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NEGOTIATED AGREEMENT **TA/5876**

BETWEEN THE

SUPERINTENDENT OF SCHOOLS

OF THE

OSWEGO CITY SCHOOL DISTRICT

AND

THE OSWEGO CLASSROOM TEACHERS ASSOCIATION

FOR THE SCHOOL YEARS

1999-2000

2000-2001

2001-2002

2002-2003

2003-2004

**RECEIVED 12/22/05**

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## **RECOGNITION OF THE OSWEGO CLASSROOM TEACHERS ASSOCIATION**

The City of Oswego Board of Education, having determined that the Oswego Classroom Teachers Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel including substitutes (those whose services are required for a period in excess of thirty (30) days in the same assignment) except the Chief Executive Officer, Assistant Superintendents and Administrators, hereby recognizes the Oswego Classroom Teachers Association as the exclusive negotiation agent for the teachers in such unit. Such recognition shall extend until one hundred and twenty days prior to the end of the 2004 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, 1999, unless otherwise indicated. The agreement is made between the Superintendent and the Oswego Classroom Teachers Association and shall extend through June 30, 2004.

### **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.

B. The District and the OCTA also recognize the importance of stimulating responsible participation by the professional staff in recommending governing policy, and accordingly agree herein upon a consultative procedure to inform and guide the District in exercising its responsibilities for continuing supervision and ultimate decision. The Association recognizes that the District retains the right and authority to manage the business of the District, including but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to hire, layoff, assign and promote employees; to determine the number of teaching and non-teaching staff; to make teaching assignments and determine class size; to determine the method of operation of the cafeteria; to establish bussing procedures and requirements; to determine whether or not to subcontract; to determine the number and duties of non-teaching personnel; to discontinue or consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this agreement. The Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the School District and its professional staff under governing law, rules and regulations - local, state or federal.

C. With respect to matters not covered in this Agreement, the District will consult and negotiate with the Association prior to making any changes in a policy or enacting a new policy which would normally be classified as within the area of salaries, or other terms or conditions of employment. Nothing in the foregoing shall be deemed to require the District to consult or negotiate with the Association on matters which are held by the appropriate authority to be exclusively for determination by the appropriate legislative body.

D. The District and the OCTA accept the provisions of this agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.

- E. Subject to the provisions of the Fair Employment Act and all other applicable laws, the District agrees not to negotiate with any Teachers organizations other than the OCTA for the duration of this agreement, except that if the OCTA pursuant to law shall lose its representative status, this agreement shall become null, void and of no effect.
- F. The negotiating teams of each party shall not exceed fourteen (14) in number inclusive of observers. Neither party in any negotiation shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Board of Education and the OCTA, the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations, subject to final ratification of the OCTA and the Board. Such ratification will not be sought by either party until agreement has been reached on final, formal language for all parts of the contract. Should final, formal language not be reached within five (5) business days of tentative agreement, the parties shall proceed to ratification.
- G. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect for the duration of this Agreement until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them; the parties accordingly will, if they mutually agree, cooperate in arranging meetings, selecting representatives for discussion, furnishing legally permissible necessary information, and otherwise constructively considering and resolving any such matters.
- H. Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changed pre-existing policy, rules or regulations of the Board shall operate retroactively unless expressly so stated, but nothing in this Agreement would permit establishing policy by other than the Board of Education.
- I. Copies of this Agreement shall be printed at the expense of the Board and provided to all teachers now employed or hereafter employed by the Board within a reasonable time. In addition, the Board will provide the OCTA with forty (40) copies of each newly negotiated OCTA Agreement for its own use and will be responsible for providing newly hired teachers with a copy of the current agreement.
- J. No member of the OCTA shall cause, instigate, encourage or condone a strike.
- K. Requests for meetings (other than those dealing with contract negotiations) shall be directed by the President of the OCTA, in writing, stating the subject to be discussed to the Superintendent and the Board of Education of The City School District of Oswego. Within ten days of the receipt of such request, Sundays, legal and school holidays excepted, the chief legal officer shall schedule a meeting with the Board of Education. The Superintendent shall notify the President of the OCTA of the meeting with the Board of Education or its representatives to be held within ten days of receipt of request.

## ARTICLE II - GRIEVANCE PROCEDURE

### A. Statement of Policy

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

### B. Definitions

1. Professional employee shall mean a person whose position requires certification by the State Education Department.
2. Representative shall mean a person designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement or existing Board policies relating to salaries, hours and working conditions of the teachers, except that the term

"grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or rules or regulation having the force or effect of law or (2) the Board is without authority to act.

C. General Principles

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

D. Procedures

1. .... First S  
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 1999-2000 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 1998-1999 school year shall receive a \$1,400 increase above their 1998-1999 salary for the 1999-2000 school year. The increase shall be exclusive of any horizontal movement.
2. Any teacher employed at the beginning of the 1999-2000 school year shall be minimally placed on step 3 of the appropriate salary column.

B. Teacher Salary Schedule 2000-2001 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 1999-2000 school year shall receive a \$1,400 increase above their 1999-2000 salary for the 2000-2001 school year. The increase shall be exclusive of any horizontal movement.
2. Any teacher employed at the beginning of the 2000-2001 school year shall be minimally placed on step 3 of the appropriate salary column.

C. Teacher Salary Schedule 2001-2002 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 2000-2001 school year shall receive a \$1,400 increase above their 2000-2001 salary for the 2001-2002 school year. The increase shall be exclusive of any horizontal movement.
2. Any teacher employed at the beginning of the 2001-2002 school year shall be minimally placed on step 3 of the appropriate salary column.

D. Teacher Salary Schedule 2002-2003 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 2001-2002 school year shall receive a \$1,400 increase above their 2001-2002 salary for the 2002-2003 school year. The increase shall be exclusive of any horizontal movement.
2. Any teacher employed at the beginning of the 2002-2003 school year shall be minimally placed on step 3 of the appropriate salary column.

