

AGREEMENT

BETWEEN

THE SUPERINTENDENT OF SCHOOLS

OF THE

CANANDAIGUA CITY SCHOOL DISTRICT

AND THE

CANANDAIGUA TEACHERS' ASSOCIATION

2009 – 2010

2010 – 2011

2011 – 2012

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AGREEMENT made by and between the SUPERINTENDENT OF SCHOOLS OF THE CANANDAIGUA CITY SCHOOL DISTRICT; hereinafter referred to as the SUPERINTENDENT, and the CANANDAIGUA TEACHERS' ASSOCIATION of Canandaigua, New York, hereinafter referred to as the ASSOCIATION:

I. RECOGNITION

The Canandaigua City School District hereby recognizes the Canandaigua Teachers' Association as the exclusive negotiating representative for all certified instructional personnel employed by the District including Teaching Assistants, Registered Nurses, Certified Occupational Therapist Assistants, Occupational and Physical Therapists, long-term substitutes hired on step for a semester or more but excluding Principals, Assistant Principals, Directors, Assistant Directors, Assistant Superintendents, Business Official, Teachers on Special Assignments fulfilling administrative internships, retired teachers hired as substitutes, and other casual and temporary employees.

II. TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2009, and shall continue in force and effect through June 30, 2012.

III. NOTIFICATION

The Association agrees to notify the District by June 30, of the Association officers for the coming school year. The Association will immediately notify the District of any changes in leadership during the school year.

IV. DISTRIBUTION OF AGREEMENT

The administration will determine the total amount of cost for the preparation of the copies of the agreement to be distributed to staff along with the additional 40 copies for the Association and 60 copies for use by the District. The cost will be equally shared by both groups. The administration will distribute the contract to staff members new to the District at time of hire.

V. SAVINGS CLAUSE

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

VI. EFFECT ON FUTURE CHANGES

Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Superintendent will notify the Association in writing that the Board is considering such a change. The Association will then have the right to negotiate such items with the Superintendent, provided that it files such a request with the Superintendent within 10 working days after receipt of said notice.

VII. DEFINITIONS

For purposes of this Agreement, the term "Primary/Elementary teacher" shall refer to all teachers grades Pre-K-5. The term "Middle School teacher" shall refer to all teachers grades 6-8. The term "Academy teacher" shall refer to all teachers grades 9-12. It is recognized that grade 6 teachers, by certification status, continue to be Elementary teachers; and where their status differs from other Middle School teachers, this will be so noted in this contract.

VIII. WORK YEAR

- A. Each of the 2009-2010, 2010-2011 and 2011-2012 calendar years shall consist of 186 days.
- B. Calendars will be developed by the Board of Education with input and suggestions from the Association.

C. *Parent Conference Days*

The District and the Association encourage teachers to establish close working relations with parents. To that end, the District will support parent conferences in the following ways:

1. Afternoon conferences with half-day release time
2. Evening conferences with half-day release time
3. Conferences by appointment with compensation outside the school day (evenings, Saturdays, holidays)
4. Conferences during the school day by mutual agreement with coverage
5. Other methods of conferencing as approved by the Superintendent

When conferences are coupled with half-day release time, children will be dismissed by 12:00 Noon. Request for half-days for conference purposes will be submitted to the Superintendent by April 1 of the preceding year. **Conference days could be scheduled specific to building or grade levels.** The Superintendent may approve up to three half-day conference days in the fall and in the spring.

Participation in conference opportunities other than those referenced in subparagraph C (2 & 3) is optional. When teachers do participate, they will be compensated at the professional rate. Teachers should attempt to schedule five conferences per two-hour period. Teachers shall receive no less than one full hour of compensation if they return to school for a scheduled conference.

When such days are scheduled, the School District will ensure that the teachers have access to the Main Office which will be staffed.

Teachers desiring to be compensated for evening conferences shall submit a request to the Building Principal in advance. The Principal will approve the request if the building is open and secure and the request is for multiple initial conferences. The Principal may approve conference compensation for other conferences at his/her discretion. Multiple evening conferences (three or more conferences) will be reimbursed if scheduled to begin by or after 4:00 p.m.

