Winter	930	981	1,034	1,087	1,139	1,192	1,244	1,297	1,350	52
<b>BASKETBALL</b>										
Boys Varsity Head Coach	3,456	3,700	3,946	4,189	4,433	4,678	4,922	5,168	5,412	243
Boys JV Head Coach	2,640	2,835	3,032	3,228	3,426	3,623	3,818	4,015	4,210	197
Boys Freshman Head Coach	2,224	2,357	2,490	2,622	2,754	2,886	3,019	3,151	3,285	133
Boys Jr. High Head Coach	1,701	1,803	1,907	2,009	2,111	2,215	2,317	2,420	2,522	102
Girls Varsity Head Coach	3,456	3,700	3,946	4,189	4,433	4,678	4,922	5,168	5,412	243
Girls JV Head Coach	2,640	2,835	3,032	3,228	3,426	3,623	3,818	4,015	4,210	197
Girls Jr. High Head Coach	1,701	1,803	1,907	2,009	2,111	2,215	2,317	2,420	2,522	102
Elementary Boys	990	1,043	1,094	1,147	1,200	1,254	1,307	1,360	1,413	53

APPENDIX C										2007-2008
2007-2008 OTA Agreement										
Step	1	2	3	4	5	6	7	8	9	Inc.
<b>VOLLEYBALL</b>										
Girls Varsity Head Coach	3,456	3,700	3,946	4,189	4,433	4,678	4,922	5,168	5,412	243
Girls JV Head Coach	2,640	2,835	3,032	3,228	3,426	3,623	3,818	4,015	4,210	197
Girls Jr. High Head Coach	1,701	1,803	1,907	2,009	2,111	2,215	2,317	2,420	2,522	102
Boys Varsity Head Coach	1,726	1,848	1,971	2,094	2,216	2,336	2,461	2,582	2,705	121
Boys JV Head Coach	1,326	1,439	1,531	1,629	1,723	1,817	1,937	2,034	2,132	100
<b>WRESTLING</b>										
Varsity Head Coach	3,456	3,700	3,946	4,189	4,433	4,678	4,922	5,168	5,412	243
JV Head Coach	2,640	2,835	3,032	3,228	3,426	3,623	3,818	4,015	4,210	197
Jr. High Head Coach	1,701	1,803	1,907	2,009	2,111	2,215	2,317	2,420	2,522	102
INDOOR TRACK	2,111	2,249	2,387	2,522	2,658	2,794	2,930	3,068	3,204	137
BOWLING (2)	1,206	1,289	1,370	1,452	1,531	1,613	1,694	1,774	1,857	82
<b>BASEBALL</b>										
Varsity Head Coach	2,940	3,150	3,359	3,568	3,777	3,988	4,197	4,407	4,615	209
JV Head Coach	2,452	2,591	2,730	2,870	3,010	3,148	3,288	3,427	3,567	138
Jr. High Head Coach	1,694	1,809	1,919	2,034	2,146	2,260	2,373	2,486	2,598	114
<b>SOFTBALL (Girls)</b>										
Varsity Head Coach	2,940	3,150	3,359	3,568	3,777	3,988	4,197	4,407	4,615	209
JV Head Coach	2,452	2,591	2,730	2,870	3,010	3,148	3,288	3,427	3,567	138
Jr. High Head Coach	1,694	1,809	1,919	2,034	2,146	2,260	2,373	2,486	2,598	114
<b>TRACK</b>										
Boys Varsity Head Coach	2,940	3,150	3,359	3,568	3,777	3,988	4,197	4,407	4,615	209
Boys Varsity Assistant Coach	2,452	2,591	2,730	2,870	3,010	3,148	3,288	3,427	3,567	138
Boys Jr. High Head Coach	1,694	1,809	1,919	2,034	2,146	2,260	2,373	2,486	2,598	114
Boys Jr. High Assistant Coach	1,592	1,706	1,817	1,931	2,045	2,157	2,271	2,384	2,496	114
Girls Varsity Head Coach	2,940	3,150	3,359	3,568	3,777	3,988	4,197	4,407	4,615	209
Girls Varsity Assistant Coach	2,452	2,591	2,730	2,870	3,010	3,148	3,288	3,427	3,567	138
Girls Jr. High Head Coach	1,694	1,809	1,919	2,034	2,146	2,260	2,373	2,486	2,598	114
<b>GOLF</b>										
Boys Varsity Head Coach	1,481	1,584	1,687	1,789	1,891	1,993	2,096	2,199	2,301	102
Girls Varsity Head Coach	1,481	1,584	1,687	1,789	1,891	1,993	2,096	2,199	2,301	102
<b>TENNIS</b>										
Boys Varsity Head Coach	2,376	2,495	2,613	2,731	2,850	2,969	3,089	3,207	3,325	118
Girls Varsity Head Coach	2,376	2,495	2,613	2,731	2,850	2,969	3,089	3,207	3,325	118
Boys JV Head Coach	1,782	1,871	1,960	2,050	2,138	2,227	2,317	2,405	2,495	88
Girls JV Head Coach	1,782	1,871	1,960	2,050	2,138	2,227	2,317	2,405	2,495	88
INTRAMURAL SPORTS	531	565	598	633	666	701	735	772	807	34