E. Teacher Salary Schedule 2003-2004 School Year

1. Those bargaining unit members at the top step or above of their respective salary schedule columns during the 2002-2003 school year shall receive a \$1,400 increase above their 2002-2003 salary for the 2003-2004 school year. The increase shall be exclusive of any horizontal movement.
2. Any teacher employed at the beginning of the 2003-2004 school year shall be minimally placed on step 3 of the appropriate salary column.

F. Longevity Salary Credit

1. Beginning with the 16<sup>th</sup> year through the completion of the 20<sup>th</sup> year of credited teaching service, teachers shall receive, in addition to their annual salaries, a \$350 longevity salary credit in each school year from July 1, 2002. Credited teaching service will be as verified by the New York State Teachers' Retirement System. This longevity salary credit shall be effective July 1, 2002 and all negotiating unit members as of that date who have completed the requisite fifteen (15) years of service shall be granted the \$350 salary credit upon application.
2. Beginning with the 21<sup>st</sup> year through the completion of the 25<sup>th</sup> year of credited teaching service, teachers shall receive, in addition to their annual salaries, a \$500 longevity salary credit in each school year beginning July 1, 1999. Credited teaching service will be as verified by the New York State Teachers' Retirement System.
3. Beginning with the 26<sup>th</sup> year of credited teaching service, teachers shall receive, in addition to their annual salaries, a \$625 longevity salary credit in each school year beginning July 1, 1999. 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.

**1999-2000**

STEP	BS	BS+3	BS+6	BS+9	BS+12	BS+15	BS+18	BS+21	BS+24	BS+27	BS
3	37232	37570	37904	38240	38583	38917	39252	39588	39930	40268	40
4	37682	38020	38354	38690	39033	39367	39702	40038	40380	40718	41
5	38133	38472	38804	39141	39485	39818	40152	40489	40831	41168	41
6	38606	38946	39278	39614	39957	40291	40626	40961	41304	41642	41
7	39100	39440	39774	40109	40453	40787	41121	41458	41800	42137	42
8	39621	39962	40292	40630	40972	41306	41642	41977	42319	42658	42
9	40191	40531	40861	41199	41541	41877	42212	42548	42891	43226	43
10	40815	41152	41485	41823	42166	42501	42835	43168	43512	43848	44
11	41498	41835	42170	42509	42847	43184	43518	43856	44196	44532	44
12	42244	42583	42919	43258	43592	43930	44268	44603	44944	45280	45
13	42993	43329	43666	44003	44342	44678	45017	45351	45689	46028	46
14											47

STEP	BS+33	BS+36	BS+39	BS+42	BS+45	BS+48	BS+51	BS+54	BS+57	BS+60	BS
3	40954	41282	41615	41952	42286	42630	42967	43299	43638	43972	44
4	41404	41732	42065	42402	42736	43080	43417	43749	44088	44422	44
5	41855	42182	42515	42852	43187	43530	43867	44201	44540	44873	45
6	42327	42656	42988	43325	43660	44003	44350	44674	45013	45347	45
7	42824	43151	43484	43820	44155	44499	44836	45168	45507	45842	46
8	43343	43668	44004	44350	44676	45019	45356	45687	46028	46363	46
9	43914	44238	44574	44911	45246	45588	45923	46259	46595	46931	47
10	44539	44864	45199	45531	45869	46209	46548	46883	47218	47556	47
11	45214	45545	45881	46216	46552	46893	47230	47565	47905	48239	48
12	45954	46294	46626	46964	47301	47643	47978	48316	48652	48990	49
13	46701	47039	47375	47711	48050	48387	48723	49062	49397	49734	50
14	47509	47854	48190	48528	48867	49201	49539	49878	50212	50551	50

STEP	BS+66	BS+69	BS+72	BS+75	BS+78	BS+81	BS+84	BS+87	BS+90
3	44648	44984	45322	45659	45996	46334	46669	47007	47345
4	45098	45434	45772	46109	46446	46784	47119	47457	47795
5	45551	45886	46222	46559	46897	47234	47570	47908	48247
6	46023	46359	46695	47032	47370	47707	48043	48381	48719
7	46517	46855	47189	47528	47867	48202	48539	48876	49214
8	47039	47374	47710	48048	48385	48723	49059	49396	49734
9	47606	47942	48280	48617	48954	49293	49628	49966	50305
10	48229	48568	48903	49244	49580	49914	50252	50590	50927
11	48916	49250	49590	49926	50262	50602	50937	51276	51612
12	49663	50003	50337	50675	51014	51350	51689	52023	52361
13	50410	50747	51085	51420	51759	52096	52434	52770	53108
14	51226	51564	51898	52238	52573	52911	53250	53585	53924

**2000-2001**

STEP	BS	BS+3	BS+6	BS+9	BS+12	BS+15	BS+18	BS+21	BS+24	BS+27	BS
3	38182	38520	38854	39190	39533	39867	40202	40538	40880	41218	41
4	38632	38970	39304	39640	39983	40317	40652	40988	41330	41668	42
5	39082	39420	39754	40090	40433	40767	41102	41438	41780	42118	42
6	39533	39872	40204	40541	40885	41218	41552	41889	42231	42568	42
7	40006	40346	40678	41014	41357	41691	42026	42361	42704	43042	43
8	40500	40840	41174	41509	41853	42187	42521	42858	43200	43537	43
9	41021	41362	41692	42030	42372	42706	43042	43377	43719	44058	44
10	41591	41931	42261	42599	42941	43277	43612	43948	44291	44626	44
11	42215	42552	42885	43223	43566	43901	44235	44568	44912	45248	45
12	42898	43235	43570	43909	44247	44584	44918	45256	45596	45932	46
13	43644	43983	44319	44658	44992	45330	45668	46003	46344	46680	47
14											47