Secondary teachers and/or teams of teachers may submit requests for compensated conferences to the Building Principal. Half-day release time for students 7-12 may be approved by the Superintendent of Schools in consultation with CTA President.

D. *Superintendents' Conference Days*

At least one (1) Superintendent's Conference Day per year may be planned and implemented by building faculties. The date chosen for the Conference Day will be District-wide. The Conference must meet the State Education Department regulations for a Superintendent's Conference Day. Other release time may be provided for staff development planning purposes with the approval of the Superintendent of Schools.

E. In the event that emergency conditions force the closing of schools and instructional days are thereby reduced to fewer than 181 days, the Canandaigua Teachers' Association and the Superintendent shall participate in setting the specific dates to be used for instruction in order to bring the total up to 181 days.

F. In the event the District meets the State's 180-day requirement at least two (2) days before the last day of school, the last two (2) days of school may be half-days for the Primary, Elementary, and Middle School students at the discretion of the Superintendent.

G. All the work listed on the checklist for teachers by the appropriate principal shall be completed by the final day of the Regents Examination period.

IX. WORK DAY

A. The work day for teachers shall be 7 hours and 30 minutes in length and shall not commence prior to 7:25 A.M. and shall not end after 3:30 P.M.

B. Subject to Article VI (Effect on Future Changes), the Superintendent shall have the right to change the work day in the various schools provided the number of working hours for teachers is not increased. In addition, a building principal may, with the consent of the individual teacher, adjust beginning and ending times for that individual teacher, but in no case, may the total number of hours be increased over those set forth above.

C. Notwithstanding, the foregoing, teachers may work beyond the regular school day in order to work with students who require assistance or to meet with parents. It is further understood that the hours established above do not preclude the scheduling of faculty meetings. General meetings called by the principal (faculty, department, grade-level, staff development) shall begin as soon as possible after the students are dismissed from school. The 6-12 faculty meetings will be limited to a maximum duration of one and one-half hours and will not exceed two per month. K-5 faculty

meetings will occur five (5) times at the end of the workday after students are dismissed for a maximum duration of one hour. One (1) additional K-5 faculty meeting can be scheduled each month, 8-8:30 a.m.

- D. Teachers shall not be assigned teaching, supervisory or chaperone duties outside the regular school hours except on a voluntary basis or if such duties are a part of a co-curricular assignment which an individual teacher has accepted.

X. WORKING CONDITIONS

- A. Professional staff members covered by this agreement shall have a desk and file cabinet assigned for professional use.
- B. Each professional staff member covered by this agreement shall be entitled to an unassigned/duty-free lunch period of at least 30 minutes. The Primary School classroom teacher lunch period shall be at least 35 minutes.
- C. Teachers may leave the school building during unassigned time with the permission of the building principal. It is understood that permission will be freely granted so long as the building principal is satisfied that enough teachers remain on the school premises to meet the contingency of any unforeseen emergency.
- D. Elementary/Primary teachers, including grade six, will be entitled to at least 280 unassigned minutes per full week to be used for work related to their professional employment for the Canandaigua City School District. Within the 280 minutes, a minimum block of 30 minutes per day shall be provided for each classroom teacher during the student instructional day. Non-classroom teachers (i.e. related-service providers and special area teachers) will be provided a 30-minute block of unassigned time between the hours of 8:35-3:20. This thirty (30) minute block of time shall be in addition to a thirty (30) minute lunch break. In addition, non-classroom teachers will receive a minimum block of 15 minutes within the student instructional day. Teachers who travel between buildings will receive an extra fifteen (15) minutes per day of unassigned time to allow for traveling. Supervisory duties scheduled for K-5 non-classroom teachers will be assigned on a rotating basis whenever possible.
- E. When students are attending lunch/recess, the District will provide each K-2 classroom teacher coverage for lunch plus twenty (20) minutes of planning and each 3-5 classroom teacher coverage for lunch plus fifteen (15) minutes of planning. It is understood that weather and other unforeseen situations may require the classroom teacher to supervise recess from time to time or cancellation of recess. Schedules/procedures for implementation of this release time shall be developed jointly by the Association and administration.
- F. Each teacher in the Middle School and Academy will be entitled to at least 40 unassigned minutes [per full school day] within the student instructional day to be used for work related to their professional employment for the Canandaigua City School District.
- G. In addition, within the scheduled student day in the Middle School, "team teachers" shall be provided a common 40 minute per day team planning period.

