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#### Contract Database Metadata Elements

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TABLE OF CONTENTS

	<u>PAGE NUMBER</u>
PREAMBLE .....	1
ARTICLE I - IMPLEMENTATION OF THE AGREEMENT .....	1
ARTICLE II - GRIEVANCE PROCEDURE .....	3
A. Statement of Policy .....	3
B. Definitions .....	3
C. General Principles .....	4
D. Procedures .....	4
ARTICLE III - ASSOCIATION RIGHTS .....	6
ARTICLE IV - TEACHER RIGHTS .....	7
A. No Discrimination Clause .....	7
B. Privacy of Disciplinary Interviews and Reprimands .....	7
C. Teacher Personnel Files .....	7
D. Physical Examinations (Teachers) .....	8
E. Teacher Appointment and Certification .....	8
F. Faculty Involvement in Recruitment and Orientation of Professional Staff .....	8
G. Committee on Inservice Programs .....	9
H. Conferences with Administrators .....	9
I. Excessed Teachers .....	9
ARTICLE V - JUST CAUSE .....	10
A. Effective Date of Article .....	10
B. Tenured Teachers .....	10
C. Non-Tenured Teachers .....	10
ARTICLE VI - TEACHER SALARIES .....	11
A. Teacher Salary Schedule 2004-05 School Year .....	11
B. Teacher Salary Schedule 2005-06 School Year .....	11
C. Longevity Salary Credit	
2004/05 TEACHER SALARY SCHEDULE .....	12
2005/06 TEACHER SALARY SCHEDULE .....	13
D. SALARIES - SUMMER PROGRAMS .....	14
E. COACHING SALARIES 2004-2006 SCHOOL YEARS .....	14
F. EXTRA-COMPENSATORY, CO-CURRICULAR SALARIES .....	19
G. After School Day Credit Bearing Courses - shall be compen .....	22

H. District Team Leaders and Department Chairpersons .....	22
I. Guidance Counselors and Psychologists .....	22
J. Extra Service .....	22
K. Salary Credit for Up to 90 Hours .....	22
L. Master's Degree, Certificate of Adv. Studies & Doctorate Salary Credit .....	23
M. Library Science Salary Credit .....	23
N. Inservice Salary Credit .....	23
O. Military Service Salary Credit .....	23
P. Adult Education Salary .....	24
Q. Salary Schedule Related Items .....	24
R. Other Duties .....	25
S. Continuing Education Requirements (Effective July 1, 1997) .....	25
ARTICLE VII - LIAISON COMMITTEES .....	26
A. Teacher-Building Principal Liaison Committee .....	26
B. Teacher-Chief School Administrator Liaison Committee .....	26
C. Teacher-Board of Education Liaison Committee .....	26
D. Purpose and Functions of the Committee .....	26
ARTICLE VIII - CONDITIONS OF EMPLOYMENT .....	27
A. Teaching Load and Class Size .....	27
B. Work Day and Work Year .....	27
C. After/Before School Meetings .....	27
D. Miscellaneous .....	28
E. Last Week of the School Year .....	29
F. Physical Facilities for Teacher .....	29
G. School Calendar .....	30
H. Art Room .....	30
I. Special Instructional Areas .....	30
J. Special Instructional Areas .....	31
K. Non-Instructional Duties .....	31
L. Student teachers .....	31
ARTICLE IX - TEACHER VACANCIES, TRANSFERS, EVALUATION AND TENURE ASSIGNMENTS .....	31
A. Publishing Vacancies Within the District .....	31
B. Teaching Assignments and Transfers .....	32
C. Evaluation: Forms, Report, Conference, Tenure .....	33
D. Dismissal and Non-Reappointment .....	34
E. Elimination of Positions .....	34

ARTICLE X - TEACHER AIDES .....	35
ARTICLE XI - LEAVES OF ABSENCE.....	35
A. Leaves With Pay .....	35
B. Leaves Without Pay .....	38
C. Family Leave.....	39
D. Sabbatical Leave.....	41
E. Association Meetings .....	41
ARTICLE XII - SICK LEAVE BANK .....	41
ARTICLE XIII - INSURANCES AND MISCELLANEOUS ITEMS .....	43
A. Payroll Deductions: .....	43
B. Reimbursement of Approved Trips.....	44
C. Speech Therapist .....	44
D. Substitutes - Listing of.....	44
E. Social Worker .....	44
F. Nurses and Dental Hygienists .....	44
G. Special Education .....	45
H. Substitutes - Securing of .....	45
I. Absences, Leaves and Vacations.....	45
J. Leaving School Building During Working Hours .....	45
K. Pay Periods .....	45
L. Health Insurance.....	46
M. Dental Insurance.....	47
N. First Aid Course .....	47
O. Long                      Term                      Disability                      Income                      Plan	47
P. Smoking Cessation Program .....	48
ARTICLE XIV - DISCIPLINE.....	48
A. General Discipline .....	48
B. Extreme Discipline Cases .....	48
C. Assault and Battery.....	48
ARTICLE XV - IMPROVEMENT OF EDUCATIONAL PROGRAM.....	49
ARTICLE XVI - RETIREMENT INCENTIVE .....	50
ARTICLE XVII - SUBSTITUTE TEACHERS.....	50
A. Regular Substitute Teachers.....	50
B. Long Term Substitute Teachers .....	50

ARTICLE XVIII - SAVINGS CLAUSE .....	51
ARTICLE XIX - REQUIREMENT OF TAYLOR LAW .....	51
APPENDIX "A" .....	52
Addendum A .....	53

**RECOGNITION OF THE OSWEGO CLASSROOM TEACHERS ASSOCIATION**

The City of Oswego Board of Education, having determined that the Oswego Classroom Teachers Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel including substitutes (those whose services are required for a period in excess of thirty (30) days in the same assignment) except the Chief Executive Officer, Assistant Superintendents and Administrators, hereby recognizes the Oswego Classroom Teachers Association as the exclusive negotiation agent for the teachers in such unit. Such recognition shall extend until one hundred and twenty days prior to the end of the 2006 fiscal year of the Board of Education and for successive periods of two years thereafter.

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

**PREAMBLE**

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

The provisions of this agreement shall be effective as of the first day of July, 2004, unless otherwise indicated. The agreement is made between the Superintendent and the Oswego Classroom Teachers Association and shall extend through June 30, 2006.

**ARTICLE I - IMPLEMENTATION OF THE AGREEMENT**

- A. This agreement is negotiated under the Public Employees' Fair Employment Act of New York State, in order:
1. To negotiate collectively the conditions of employment provided herein; and
  2. To encourage and abet effective and harmonious working relationships between the Board of Education and the Superintendent of Schools, and the Oswego

Classroom Teachers Association and the professional staff in order that the cause of public education may be best served in the City School District of Oswego.

- B. The District and the OCTA also recognize the importance of stimulating responsible participation by the professional staff in recommending governing policy, and accordingly agree herein upon a consultative procedure to inform and guide the District in exercising its responsibilities for continuing supervision and ultimate decision. The Association recognizes that the District retains the right and authority to manage the business of the District, including but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to hire, layoff, assign and promote employees; to determine the number of teaching and non-teaching staff; to make teaching assignments and determine class size; to determine the method of operation of the cafeteria; to establish bussing procedures and requirements; to determine whether or not to subcontract; to determine the number and duties of non-teaching personnel; to discontinue or consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this agreement. The Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the School District and its professional staff under governing law, rules and regulations - local, state or federal.
- C. With respect to matters not covered in this Agreement, the District will consult and negotiate with the Association prior to making any changes in a policy or enacting a new policy which would normally be classified as within the area of salaries, or other terms or conditions of employment. Nothing in the foregoing shall be deemed to require the District to consult or negotiate with the Association on matters which are held by the appropriate authority to be exclusively for determination by the appropriate legislative body.
- D. The District and the OCTA accept the provisions of this agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.
- E. Subject to the provisions of the Fair Employment Act and all other applicable laws, the District agrees not to negotiate with any Teachers organizations other than the OCTA for the duration of this agreement, except that if the OCTA pursuant to law shall lose

its representative status, this agreement shall become null, void and of no effect.

F. The negotiating teams of each party shall not exceed fourteen (14) in number inclusive of observers. Neither party in any negotiation shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Board of Education and the OCTA, the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations, subject to final ratification of the OCTA and the Board. Such ratification will not be sought by either party until agreement has been reached on final, formal language for all parts of the contract. Should final, formal language not be reached within five (5) business days of tentative agreement, the parties shall proceed to ratification.

G. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect for the duration of this Agreement until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them; the parties accordingly will, if they mutually agree, cooperate in arranging meetings, selecting representatives for discussion, furnishing legally permissible necessary information, and otherwise constructively considering and resolving any such matters.

H. Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changed pre-existing policy, rules or regulations of the Board shall operate retroactively unless expressly so stated, but nothing in this Agreement would permit establishing policy by other than the Board of Education.

I. Copies of this Agreement shall be printed at the expense of the Board and provided to all teachers now employed or hereafter employed by the Board within a reasonable time. In addition, the Board will provide the OCTA with forty (40) copies of each newly negotiated OCTA Agreement for its own use and will be responsible for providing newly hired teachers with a copy of the current agreement.

J. No member of the OCTA shall cause, instigate, encourage or condone a strike.

K. Requests for meetings (other than those dealing with contract negotiations) shall be directed by the President of the OCTA, in writing, stating the subject to be discussed to the Superintendent and the Board of Education of The City School District of Oswego. Within ten days of the receipt of such request, Sundays, legal and school holidays excepted, the chief legal officer shall schedule a meeting with the Board of Education. The Superintendent shall notify the President of the OCTA of the meeting with the Board of Education or its representatives to be held within ten days of receipt of request.

**ARTICLE II - GRIEVANCE PROCEDURE**

**A. Statement of Policy**

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

**B. Definitions**

1. Professional employee shall mean a person whose position requires certification by the State Education Department.
2. Representative shall mean a person designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement or existing Board policies relating to salaries, hours and working conditions of the teachers, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or rules or regulation having the force or effect of law or (2) the Board is without authority to act.

**C. General Principles**

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

**D. Procedures**

1. ....



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

2. Second Stage

If the grievance is not satisfactorily resolved, the professional employee may request, in writing, not later than ten calendar days after the date of receipt of the first stage reply, a review of the determination by the Superintendent of Schools. The Superintendent of Schools shall make a written determination within ten school days of receipt of the request and immediately communicate, in writing, that determination to the employee and his/her immediate superior.

3. Third Stage

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

4. Fourth Stage (Arbitration)

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

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

Article I-G (2nd sentence); Article III-C. and F.; Article IV-E.(2) and (3) and F.; Article VI-G.3; Article VI-U; Article VII - 1 st introductory paragraph; Article VIII-A (1 & 2). (Class Size), D(4)., F., G., H., I., J., K.,; Article IX-

A.(1-d), (3), (4), B.(1 and 2), and E.; Article XI-A.(3), B.(2), (3), (6); Article XIII-C., D., E., F., and G.; and any Article or Section which by its very terms contains an a exclusion of the binding arbitration process.

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

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

### **ARTICLE III - ASSOCIATION RIGHTS**

- A. After the close of the school day, the OCTA shall have the right to use designated areas in school buildings for meetings of teachers. The use of such designated areas shall be arranged with the principal at least one school day in advance. All requests for building use shall conform to Board of Education Rules and Regulations provided, however, that there shall be no cost to the OCTA for such meetings if held during regular working hours of the custodial staff.
- B. The OCTA may distribute materials dealing with the business of the OCTA through teachers' mail boxes with the approval of the principal which shall not be unreasonably withheld.

- C. The Superintendent shall comply with any reasonable request by the OCTA for legally available information possessed by the District which is relevant to the processing of any grievance by the OCTA or to the negotiation by the OCTA and the District of any condition of employment.
- D. OCTA shall be provided with a copy of the official agenda of each regular Board of Education meeting prior to each meeting. OCTA shall be provided with copies of the official minutes of each regular Board of Education meeting as soon as possible after the approval of the said minutes by the Board of Education. The copy of the official agenda shall include enclosures on matters deemed to be pertinent to the OCTA by the Board of Education. The District will provide the OCTA with routine Board Transmittals with the exception of personnel matters, negotiations information or internal working papers, reports or documents.
- E. The Board of Education agrees to deduct from the salaries of its employees, dues for the OCTA and its affiliates as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the OCTA per Article XIII (A-2). The deduction shall be on a continuing basis unless otherwise requested by the individual.
- F. The President of the OCTA or his/her designee, by special arrangement with the Superintendent, may be granted necessary time for business which cannot be conducted outside of school hours. Guidelines for the request and use of such time are to be developed by the Superintendent in consultation with the President of the OCTA.
- G. The Association President or his/her designee shall be granted five (5) leave days with pay per school year to conduct Association business in addition to any days provided by Section F above. The Association shall be responsible for compensating the cost for substitute teachers. The Superintendent may grant additional such days with or without pay and with or without compensation for substitute teacher services.
- H. The President of the OCTA shall be released from one (1) teaching assignment per day, which shall be defined as forty (40) minutes of instructional time, or its equivalent, to conduct business of the Association.
- I. AGENCY FEE: The District shall deduct from the salary of each bargaining unit member who is not a member of the Association a service fee each pay period as a contribution toward the administration and representation of this agreement for

such employee. The service charge, which shall be payable and forwarded to the Association, shall be an amount equal to the Association's regular dues.

#### **ARTICLE IV -TEACHER RIGHTS**

A. **No Discrimination Clause**

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

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

B. **Privacy of Disciplinary Interviews and Reprimands**

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

C. **Teacher Personnel Files**

Official teacher files shall be maintained under the following circumstances:

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

D. Physical Examinations (Teachers):

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

E. Teacher Appointment and Certification:

1. Each teacher not certified in the area of present teaching shall be notified by May 1 of each year if he or she must meet certain minimum requirements to continue to be employed as a teacher under the New York State law governing certification of teachers.
2. The District will attempt to obtain substitute teachers who are certified and who hold degrees and will attempt to assign them to their respective areas of certification.
3. The Board will attempt to employ only certified personnel in any professional capacity, unless, after exhaustive search, certified personnel are not available. Exhaustive search may include such activities as advertising in professional journals, listings with employment agencies and placement offices, and commercial newspapers.

F. Faculty Involvement in Recruitment and Orientation of Professional Staff

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

G. Committee on Inservice Programs:

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

H. Conferences with Administrators:

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

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

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

I. Excessed Teachers:

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

**ARTICLE V - JUST CAUSE**

A. Effective Date of Article

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

B. Tenured Teachers

1. No teacher having tenure with the District will be disciplined (e. g. formal disciplinary materials placed in a teacher's personnel file), discharged,

suspended, or will have adverse material placed in his/her personnel file, without just cause. This shall not apply to personal oral admonitions or the content of written evaluations. Elimination or abolishment of positions shall not constitute a discharge within the meaning of this Article.

2. A tenured teacher claiming a violation of this section may have his or her claim treated as a grievance and processed in accordance with the provisions of Article II of this Agreement, including binding arbitration pursuant to that Article. It is understood that a tenured teacher electing this option must file a written waiver of any other hearing, court proceeding, or related rights under the Education Law or other applicable New York State or Federal law.

#### C. Non-Tenured Teachers

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

the party requesting arbitration.

## ARTICLE VI - TEACHER SALARIES

### A. Teacher Salary Schedule 2004-05 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 2004/05 school year shall receive a 2.53% increase above their 2003/04 salary for the 2004/05 school year. The increase shall be exclusive of any horizontal movement.
2. Any teacher employed at the beginning of the 2004/05 school year shall be minimally placed on step 3 of the appropriate salary column.

### B. Teacher Salary Schedule 2005-06 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 2005/06 school year shall receive a 2.53% increase above their 2004/05 salary for the 2005/06 school year. The increase shall be exclusive of any horizontal movement.
2. Any teacher employed at the beginning of the 2005/06 school year shall be minimally placed on step 3 of the appropriate salary column.

### C. Longevity Salary Credit

1. At the start of their 16th year of credited teaching service, teachers shall receive \$359 longevity salary credit for the 2004/05 school year and \$368 longevity salary credit for the 2005/06 school year. This credit shall become a permanent part of their annual salary. Credited teaching service will be as verified by the New York State Teachers' Retirement System.
2. At the start of their 21st year of credited teaching service, teachers shall receive \$513 longevity salary credit for the 2004/05 school year and \$526 longevity salary credit for the 2005/06 school year. This credit shall become a permanent part of their annual salary. Credited teaching service will be as verified by the New York State Teachers' Retirement System.
3. At the start of their 26th year of credited teaching service, teachers shall receive \$641 longevity salary credit for the 2004/05 school year and \$657 longevity salary credit for the 2005/06 school year. This credit shall become a permanent part of their annual salary. Credited teaching service will be as verified by the New York State Teachers' Retirement System.
4. The individual teacher shall be responsible for submission of a statement detailing years of "credited teaching service," in order to be eligible to receive said longevity salary credit. This statement should be submitted on or before March 15 of any given year prior to the commencement of the school year in which the



salary credit is to commence but in no event later than sixty (60) days prior to the date on which the teacher is eligible for the salary credit. The statement shall include verification as to years of credited service as provided by the New York State Teachers' Retirement System.