STEP	BS+33	BS+36	BS+39	BS+42	BS+45	BS+48	BS+51	BS+54	BS+57	BS+60	BS
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3	41904	42232	42565	42902	43236	43580	43917	44249	44588	44922	45255
4	42354	42682	43015	43352	43686	44030	44367	44699	45038	45372	45705
5	42804	43132	43465	43802	44136	44480	44817	45149	45488	45822	46155
6	43255	43582	43915	44252	44587	44930	45267	45601	45940	46273	46606
7	43727	44056	44388	44725	45060	45403	45750	46074	46413	46747	47080
8	44224	44551	44884	45220	45555	45899	46236	46568	46907	47242	47575
9	44743	45068	45404	45750	46076	46419	46756	47087	47428	47763	48096
10	45314	45638	45974	46311	46646	46988	47323	47659	47995	48331	48666
11	45939	46264	46599	46931	47269	47609	47948	48283	48618	48956	49291
12	46614	46945	47281	47616	47952	48293	48630	48965	49305	49639	49973
13	47354	47694	48026	48364	48701	49043	49378	49716	50052	50390	50727
14	48101	48439	48775	49111	49450	49787	50123	50462	50797	51134	51471
<b>STEP</b>	<b>BS+66</b>	<b>BS+69</b>	<b>BS+72</b>	<b>BS+75</b>	<b>BS+78</b>	<b>BS+81</b>	<b>BS+84</b>	<b>BS+87</b>	<b>BS+90</b>		
3	45598	45934	46272	46609	46946	47284	47619	47957	48295		
4	46048	46384	46722	47059	47396	47734	48069	48407	48745		
5	46498	46834	47172	47509	47846	48184	48519	48857	49195		
6	46951	47286	47622	47959	48297	48634	48970	49308	49647		
7	47423	47759	48095	48432	48770	49107	49443	49781	50119		
8	47917	48255	48589	48928	49267	49602	49939	50276	50614		
9	48439	48774	49110	49448	49785	50123	50459	50796	51134		
10	49006	49342	49680	50017	50354	50693	51028	51366	51705		
11	49629	49968	50303	50644	50980	51314	51652	51990	52327		
12	50316	50650	50990	51326	51662	52002	52337	52676	53012		
13	51063	51403	51737	52075	52414	52750	53089	53423	53761		
14	51810	52147	52485	52820	53159	53496	53834	54170	54508		

### 2001-2002

<b>STEP</b>	<b>BS</b>	<b>BS+3</b>	<b>BS+6</b>	<b>BS+9</b>	<b>BS+12</b>	<b>BS+15</b>	<b>BS+18</b>	<b>BS+21</b>	<b>BS+24</b>	<b>BS+27</b>	<b>BS+30</b>
3	39132	39470	39804	40140	40483	40817	41152	41488	41830	42168	42505
4	39582	39920	40254	40590	40933	41267	41602	41938	42280	42618	42955
5	40032	40370	40704	41040	41383	41717	42052	42388	42730	43068	43405
6	40482	40820	41154	41490	41833	42167	42502	42838	43180	43518	43855
7	40933	41272	41604	41941	42285	42618	42952	43289	43631	43968	44305
8	41406	41746	42078	42414	42757	43091	43426	43761	44104	44442	44780
9	41900	42240	42574	42909	43253	43587	43921	44258	44600	44937	45275
10	42421	42762	43092	43430	43772	44106	44442	44777	45119	45458	45795
11	42991	43331	43661	43999	44341	44677	45012	45348	45691	46026	46361
12	43615	43952	44285	44623	44966	45301	45635	45968	46312	46648	46983
13	44298	44635	44970	45309	45647	45984	46318	46656	46996	47332	47667
14											
<b>STEP</b>	<b>BS+33</b>	<b>BS+36</b>	<b>BS+39</b>	<b>BS+42</b>	<b>BS+45</b>	<b>BS+48</b>	<b>BS+51</b>	<b>BS+54</b>	<b>BS+57</b>	<b>BS+60</b>	<b>BS+63</b>
3	42854	43182	43515	43852	44186	44530	44867	45199	45538	45872	46205
4	43304	43632	43965	44302	44636	44980	45317	45649	45988	46322	46655
5	43754	44082	44415	44752	45086	45430	45767	46099	46438	46772	47105
6	44204	44532	44865	45202	45536	45880	46217	46549	46888	47222	47555
7	44655	44982	45315	45652	45987	46330	46667	47001	47340	47673	48006
8	45127	45456	45788	46125	46460	46803	47150	47474	47813	48147	48480
9	45624	45951	46284	46620	46955	47299	47636	47968	48307	48642	48975
10	46143	46468	46804	47150	47476	47819	48156	48487	48828	49163	49498
11	46714	47038	47374	47711	48046	48388	48723	49059	49395	49731	50066
12	47339	47664	47999	48331	48669	49009	49348	49683	50018	50356	50691
13	48014	48345	48681	49016	49352	49693	50030	50365	50705	51039	51373
14	48754	49094	49426	49764	50101	50443	50778	51116	51452	51790	52127
<b>STEP</b>	<b>BS+66</b>	<b>BS+69</b>	<b>BS+72</b>	<b>BS+75</b>	<b>BS+78</b>	<b>BS+81</b>	<b>BS+84</b>	<b>BS+87</b>	<b>BS+90</b>		
3	46548	46884	47222	47559	47896	48234	48569	48907	49245		
4	46998	47334	47672	48009	48346	48684	49019	49357	49695		
5	47448	47784	48122	48459	48796	49134	49469	49807	50145		
6	47898	48234	48572	48909	49246	49584	49919	50257	50595		
7	48351	48686	49022	49359	49697	50034	50370	50708	51047		
8	48823	49159	49495	49832	50170	50507	50843	51181	51519		
9	49317	49655	49989	50328	50667	51002	51339	51676	52014		
10	49839	50174	50510	50848	51185	51523	51859	52196	52534		
11	50406	50742	51080	51417	51754	52093	52428	52766	53105		
12	51029	51368	51703	52044	52380	52714	53052	53390	53727		
13	51716	52050	52390	52726	53062	53402	53737	54076	54412		
14	52463	52803	53137	53475	53814	54150	54489	54823	55161		