- H. Professional staff members covered by this agreement shall not be expected to assume substitute teacher duties except in an emergency and only with the staff member's consent.
- I. In each building, faculty lunch areas will be provided.
- J. In each building, one phone, in a semi-private location, will be designated for use by professional staff members. Staff members or the Association will pay all costs related to personal or Association business telephone use.
- K. Recognizing the space limitations in each of the buildings, effort will be made to provide appropriate space for teachers during planning periods.
- L. Professional staff members will be allowed the use of copiers where available, for school business purposes, provided that the staff members adhere to reasonable guidelines established for their use. Staff members may have personal items copied at a cost of \$.10 per page.
- M. While serving on jury duty, employees will receive their regular pay for the day, but are required to return to the school District the money that is paid by the court, except for expense money received. Employees excused from jury duty for a day are expected to report to work on that day. Money paid by the court for jury duty on non-school days shall be retained by the employee.
- N. With prior approval by the Building Principal, teachers with Regents/IB/SUPA foreign language classes will receive the following release time to administer the oral portion of the exam:
 1. 1-2 Regents/IB/SUPA classes – One half-day (.5) release
 2. 3-5 Regents/IB/SUPA classes – One full-day release
- O. With prior approval by the Building Principal, unit members who have primary responsibility for writing IEP's will receive the following release time to complete the IEP's:
 1. Responsible for 1-10 IEP's – zero (0) days
 2. Responsible for 11-15 IEP's – one half-day (.5)
 3. Responsible for 16 or more IEP's – one full-day

XI. WORK LOAD

- A. The normal working day for grades 7 and 8 will be no more than 280 minutes of student contact time. This includes five (5) instructional periods, a student supervisory assignment and a homeroom/advisor-advisee assignment. Teachers may be assigned a sixth instructional period in lieu of the student supervisory assignment. Teachers traveling between buildings will not be assigned a student supervisory duty.
- B. The normal working day for grades 9 through 12 will include five (5) instructional periods, a student supervisory assignment and a homeroom. Teachers may be assigned a sixth instructional period in lieu of the student supervisory assignment. Teachers traveling between buildings will not be assigned a student supervisory duty.
- C. No more than three (3) teachers in a given academic department, per building, will be required to have six instructional periods. The assignment of the sixth instructional period will be on a voluntary basis and will be for one year at a time. If no one volunteers, the department supervisor and the administration will assign the sixth instructional period for the current year and, if possible,

rotate the assignment the following year. In the event that, within a given academic department, more than three teachers are asked to teach a sixth class, the Association and District will meet to negotiate the impact of that assignment.

- D. It is agreed that in academic departments which have multi-certification areas, specifically foreign language, no more than two (2) teachers in a given certification area shall be required to have six instructional periods. This allows more than three teachers department-wide to have a sixth instructional period.
- E. Physical education, music, remedial subjects, special education subjects, and other subjects that are not taught in the traditional Carnegie units are excluded from subsection C of this article.
- F. It is not the intent of this Article to reduce present department size. It is also not the intent of this Article to reduce workload of current staff members.
- G. All part-time teachers (grades 6-12) shall be assigned as follows:

- .2 One period of instruction per day or one full day per week. No assigned supervisory responsibilities.
- .4 Two periods of instruction per day or two full days per week. No assigned supervisory responsibilities.
- .5 Three periods of instruction per day or three full days per week. No assigned supervisory responsibilities.
- .65 Three periods of instruction per day or three full days per week. One supervisory responsibility per day.
- .85 Four periods of instruction per day or four full days per week. One supervisory responsibility per day.