**2004/05 TEACHER SALARY SCHEDULE**

STEP	BS	BS+3	BS+6	BS+9	BS+12	BS+15	BS+18	I
3	41620	41966	42309	42653	43005	43348	43691	
4	42070	42416	42759	43103	43455	43798	44141	
5	42532	42878	43221	43565	43916	44259	44602	
6	42993	43339	43682	44026	44378	44721	45064	
7	43454	43800	44143	44488	44839	45182	45525	
8	43916	44262	44605	44949	45300	45643	45986	
9	44377	44723	45066	45410	45762	46105	46448	
10	44840	45187	45528	45873	46225	46567	46909	
11	45325	45673	46014	46358	46709	47052	47395	
12	45831	46180	46522	46866	47218	47560	47903	
13	46365	46715	47053	47399	47750	48093	48437	
14								

STEP	BS+33	BS+36	BS+39	BS+42	BS+45	BS+48	BS+51	I
3	45436	45772	46114	46459	46802	47155	47500	
4	45886	46222	46564	46909	47252	47605	47950	
5	46348	46683	47025	47371	47714	48066	48411	
6	46809	47145	47487	47832	48175	48527	48873	
7	47271	47606	47948	48293	48636	48989	49334	
8	47732	48068	48410	48755	49098	49450	49795	
9	48193	48529	48871	49216	49559	49912	50257	
10	48656	48991	49332	49678	50022	50373	50718	
11	49140	49476	49817	50162	50507	50858	51214	
12	49649	49985	50325	50671	51014	51366	51712	
13	50182	50515	50859	51214	51548	51900	52245	
14	50767	51099	51443	51789	52133	52483	52827	

STEP	BS+66	BS+69	BS+72	BS+75	BS+78	BS+81	BS+84	I
3	49224	49568	49914	50261	50606	50952	51296	
4	49674	50018	50364	50711	51056	51402	51746	
5	50136	50480	50826	51172	51517	51863	52207	
6	50597	50941	51287	51633	51979	52325	52669	
7	51058	51402	51749	52095	52440	52786	53130	
8	51520	51864	52210	52556	52901	53247	53592	
9	51981	52325	52671	53018	53363	53709	54053	
10	52445	52789	53133	53479	53825	54170	54516	
11	52929	53274	53618	53964	54310	54655	55000	
12	53436	53782	54125	54472	54819	55163	55508	
13	53970	54314	54658	55006	55351	55697	56042	

14 54553 54897 55243 55589 55934 56281 56625

**2005/06 TEACHER SALARY SCHEDULE**

STEP	BS	BS+3	BS+6	BS+9	BS+12	BS+15	BS+18	I
3	42223	42578	42930	43283	43643	43995	44346	
4	42673	43028	43380	43733	44093	44445	44796	
5	43135	43489	43841	44194	44554	44906	45258	
6	43608	43963	44314	44667	45027	45379	45731	
7	44081	44436	44787	45140	45500	45852	46204	
8	44554	44909	45260	45613	45973	46325	46677	
9	45027	45382	45733	46086	46446	46798	47150	
10	45500	45855	46206	46559	46920	47271	47623	
11	45974	46330	46680	47034	47395	47746	48096	
12	46471	46828	47178	47531	47891	48243	48594	
13	46990	47348	47699	48052	48413	48764	49115	
14								

STEP	BS+33	BS+36	BS+39	BS+42	BS+45	BS+48	BS+51	I
3	46136	46480	46831	47185	47536	47898	48251	
4	46586	46930	47281	47635	47986	48348	48701	
5	47047	47391	47742	48096	48448	48809	49163	
6	47520	47865	48215	48569	48921	49282	49636	
7	47994	48338	48688	49042	49394	49755	50109	
8	48467	48811	49161	49515	49867	50228	50582	
9	48940	49284	49634	49988	50340	50701	51055	
10	49413	49757	50107	50461	50813	51174	51528	
11	49887	50230	50581	50934	51287	51648	52001	
12	50383	50728	51078	51432	51784	52145	52509	
13	50905	51249	51599	51953	52304	52666	53021	
14	51451	51793	52146	52509	52852	53213	53567	

STEP	BS+66	BS+69	BS+72	BS+75	BS+78	BS+81	BS+84	BS+87	I
3		50020	50372	50727	51082	51436	51791	52144	
4		50470	50822	51177	51532	51886	52241	52594	
5		50931	51284	51639	51994	52347	52702	53055	
6		51404	51757	52112	52467	52821	53175	53528	
7		51877	52230	52585	52940	53294	53649	54001	
8		52350	52703	53058	53413	53767	54122	54474	
9		52823	53176	53531	53886	54240	54595	54947	
10		53296	53649	54004	54359	54713	55068	55420	
11		53772	54124	54477	54832	55187	55541	55895	
12		54268	54622	54974	55329	55684	56038	56392	
13		54788	55143	55494	55850	56206	56559	56913	
14		55336	55689	56041	56397	56751	57106	57460	

**D. SALARIES - SUMMER PROGRAMS**

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

**SALARY PER COURSE**

	Step		
	2004/05		
	(to be cont'd during		
	Summer of 2004)		
	2005/06		
	(To be cont'd during summer of 2005)		
	YEARS TEACHING IN OSWEGO		
1	\$1,835	1,881	0-3
2	\$2,111	2,164	4-6
3	\$2,394	2,455	7-9
4	\$2,674	2,742	10+

6. For the summers of 2004 and 2005, the amount of \$25,000 will be made available for grants for special instructional projects to be proposed by teachers or suggested by the administration for the employment of teachers.

Proposals from either source will be submitted, on a form to be developed, to a joint review committee, which committee will judge proposals on their potential educational value to The Oswego City Schools, and make recommendations to the Superintendent. The Superintendent shall have the discretion to approve or deny proposals and his decision shall not be subject to binding arbitration.

Grants may be on a lump sum basis on completion of the project, or on a salary basis for a fixed number of days, depending upon the nature of the project. Most effective use of the total funds available will be a factor in considering grant proposals.

E. COACHING SALARIES 2004-2006 SCHOOL YEARS

1. Group A salaries shall continue at \$4930 for the 2004/05 school year. For the 2005/06 school year the Group A salary shall be \$5055. For the purpose of future salary negotiations, only Group A salary need be considered and all other salaries shall be calculated based upon the Group A Salary.

Group A: varsity head coaches shall include the following as determined by the number of days worked:

**Group A:** Boys basketball, girls basketball, boys swimming, boys and girls ice hockey, boys indoor track, girls indoor track, girls volleyball, cheerleading (winter), football.

2. Other varsity head coaching groups, determined by the number of days worked, shall include:  
**Group B:** Boys soccer, girls soccer, girls swimming, girls gymnastics, boys volleyball, cheerleading (fall), wrestling, baseball, boys lacrosse, girls lacrosse, boys track, girls track, softball, boys cross country, girls cross country.  
**Group C:** Boys tennis, girls tennis, boys golf.  
**Group D:** Bowling.
3. Season length will be considered to be from the first day of practice through the first sectional contest, as determined by the New York State Public High School Athletic Association or dates as mandated by Section III.
4. A week shall be based on six (6) days.
5. All varsity staff will be paid an additional stipend on a proportionate basis of their coaching salaries for each week, or part of a week, worked beyond the first day of sectional competition. Additional sports-specific staff will be paid a stipend on a proportionate basis of their coaching salaries for each week, or part of a week, worked beyond the first game of the sectionals with the approval of the Athletic Director.
6. Coaching positions salaries, other than Group A Varsity Head Coaches, shall be determined as follows:

**Group B:** Varsity head coaches in the category will be paid 80 percent of Group A.

**Group C:** Varsity head coaches in this category will be paid 65 percent of Group A.

**Group D:** Varsity head coaches in this category will be paid 25 percent of Group A.

**Group E:** Varsity assistant coaches will be paid 85 percent of their respective head coaches' salaries.

**Group F:** Junior varsity head coaches will be paid 85 percent of their respective

head coaches' salary for that sport. Junior varsity assistant coaches will be paid 80 percent of their varsity head coaches' salary.

**Group G:** Modified head coaches will be paid 77.5 percent of the varsity head salary for that sport.

**Group H:** Modified assistant coaches will be paid 70 percent of the varsity head salary for that sport.

**Group I:** Other coaching positions as specified:

Modified girls basketball - Stipend will be 80 percent of the boys  
 Modified girls volleyball- basketball modified head coaches'  
 Modified girls gymnastics- stipend.