### 2002-2003

<b>STEP</b>	<b>BS</b>	<b>BS+3</b>	<b>BS+6</b>	<b>BS+9</b>	<b>BS+12</b>	<b>BS+15</b>	<b>BS+18</b>	<b>BS+21</b>	<b>BS+24</b>	<b>BS+27</b>	<b>BS+30</b>
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3	40082	40420	40754	41090	41433	41767	42102	42438	42780	43118	43456
4	40532	40870	41204	41540	41883	42217	42552	42888	43230	43568	43906
5	40982	41320	41654	41990	42333	42667	43002	43338	43680	44018	44356
6	41432	41770	42104	42440	42783	43117	43452	43788	44130	44468	44806
7	41882	42220	42554	42890	43233	43567	43902	44238	44580	44918	45256
8	42333	42672	43004	43341	43685	44018	44352	44689	45031	45368	45706
9	42806	43146	43478	43814	44157	44491	44826	45161	45504	45842	46180
10	43300	43640	43974	44309	44653	44987	45321	45658	46000	46337	46674
11	43821	44162	44492	44830	45172	45506	45842	46177	46519	46858	47197
12	44391	44731	45061	45399	45741	46077	46412	46748	47091	47426	47761
13	45015	45352	45685	46023	46366	46701	47035	47368	47712	48048	48383
14											

STEP	BS+33	BS+36	BS+39	BS+42	BS+45	BS+48	BS+51	BS+54	BS+57	BS+60	BS+63
3	43804	44132	44465	44802	45136	45480	45817	46149	46488	46822	47156
4	44254	44582	44915	45252	45586	45930	46267	46599	46938	47272	47606
5	44704	45032	45365	45702	46036	46380	46717	47049	47388	47722	48056
6	45154	45482	45815	46152	46486	46830	47167	47499	47838	48172	48506
7	45604	45932	46265	46602	46936	47280	47617	47949	48288	48622	48956
8	46055	46382	46715	47052	47387	47730	48067	48401	48740	49073	49406
9	46527	46856	47188	47525	47860	48203	48550	48874	49213	49547	49880
10	47024	47351	47684	48020	48355	48699	49036	49368	49707	50042	50376
11	47543	47868	48204	48550	48876	49219	49556	49887	50228	50563	50897
12	48114	48438	48774	49111	49446	49788	50123	50459	50795	51131	51466
13	48739	49064	49399	49731	50069	50409	50748	51083	51418	51756	52090
14	49414	49745	50081	50416	50752	51093	51430	51765	52105	52439	52772

STEP	BS+66	BS+69	BS+72	BS+75	BS+78	BS+81	BS+84	BS+87	BS+90	BS+93	BS+96
3	47498	47834	48172	48509	48846	49184	49519	49857	50195	50532	50870
4	47948	48284	48622	48959	49296	49634	49969	50307	50645	50982	51320
5	48398	48734	49072	49409	49746	50084	50419	50757	51095	51432	51770
6	48848	49184	49522	49859	50196	50534	50869	51207	51545	51882	52220
7	49298	49634	49972	50309	50646	50984	51319	51657	51995	52332	52670
8	49751	50086	50422	50759	51097	51434	51770	52108	52447	52784	53122
9	50223	50559	50895	51232	51570	51907	52243	52581	52919	53256	53594
10	50717	51055	51389	51728	52067	52402	52739	53076	53414	53751	54089
11	51239	51574	51910	52248	52585	52923	53259	53596	53934	54271	54609
12	51806	52142	52480	52817	53154	53493	53828	54166	54505	54842	55180
13	52429	52768	53103	53444	53780	54114	54452	54790	55127	55464	55802
14	53116	53450	53790	54126	54462	54802	55137	55476	55812	56148	56484

**2003-2004**

STEP	BS	BS+3	BS+6	BS+9	BS+12	BS+15	BS+18	BS+21	BS+24	BS+27	BS+30
3	41032	41370	41704	42040	42383	42717	43052	43388	43730	44068	44406
4	41482	41820	42154	42490	42833	43167	43502	43838	44180	44518	44856
5	41932	42270	42604	42940	43283	43617	43952	44288	44630	44968	45306
6	42382	42720	43054	43390	43733	44067	44402	44738	45080	45418	45756
7	42832	43170	43504	43840	44183	44517	44852	45188	45530	45868	46206
8	43282	43620	43954	44290	44633	44967	45302	45638	45980	46318	46656
9	43733	44072	44404	44741	45085	45418	45752	46089	46431	46768	47106
10	44206	44546	44878	45214	45557	45891	46226	46561	46904	47242	47580
11	44700	45040	45374	45709	46053	46387	46721	47058	47400	47737	48074
12	45221	45562	45892	46230	46572	46906	47242	47577	47919	48258	48597
13	45791	46131	46461	46799	47141	47477	47812	48148	48491	48826	49161
14											

STEP	BS+33	BS+36	BS+39	BS+42	BS+45	BS+48	BS+51	BS+54	BS+57	BS+60	BS+63
3	44754	45082	45415	45752	46086	46430	46767	47099	47438	47772	48106
4	45204	45532	45865	46202	46536	46880	47217	47549	47888	48222	48556
5	45654	45982	46315	46652	46986	47330	47667	47999	48338	48672	49006
6	46104	46432	46765	47102	47436	47780	48117	48449	48788	49122	49456
7	46554	46882	47215	47552	47886	48230	48567	48899	49238	49572	49906
8	47004	47332	47665	48002	48336	48680	49017	49349	49688	50022	50356
9	47455	47782	48115	48452	48787	49130	49467	49801	50140	50473	50806
10	47927	48256	48588	48925	49260	49603	49950	50274	50613	50947	51280
11	48424	48751	49084	49420	49755	50099	50436	50768	51107	51442	51776
12	48943	49268	49604	49950	50276	50619	50956	51287	51628	51963	52297
13	49514	49838	50174	50511	50846	51188	51523	51859	52195	52531	52866
14	50139	50464	50799	51131	51469	51809	52148	52483	52818	53156	53494