- H. All part-time teachers (grades K-5) shall be assigned as follows:

- .5 At least 3.5 hrs. including a half-hour lunch
- .65 At least 4.5 hrs. including a half-hour lunch
- .85 At least 6 hrs. including a half-hour lunch

Anything less than 3 hours of work per day will be paid at the professional rate.

I. ***Job Sharing.***

Upon the recommendation of the Superintendent, the Board of Education may approve job share requirements based upon two guiding principles:

- A. there shall be no detrimental effects on students and/or programs, and
- B. the District shall incur no additional expenses.

- 1. Job sharing shall be defined as two (2) unit members sharing one (1) full time position. Job sharing assignments shall be filled by unit members who have agreed to work together under a mutually developed plan.
- 2. Job sharing positions may be available to unit members who have indicated, to the Superintendent in writing by March 1, the desire to share a position.

3. Job sharers shall submit a written description of job sharing arrangements to the building principal for approval. Responsibilities of a shared assignment must be specified in the plan designed by the job sharers. This plan shall include, but not be limited to, all professional duties, attendance at meetings, parent conferences, etc. The decision to make specific classroom assignments rests with the building principal.
4. Job sharing assignments shall have a duration of one year. By March 1, job sharers must notify the personnel department in writing of their intent to continue or discontinue the job sharing assignment for the following September.
5. Unit members sharing a position shall receive salary prorated according to the time each works.
6. Medical and dental benefits will be granted to the job sharers on a prorated basis according to the time each teacher works.
7. Unit members shall retain full seniority earned prior to becoming a job sharer. Additional seniority or time toward tenure shall not accrue during the time served as a shared teacher.
8. At the end of the school year, job sharers will resume their full-time positions with all rights and privileges afforded to full-time teachers.

XII. CLASS SIZE

- A. The District agrees to meet the following general guidelines for class sizes: Pre-K – 18 or less; grade K -- 23 pupils per class; grade 1 -- 24 pupils per class; grades 2-6, 25 pupils per class; secondary subjects 137 pupils per day. The operational date for these class sizes is the second Monday of September. Although these class size limits are listed it is the intent of the District to meet the following class size goals: K – less than 20; grade 1 – 20 or less; grades 2-6, no more than 22 per class.
- B. If class sizes exceed these guidelines, the District and the Association agree to meet to negotiate the impact. If the District intends to assign a class load in excess of these guidelines, it will make every effort to consult with the teacher prior to assignment and to notify the Association. It is understood that in certain special area subjects (such as music, physical education and short term special projects) these guidelines are not appropriate and do not apply.

XIII. VACANCIES, TRANSFER AND CHANGE OF ASSIGNMENTS

- A. Vacancies will be posted in each school building no later than 15 days prior to the closing date for submission of applications.
- B. Notification of a vacancy arising during the summer months will be sent to any unit members who have expressed interest in the available position on or before June 30.
- C. Unit members desiring to change grade, subject or building assignments, shall file a letter of interest with the appropriate building administrators and send a copy to the personnel department. When a vacancy exists, such voluntary requests will be given high priority if the applicant meets the requirements of the position and if the proposed change of assignment would not conflict with the instructional requirements of the District.
- D. Unit members returning in September will receive written notification of tentative assignments for the ensuing school year by June 30 of the current school year. Changes in subject area and/or grade

level assignment will be made only after consultation between the principal and the teacher to be affected. If the teacher objects to the proposed change, the change will not be made until the affected teacher has had a reasonable opportunity to discuss any feasible alternatives to the change with the principal. Changes will be made prior to August 15 whenever possible. Nothing in this Article shall be interpreted as a waiver of any benefits provided under the Education Law.

- E. Transfers shall not be made for the purpose of discrimination against or discipline of any unit member.
- F. All things being equal, specifically educational preparation, experience, performance and the recommendation of a peer screening committee, preference shall be given on the basis of seniority for promotion, transfer, or filling of vacancies. Seniority for the purposes of this Article shall be defined as the relative length of continuous service to the District within the bargaining unit.