**APPENDIX D**

**2005-2006 OTA Agreement**

**CO-CURRICULAR 2005-2006**

<b>MUSIC</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Senior High School</b>				
Fall Marching Band		746	1,018	1,289
Spring Marching Band		746	1,018	1,289
Percussion Instructor		542	649	820
Color Guard		441	552	664
Stage Band		2,207	2,429	2,650
Vocal Jazz Ensemble		2,207	2,429	2,650
Brass/Marching Band		820		
Woodwind Marching Band		820		
<b>Musical Production</b>				
Director		2,595	2,806	4,142
Drama Coach		756		
Drama/Vocal Coach		762	841	923
Dance Director		624		
Art Director		770		
Accompanist		494		
Stage Band II		890	990	1,174
Pit Band		662	773	883
<b>Middle School</b>				
Stage Band		936	1,041	1,239
Chorus		617	687	817
<b>Elementary School</b>				
All-City Band Director		374	417	495
All-City Band Assistant		300	334	396
All-City Chorus Director		374	417	495
All-City Chorus Assistant		300	334	396
All-City Chorus Accompanist		337	375	445

**GENERAL SCHOOL ACTIVITIES**

<b>Senior High School</b>				
Audio-Visual Supervisor		1,343	1,509	1,677
Bookstore Supervisor		2,125	2,303	2,515
Junior Class Advisor (2)		824	1,043	1,236
Senior Class Advisor (2)		1,022	1,655	2,063
Freshman Class Advisor (1)		519	650	782
Sophomore Class Advisor (1)		590	716	847
Mock Trial		1,242		
Dramatics Coach (2 Productions)		1,364	1,751	2,063
Extra Classroom Funds		2,692		
Television Advisor		1,851	2,264	2,692
Yearbook Advisor (2)		2,063	2,694	3,303
Yearbook/Business Advisor		726		
Student Council		1,239	1,436	1,658
International Relations Club Advisor		1,239	1,655	2,063
Youth Court		1,200		
Mathletics		413	824	1,242

**APPENDIX D**

**2005-2006 OTA Agreement**

	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Senior High School (continued)</b>				
Science Olympiad		413	824	1,242
Japanese Exchange Program		1,438		
Literary Magazine (2)		671		
School Newspaper		754		
Ski Club		500		
National Honor Society (2)		419		
Teens for a Better World				
FBLA		854		
Z-Club		427		
Webmaster		1,040		
<b>Middle School</b>				
Audio-Visual Supervisor		1,655	1,851	2,265
Student Council		843	1,042	1,144
Bookstore Supervisor		413		
Yearbook Advisor (2)		727	1,032	1,339
Dramatics Coach (2)		537	727	918
Honor Society (2)		269		
Dean of Students		4,757		
Newspaper		308		
Model Schools Coordinator		1,125		
Art Director		385		
Set Design		385		
Elementary Yearbook		300		
<b>GENERAL SUPERVISORY</b>				
<b>Dept Chair/K-12 Director</b>				
1-8 Teachers		3,303		
9-12 Teachers		3,918		
13-16 Teachers		4,137		
GRADE LEVEL CHAIRS		1,322	1,518	1,705
TEAM LEADER - MIDDLE SCHOOL		3,146		
<b>NOON HOUR SUPERVISION</b>				
High School		22	2,837	
Middle School		22	2,184	
Elementary School		22		
AUDITORIUM SUPERVISION		22		
DIRECTOR OF ATHLETICS		8,266		
DIRECTOR OF PHYSICAL ED.		3,971		
TUTORING		34		
CHAPERONES		63		
CURRIC DEVEL / IN-SERVICE		32		

**APPENDIX D**

**2006-2007 OTA Agreement**

**CO-CURRICULAR 2006-2007**

<b>MUSIC</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Senior High School</b>				
Fall Marching Band		776	1,058	1,340
Spring Marching Band		776	1,058	1,340
Percussion Instructor		564	675	853
Color Guard		459	574	690
Stage Band		2,295	2,526	2,756
Vocal Jazz Ensemble		2,295	2,526	2,756
Brass/Marching Band		853		
Woodwind Marching Band		853		
<b>Musical Production</b>				
Director		2,699	2,918	4,308
Drama Coach		786		
Drama/Vocal Coach		793	875	960
Dance Director		649		
Art Director		801		
Accompanist		513		
Stage Band II		926	1,030	1,221
Pit Band		689	804	919
<b>Middle School</b>				
Stage Band		974	1,083	1,288
Chorus		642	714	849
<b>Elementary School</b>				
All-City Band Director		389	434	515
All-City Band Assistant		312	347	412
All-City Chorus Director		389	434	515
All-City Chorus Assistant		312	347	412
All-City Chorus Accompanist		350	390	463

**GENERAL SCHOOL ACTIVITIES**

<b>Senior High School</b>				
Audio-Visual Supervisor		1,397	1,569	1,744
Bookstore Supervisor		2,210	2,395	2,615
Junior Class Advisor (2)		857	1,084	1,286
Senior Class Advisor (2)		1,063	1,721	2,146
Freshman Class Advisor (1)		539	676	813
Sophomore Class Advisor (1)		613	745	880
Mock Trial		1,291		
Dramatics Coach (2 Productions)		1,419	1,821	2,146
Extra Classroom Funds		2,800		
Television Advisor		1,925	2,355	2,800
Yearbook Advisor (2)		2,146	2,801	3,435
Yearbook/Business Advisor		756		
Student Council		1,288	1,494	1,724
International Relations Club Advisor		1,288	1,721	2,146
Youth Court		1,248		
Mathletics		430	857	1,291