STEP	BS+66	BS+69	BS+72	BS+75	BS+78	BS+81	BS+84	BS+87	BS+90	BS+93	BS+96
3	48448	48784	49122	49459	49796	50134	50469	50807	51145	51482	51820
4	48898	49234	49572	49909	50246	50584	50919	51257	51595	51932	52270
5	49348	49684	50022	50359	50696	51034	51369	51707	52045	52382	52720

6	49798	50134	50472	50809	51146	51484	51819	52157	52495
7	50248	50584	50922	51259	51596	51934	52269	52607	52945
8	50698	51034	51372	51709	52046	52384	52719	53057	53395
9	51151	51486	51822	52159	52497	52834	53170	53508	53847
10	51623	51959	52295	52632	52970	53307	53643	53981	54319
11	52117	52455	52789	53128	53467	53802	54139	54476	54814
12	52639	52974	53310	53648	53985	54323	54659	54996	55334
13	53206	53542	53880	54217	54554	54893	55228	55566	55905
14	53829	54168	54503	54844	55180	55514	55852	56190	56527

**DENTAL HYGIENISTS SALARY SCHEDULE**

STEP	1999-2004
1	\$27,117
2	27,594
3	28,092
4	28,617
5	29,168
6	29,770
7	30,427
8	31,152
9	31,940
10	32,806
11	33,747
12	34,781

Those Dental Hygienists on top step or off step will receive salary increases the same as provided for regular faculty members.

**PROFESSIONAL EMPLOYEES – OSWEGO CITY LIBRARY**

**LIBRARIAN TRAINEE**

STEP	1999-2004
1	\$34,196
2	34,679
3	35,185
4	35,713
5	36,271
6	36,880
7	37,549

**JUNIOR LIBRARIAN**

STEP	1999-2004
1	\$39,328
2	39,810
3	40,317
4	40,847
5	41,404
6	42,014
7	42,683
8	43,415

**\*SENIOR LIBRARIAN**

STEP	1999-2004
1	\$39,567
2	40,051
3	40,556
4	41,087



5.....	41,646
6.....	42,254
7.....	42,919
8.....	43,652

\* For additional responsibilities, the Senior Librarian shall receive a stipend of \$2,131 per year.

For 1999-2004, those city librarians who are off-step or at top step will have their salaries determined in the same manner as provided for all bargaining unit members.

Should any vacancies occur in the position of School Librarian in the Oswego City School District, professional employees of the Oswego City Library covered by the Agreement shall be given first priority in filling such vacancies. Upon filling such vacancy, the librarian shall be placed on his/her appropriate step of the Teachers' Salary Schedule.

VACATION SCHEDULE - OSWEGO CITY LIBRARIANS

- 12 Days During the 1<sup>st</sup> Year of Service
- 13 Days During the 2<sup>nd</sup> Year of Service
- 14 Days During the 3<sup>rd</sup> Year of Service
- 15 Days During the 4<sup>th</sup> Year of Service
- 16 Days During the 5<sup>th</sup> Year of Service
- 17 Days During the 6<sup>th</sup> Year of Service
- 18 Days During the 7<sup>th</sup> Year of Service
- 19 Days During the 8<sup>th</sup> Year of Service
- 20 Days During the 9<sup>th</sup> Year of Service

G. SALARIES - SUMMER PROGRAMS

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

5. SALARY SCHEDULE - SUMMER PROGRAMS

SALARY PER COURSE

STEP	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	YEARS TEACHING IN OSWEGO
	(to be cont'd during summer of 1999)	(to be cont'd during summer of 2000)	(to be cont'd during summer of 2001)	(to be cont'd during summer of 2002)	(to be cont'd during summer of 2003)	
1	\$1789	\$1789	\$1789	\$1789	\$1789	0-3
2	2059	2059	2059	2059	2059	4-6
3	2335	2335	2335	2335	2335	7-9
4	2608	2608	2608	2608	2608	10+

6. For the summers of 2002 and 2003, 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.

#### H. COACHING SALARIES 1999-2004 SCHOOL YEARS

1. Group A salaries shall continue at \$4400 for the 1999-2000 and 2000-2001 school years. For the 2001-2002 school year the Group A salary shall be \$4532. For the 2002-2003 school year the Group A salary shall be \$4668. For the 2003-2004 school year the Group A salary shall be \$4808. 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**

	1999-01	2001-02	2002-03	2003-04	
<u><b>SPORT</b></u>					
<u><b>FOOTBALL</b></u>					
Varsity Head.....	4400	4532	4668	4808	
Varsity Assistant (2).....	3740	3852	3968	4087	
Junior Varsity Head.....	3740	3852	3968	4087	
Junior Varsity Assistant.....	3540	3626	3734	3846	
Frosh Modified Head.....	3410	3512	3618	3726	
Frosh Modified Assistant .....	3080	3172	3268	3366	
Modified Head.....	3410	3512	3618	3726	
Modified Assistant (2).....	3080	3172	3268	3366	
 <u><b>SOCCER-BOYS</b></u>					
Varsity Head.....	3520	3626	3734	3846	
Junior Varsity Head.....	2992	3082	3174	3269	Modified Head (2)
.....	2728	2810	2894	2981	
 <u><b>CROSS COUNTRY-BOYS/GIRLS</b></u>					
Girls Varsity Head.....	3520	3626	3734	3846	
Boys Varsity Head.....	3520	3626	3734	3846	
Mod. Boys/Girls Head.....	2728	2810	2894	2981	
1999-01    2001-02    2002-03    2003-04					
<u><b>SPORT</b></u>					
<u><b>VOLLEYBALL - BOYS</b></u>					
Varsity Head.....	3520	3626	3734	3846	
Junior Varsity Head.....	2992	3082	3174	3269	
 <u><b>SOCCER - GIRLS</b></u>					
Varsity Head.....	3520	3626	3734	3846	
Junior Varsity Head.....	2992	3082	3174	3269	
Modified Head (2).....	2728	2810	2894	2981	