XIV. TEACHER EVALUATION

- A. All classroom observations shall be conducted openly. Clinical observations will include a pre-observation conference, a written evaluation of the observation, and a post-observation conference to be scheduled within one week of the observation when reasonably possible.
- B. ***Probationary Teachers***
Each probationary teacher will have a minimum of three administrative clinical observations per year, at least one by the building principal.

A goal setting conference with the building principal will be held prior to October 1 each year. The first observation will be made before December 15.

A mid year conference will be held before March 1.

The end-of-year conference and recommendation of employment status will be made prior to June 1, with goal setting for the upcoming year done at this time. The formal written evaluation will be reviewed jointly before the end of the school year.

- C. ***Tenured Teachers***
Tenured teachers will be evaluated over a thirteen-month period, beginning with a goal setting conference. Each teacher along with a building administrator will determine the evaluation model to be used for the cycle. The evaluation model used may be the traditional clinical observation model or one of the various self-directed models available (ex. peer review panel, portfolio development, rubrics/authentic assessment, etc.). The cycle will conclude with a conference and subsequent formal written evaluation, both to occur no later than 60 days past the cycle's final month. Goals for the next cycle will be set at that time.
- D. Teachers have the right to append observation and evaluation forms with their own remarks concerning the written evaluation or the procedures used to conduct the evaluation and the right to further administrative and/or peer observations.

E. ***Redress Procedure***

Teachers who disagree with the observation and/or evaluation procedures may invoke the following redress procedure:

1. The teacher may submit a letter to the Superintendent with a copy to the Canandaigua Teachers' Association President asking to convene a redress committee.
2. Within five (5) business days of receipt of this request:
 - a. The Canandaigua Teachers' Association President shall appoint a teacher to serve on the committee. This teacher may not be from the same building or curriculum area as the complainant.
 - b. The Superintendent shall appoint an administrator to serve on the committee. This administrator may not be in the same building as the complainant.
3. Within ten (10) business days of the initial request, the appointed teacher and administrator shall meet to select a third member who shall serve as chair of the committee. Only the members of the committee shall know the full make-up of the committee.
4. Within ten (10) business days of the initial request, the administration and Canandaigua Teachers' Association shall submit all documents for the committee to use in their deliberations.
5. Within fifteen (15) business days of the initial request, the committee shall meet to discuss the issues and determine if oral presentations are necessary to make their determination. (An additional five-day period would be added only if oral presentations are required.)
6. Within twenty (20) business days of the initial request, the redress committee shall issue a report of the findings and make recommendation(s) for action (if any) to the superintendent, with copies to the teacher, the teacher's personnel file, and the Canandaigua Teachers' Association President.
7. The Superintendent shall make a final determination within five (5) days of receipt of the committee report.
8. The outcome of the process may include:
 - a. removal or revision of the inaccurate or misleading statements and/or
 - b. addition of the redress committee report and/or
 - c. other remedies that may be determined by the Superintendent.

F. Professional staff members of the Canandaigua City School District shall have the right, upon reasonable request, to review the contents of their personnel files excluding pre-employment confidential references and to make copies of any materials therein. Professional staff members shall have the right to attach a response to any materials in their file. If, at any time, any material is added to a professional file, the teacher will be notified in writing at the time of its insertion.

G. During the 2009-2010 school year, the District and Association will review the Growth Through Assessment evaluation process. Once the review is complete, the District and Association will make revisions as needed to the contract.

XV. ABSENCES AND LEAVES

A. *Sick Leave*

1. Professional staff members shall be granted sixteen (16) paid leave days per year for use as set forth in this Article. Annual paid leave days not used may accumulate to a total of 190 days.
2. The current school year's paid leave days may be used for personal sickness or physical disability or when the unit member is required to provide care due to the illness of a family member of the same household. Should extraordinary circumstances develop concerning the illness, operation, accident, or emergency in the immediate family, the Superintendent may grant the unit member use of up to twenty percent (20%) of that member's accumulated leave days for use due to the extraordinary circumstances. Additional requests to the Superintendent may be made if the member needs additional days.
3. Should a professional staff member's total accumulated days exceed the maximum provided in Section A as of June 30 of any school year, that member shall receive credit for those days in excess of the maximum at a rate of \$20 per day. This credit will be applied to the member's Canandaigua Health Reimbursement Fund (see Article XX).
4. Professional staff members employed as summer school teachers for at least 20 days will be granted one (1) day of sick leave with pay per summer school session, accumulable to a maximum of five (5) days for use in the summer school program.