7. The implementation of this formula shall not cause any coach to receive less salary than was received in 1995-96.

**COACHING SALARIES**

SPORT	2004-05	2005-06
<b><u>BASEBALL</u></b>		
Varsity Head .....	3943 .....	4043
Junior Varsity Head .....	3352 .....	3437
Frosh Modified Head .....	3056 .....	3133
Modified Head.....	3056 .....	3133
<b><u>BASKETBALL-BOYS</u></b>		
Varsity Head .....	4930 .....	5055
Junior Varsity Head .....	4190 .....	4296
Frosh Modified Head .....	3820 .....	3917
Modified Head (2) .....	3820 .....	3917
<b><u>BASKETBALL - GIRLS</u></b>		
Varsity Head .....	4930 .....	5055
Junior Varsity Head .....	4190 .....	4296
Freshman Head .....	3820 .....	3917
Modified Head (2) .....	3056 .....	3133
<b><u>BOWLING - BOYS/GIRLS</u></b>		
Varsity Head .....	1232 .....	1263
<b><u>CHEERLEADING</u></b>		

Varsity - Fall.....	3943.....	4043
Varsity - Winter .....	4930.....	5055
Jr. Varsity - Fall.....	3056.....	3133
Jr. Varsity - Winter .....	3820.....	3917

**CROSS COUNTRY-BOYS/GIRLS**

Girls Varsity Head.....	3943.....	4043
Boys Varsity Head .....	3943.....	4043
Mod. Boys/Girls Head.....	3056.....	3133
Modified Head Girls .....	3056.....	3133

**FOOTBALL**

Varsity Head .....	4930.....	5055
Varsity Assistant (2).....	4190.....	4296
Junior Varsity Head .....	4929.....	5054
Junior Varsity Assistant .....	4190.....	4296
Frosh Head.....	3820.....	3917
Frosh Assistant.....	3451.....	3538
Modified Head.....	3820.....	3917
Modified Assistant (2) .....	3451.....	3538

**GOLF**

Varsity Head Boys .....	3204.....	3285
Varsity Head Girls.....	3204.....	3285

**GYMNASTICS**

Varsity Head .....	3943.....	4043
Varsity Assistant .....	3352.....	3437
Modified Head.....	3056.....	3133

**HOCKEY - BOYS & GIRLS**

Varsity Head .....	4930.....	5055
Varsity Assistant .....	4190.....	4296

**INDOOR TRACK**

Boys Varsity Head .....	4930.....	5055
Girls Varsity Head.....	4930.....	5055

**LACROSSE - BOYS**

Varsity Head .....	3943 .....	4043
Varsity Assistant .....	3352 .....	3437
Junior Varsity Head .....	3352 .....	3437
Junior Varsity Assistant .....	3155 .....	3235
Modified Head.....	3056 .....	3133
Modified Assistant.....	2760 .....	2830

LACROSSE - GIRLS

Varsity Head .....	3943 .....	4043
Varsity Assistant .....	3352 .....	3437
Junior Varsity Head .....	3352 .....	3437
Junior Varsity Assistant .....	3155 .....	3235
Modified Head.....	3056 .....	3133
Modified Assistant.....	2760 .....	2830

SOCCER-BOYS

Varsity Head .....	3943 .....	4043
Junior Varsity Head .....	3352 .....	3437
Modified Head (2) .....	3056 .....	3133

SOCCER - GIRLS

Varsity Head .....	3943 .....	4043
Junior Varsity Head .....	3352 .....	3437
Frosh Head.....	3056 .....	3133
Modified Head (2) .....	3056 .....	3133

SOFTBALL

Varsity Head .....	3943 .....	4043
Junior Varsity Head .....	3352 .....	3437
Modified Head.....	3056 .....	3133

SWIM - BOYS

Varsity Head .....	4930 .....	5055
Varsity Assistant .....	4190 .....	4296
Modified Head.....	3820 .....	3917

SWIM - GIRLS

Varsity Head .....	3943 .....	4043
Varsity Assistant .....	3352 .....	3437

Modified Head.....	3056.....	3133
Modified Assistant.....	2760.....	2830

TENNIS - BOYS

Varsity Head .....	3204.....	3285
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TENNIS - GIRLS

Varsity Head .....	3204.....	3285
Junior Varsity Head .....	2723.....	2792

TRACK-BOYS

Varsity Head .....	3944.....	4043
Varsity Assistant .....	3352.....	3437
Modified Head.....	3056.....	3133
Modified Assistant.....	2760.....	2830

TRACK - GIRLS

Varsity Head .....	3943.....	4043
Varsity Assistant .....	3352.....	3437
Modified Head.....	3056.....	3133
Modified Assistant.....	2760.....	2830

VOLLEYBALL - BOYS

Varsity Head .....	3943.....	4043
Junior Varsity Head .....	3352.....	3437

VOLLEYBALL - GIRLS

Varsity Head .....	4930.....	5055
Junior Varsity Head .....	4190.....	4296
Modified Head.....	3056.....	3133

WRESTLING

Varsity Head .....	4930.....	5055
Junior Varsity Head .....	4190.....	4296
Modified Head.....	3820.....	3917

INTRAMURALS

5 Days.....	1006.....	1031
4 Days.....	853.....	875



3 Days.....	700.....	718
2 Days.....	548.....	562
1 Day.....	410.....	420

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

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

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

**F. EXTRA-COMPENSATORY, CO-CURRICULAR SALARIES**

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

	2004-05	2005-06
<b><u>OSWEGO HIGH SCHOOL</u></b>		
Treasurer .....	3,136 .....	3,215
Auditor .....	3,136 .....	3,215
Director of Student Activities.....	1,851 .....	1,898
Advisor to the Student Council .....	1,851 .....	1,898
Class Advisor: Senior .....	2,653 .....	2,720
Jr/Sr Assistant.....	1,160 .....	1,189
Junior .....	1,757 .....	1,801
Sophomore .....	602 .....	617
Freshman.....	602 .....	617
Co-Advisor - Yearbook (2).....	2,206 .....	2,262
Advisor - Student Paper.....	1,757 .....	1,801
Assistant Advisor-Student Paper .....	602 .....	617
Ticket Seller-All Athletic Events .....	2,653 .....	2,720
<b><u>OSWEGO HIGH SCHOOL (Cont'd)</u></b>		
Assoc. Director-Symphonic Band .....	3,479 .....	3,567
Assoc. Director-Jazz Band .....	686 .....	703
Assoc. Director-Concert Band .....	3,584 .....	3,675

Assoc. Director-Marching Band .....	580 .....	595
Choral Director.....	4,165 .....	4,270
String Program Director .....	4,165 .....	4,270
Drama Coach.....	1,699 .....	1,742
Ticket Takers .....	35 .....	36
Bus Chaperones .....	602 .....	617
Clubs:		
A.C.E. Aids Club for Education.....	602 .....	617
Art .....	602 .....	617
Baseball .....	602 .....	617
Business Bucs .....	602 .....	617
Chess.....	602 .....	617
Computer .....	602 .....	617
Critical Issues .....	602 .....	617
Dance .....	602 .....	617
Environmental Science .....	602 .....	617
Football/Wrestling .....	602 .....	617
Foreign Student .....	602 .....	617
French.....	602 .....	617
Future Homemakers .....	602 .....	617
German.....	602 .....	617
Key.....	602 .....	617
Latin .....	602 .....	617
Library.....	602 .....	617
Mathematics .....	602 .....	617
Model Aircraft.....	602 .....	617
National Honor .....	1,757 .....	1,801
Photography .....	602 .....	617
Sailing Club-Advisor .....	602 .....	617
Sailing Club-Asst. Advisor .....	602 .....	617
Science .....	602 .....	617
Science Olympiad.....	602 .....	617
Ski Club (per trip).....	229 .....	235
Soccer.....	602 .....	617
Spanish.....	602 .....	617
Students Against Drunk Driving.....	602 .....	617
T.V. ....	602 .....	617
Travel.....	602 .....	617
W.B.U.C.....	2,206 .....	2,262

Wrestling .....	602 .....	617
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**OSWEGO MIDDLE SCHOOL**

Asst. to Prin. - Student Activities.....	2,771 .....	2,841
Asst to Prin.–Textbooks/Audio Visual.....	2,577 .....	2,642
Auditor .....	2,563 .....	2,628
Treasurer .....	2,563 .....	2,628
Team Leaders.....	3,539 .....	3,629