**APPENDIX D**

**2006-2007 OTA Agreement**

	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Senior High School (continued)</b>				
Science Olympiad		430	857	1,291
Japanese Exchange Program		1,495		
Literary Magazine (2)		698		
School Newspaper		785		
Ski Club		520		
National Honor Society (2)		435		
Teens for a Better World				
FBLA		888		
Z-Club		444		
Webmaster		1,082		
<b>Middle School</b>				
Audio-Visual Supervisor		1,722	1,925	2,355
Student Council		877	1,084	1,190
Bookstore Supervisor		429		
Yearbook Advisor (2)		756	1,073	1,392
Dramatics Coach (2)		559	756	954
Honor Society (2)		279		
Dean of Students		4,947		
Newspaper		321		
Model Schools Coordinator		1,170		
Art Director		400		
Set Design		400		
Elementary Yearbook		312		
<b>GENERAL SUPERVISORY</b>				
<b>Dept Chair/K-12 Director</b>				
1-8 Teachers		3,435		
9-12 Teachers		4,075		
13-16 Teachers		4,302		
GRADE LEVEL CHAIRS		1,375	1,579	1,773
TEAM LEADER - MIDDLE SCHOOL		3,272		
<b>NOON HOUR SUPERVISION</b>				
High School		22	2,951	
Middle School		22	2,271	
Elementary School		22		
<b>AUDITORIUM SUPERVISION</b>				
DIRECTOR OF ATHLETICS		8,596		
DIRECTOR OF PHYSICAL ED.		4,130		
TUTORING		35		
CHAPERONES		66		
CURRIC DEVEL / IN-SERVICE		33		



**APPENDIX D**

**2007-2008 OTA Agreement**

	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Senior High School (continued)</b>				
Science Olympiad		447	892	1,343
Japanese Exchange Program		1,555		
Literary Magazine (2)		726		
School Newspaper		816		
Ski Club		541		
National Honor Society (2)		453		
Teens for a Better World				
FBLA		924		
Z-Club		462		
Webmaster		1,125		
<b>Middle School</b>				
Audio-Visual Supervisor		1,790	2,002	2,450
Student Council		912	1,127	1,237
Bookstore Supervisor		447		
Yearbook Advisor (2)		786	1,116	1,448
Dramatics Coach (2)		581	786	993
Honor Society (2)		290		
Dean of Students		5,145		
Newspaper		333		
Model Schools Coordinator		1,217		
Art Director		416		
Set Design		416		
Elementary Yearbook		324		
<b>GENERAL SUPERVISORY</b>				
<b>Dept Chair/K-12 Director</b>				
1-8 Teachers		3,573		
9-12 Teachers		4,238		
13-16 Teachers		4,474		
<b>GRADE LEVEL CHAIRS</b>		1,430	1,642	1,844
<b>TEAM LEADER - MIDDLE SCHOOL</b>		3,403		
<b>NOON HOUR SUPERVISION</b>				
High School		23	3,069	
Middle School		23	2,362	
Elementary School		23		
<b>AUDITORIUM SUPERVISION</b>		23		
<b>DIRECTOR OF ATHLETICS</b>		8,940		
<b>DIRECTOR OF PHYSICAL ED.</b>		4,295		
<b>TUTORING</b>		36		
<b>CHAPERONES</b>		68		
<b>CURRIC DEVEL / IN-SERVICE</b>		34		

**APPENDIX D**

**2007-2008 OTA Agreement**

**CO-CURRICULAR 2007-2008**

<b>MUSIC</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Senior High School</b>				
Fall Marching Band		807	1,101	1,394
Spring Marching Band		807	1,101	1,394
Percussion Instructor		587	702	887
Color Guard		477	597	718
Stage Band		2,387	2,627	2,866
Vocal Jazz Ensemble		2,387	2,627	2,866
Brass/Marching Band		887		
Woodwind Marching Band		887		
<b>Musical Production</b>				
Director		2,807	3,035	4,480
Drama Coach		817		
Drama/Vocal Coach		824	910	998
Dance Director		675		
Art Director		833		
Accompanist		534		
Stage Band II		963	1,071	1,270
Pit Band		716	836	955
<b>Middle School</b>				
Stage Band		1,012	1,126	1,340
Chorus		667	743	883
<b>Elementary School</b>				
All-City Band Director		405	451	535
All-City Band Assistant		324	361	429
All-City Chorus Director		405	451	535
All-City Chorus Assistant		324	361	429
All-City Chorus Accompanist		364	406	481

**GENERAL SCHOOL ACTIVITIES**

<b>Senior High School</b>				
Audio-Visual Supervisor		1,452	1,632	1,814
Bookstore Supervisor		2,298	2,491	2,720
Junior Class Advisor (2)		891	1,128	1,337
Senior Class Advisor (2)		1,105	1,790	2,231
Freshman Class Advisor (1)		561	703	846
Sophomore Class Advisor (1)		638	775	916
Debate Coach (2)		1,343		
Dramatics Coach (2 Productions)		1,475	1,894	2,231
Extra Classroom Funds		2,912		
Television Advisor		2,002	2,449	2,912
Yearbook Advisor (2)		2,231	2,913	3,573
Yearbook/Business Advisor		786		
Student Council		1,340	1,554	1,793
International Relations Club Advisor		1,340	1,790	2,231
Youth Court		1,298		
Mathletics		447	891	1,343



## APPENDIX E

### SABBATICAL LEAVE

The Board of Education may grant Sabbatical Leaves of Absence to all full-time members of the professional staff of Oneida City School District upon recommendation for such Leave by the Superintendent. Such Leave shall be predicted upon the fact that the professional qualifications and competence of the staff member and the general welfare, of the public schools of Oneida will be benefited by such Leave. Any full-time, professional employee of the Oneida City School District, who meets the qualifications, shall be eligible to apply for Sabbatical Leave.