GYMNASTICS

Varsity Head.....	3520	3626	3734	3846
Varsity Assistant.....	2992	3082	3174	3269
Modified Head.....	2728	2810	2894	2981

TENNIS - GIRLS

Varsity Head.....	2860	2946	3034	3125
Junior Varsity Head.....	2431	2504	2579	2656

SWIM - GIRLS

Varsity Head.....	3520	3626	3734	3846
Varsity Assistant.....	2992	3082	3174	3269
Modified Head.....	2728	2810	2894	2981
Modified Assistant .....	2464	2538	2614	2692

CHEERLEADING

Varsity - Fall.....	3520	3626	3734	3846
Varsity - Winter.....	4400	4532	4668	4808
Jr. Varsity - Fall.....	2728	2810	2894	2981
Jr. Varsity - Winter.....	3410	3512	3618	3726

BASKETBALL-BOYS

Varsity Head.....	4400	4532	4668	4808
Junior Varsity Head.....	3740	3852	3968	4087
Frosh Modified Head.....	3410	3512	3618	3726
Modified Head (2).....	3410	3512	3618	3726

WRESTLING

Varsity Head.....	4400	4532	4668	4808
Junior Varsity Head.....	3740	3852	3968	4087
Modified Head.....	3410	3512	3618	3726

1999-01    2001-02    2002-03    2003-04

SPORT

SWIM - BOYS

Varsity Head.....	4400	4532	4668	4808
Varsity Assistant.....	3740	3652	3968	4087
Modified Head.....	3410	3512	3618	3726

HOCKEY - BOYS & GIRLS

Varsity Head.....	4400	4532	4668	4808
Varsity Assistant.....	3740	3852	3968	4087

INDOOR TRACK

Boys Varsity Head .....	4400	4532	4668	4808
Girls Varsity Head.....	4400	4532	4668	4808

BOWLING - BOYS/GIRLS

Varsity Head.....	1100	1133	1167	1202
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BASKETBALL - GIRLS

Varsity Head.....	4400	4532	4668	4808
Junior Varsity Head.....	3740	3852	3968	4087
Modified Head (2).....	2728	2810	2894	2981

VOLLEYBALL - GIRLS

Varsity Head.....	4400	4532	4668	4808
Junior Varsity Head.....	3740	3852	3968	4087
Modified Head.....	2728	2810	2894	2981

BASEBALL

Varsity Head.....	3520	3626	3734	3846
Junior Varsity Head.....	2992	3082	3174	3269
Frosh Modified Head.....	2728	2810	2894	2981
Modified Head.....	2728	2810	2894	2981

LACROSSE - BOYS

Varsity Head.....	3520	3626	3734	3846
Varsity Assistant.....	2992	3082	3174	3269
Junior Varsity Head.....	2992	3082	3174	3269
Junior Varsity Assistant.....	2816	2900	2987	3077
Modified Head.....	2728	2810	2894	2981
Modified Assistant .....	2464	2538	2614	2692

1999-01    2001-02    2002-03    2003-04

SPORT

TRACK-BOYS

Varsity Head.....	3520	3626	3734	3846
Varsity Assistant.....	2992	3082	3174	3269
Modified Head.....	2728	2810	2894	2981
Modified Assistant .....	2464	2538	2614	2692

GOLF-BOYS

Varsity Head.....	2860	2946	3034	3125
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TENNIS - BOYS

Varsity Head.....	2860	2946	3034	3125
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SOFTBALL

Varsity Head.....	3520	3626	3734	3846
Junior Varsity Head.....	2992	3082	3174	3269
Modified Head.....	2728	2810	2894	2981

TRACK - GIRLS

Varsity Head.....	3520	3626	3734	3846
Varsity Assistant.....	2992	3082	3174	3269
Modified Head.....	2728	2810	2894	2981
Modified Assistant .....	2464	2538	2614	2692

LACROSSE - GIRLS

Varsity Head.....	3520	3626	3734	3846
Varsity Assistant.....	2992	3082	3174	3269
Junior Varsity Head.....	2992	3082	3174	3269
Junior Varsity Assistant.....	2816	2900	2987	3077
Modified Head.....	2728	2810	2894	2981
Modified Assistant .....	2464	2538	2614	2692

INTRAMURALS

5 Days.....	898	925	953	981
4 Days.....	761	784	807	832
3 Days.....	625	644	663	683
2 Days.....	489	504	519	534

1 Day .....366 ..... 377 ..... 388 ..... 400

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.