**Clubs:**

Art .....	602 .....	617
B.A.A.....	602 .....	617
Bike.....	602 .....	617
Chess.....	602 .....	617
Computer .....	602 .....	617
Computer - Grade 8.....	602 .....	617
Cross Country Ski.....	602 .....	617
Downhill Ski .....	602 .....	617
Drama .....	602 .....	617
F.U.N. ....	602 .....	617
G.A.A. ....	602 .....	617
Library.....	602 .....	617
Mathematics .....	602 .....	617
Photography .....	602 .....	617
Science .....	602 .....	617
S.A.D.D.....	602 .....	617
Sailing Club.....	602 .....	617
Science .....	602 .....	617
Technology .....	602 .....	617
Yearbook .....	602 .....	617
Band Director - Grade 7.....	2,653 .....	2,720
Band Director - Grade 8.....	2,643 .....	2,720
Choral Director - Grade 7 .....	2,653 .....	2,720
Choral Director - Grade 8 .....	2,653 .....	2,720
String Program Director .....	2,653 .....	2,720

**ELEMENTARY**

Bus Supervisor .....	2,267 .....	2,324
Computer Club Advisor-Beginning .....	602 .....	617
Computer Club Advisor-Advanced .....	602 .....	617

Elementary Band .....	1,523 .....	1,562
Elementary Chorus .....	1,523 .....	1,562
Elementary String Program .....	1,523 .....	1,562
Intermediate Team Leader .....	2,142 .....	2,196
Primary Team Leader .....	2,142 .....	2,196
Student Council .....	602 .....	617
Young Astronaut Club Advisor.....	602 .....	617

G. After School Day Credit Bearing Courses - shall be compensated at the rate of \$23.00 per hour during school years 2004/05 and 2005/06.

H. District Team Leaders and Department Chairpersons

Days of service between September 1, and June 30 - 195 days.

		No. Teachers Supervised		
		Minimum Student Load of		
		Minimum No. of Classes to Teach		
		Stipend		
		2004/05		
		Stipend		
		2005/06		
21 or more .....	50 .....	2 .....	\$5,813.....	\$5,960
16 to 20 .....	50 .....	2 .....	5,063.....	5,191
11 to 15 .....	70 .....	3 .....	4,298.....	4,407
6 to 10 .....	70 .....	3 .....	3,539.....	3,629
1 to 5 .....	90 .....	4 .....	2,778.....	2,848

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

I. Guidance Counselors and Psychologists

Stipend per year, 2004/05 \$2,563; 2005/06 \$2,628

J. Extra Service

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

K. Salary Credit for Up to 90 Hours

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

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

Salary Credit for Over 90 Hours

Undergraduate and graduate salary credit shall be granted for hours in excess of 90 upon receiving advanced approval by the Superintendent of Schools and submission of verified proof of satisfactory completion of such course. Only courses that are reasonably related to the teacher's current teaching assignment\* will be approved. Payment for such hours shall be at the rate \$328 per three hour block for the 2004/05 school year and \$336 for the 2005/06 school year.

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

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

For an earned Master's Degree \$800 shall be added to the scheduled salary for the 2004/05 school year and \$820 for the 2005/06 school year.

For a Certificate of Advanced Studies (CAS) \$480 shall be added to the scheduled salary for the 2004/05 school year and \$492 for the 2005/06 school year.

For a Doctorate in Philosophy or in Education \$2,398 shall be added to the scheduled salary for the 2004/05 school year and \$2,459 for the 2005/06 school year.

M. Library Science Salary Credit

A Bachelor's Degree in Library Science shall be recognized as equivalent to a

Master's Degree for salary purposes, provided said Bachelor of Library Science Degree included a minimum of thirty (30) graduate hours.

N. Inservice Salary Credit

Effective March 1, 2002, unit members shall receive a one time, lump sum payment of \$308 for the 2004/05 school year and \$315 for the 2005/06 school year for any fifteen (15) hours of inservice training approved by the Superintendent and sponsored by the District, a State approved Teacher Center, a BOCES, NYSUT, or any other appropriate agency based on the nature of the program offered, provided such inservice training occurs outside regular working hours. The sum of \$35,000 shall be provided yearly for the operation of such inservice courses for which Unit members are eligible to receive payment, including those developed by the Inservice Program Committee referred to in Article IV.G.

O. Military Service Salary Credit

1. Military service salary credit shall be provided only for active duty (within meaning of this Section active duty shall not include annual training for reservists or National Guard personnel) and shall be granted as follows:
  - Eleven months or less - no credit
  - Twelve through twenty-three months - one step credit
  - More than twenty-three months - two steps credit
2. All military service must have terminated with an honorable discharge in order to be credited.

P. Adult Education Salary

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

Q. Salary Schedule Related Items

1. Teachers without certification, currently in an employment status with the School District, who fail to pursue study leading to certification, shall receive neither increments, step advancement, nor promotion credit toward completion of the probationary period for tenure.
2. All employees covered by this Collective Bargaining Agreement who have worked (a) at least one (1) semester, or more, or (b) the time equivalent to one (1) semester, or more, in continuous service in the same position, or (c) in excess of a total of ninety-five (95) school days in any given school year, and who are eligible for step/incremental movement shall be entitled to one step/incremental

movement on the appropriate salary schedule.

3. Eligibility for the aforesaid step/incremental movement shall be further conditioned upon either of these two (2) conditions:

(a) In the case of a regular substitute, he/she must be rehired during the following school year.

(b) In the case of a long term substitute teacher who otherwise qualifies under paragraph T-2, he/she must be given a probationary teaching appointment or Regular Substitute teaching appointment.

4. With respect to out-of-district experience, the District will:

(a) Grant full credit for graduate hours completed and verified prior to Oswego City School District employment up to the Bachelor's plus 30 hours level and one-half credit for all graduate hours completed beyond the Bachelor's plus 30 hour level.

(b) i. Grant one year's credit for every year, or major fraction thereof, of verified experience outside of the Oswego City School District. Said verified experience shall be determined by the cumulative total of each year, and major fraction thereof (example: 1 year, 4 months and 1 year, 5 months cumulatively totals 2 years; 9 months, which equates to 3 years experience and places the teacher on Step 4). Effective September 1, 1993, this shall apply to both newly hired teachers and those who, at the time of their initial hire, did not receive full salary credit for experience outside the District.

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

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

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

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

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

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

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

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

#### **ARTICLE VII - LIAISON COMMITTEES**

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

##### **A. Teacher-Building Principal Liaison Committee**

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



- B. Teacher-Chief School Administrator Liaison Committee
1. This committee shall consist of the chief school administrator and/or the assistant school administrator and such aides as are required and the Liaison Committee of the OCTA.
  2. In addition to the purposes provided in D., this committee will also review and develop procedures for approval of Masters Degrees.
- C. Teacher-Board of Education Liaison Committee
- This committee shall consist of the chief school administrator, the members of the Board of Education, and the Liaison Committee or other authorized representatives of the OCTA.
- D. Purpose and Functions of the Committee
- The committees referred to in paragraphs A., B., and C. of this Article may consider, discuss and recommend relative to the following:
1. The development and implementation of curriculum and related educational programs.
  2. Educational practices and selection of textbooks in the schools.
  3. Experimentation in and modification of curriculum.
  4. The funding of such programs.
  5. Progress reports.
  6. Summer programs.
  7. General topics related to the improvement of the whole educational program.
  8. Time, frequency and place of meetings.
  9. To review and recommend academic standards in respect to the philosophy of the school district and respective schools.
  10. Class size.
  11. Availability of libraries for student use.

## **ARTICLE VIII - CONDITIONS OF EMPLOYMENT**

- A. Teaching Load and Class Size
1. At the secondary and elementary level and subject to physical building capacities, maximum class loads and maximum class sizes shall meet state recommendations, and the District will strive to maintain levels as follows:
    - (a) Maximum class load of 125 students.
    - (b) Maximum class load of 25 students.
    - (c) A professional employee (including administrators) - student ratio of 25 to 1 in any self-contained classroom and 20 to 1 in the middle school and high school.

2. Where unusually large classes exist, the Board will focus attention on efforts to relieve those problems.

B. Work Day and Work Year

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

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

C. After/Before School Meetings

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

D. Miscellaneous

1. (a) All High School teachers shall, in addition to their lunch period, have at least

one preparation period of 40 consecutive minutes (or compensatory time) each full instructional day during which they shall not be assigned to any other duties. No claimed violation of this paragraph (1), as it applies to High School teachers, shall be subject to binding arbitration unless the number of teachers receiving less than the 40 consecutive minutes planning time or compensatory time per full instructional day falls below ninety-five percent (95%). The planning or preparation period assurances contained in this section shall not be applicable during registration days in the high school.