#### A. CONDITIONS AND REQUIREMENTS FOR QUALIFICATION

1. Applicant must hold a Life or Permanent Teaching Certificate.
2. Applicant must have been in employ of the Oneida City School District seven (7) consecutive years, during which period satisfactory service has been rendered by the full-time employee. Absence from service in the District for a period of not more than one (1) year under a Leave of Absence for which the employee received no pay and which was granted by the Board of Education for professional improvement, or for improvement of health, or for military service shall not be considered a break in the continuity of service toward meeting the required seven (7) consecutive years of service.
3. Subsequent Sabbatical Leaves may be granted after eligibility has been re-established by another period of five (5) consecutive years of satisfactory service as a full-time employee with first request receiving priority.
4. Two (2) members of the professional staff may be granted a Sabbatical Leave in any one school year.
5. A Sabbatical Leave may be granted for a period of not less than one (1) full semester, nor more than two (2) full consecutive semesters.
6. The applicant shall file with the Clerk of the Board of Education a written agreement stating that he will remain in the service of the Oneida City School District for a period of two (2) years after the expiration of the Sabbatical Leave granted. Default of this Agreement shall be governed by conditions stated in the following sections.

**B. PURPOSE OF SABBATICAL LEAVE**

Sabbatical Leave is given to full-time professional employees to permit them to improve their ability to render educational service to the Oneida City School District. Such improvement is usually achieved by formal study, research and/or writing, and travel. Applications for other types of experiences will be considered on their merit and may be approved by the Board of Education upon recommendation of the Superintendent.

**C. APPLICATIONS**

Applications will be available in the office of each school. It shall be the duty of the applicant to include with his application the following as evidence that he/she is sincere in his/her request and will fulfill the purpose of the Leave.

1. For Formal Study

(a) A program of work or of recognized courses which the applicant will participate in and which will qualify him for higher credentials in the profession.

2. Research and/or Writing

(a) An outline of the proposed project with such approval as is necessary to indicate the value of the project to the present or future service of the applicant in the professional and specifically to the Oneida City School District.

3. Travel

(a) The professional objectives to be gained by such travel.

(b) The specific means of attaining these objectives, the travel itinerary and the follow-up plan which applies to the instructional program in the Oneida City School District.

4. Other Reasons

A plan shall be submitted which will state the professional objectives to be gained or sought by such Leave, the specific means of attaining these objectives, and proposed benefits of such Leave to the School District.

All applications for Sabbatical Leave must be filed with the secretary of the Superintendent in a plain, sealed envelope, not later than February 15. The applicant shall be notified by April 1 of the acceptance or rejection of his/her application.

All applications for Sabbatical Leave will be handled by a Sabbatical Leave Committee. This Committee will consist of the Superintendent of Schools and four (4) staff members (two from K-6; two from 7-12) to be selected by the President of the Association and the Superintendent of Schools. All applications shall be referred to this Committee for preliminary review and consideration. Each application will be reviewed by number ... not name. The secretary of the Superintendent of Schools will be the only one to know the name, and she will assign the numbers.

This Committee shall have the duty of making recommendations concerning all applications for Sabbatical Leave. They shall consider the following factors in making their recommendations in the order listed.

1. Professional Quality and Proposal
  - (a) Objectives
  - (b) Potential Benefit to the District
  - (c) Potential Personal Growth
  - (d) Comprehensiveness and Specificity
2. Seniority in the District
  - (a) Sabbatical Leave, once granted, cannot be terminated before the date of expiration, except as otherwise agreed upon by the Board of Education and the Superintendent.
  - (b) The Board of Education reserves the right to make final decisions on all requests for Sabbatical Leave.
  - (c) Upon approval by the Board of Education, an agreement between the applicant and the school district covering the terms of this Policy shall be executed.

D. **COMPENSATION**

The compensation of the staff member on Sabbatical Leave shall be on the following basis.

1. If Leave is for one (1) semester, the compensation shall be at the regular rate.
2. If the Leave is for two (2) semesters, the compensation shall be on a graduated scale based upon the service to the Oneida City School District.

7-8 years	50% of salary
9-20 years	advance 2% each year to 74% of salary
over 20 years	75% of salary

3. This salary shall be based on the salary the applicant would receive as of July 1 of the year he/she is granted the Leave. Salary for a Leave granted for the last semester of the school year would be the salary of the first semester of the school year.

4. This compensation shall be made in accordance with the regular Board provisions for payment of salary to member's of the professional staff.

5. Any employee on Sabbatical Leave shall be entitled to any automatic salary increment or any other automatic raise authorized by the Board of Education.

6. Other benefits, such as retirement, insurance and sick leave shall be maintained during that time.

7. It is the duty of the member of the staff on Sabbatical Leave to keep the Business Office of the Board of Education informed as to his/her address while on Sabbatical Leave.

E. **REPORTS TO THE SUPERINTENDENT**

1. The employee shall immediately request approval from the Superintendent for substantial changes in the planned program of the Leave as outlined in the application.