I. EXTRA-COMPENSATORY, CO-CURRICULAR SALARIES

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

	1999-01	2001-02	2002-03	2003-04	
<b><u>OSWEGO HIGH SCHOOL</u></b>					
Treasurer.....	2799	2883	2969	3059	
Auditor .....	2799	2883	2969	3059	
Director of Student Activities.....	1652	1702	1753	1805	
Advisor to the Student Council .....	1652	1702	1753	1805	
Class Advisor: .....	Senior	2368	2439	2512	2588
Junior/Senior Assistant	1035	1066	1098	1131	
Junior.....	1569	1616	1665	1714	
Sophomore .....	537	553	570	587	
Freshman.....	537	553	570	587	
Co-Advisor - Yearbook (2) .....	1969	2028	2089	2152	
Advisor - Student Paper.....	1569	1616	1665	1714	
Assistant Advisor-Student Paper .....	537	553	570	587	
Ticket Seller-All Athletic Events .....	2368	2439	2512	2588	
Assoc. Director-Symphonic Band .....	3105	3198	3294	3393	
Assoc. Director-Jazz Band .....	612	630	649	669	
Assoc. Director-Concert Band.....	3199	3295	3394	3496	
Assoc. Director-Marching Band.....	518	534	550	566	
Choral Director.....	3717	3829	3943	4062	
String Program Director .....	2368	2439	2512	2588	
Drama Coach .....	1516	1561	1608	1657	
Ticket Takers.....	31	32	33	34	
Bus Chaperones.....	537	553	570	587	
Clubs: A.C.E. Aids Club for Education	537	553	570	587	
Art.....	537	553	570	587	
Baseball .....	537	553	570	587	
Business Bucs .....	537	553	570	587	
Chess.....	537	553	570	587	
Computer .....	537	553	570	587	
Critical Issues .....	537	553	570	587	
Environmental Science .....	537	553	570	587	
Football/Wrestling .....	537	553	570	587	
Foreign Student.....	537	553	570	587	
French .....	537	553	570	587	
Future Homemakers.....	537	553	570	587	
German .....	537	553	570	587	
Latin.....	537	553	570	587	
Library .....	537	553	570	587	
Mathematics.....	537	553	570	587	

Model Aircraft .....	537	553	570	587
National Honor .....	537	553	570	587
Sailing Club-Advisor .....	537	553	570	587
Sailing Club-Asst. Advisor .....	537	553	570	587
Science.....	537	553	570	587
Science Olympiad.....	537	553	570	587
Soccer .....	537	553	570	587
Science.....	537	553	570	587
Spanish.....	537	553	570	587
Students Against Drunk Driving .....	537	553	570	587
T.V.....	537	553	570	587
Travel.....	537	553	570	587
W.B.U.C. ....	1969	2028	2089	2152
Wrestling .....	537	553	570	587
Ski Club (Per Trip) .....	204	210	216	223

**OSWEGO MIDDLE SCHOOL**

Asst. to Prin. - Student Activities .....	2474	2548	2625	2703	
Asst to Prin. -Textbooks & Audio Visual.....	2300	2369	2440		2513
Auditor .....	2288	2357	2427	2500	
Treasurer.....	2288	2357	2427	2500	
Team Leaders .....	2804	2888	2975	3064	
Clubs:Art .....	537	553	570	587	
BAA.....	537	553	570	587	
Bike.....	537	553	570	587	
Chess.....	537	553	570	587	
Computer .....	537	553	570	587	
Computer - Grade 8 .....	537	553	570	587	
Cross Country Ski.....	537	553	570	587	
Downhill Ski.....	537	553	570	587	
Drama .....	537	553	570	587	
F.U.N. ....	537	553	570	587	
G.A.A.....	537	553	570	587	
Library .....	537	553	570	587	
Mathematics.....	537	553	570	587	
Photography.....	537	553	570	587	
Science.....	537	553	570	587	
S.A.D.D. ....	537	553	570	587	
Sailing Club .....	537	553	570	587	
Technology .....	537	553	570	587	
Yearbook .....	537	553	570	587	
Band Director - Grade 7 .....	2368	2439	2512	2588	
Band Director - Grade 8 .....	2368	2439	2512	2588	
Choral Director - Grade 7.....	2368	2439	2512	2588	
Choral Director - Grade 8.....	2368	2439	2512	2588	
String Program Director .....	2368	2439	2512	2588	

**ELEMENTARY**

Bus Supervisor .....	2023	2084	2146	2211	
Computer Club Advisor-Beginning... ..	537	553	570	587	
Computer Club Advisor-Advanced... ..	537	553	570	587	
Elementary Band .....	1359	1400	1442	1485	
Elementary Chorus .....	1359	1400	1442	1485	
Elementary String Program .....	1359	1400	1442	1485	
Intermediate Team Leader.....	1912	1969	2028	2089	
Primary Team Leader .....	1912	1969	2028	2089	

Young Astronaut Club Advisor..... 537 ..... 553 ..... 570 ..... 587

J. After School Day Credit Bearing Courses - shall be compensated at the rate of \$23.00 per hour during school years 1999-2000, 2000-2001, 2001-2002, 2002-2003 and 2003-2004.

K. 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 per year 1999-2004
21 or more	50	2	\$5,670
16 to 20	50	2	4,938
11 to 15	70	3	4,192
6 to 10	70	3	3,452
1 to 5	90	4	2,709

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

L. Guidance Counselors and Psychologists  
Stipend per year, 1999-2004 \$2,500

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

N. Salary Credit for Up to 90 Hours  
Undergraduate and graduate salary credit shall be granted for each three (3) hours of Board of Education approved and properly verified courses. The unit employee shall specify in the applicable form whether the course is a graduate or undergraduate course.

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

Salary Credit for Over 90 Hours

Undergraduate and graduate salary credit shall be granted for hours in excess of 90 upon receiving advanced approval by the Superintendent of Schools and submission of verified proof of satisfactory completion of such course. Only courses that are reasonably related to the teacher's current teaching assignment\* will be approved. Payment for such hours shall be at the rate \$320.00 per three hour block.

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

O. Master's Degree, Certificate of Advanced Studies and Doctorate Salary Credit  
For an earned Master's Degree \$780.00 shall be added to the scheduled salary.

For a Certificate of Advanced Studies (CAS) \$468.00 shall be added to the scheduled salary.

For a Doctorate in Philosophy or in Education \$2,339.00 shall be added to the scheduled salary.



P. Library Science Salary Credit

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

Q. Inservice Salary Credit

Effective March 1, 2002, unit members shall receive a one time, lump sum payment of \$300 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.

R. Military Service Salary Credit

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

Eleven months or less - no credit

Twelve through twenty-three months - one step credit

More than twenty-three months - two steps credit

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

S. Adult Education Salary

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

T. Salary Schedule Related Items

1. Teachers without certification, currently in an employment status with the School District, who fail to pursue study leading to certification, shall receive neither increments, step advancement, nor promotion credit toward completion of the probationary period for tenure.