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

education services may choose to utilize less than forty (40) minutes. Should federal or state mandates make it difficult to provide forty (40) minutes, the parties (including the teacher(s) and principal(s) involved) shall meet promptly to review, discuss and attempt to mutually agree upon a solution.

- (b) Elementary or Special Education teachers who team teach will be entitled to one common team planning period per day which shall not in any way be an additional planning period.
4. Each school in the District shall make provision for the duplication of teaching materials, i.e. tests, review sheets and other lesson materials, by the clerical staff. However, provision shall be made for teachers to duplicate their own materials.
  5. All professional employees shall receive one-half (1/2) day of paid released time from instructional and/or other professional duties per semester to perform work related tasks such as, but not limited to, the development and completion of report cards, special education documentation and other record keeping tasks. Such released time shall occur on or before November 15, in the first semester and on or before April 15, in the second semester.

E. Last Week of the School Year

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

F. Physical Facilities for Teachers

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

1. Each teacher may, where possible, have adequate storage space in which he/she may safely store instructional materials and supplies. The space may include a filing cabinet, a desk with lock and key, and a closet or cabinet.
2. Each school in the District shall include the following facilities:
  - (a) A teacher's workroom containing adequate equipment and supplies to aid in the preparation of instructional materials. These shall include but not be limited to, duplicator equipment, typewriter, and supplies. Every effort shall be made to have a room where there is freedom of access during any period of the day.
  - (b) An appropriately furnished room or rooms for use as teacher lounges, which shall be in addition to the aforementioned work room. Coffee making facilities, if desired by faculty members, shall also be provided at no added expense to the School District.

- (c) A separate dining space within the lunch room will be provided for the use of the staff
- (d) Adequate reserved parking facilities for the teachers and other members of the staff.
- (e) Well lighted, properly equipped, and clean rest rooms.
- (f) If the staff requests, the following facilities may, where possible, also be provided:
  - (1) A vending machine for beverages in teacher's lounges.
  - (2) A pay telephone for the exclusive use of the staff in or near the teacher lounges.
- (g) All of the buildings, grounds, and property of the Oswego City School District shall be smoke free. Smoking and the use of tobacco products is prohibited at all times of the year and all hours of the day in all District Buildings and on all District property and grounds, including athletic facilities, maintenance and transportation facilities, vehicles and the Education Center. This policy will be effective upon ratification by the Board of Education and the Oswego Classroom Teachers Association, and written acceptance of this Agreement by the Presidents of the other bargaining units in the District.

G. School Calendar

1. The tentative school calendar shall be prepared by the Superintendent and forwarded to the Board of Education and the OCTA. This shall be done as soon as possible after receipt of the suggested calendar from BOCES.
  - (a) After review of the calendar by the OCTA, the representatives of the OCTA and the Superintendent shall meet and discuss any recommendations or revisions made by the OCTA. This meeting shall take place within one month after receipt of the calendar from the Superintendent.
  - (b) Changes in the calendar, after it is officially adopted, shall not be made until after consultation with the OCTA.
  - (c) The calendar should be adopted as far in advance of the succeeding year as possible.
  - (d) On or around April 1, the District will assess the school calendar and number of the snow days used and will strive to grant an additional day for the Memorial Day recess as the situation may warrant.
  - (e) The teacher work year shall not exceed 186 workdays. The District may schedule two additional Professional Development Days during the work year. These days may take the form of half days. If so, one of the half days should take place on the first teacher work day of the school year-the

Tuesday after Labor Day. The remaining day and a half can occur at any other time during the 186 day teacher work year. Those days will be specifically scheduled by the District no later than June 15 of the school year.

H. Art Room

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

I. Special Instructional Areas

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

J. Special Instructional Areas

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

K. Non-Instructional Duties

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

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

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

A. Publishing Vacancies Within the District

1. All vacancies (administrative, summer school, regular faculty, specialists, coaches, etc.) caused by death, retirement, resignation, discharge or the creation of a new position, shall be filled pursuant to the following procedures:
  - (a) A list of all available positions shall be posted in each school, including a general description of each position setting forth the qualifications involved. Any subsequent change in qualifications shall be given like distribution.
  - (b) During the summer, notification shall be accomplished by means of a

certified letter to the individuals' summer address for teachers who signify an interest in any position required to be posted by writing to the Personnel Office specifying the position(s) in which they are interested. Such notices shall be sent, or postings made, by the District at least ten (10) calendar days prior to the deadline for application.

- (c) Members of the professional staff who desire to apply for a vacancy shall file their written applications with the Personnel Director within one week of the posting of the announcement or receipt of the letter of notification.
  - (d) A vacancy shall be filled on the basis of qualifications for the vacant position.
2. All appointments within the School District shall be made without regard to religion, age, race, creed, color, disability, nationality, sex, sexual orientation, marital status, veteran status, or past arrests or convictions except as allowed by law. Length and quality of service and special subject proficiencies, developed as a result of teaching and/or further study, also will be considered in making assignments.

For the purposes of this Article, "assignment" shall mean grade level and building for elementary teachers, building(s) for special subject teachers, and tenure area and building for secondary teachers.

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

B. Teaching Assignments and Transfers

1. Teachers shall be notified in writing of any changes in their programs for the ensuing school year, the grades and/or subjects they will teach, and any special or unusual classes or assignments that they will have by June 15, provided that in the event of a change in circumstances or conditions, such assignments may be changed as required to meet the situation.
2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Education Department and for good cause, to subjects and/or grades or other classes outside the scope of their teacher

certificates and/or their major or minor fields of study.

3. Teachers desiring a change in assignment should make this fact known simultaneously to the Superintendent of Schools and the Principal of the school in which the teacher is currently serving. Said requests for change of assignments should be made in writing and should state reasons for wishing to make the change. Such letters may be submitted at any time. However, when a change is desired at the beginning of a school year, the letter should be submitted at the beginning of January. The Superintendent of Schools shall acknowledge receipt of requests within 30 days and shall consider such requests in making new assignments. Any teacher not reassigned after requesting a change in assignment may request a conference with the Superintendent of Schools or his/her designee concerning his/her request.
4. Teachers will be involuntarily transferred from building to building only after the following procedure has been followed:
  - (a) A meeting of all concerned individuals will be held to identify the need and reasons necessitating the transfer. Concerned individuals shall include, but not be limited to, the teachers and administrators involved.
  - (b) A volunteer will be sought for the transfer. Volunteers will be given serious consideration for the assignment as specified in Article IX, Section B-3.
  - (c) If no volunteer is forthcoming, the transfer will be made on a seniority basis, if possible, with the least senior being transferred. In addition to seniority, the following criteria may be considered:
    1. Area of certification; or
    2. Area of specialization within certification.

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

- (d) If the District finds it necessary to make the transfer other than to the person who volunteered or on the basis of seniority, it must furnish the teacher to be transferred and the president of the OCTA detailed reasons for the transfer, in writing, at least thirty (30) days prior to the implementation of the transfer.
5. In the event that a new building is constructed in the District, which is a supplement to, rather than a replacement of, existing facilities, and/or grade level reconfiguration is adopted, the committee established under Article IX-B-4 of the 1992-95 collective bargaining agreement, will, at the time that ground



is first broken on the new building, and/or grade level reconfiguration is adopted, meet to attempt to determine a fair and equitable means of selecting staff. This system shall take into account the desires of the employees, the seniority of employees and the needs of the District: In the event that the committee is unable to determine a procedure by no later than six (6) calendar months prior to the projected date of opening and/or implementation of grade level reconfiguration, the provisions of Article IX Section B-4 above shall govern.

C. Evaluation: Forms, Report, Conference, Tenure

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

3. Evaluation

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

4. Evaluation Report and Conference.

It is a basic principle of any evaluation procedure that the identification of deficiencies in the performance of any teacher must be followed by good faith efforts toward improvement on the part of the teacher and his/her superior to the end that the teacher shall be assisted to attain and maintain a high level of proficiency.

It is also a basic principle that when deficiencies are noted, those particular incidents which led to the conclusion that the teacher's performance, or any part thereof, was deficient, should be set forth within the evaluation.

- (a) A conference with the teacher shall follow each observation within a reasonable period of time, generally within a week. Results of the above conference shall be written and placed in the teacher's folder with a duplicate forwarded to the teacher. Any teacher being evaluated shall have equal opportunity to record a written statement of his/her professional opinion of the observation, the conference and the evaluation

itself. This statement shall be placed on file in the teacher's professional folder.