2. An interim report containing such information as will enable the Superintendent to determine that the Leave is being used in the proper manner shall be filed with the Superintendent at the mid-point of the Leave.

3. A final report shall be filed with the Superintendent at the completion of the Leave and shall contain the following:

- (a) Official Transcript
- (b) Experience Gained
- (c) Applicant's evaluation of the benefits achieved or acquired while on Leave and how these can be applied to benefit the Oneida City School District.
- (d) A report on the program to be carried out in the school district following the Leave period.

**F. FAILURE TO COMPLETE REQUIREMENTS**

1. In the event the Superintendent finds that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid by the Board shall become due immediately and all future payments shall cease.
2. In the event of an emergency situation, whereby the employee cannot fulfill the terms of the Leave agreement, the Board of Education will determine if the requirements may be waived because of the circumstances.
3. In the event the employee completes the program satisfactorily but does not return to the Oneida City School District as agreed in writing, he/she shall repay the Board of Education within two (2) years, the entire sum received by him from the Board of Education during his Leave, and an agreement stipulating the means of repayment will be signed by the employee.
4. In the event that an employee does not remain in the employ of the Oneida City School District for a period of two (2) years immediately following his Sabbatical Leave, he/she shall, within two (2) years... repay the Board of Education an amount of money which shall be proportional to services rendered. This does not apply in cases where an individual becomes incapacitated and cannot work, or in cases wherein the Board of Education waives the rule by reason of unusual circumstances.

**G. RETURN TO SERVICE**

1. Upon expiration of the Sabbatical Leave, the employee shall be restored to his/her position, or to a position of like nature, seniority, status and pay, subject to certification and tenure laws.
2. An employee shall not be considered as having fulfilled the Leave requirements until the Superintendent has approved the final report (indicated earlier) which must be filed within thirty (30) days after the employee returns to active duty.



3. In addition, a report of the benefits of the Leave as carried out in the school district at the end of the school year when the teacher returns to service will be requested. This report, when received by the Superintendent, may be used to inform the Board of Education regarding the Sabbatical Leave program.

**APPENDIX F**

**PART-TIME TEACHER FORMULA**

1. **Teachers in the Secondary Program**

A part-time teacher working exclusively in a secondary building in the Oneida City School District will have the length of part-time service computed as follows:

2 teaching periods -- 1/3 time teacher

2 teaching periods & 1 supervision assignment -- 1/2 time teacher

3 teaching periods & no other assignment -- 1/2 time teacher

3 teaching periods & 1 supervision assignment -- 2/3 time teacher

4 teaching periods -- 3/4 time teacher

Other variations of the above will be reviewed on an individual basis by the District for a determination as to the appropriate percentage of time, with the above examples being a guide post for any such determinations. Under these guidelines, the normal duties of half-time teacher would include three periods per day of five (5) days a week and no other assignments (approximately 11 hours, 15 minutes per week). If the District requires a part time secondary position in a configuration other than set forth above, the District shall, before posting the position, and/or discussing the matter with a prospective employee, notify the Association President of its plan.

The District shall make every effort to insure that all periods of assignment will be consecutive. Those who are employed half-time or more and whose first assignment of the day occurs first period shall be required to report to work in the morning at the same time as full-time teachers and may be assigned homeroom time. Those who are employed half-time or more and who are scheduled during the last teaching period of the day shall be required to remain at school during the 10th period for student assistance or meeting attendance. Any part-time teacher employed for three (3) periods at other times shall be required to stay one extra period consecutive with the teacher's assignment periods. Such period shall be unassigned, but the teacher shall be available to assist students and confer with administrators and other teachers.

2. **Teachers in the Elementary Program**

For each full day a teacher works in an elementary program, such teacher will receive 20% credit for such work. If the teacher works a full day, such teacher will be expected to report at the normal starting time for the assigned building and may be assigned supervisory duties at that time. The teacher will leave at the conclusion of the normal school day of teachers in that building. The

teacher will also get a reasonable amount of planning time and a duty-free lunch period.

Teachers who come in for half a day will be expected to be on the job for 3 hours of possible student contact time, with an average student contact time of approximately 80-85% of the time on duty. The exact working schedule will be set by the building principal; and, for example, if a teacher worked Monday through Friday half days each morning, such teacher would have approximately 12 to 12 1/2 hours of student contact time per week. For each half day the employee works he/she will be credited with an additional 10% full-time teaching base. Thus, if the teacher worked 2 full days on Monday and Wednesday and mornings on Tuesday and Thursday, the teacher would be deemed to be 60% of a full-time teacher for salary purposes.

Again, exceptions will be guided by the above standards and will be treated on an individual basis. The only envisioned exceptions might be if a full work day and a full half day were not required. In such cases, the District will make a good faith judgment with respect to the time required on the job, and will determine the appropriate percentage accordingly. Further, the District shall, before posting the position, and/or discussing the matter with a prospective employee, notify the Association of its plans.

3. **Teachers Who Spend Part Time in the Elementary and in the Secondary Program**

Any teacher whose work schedule calls for part-time in the elementary program and part-time in the secondary program will be treated on a case-by-case basis. The procedures in numbers 1 and 2 above will be guidelines utilized for such determination.