2. All employees covered by this Collective Bargaining Agreement who have worked (a) at least one (1) semester, or more, or (b) the time equivalent to one (1) semester, or more, in continuous service in the same position, or (c) in excess of a total of ninety-five (95) school days in any given school year, and who are eligible for step/incremental movement shall be entitled to one step/incremental movement on the appropriate salary schedule.

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

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

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

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

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

(b) i. Grant one year's credit for every year, or major fraction thereof, of verified experience outside of the Oswego City School District. Said verified experience shall be determined by the cumulative total of each year, and major fraction thereof (example: 1 year, 4 months and 1 year, 5 months cumulatively totals 2 years; 9 months, which equates to 3 years experience and places the teacher on Step 4).

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

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

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

U. Other Duties

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

V. Continuing Education Requirements (Effective July 1, 1997)

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

1. If the teacher is paid for less than 90 hours, by taking any course fulfilling the requirements set forth in Article VI. Section N above; OR
2. If the teacher is paid for more than 90 or more hours, by taking any course fulfilling the requirements set forth in Article VI, Section N above; OR
3. Regardless of the number of paid hours, taking the equivalent of three (3) credit hours of inservice training sponsored and authorized by the Board of Education; OR
4. Regardless of the number of paid hours, taking the equivalent of three (3) credit hours of inservice training offered by a state approved Teacher Center, a BOCES, NYSUT, or any other appropriate agency provided such course(s) is reasonably related to the teacher's current teaching assignment; OR
5. Any combination of numbers 1-4 above.  
A teacher will not be required to take three (3) hours of academic or inservice course work every three (3) years if:
  - (a) The teacher is actually teaching an inservice program sponsored and authorized by the Board of Education; OR
  - (b) For each of the three (3) years the teacher is actually coaching two (2) or more sports or supervising year long co-curricular activities; OR
  - (c) No meaningful courses are offered during the three year period; OR
  - (d) There are other extenuating circumstances, including child care needs, which prevent such participation.

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

**ARTICLE VII - LIAISON COMMITTEES**

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

A. Teacher-Building Principal Liaison Committee

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

B. Teacher-Chief School Administrator Liaison Committee

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

C. Teacher-Board of Education Liaison Committee

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

D. Purpose and Functions of the Committee

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

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

## ARTICLE VIII - CONDITIONS OF EMPLOYMENT

A. Teaching Load and Class Size

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

B. Work Day and Work Year

The District and the OCTA recognize and agree that the professional employees' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course and which will be fairly and evenly

maintained to the extent possible throughout the school system. The professional employees recognize and acknowledge their professional responsibility for assisting students outside of normal class hours, for meeting the professional requirements of their positions, and for participating in the activities deemed necessary for the development and maintenance of a positive educational experience, and excellence in the school program. The District and the OCTA encourage the professional staff to provide remedial and/or additional instruction where needed and appropriate. The foregoing amongst other things shall be considered examples of professional duties of the school. Therefore, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and beyond contract requirements as aforesaid, the following schedules are hereby adopted.

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

C. After/Before School Meetings

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

D. Miscellaneous

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

(b) Unless otherwise agreed upon between the individual teacher and his/her supervising administrator, in accordance with the procedures set forth in Appendix A (which procedures shall not be subject to the provisions of the grievance procedure), effective July 1, 1989, each teacher at the high school who presently has a planning/preparation period each day shall, over the course of each six (6) day cycle, have three (3) additional periods out of each cycle designated for individual planning/preparation. The three (3) other additional periods out of each cycle shall be designated by the High School Principal for undertaking appropriate professional activities. Such professional activities shall include, but not be limited to, needed remediation with small groups of students within the teacher's area(s) of competence; inter- or intra-departmental planning; long range planning; review of budget and program considerations including possible equipment purchases; curriculum review; freshman orientation; etc. Such activities shall not include teaching additional classes.

2. All other secondary school teachers shall, in addition to their lunch period, have at least one preparation period each day, during which they shall-not be assigned to any other duties.
3. (a) Each teacher in the elementary school, in addition to the duty-free lunch period, will have a duty-free uninterrupted planning period of at least forty (40) minutes per day. On religious education days, unit members may be provided fewer than forty (40) but no less than thirty (30) minutes for this purpose. Kindergarten teachers may also be provided fewer than forty (40) (but no less than thirty (30)) minutes for this purpose. It is understood and agreed, however, kindergarten teachers and their respective building principals shall meet prior to the close of each school year to review, discuss and attempt to resolve this issue for the next school year. Should the District implement a full day kindergarten program, kindergarten teachers shall be provided the same duty-free uninterrupted planning period of at least forty (40)

minutes per day provided other elementary teachers. It is further understood and agreed in certain circumstances some providers of special education services may choose to utilize less than forty (40) minutes. Should federal or state mandates make it difficult to provide forty (40) minutes, the parties (including the teacher(s) and principal(s) involved) shall meet promptly to review, discuss and attempt to mutually agree upon a solution.

(b) Elementary or Special Education teachers who team teach will be entitled to one common team planning period per day which shall not in any way be an additional planning period.

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

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 restrooms.
  - (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:

- (a) The maximum number of "dock" days a teacher may take prior to or after a holiday or vacation period shall be two (2) days.
- (b) No teacher may use "dock" days for the same holiday or vacation period in two (2) consecutive years.
- (c) 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.
- (d) 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.
- (e) The restrictive numbers in 3 and 4 above shall not include teachers who use personal leave in and around holiday or vacation periods.
- (f) "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 shall 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 10th day of May, 2002.

OSWEGO CLASSROOM TEACHERS ASSOCIATION

By:

Donna G. O. Kuhn..... Oswego Classroom Teachers Association

By:

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

OSWEGO CITY SCHOOL DISTRICT

By:

Kenneth W. Eastwood, Ed.D.  
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-l.b.

**Addendum A**

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

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

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

**Riders:**

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

**Additional Riders:**

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

**External Appeals Endorsement (EX-12)**

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