B. *Sick Leave Reserve*

1. The Board will make provision for a sick leave reserve to aid unit members who suffer prolonged illness and whose sick leave becomes exhausted during an extended period of illness. The intent of the sick reserve is to provide a safety net for those members who suffer a long term illness or injury. The reserve is not intended to provide salary continuity for short-term illness or injury nor is it intended to cover cosmetic or elective procedures. Wherever possible, the member shall schedule procedures or treatments during the summer or at other times that would minimize absence from work.
2. In order to be eligible to use the sick reserve, the member must be employed by the District for one year and must be suffering from a disabling illness or injury that prevents the member from performing the essential duties of the position.
3. Each unit member who chooses to participate will contribute one (1) sick day by filing a signed authorization statement with the personnel office within the month of September or within 30 days after effective date of employment. When the number of available days falls below 25, participants must re-contribute one (1) day to maintain membership. If the Reserve falls below 25 days, the Board will contribute 65 days. Unused days will carry over into the next school year.
4. Unit members may use sick leave reserve days upon the following terms and under the following conditions:
 - a. the unit member must be an employee of the District on active status;
 - b. the unit member must have contributed at least one (1) day of sick leave to the reserve and maintained membership by contributing each time the reserve fell below 25 days;

- c. the unit member must have exhausted his or her regular paid sick leave;
- d. the unit member must have been absent with a qualifying illness or injury for a number of consecutive days as determined by the following formula:

{40 days} minus {(Number of accumulated personal leave days as of the start of the school year September 1) **plus** (ten divided by the number of years service).}

- e. the unit member must submit verification of the medical condition by the physician subject to the approval of the supervising school physician;
 - f. if recurrence of the same illness requires additional absence, the requirement under 4d will be waived and the unit member may be eligible for additional days but not to exceed the maximum of 90 school days allowed per school year.
5. If the calculation of the formula described above in paragraph 4d results in a unit member being left with a number of days without pay, and those days without pay would prove to be an extreme hardship for that unit member, the President of the Association may petition the Superintendent of Schools to reduce the waiting period to one-half the required number of consecutive days with the salary calculated and spread over the duration of the absence.
 6. There will be a limit of 90 days per unit member per school year under this article. The total cumulative use any employee may make of the reserve is 180 days.
 7. A committee consisting of the Association President or his/her designee from each employee unit and the District Administrative designee shall administer the reserve. The committee shall review requests and make recommendations to the Superintendent for the use of sick leave reserve. The final decision for granting of sick leave allowance from the sick leave reserve rests with the Superintendent of Schools.
 8. This article is not subject to grievance.

C. Bereavement Leave

1. Up to three (3) days with pay will be allowed for each death in the immediate family. For the purposes of this section immediate family shall mean husband, wife, child and any other member of the same household, father, mother, brothers, sisters, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law and brother-in-law.
2. In the event of a death of a close personal acquaintance not in the immediate family, a unit member may request up to three days of leave with pay. That request will be considered jointly by the Superintendent of Schools and the President of the CTA.

D. Personal and Professional Leave

1. *Personal Day*: Of the days referenced in sub section A1., up to three (3) days per year may be used for the purpose of transacting or attending to personal, legal, business or family matters which require absence during the school hours. The parties to this agreement recognize that the purpose of this leave is not for personal convenience or pleasure. Except in emergencies, the professional staff members shall give their immediate supervisor notice of their intention to take such leave at least two (2) school days prior to the day they propose to be absent. Use of these days shall be limited to a maximum of four (4) unit members per day in each school building unless increased at the discretion of the Superintendent or designee.