## APPENDIX G

OTA Agreement

### MEMORANDUM OF UNDERSTANDING REGARDING IMPLEMENTATION OF ARTICLE XII

#### Vacancy

A vacancy is any position for which a teacher is required, either newly appointed or as a replacement for five months or more, including the expansion of an already existing position.

#### Leave of Absence

After completing a leave of absence, a teacher has the right to return to the specific position (grade or subject within the same building) that he/she formerly occupied, unless such position was abolished and the teacher on leave is the least senior and subject to involuntary transfer pursuant to the terms of Article XII.

#### Involuntary Transfer

If no volunteers are identified pursuant to the procedures established in Article XII B and a teacher must be shifted from his/her position at a particular grade level in a building or within a department in a building, that teacher shall be eligible to bid upon any open position in the district for which he/she is qualified.

If the shift in assignments is identified in the spring of the year and to take effect the following September, the bidding on vacancies shall occur on or about June 1. Whenever possible, the teacher shall be notified of his/her new assignment by the June 15th contract date. If the teacher so reassigned is not satisfied with the new assignment, he/she is eligible to bid for any position which may subsequently be created or become vacant.

#### Vacancies Between 6/2 - 9/5

In the event a vacancy should occur after June 1 but before September 5th, any teacher who has expressed an interest in transferring from his assigned position shall be eligible to apply for such vacancy.

The teacher shall notify the Superintendent in writing that he/she is interested in receiving information about potential openings during the summer. The Superintendent shall post all June 2 - September 5 openings on the bulletin boards, send a copy of same to the Oneida Teachers' Association President and to those teachers who have requested same in writing.

## APPENDIX G

OTA Agreement

### MEMORANDUM OF UNDERSTANDING REGARDING IMPLEMENTATION OF ARTICLE XII

#### New Assignments

When a regularly appointed teacher has accepted an assignment in a position which is available only for the time of another teacher's absence, the position shall be restored to the returning teacher, if so requested by that returning teacher. The displaced teacher shall be eligible to bid upon any other vacancy for which he/she is qualified, or return to his/her former position if it is temporarily filled by a substitute teacher. Should the teacher who had been on leave not return to the position, the teacher currently serving in that position may continue to do so and the position shall not be considered a vacancy subject to the provisions of Article XII unless disclaimed by both teachers.

#### District Seniority

A teacher's district seniority is applied to the position he/she currently holds. Once a teacher has been involuntarily transferred or elected to shift assignments, the teacher has no claim on his/her former position, except in the instance described above.

For the District:

For the Association:

/s/ Robert S. Loretan

/s/ Timothy J. McElheran

Date: 19 June 1979

June 19, 1979

# APPENDIX H

## ONEIDA CITY SCHOOL DISTRICT APPLICATION FOR LEAVE Under the FAMILY AND MEDICAL LEAVE ACT OF 1993

I hereby apply for leave under the Family and Medical Leave Act of 1993. I have been employed with the Oneida City School District for at least one year and have worked at least 1,250 hours.<sup>1</sup>

I am applying for (check applicable boxes):

**Family Leave for:**

Birth of Child

Care of Child After Birth

Care of Adopted Child

Care of Foster Child

**Medical Leave for Serious Health Condition of:**

Self

Spouse

Son or Daughter

Parent

Anticipated Beginning Date of Leave<sup>2</sup>: \_\_\_\_\_

Anticipated Ending Date of Leave: \_\_\_\_\_

If Intermittent Leave, Dates of Leave: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Set forth the number of hours  
regularly worked per week:

\_\_\_\_\_

I wish to have the following paid leave applied toward the requested leave:

\_\_\_\_\_

<sup>1</sup>Full time teachers are presumed to be working sufficient hours to qualify for the benefits established by the Family and Medical Leave Act of 1993.

<sup>2</sup>This must be submitted at least thirty (30) days in advance, barring unforeseen circumstances.

**APPENDIX H**

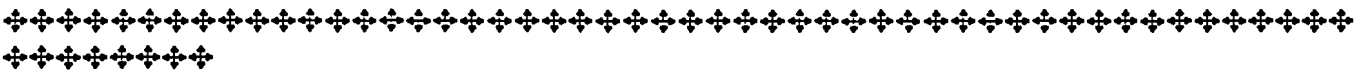
Vacation from \_\_\_\_\_ thru \_\_\_\_\_

I understand that:

1. The total leave under the Family and Medical Leave Act shall not exceed 12 weeks within any school year (July 1 - June 30);
2. I have the right to use any available vacation time in this leave period;
3. The District will continue its share of contributions toward my health insurance coverage (including dental, life and disability) for up to 12 weeks, and I will continue my share of such contribution by paying my share to the District's business office on or before the 10th of the month for which coverage is applicable;
4. The District may require medical certification to support my request for leave;
5. The leave as requested under the Family and Medical Leave Act is unpaid leave unless paid leave time has been applied for and approved;
6. Upon return from the leave, I will be assigned to my original position or to an equivalent position with equivalent pay, benefits and other employment terms.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



**FOR DISTRICT USE ONLY:**

**Approved:** \_\_\_\_\_

**Not Approved:** \_\_\_\_\_

**If the requested leave is not approved, set forth the reason(s) for the disapproval.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX I



August 19, 1988

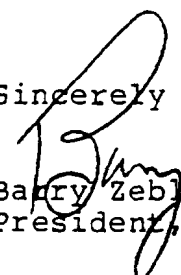
Dr. Frederick D. Volp  
Superintendent of Schools  
Oneida City School District  
Oneida, New York 13421

Dear Rick:

In arriving at an agreement concerning local service increments and one-time salary adjustments (see attached), we noted one exception pertaining to local service increments: a teacher who leaves the District involuntarily would not be required to maintain "continuous service."