- (b) It is recommended that tenured teachers shall have at least two conferences each year with the principal/supervisor. Such conferences shall be based on accepted professional competency with an exchange of ideas that shall contribute to the professional growth of the individual involved.
  - (c) Probationary teachers shall have at least three (3) conferences a year for the same purpose as expressed in (b) above.
5. Each probationary teacher who is not to be recommended for appointment on tenure shall be so notified by the Superintendent of Schools in writing not later than 90 days immediately preceding the expiration of his/her probationary period.

D. Dismissal and Non-Reappointment

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

E. Elimination of Positions

- 1. If a position is to be eliminated, or may possibly be eliminated, the teacher involved and the Association shall be notified by April 1.
- 2. A teacher whose position has been abolished shall have the right of first refusal to fill any existing regular teaching, regular substitute or long-term substitute (in that order) vacancy which exists at the time, or arises thereafter, for which they are certified and is posted by the District. If there is more than one teacher whose position has been abolished and who is certified to teach any of the vacancies which are to be filled, it shall be offered to the most senior person. For purposes of this sub-section 2, seniority shall mean length of continuous service in the Oswego City School District.

**ARTICLE X - TEACHER AIDES**

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

## ARTICLE XI - LEAVES OF ABSENCE

### A. Leaves With Pay

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

#### 1. Sick Leave

##### (a) Months/Days per year:

Ten days for ten month employees (11 for 11 month employees). May not be added to other leaves.

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

Effective July 1, 1997, the maximum sick leave accumulation available under Article XI shall be 275 days for ten month employees and 303 days for eleven month employees.

Employees who have accumulated the maximum number of sick days shall have (10) additional days available to them each year to be used without reducing the maximum. Such ten (10) days per year will not be cumulative and may not be carried over into the following year.

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

##### (c) Other Requirement:

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

##### (d) Transfer Credit:

It shall be within the sole discretion of the District whether or not to grant sick leave transfer credit to any or all teachers coming to this District from

another school district. If the District chooses to grant such credit, it will be on a basis of one day credit for each two days of sick leave accrued in another district up to a maximum of 30 days.

2. Personal Leave:

(a) Months/Days Per Year:

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

(b) Purposes:

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

(c) Other Requirements:

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

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

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

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

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

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

(3) The number of teachers who may use "dock" days around any one (1) holiday or vacation period shall be limited to five (5) teachers on a first come, first served basis.

- (4) The number of teachers who may use "dock" days around holiday or vacation periods in any one (1) school year shall be limited to a total of twenty (20) teachers on a first come first served basis.
  - (5) The restrictive numbers in 3 and 4 above shall not include teachers who use personal leave in and around holiday or vacation periods.
  - (6) "Dock Days" may not be used in combination with personal leave, prior to or following a holiday or vacation period, except in the extenuating circumstances as outlined in paragraph 2(e) above. "Dock Days" may not be used during the last seven (7) school days of the school year except upon approval of the Superintendent of Schools.
3. Professional Leaves
- (a) Months/Days per year:  
As approved.
  - (b) Purposes:  
Attendance at professional conferences.
  - (c) Other Requirements:  
Five days with prior application and approval by the Superintendent.  
Authorized expenses to be reimbursed.
4. Court Attendance
- (a) Months/Days per year:  
Length of time required.
  - (b) Purposes:  
Jury duty or called as a witness.
  - (c) Other Requirements:  
Full pay. Not deductible from sick leave. There shall be no compensation under this subsection for teachers who are parties to a legal or administrative proceeding arising outside the scope of employment. The term "witness" shall apply to non-party witnesses only.
5. Funeral Leave
- (a) Months/Days per year:  
Five days: Death of spouse, children, father, mother, or others residing in a unit member's household (defined as those physically in residence in the household for at least ninety [90] days). Three Days: parents-in-law, brother, sister, grandparents, grandchildren, or others residing in household. One day for others.
  - (b) Purposes: To attend funeral or make other necessary arrangements.
6. Summer Leave
- (a) Months/Days per year:

Two days for summer employees.

(b) Purposes:

Illness.

(c) Other Requirements:

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

B. Leaves Without Pay

1. Military Leave

(a) Months/Days per year:

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

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

2. Sickness Other Than Immediate Family

(a) Months/Days per year: Up to two days per year.

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

3. Miscellaneous

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

4. Graduate Study

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

5. Personal Health

(a) Personal health reasons for individual teacher, or members of the teacher's immediate family, up to a maximum of two (2) years. Should the teacher thereafter be unable to return to employment, he/she shall be placed on a preferred eligible list for five (5) years and be given priority status in the filling of any vacancy or opening during that five (5) year period that may exist in the teacher's tenure area or in any area in which he/she may be certified. Except for the above exceptions, the District and the Association agree to adhere to Section 2510 of the New York State Education Law concerning any questions that may arise over preferred eligible status. For purposes of this Section (a) only, immediate family is defined as spouse, children, parent and domestic partner.

(b) When the reason for placement on the Preferred Eligible List is the teacher's personal health, the District shall not be required to notify the teacher of any openings or vacancies until such times as the teacher has

provided appropriate medical documentation of his/her ability to return to work.

- (c) When the reason for placement on the Preferred Eligible List is the personal health of a member of the teacher's immediate family, the District shall notify such teacher(s) of particular openings or vacancies in the teacher's tenure area or in any area in which the teacher is certified.
- (d) When notified by Certified Mail, Return Receipt Requested, of the existence of an opening or vacancy, the teacher must indicate an interest in accepting the position within seven (7) days of receipt of the notice and must, within a reasonable period of time thereafter provide evidence of certification for the position in question.
- (e) Any teacher who has utilized the Preferred Eligibility List procedure, and been recalled, may not again avail himself/herself of this procedure for a period of one (1) year from the date of recall.

#### 6. Family Relocation

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

#### 7. Personal Unpaid Leaves

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

#### C. Family Leave

##### 1. Maternity - Disability Leave

- (a) A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided that her attending physician verifies in

writing that she is capable of performing her professional obligations. Such verification may be required by the Superintendent or his designee on a monthly basis beginning with the sixth month of pregnancy. Such teacher shall have the right to (a) return to active employment whenever, after delivery, her physician verifies in writing that she is capable of performing her professional obligations, or (b) use her accumulated sick leave benefits in the event she is not capable of performing her professional obligations by reasons of a medical disability as verified by her physician in connection with or resulting from her pregnancy.

- (b) If the District desires to verify the findings of the attending physician, it may do so by requiring a second medical examination by another physician, who is acceptable to the District, selected by the teacher. The second medical examination shall be at District expense.
- (c) Reasonable notice will be given by the teacher when she intends to leave and when she intends to return.

2. Child Rearing Leave

(a) In the case of a birth or adoption of a child, a bargaining unit member, upon written request, shall be granted a leave of absence up to a maximum of two (2) full school years for child rearing purposes under the following conditions:

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

3 Other Applicable Conditions



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

D. Sabbatical Leave

1. Committee

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

2. Length of Leave

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

3. Purposes

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

4. Other Requirements

Leaves shall be limited to four (4) bargaining unit members, each of whom has at least seven (7) years in the District. Applications shall be on approved forms to be submitted by January 1 for the following school year. The applicant will

be informed within 30 days. A unit member who resigns before completion of one year's service following sabbatical must repay gross salary for period of sabbatical in manner to be arranged with the Superintendent. The decision regarding the awarding or denial of sabbatical leaves shall not be subject to binding arbitration.

E. Association Meetings

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

**ARTICLE XII - SICK LEAVE BANK**

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

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

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

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

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

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

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

A person will not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, the first twenty (20) days of serious illness or serious injury must be covered by the person's own accumulated sick leave or absence without pay.

The submission of the application for additional sick leave, along with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation shall be submitted to the Sick Leave Bank Committee on the appropriate form. Additional information stating the number of accumulated days, the number of days used prior to request, and the number of sick days requested will also be required.

The maximum number of days available from the bank for any serious illness or injury shall be one hundred (100). A participant who (while using additional sick leave days from the bank) is placed on Long-Term Disability shall continue to utilize such additional days until receipt of the first disability payment, at which time withdrawals from the Sick Leave Bank shall cease. Bargaining unit members shall not be entitled to benefits from the Sick Leave Bank and Long Term Disability Program simultaneously.

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

Situations regarding the use of the bank will be handled at the discretion of the Sick Leave Bank Committee, and the Committee's decisions shall be final, binding, and not subject to the Grievance and Arbitration Procedure set forth in this Agreement.

The Board of Education may, at its sole discretion, grant additional days to a unit member upon request who has exhausted his/her sick bank allotment. The Board's decision shall not be subject to the grievance/arbitration procedure.