The unit member requesting a personal day immediately before or after a vacation period will need to give a reason to the Principal. The Principal will then determine if the request falls under appropriate guidelines for approval. If not, the request will not be approved.

2. *Professional Day.* At the request of any teacher and upon the approval of the administration, one day may be used for staff development, curriculum writing or other appropriate professional use.
3. *Conferences, Visitations, Legal Requests.* Professional staff members shall be entitled to the following absences with pay:
 - a. visiting other schools or attending meetings or educational conferences with the approval of the Superintendent or designee;
 - b. appearances in any legal proceeding connected with the school system or for the performance of jury duty or because the teacher has been subpoenaed in a legal matter in which he/she is not personally involved. A teacher taking such leave shall reimburse the District for any fees received as a juror or witness (see Article X.M.)
4. *Religious Observance.* Professional staff members shall be entitled up to three (3) days with pay for religious observance days for those whose religion prohibits their working on such days.

E. ***Unpaid Leave Of Absence***

A leave of absence [up to two (2) years] without pay may be granted at the discretion of the Board of Education to professional staff members. While on unpaid leave, the teacher shall not accrue paid leave time, nor be able to use accrued paid leave time, nor qualify for the District paid credit to the Canandaigua Health Reimbursement Fund. (See Article XX).

F. ***Child Rearing Leave***

1. Any unit member, upon request, shall be granted an unpaid leave of absence for child rearing purposes. This leave shall be for a period of up to one year from the time when the pregnancy-related physical disability ends or when a teacher receives a child placed for adoption.
2. One additional year of unpaid leave for the purposes of child rearing may be requested and may be granted at the discretion of the Board of Education.
3. A written request for child rearing leave or an extension of such a leave shall be submitted to the Superintendent as soon as is reasonable under all of the circumstances, but in no case, later than ninety (90) days prior to the anticipated commencement of the leave, in order to afford the District the greatest opportunity to retain a qualified substitute teacher.
4. In the event a unit member on child rearing leave changes permanent residence beyond commuting distance from the District, the Board of Education reserves the right to cancel the leave.
5. Unit members requesting early termination of a child rearing leave in advance of the date specified in the Board approval must notify the Superintendent in writing, at least sixty (60) days in advance. Such teachers shall be given priority consideration for reinstatement to any openings which exist at that time for which they are certified. Such teachers may displace their replacements at the beginning of a school semester or at other times at the discretion of the Superintendent or designee.

6. The time period spent on any unpaid leave of absence shall not be credited for advancement on the salary schedule nor toward completion of the probationary period.
7. During the term of this leave, except as permitted by the next paragraph of this Article, no professional staff member who has been granted such leave shall accept any other employment which exceeds twenty (20) hours per week during the regular work day as defined in Article IX (Work Day) of this Agreement, or the services of the teacher may be terminated by the Board of Education. No sick leave benefits will be paid while a teacher is on unpaid leave. The District shall not make any payment to the member's Canandaigua Health Reimbursement Plan during the unpaid leave.
8. A unit member on child rearing leave of absence shall not be denied the opportunity to substitute in the District solely by reason of the fact that the teacher is on such leave of absence.

G. *Adoption Leave*

For purposes of adoption, the Superintendent may grant the unit member use of twenty percent (20%) of that member's accumulated leave days. In extraordinary circumstances, the Superintendent and CTA President may agree to an additional number of days.

H. *Family Medical Leave Act (FMLA)*

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 where applicable. Benefits of the Family and Medical Leave Act will be applied if the contractual leave and benefits are less than the FMLA.

I. *Workers' Compensation*

A professional staff member who, due to an injury on the job is eligible for workers' compensation benefit payments for wages, may opt to: (1) receive directly the workers' compensation benefit payments and not utilize a paid leave of absence under Article XV, or (2) utilize a paid leave of absence under Article XV and apply the workers' compensation payments to restore the paid leave time equal in value to the workers' compensation payments. This choice will be made on a form provided by the District prior to commencement of the workers' compensation payments.