Because of declining enrollment, I felt our agreement on this point should be noted for future reference.

Sincerely yours,

  
Barry Zebler  
President, OTA

ONEIDA  
TEACHERS  
ASSOCIATION





# APPENDIX I

## ONEIDA CITY SCHOOL DISTRICT

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East Avenue  
Post Office Box 327  
Oneida, New York 13421

Frederick D. Volp, Ph.D.  
*Superintendent*

Peter Tamburro, Ed.D.  
*Assistant Superintendent*

Michael P. Pisacano  
*School Business Administrator*

August 8, 1988

Mr. Barry Zebley, President  
Oneida Teachers' Association

Dear Barry:

This letter is to confirm our understanding with regard to the provisions of the labor contract relating to local service increments and one-time salary adjustments.

Eligibility for local service increments will be based upon years of continuous service in the District, i.e., if someone works for the District for three years, then quits or moves away and returns two years later, for local service increment purposes, it is the last date of hire that governs eligibility.

For the one-time salary adjustment in the same example, the person would receive credit for all years of service with the District, whether continuous or not.

If this reflects our agreement, please sign and return one copy as note below so that we will both have a record of the interpretations to be applied to these provisions of the contract.

Very truly yours,



Frederick D. Volp, Ph.D.  
Superintendent of Schools

FDV:pr

ACCEPTED:

---

Barry Zebley, President  
Oneida Teachers' Association

## APPENDIX J

### In-Service Hours and Supplemental Salary Adjustments

In-service hours may be submitted for supplemental salary adjustments in combination with graduate hours to form a six hour block (i.e. 3 in-service + 3 graduate hours).

In-service hours that stand alone may be submitted in the following manner:

- a. Hours taken after 7/1/88 may be submitted in a six hour block.
- b. Hours taken prior to 7/1/88 may be submitted in combination with those taken after 7/1/88 to form a six hour block (i.e. #3 in-service hours prior to 7/1/88 + #3 in-service hours taken after 7/1/88).

In-service hours that are acquired while employed by the Oneida City School District should receive prior approval from the Superintendent. One in-service credit is based on 15 hours of class work. Except for nurses, in-service hours are not eligible for tuition reimbursement.

APPENDIX K

President - Barry Zebley  
Vice-President - Leo Maloney  
Secretary - Rich MacAlpine  
Treasurer - Angelia Costello



October 23, 1996

Dr. Fredrick Volp  
Superintendent of Schools  
District Office  
Oneida, New York 13421

Dear Rick:

This letter will serve to confirm our recent understanding with respect to accumulated sick leave for all long-term substitutes. All long-term substitutes employed by the district for more than one academic year shall be eligible for accumulated sick leave (12 sick days plus three personal days each year) with the following provisions:

1. Long-term substitutes must remain in the same tenure area to receive accumulated sick days and personal days.
2. Long-term substitutes would not be eligible to enroll in the sick bank.
3. Long-term substitutes who experience a break in service (employment from year to year) would not be eligible for accumulated days.

I've attached a list of those teachers I believe would be eligible for the adjustment noted above. Perhaps Ms. Sue Goodmore would know of other teachers that would be eligible?

If this letter is an acceptable description of our understanding, would you please sign below and forward a copy of the same to me. Again, thank you for your time and help in resolving this concern!

Sincerely yours,

  
Barry Zebley  
President, OTA

\_\_\_\_\_  
Dr. Frederick Volp  
Superintendent of Schools

ONEIDA  
TEACHERS,  
ASSOCIATION

## APPENDIX L

November 12, 1998

The following language describes the method of course reimbursement for teachers who coach in the Oneida City School.

Required Coaching Courses: 3 required courses

Employees that are currently coaching or will be coaching (winter and spring) and that have taken, or will be taking required coaching courses, may select from one of two options for payment: reimbursement for the cost of the course, OR use of inservice credit hours to be applied toward a block for payment under the current salary arrangements. Inservice hours continue to be defined as 15 hours of "seat time" for each one hour of inservice credit. Employees selecting the inservice method of reimbursement will be limited to 6 hrs. of inservice credit toward the total required. Employees may elect to take all 6 hrs. to form a block of 6 hrs. – or they may use the hours in combination with other graduate courses to form a 6 hr. block. In no case may an individual receive both the reimbursement cost and the inservice hours.

New employees and/or teachers new to coaching in 1999-2000 will no longer have the option of selection between reimbursement and application toward inservice credit block hours. The district will continue to pay reimbursement costs, but will no longer accept the application of inservice credit for coaching courses.