### **ARTICLE XIII - INSURANCES AND MISCELLANEOUS ITEMS**

A. Payroll Deductions:

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

B. Reimbursement of Approved Trips

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

C. Speech Therapist

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

D. Substitutes - Listing of

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

E. Social Worker

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

F. Nurses and Dental Hygienists

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

G. Special Education

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

H. Substitutes - Securing of

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

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

I. Absences, Leaves and Vacations

1. On days that school is closed because of weather or other emergency, teachers

should report for work, when in their judgment conditions permit, to engage in professional activities.

2. On days that school is closed for conference, teachers who do not attend the conference will report to their buildings for work. Failure to do so will result in the loss of one day's salary.

J. Leaving School Building During Working Hours

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

K. Pay Periods

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

L. Health Insurance

1. The Board of Education will pro-rate the employees' health insurance premiums in ten (10) equal monthly payments.
2. Board of Education will provide ninety-five (95%) percent for individual and ninety-five (95%) percent for family coverage for the cost of health insurance for the professional staff, both active and retired, with Blue Cross/Blue Shield of Central New York through the 2002-2003 school year, thereafter the Board of Education will continue to provide ninety-five (95%) percent for all who retired prior to July 1, 2003. Starting July 1, 2003 the BOE will then provide ninety-two (92%) percent for individual and ninety-two (92%) percent for family coverage for the cost of health insurance for the professional staff, both active and those whose effective date of retirement is on or after July 1, 2003, with BC/BS of CNY. No change in the carrier will be made without mutual consent. Professional staff granted a long-term disability on or after March 31, 2000 and professional staff granted disability retirement on or after March 31, 2000 will be provided by the Board of Education with the same percentage of the cost of health insurance coverage as active and retired professional staff at the time of their long-term disability or disability retirement. The health insurance benefits of both active and retired employees shall be at least equal to those benefits agreed to be provided by BC/BS of CNY

commencing July 1, 2000, as detailed on Addendum A attached hereto and made a part hereof.

- (a) Major Medical Deductibles of \$75 per individual and \$225 per Family.
  - (b) Reimbursement of up to \$50 annually for costs of a physical examination.
  - (c) 100% reimbursement of usual, customary and reasonable surgical expenses
  - (d) The Patient Advocate Plan as originally proposed by the District with the original \$200 "penalty" for not utilizing the required procedures.
  - (e) Contraceptives prescribed by a physician will be available through the prescription drug rider. The prescription drug card co-pay shall be \$3.00 (generic) and \$5.00 (regular).
  - (f) Diagnostic X-Rays, regardless of where taken, shall be available for first dollar coverage under the existing plan.
3. Effective July 1st each year of the contract, teachers at the top of the applicable salary schedule, who do not receive an increment provided by the schedule, will receive a lump sum payment up to \$150.00 in reimbursement for expenditure for health, dental, life, or income protection insurance premiums. This reimbursement for insurance will be made in two (2) payments, the first of which shall be made after 50% of the premium is paid and the second payment upon completion of premium payment. To be entitled to reimbursement, the applicable insurance forms must be filed by December 1 st and April 1 st of each year. A notice of submission dates will be included in the last pay envelope prior to the submission dates.
4. The cash equivalent of accumulated days of sick leave will be used to reduce the insurance contribution of retired teachers. To determine the cash equivalent of one day of sick leave, the fraction of 1/200 will be multiplied by the final year's salary. To receive this benefit, the retiree's number of days of accumulated sick leave must minimally equal at least one year's insurance premium. This benefit will apply to all retired teachers regardless of retirement date.
5. The District shall implement and provide at no cost to the individual unit member(s) an Employee Assistance Program to be conducted under the auspices of a jointly agreed upon service provider.
6. The District shall institute a flexible spending account program for use by active professional staff for payment of the maximum number of expenses permitted by law. The Plan shall be administered by a third party administrator (TPA) that is jointly selected by the District and Association. The District shall pay the cost of the TPA.
7. As part of its Health Insurance Program, the District will make available an optional Managed Care (Point of Service) Plan for those bargaining unit members who

choose to elect such an option.

8. An administrative oversight committee (AOC) shall be established consisting of five (5) members selected by the District (it being intended that the District will utilize three of its selections for other employee organizations and that the District's number of selections will be reduced accordingly if any of those organizations elect not to have representation on the committee), and one (1) member selected by the OCTA President. The AOC shall meet, at minimum, quarterly in order to review a financial analysis and utilization of the Plan. The AOC shall make recommendations to the District regarding fixing of premium rates based on a financial analysis and utilization review. The AOC shall also meet as needed to hear questions and concerns from plan participants. An agenda will be prepared prior to each such AOC meeting. The AOC function at such meetings shall be to analyze issues raised by participants as they relate to plan administration and design. When necessary, the AOC will make recommendations to the District regarding plan participant issues that it analyzes.

M. Dental Insurance

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

N. First Aid Course

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

O. Long Term Disability Income Plan

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

P. Smoking Cessation Program

The District agrees to provide to unit members smoking cessation programs at a cost not to exceed \$75 per participant. The providers shall be mutually determined. Unit members who opt to attend alternative group smoking cessation programs shall be



reimbursed for the cost of such alternative group programs upon proof of completion of the program, provided the cost does not exceed \$75.

#### **ARTICLE XIV - DISCIPLINE**

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

##### **A. General Discipline**

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

##### **B. Extreme Discipline Cases**

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

##### **C. Assault and Battery**

1. Teachers shall report verbally (by the end of school day) and in writing within 24 hours, to their principal all cases of assault suffered by them and all other cases of extreme misbehavior on the part of pupils occurring in connection with their employment.
2. This report shall be forwarded to the Superintendent of Schools who shall comply with any reasonable request from the teacher. The Board of Education shall take the appropriate action as provided by Section 3028 of the Education Law.
3. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Board of Education, shall furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance and shall provide such other assistance as may be required by law.

4. Any teacher who shall be absent from his/her duties as the result of an assault or battery as a result of the performance of his/her duties shall not have his/her sick leaves reduced for the first sixty (60) school days following the incident. Subsequent to the expiration of the sixty (60) school days, any further absence will be treated in accordance with existing District practices relating to Workers' Compensation claims (Personnel Notice: No. 175, dated October 3, 1974).

#### **ARTICLE XV - IMPROVEMENT OF EDUCATIONAL PROGRAM**

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

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

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

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

#### **ARTICLE XVI - RETIREMENT INCENTIVE**

- A. Effective September 1, 1996, bargaining unit members who retire during their first year of eligibility for retirement, or during the period commencing with their first year of eligibility through the first year when there would not be a legislatively reduced

pension benefit, will be eligible to receive \$95.00 per day for each unused sick day up to the applicable contractual maximum. In either case, in order to receive this retirement benefit incentive the teacher must submit, and the District must receive, an irrevocable letter of resignation for the purpose of retirement no later than ninety (90) calendar days prior to the effective date of retirement.

- B. Effective September 1, 1996, bargaining unit members who retire in their second year of eligibility for retirement, or anytime thereafter, shall receive \$75.00 per day for each unused sick leave day up to the applicable contractual maximum. In order to receive the aforementioned retirement benefit the teacher must submit, and the District must receive, an irrevocable letter of resignation for purposes of retirement no later than ninety (90) days prior to the effective date of retirement.
- C. The provisions of Section A and B of this Article, above, shall not apply to any individual who has been dismissed pursuant to the provisions of Sections 3020 and 3020-a of the New York State Education Law.

### **ARTICLE XVII - SUBSTITUTE TEACHERS**

#### **A. Regular Substitute Teachers**

A regular substitute teacher is appointed by the Board of Education for one semester or more and is entitled to all of the rights, benefits and privileges of this Agreement.

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

#### **B. Long Term Substitute Teachers**

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

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

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

**ARTICLE XVIII - SAVINGS CLAUSE**

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

**ARTICLE XIX - REQUIREMENT OF TAYLOR LAW**

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

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

Signed this 17th day of September, 2004.

OSWEGO CLASSROOM TEACHERS  
ASSOCIATION

By:  
Donna G. O. Kuhn .....  
Association, President

By:  
Brian J. Haessig  
Oswego Classroom Teachers  
Association, 2<sup>nd</sup> Vice President

OSWEGO CITY SCHOOL DISTRICT

By:  
Michael A. Maroun  
Interim Superintendent of Schools

**APPENDIX "A"**

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

**Addendum A**

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

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

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

**Riders:**

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

**Additional Riders:**

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

External Appeals Endorsement (EX-12)

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