# APPENDIX M

## MEMORANDUM OF AGREEMENT

Pursuant to Article XVIII, Section D of the Labor Agreement between the Oneida City School District (the "District") and the Oneida Teachers Association (the "OTA" or the "Association") the parties, along with representatives from the Oneida School Employees United (the "OSEU") and the Oneida Administrators Association (the "OAA") have regularly met to review alternatives to the District's current health insurance plan. As a result of such meetings the parties have agreed to an alternative program to be used in place and stead of United Healthcare, the District's present insurance carrier. To implement such change in carrier the parties have agreed as follows:

1. Effective February 1, 2002 the District will institute the Blue PPO Plan provided through Blue Cross-Blue Shield of Utica-Watertown ("BCBSUW") with the riders and benefits set forth in Exhibit "A" which is annexed hereto and made part hereof. Such health plan shall also include 45 out patient mental health visits.
2. The parties agree that the benefits set forth in Section 1. above fulfill the contractual requirement that the new health insurance plan "meet[s] or exceed the coverage provided through United Healthcare".
3. The health insurance coverage referenced in Section 1 above shall be described in more detail in contracts between the District and the insurance company, a copy of which shall be provided to the Oneida Teachers Association. No changes in such coverage, meaning all aspects of the plan, written and unwritten, but not limited to: benefit levels, administrative procedure and other features directly impacting upon covered employees and enrollment eligibility, shall be made without the written agreement of the District and the Association. Specifically, the benefits shall not be reduced below the level set forth in Section 1.
4. The parties further specifically agree that the benefits of such new plan shall be extended to any current and future retirees.
5. It is also agreed that, in the event that the Medicare program is extended to provide some form of prescription drug coverage, the District will work with the OTA to insure that retirees will not either lose any existing prescription drug benefits or pay any additional contributions as a result of the establishment of the Medicare drug prescription plan. The details of how to continue to provide such benefits, either through a continuation of the existing District plan, through Medicare, or through a combination of both, will be worked out between the school district and the OTA at such time as the Medicare options and procedures are known.
6. This Memorandum shall be effective as of February 1, 2002.

FOR THE DISTRICT:

\_\_\_\_\_  
Superintendent of Schools

Dated: January 9, 2002

FOR THE ASSOCIATION:

\_\_\_\_\_  
President, Oneida Teachers Association

Dated: January 9, 2002



Exhibit "A"

Cynthia C. Hummel  
President



December 6, 2001

Peter Tamborro  
Superintendent of Schools  
Oneida City School District  
565 Sayles Street  
Oneida, NY 13421

Dear Mr. Tamborro:

It is my pleasure to respond to your Insurance Committee's request for confirmation of benefits proposed by the BlueCross BlueShield of Utica-Watertown Sales Consultant, Bonny Brownrigg.

As you know the proposed benefit package has not yet been approved by the New York State Insurance Department. However, we are dedicated to providing the benefits requested for Oneida City School District employees, as proposed, pending Insurance Department approval.

The proposed benefit package includes the following:

- Blue PPO base plan with In Network benefits at a \$0 deductible/coinsurance, and \$10 copay.
- Out of Network Benefits subject to a \$250/\$750 deductible and 80%/20% coinsurance.
- Elective Sterilization
- Inpatient Physical Rehabilitation
- Emergency Room \$85 Copay
- Extraction of Impacted Wisdom Teeth Rider
- Prosthetic/Orthotic Appliances and DME Rider
- Inpatient Mental Health (45 days) Rider
- Inpatient Detoxification and Substance Abuse Rider
- Full Time Student to Age 25 Rider
- Waiver of Pre-existing Condition Exclusion Rider
- Podiatry/Routine care of Feet Rider
- Ambulance - 100% In and Out of Network
- Prescription Drug Rider - \$2.00 Generic/\$5.00 Brand Name Retail, Mail Order \$0 Copay Brand and Generic

I am pleased to provide you with the above information, and am confident you will find our product and service to be an outstanding choice for the employees of Oneida City School District. I would be happy to meet with all of you to further illustrate our dedication and interest in your group.

Should you have any questions, do not hesitate to contact Bonny Brownrigg, Sales Consultant, or Lynne Williams, Director of Sales.

Sincerely,  
  
Cynthia C. Hummel  
President

CC: Helen W. Beale, NYSUT  
Jeff Andrews, Aon Consulting

## APPENDIX N

### **Explanation and Examples:**

The eligibility for unreduced benefits under the TRS and ERS for a service retirement is age fifty-five and twenty years of service for Tier I members. Members of Tiers II, III, and IV must have thirty years of service in order to retire at age fifty-five with unreduced benefits. However, at age 62, a Tier II, III, or IV member may retire with an undiminished stipend if s/he has twenty years of service. Thus, any Tier II, III, or IV teacher who has thirty years of service at or after age 55 is eligible to retire without penalty at that time. If you do not have thirty years service before age 62, you will not qualify for an undiminished stipend until at or after age 62. When age and service time first come together, that is your individual window of opportunity for the retirement incentive.

A member who has the necessary years of service to receive an undiminished retirement stipend may choose to leave service the school year prior to reaching the age at which s/he will actually receive the pension stipend or wait until the end of the school year following the birthday.

### **Examples:**

A Tier I member - 25 years service and age 55 on August 1, 2000. To collect incentive the individual must retire at the close of the 1999-2000 school year or at the close of the 2000-2001 school year.

A Tier II, III, and IV member with the same birthday and years of service would not be eligible until five years later (assuming the person worked all five years.) Thus, with thirty years service at age 60, a person would be first eligible to retire with an undiminished stipend on August 1, 2005. The individual could retire at the close of the 2004-2005 school year or at the close of the 2005-2006 school year to qualify for the retirement incentive.

A Tier II member who will be fifty-five years old on September 30, 2003. You will have completed thirty years of service at the end of the 2002-03 school year, You may retire at the close of the 2002-03 school year (although you will not receive your New York State pension until October) or you may retire at the close of the 2003-04 school year at which time you will receive your pension immediately following retirement.