J. *Extensions of Leave*

The Superintendent may exercise discretion to extend the leaves accorded by this Agreement. Extensions may be with or without pay at the discretion of the Superintendent. Decisions of the Superintendent on leaves granted under this provision shall not be subject to grievance.

K. *General Conditions Applicable to Leaves of Absence*

A unit member returning from a leave of absence will be placed in a position which is the same or of equal status to the one which was held previous to the leave.

L. *Sabbatical Leave*

1. No more than one (1) professional staff member may be absent on sabbatical leave at any time.
2. Only those professional staff members who have completed seven (7) continuous and full years of professional service in the Canandaigua City School System shall be eligible for sabbatical leave and no professional staff member having been on sabbatical leave shall again be eligible

until he/she has completed seven (7) additional years of professional service in the District after return from such leave.

3. Any professional staff member who desires to apply for sabbatical leave shall submit his application by February 1 of the school year prior to the year for which the leave is requested. The application shall be submitted to the Superintendent in writing on such forms as the Superintendent may require.
4. In considering an application for sabbatical leave, the Superintendent will apply the following criteria: years of service of the applicant, availability of funds, type of research or study planned, educational value of proposed research or study to the Canandaigua City School District, relationship of proposal to professional growth of the applicant, urgency of proposed research or study, and availability of a competent and qualified substitute.
5. The Superintendent shall make his recommendation to the Board of Education which shall act thereon not later than the regular May meeting of the Canandaigua Board of Education following the submission of the application.
6. Professional staff members returning from sabbatical leave will be expected to return for a minimum of two (2) school years. Professional staff members who do not return will be required to pay 100% of the salary received during the sabbatical leave. Professional staff members returning for one year will be required to repay 50% of the salary received while on sabbatical leave.
7. When the sabbatical leave has been completed, the professional staff member shall submit a report of research or study for the professional staff and the Board in such form as shall be determined by the Superintendent.
8. Each professional staff member granted a sabbatical leave shall have the right to return to a position substantially equivalent to his former position or to the same position, if it is available and if seniority permits.
9. A professional staff member shall receive half salary while on sabbatical leave and full health insurance coverage, identical to the health insurance coverage the member would receive if currently employed at Canandaigua City School District.
10. Decisions of the Superintendent and Board of Education on sabbatical leave requests will not be subject to grievance.

XVI. SALARIES

A. *Teacher Salaries*

Step	2009-2010 Salary	2010-2011 Salary	2011-2012 Salary
1	37,950	38,950	39,770
2	38,874	39,550	40,450
3	39,602	40,511	41,075
4	40,278	41,268	42,070
5	41,161	42,371	42,855
6	41,916	43,182	44,000
7	42,689	44,077	44,845
8	43,592	44,884	45,775
9	44,619	45,837	46,610
10	46,084	46,869	47,600
11	47,579	48,009	48,675
12	48,675	49,750	49,855
13	49,992	50,983	51,665
14	51,476	52,551	52,945
15	53,333	54,066	54,575
16	54,740	55,580	56,150
17	56,138	57,059	57,720
18	57,594	58,466	59,255
19	58,946	59,980	60,715
20	60,740	61,386	62,290
21	63,106	63,550	63,750
22	64,562	65,712	66,000
23	66,382	67,226	68,240
24	68,410	69,119	69,815
25	69,950	71,228	71,780
26	72,166	73,231	73,970
27	74,026	75,122	76,050
28	75,794	77,069	78,015
29	77,666	78,908	80,035
30	80,400	80,950	81,945

B. *Prior Service Credit*

Any full-time tenured teacher hired on a step inconsistent with their prior years of service may apply to the personnel office or for reinstatement of their previous years of service. Criteria for reinstatement shall be:

1. A full-time probationary appointment in a school district. Experience in a private school district will be considered.
2. Experience in a tenure area different from which the teacher is currently working will be considered.
3. Documentation of such experience shall be demonstrated by a letter from the personnel office in which the teacher worked, signed by an appropriate administrator from the District.

4. The personnel office must receive documentation by January 1 in order for the teacher to receive credit the following September.

With appropriate documentation the teacher shall receive credit for:

1. All of the first five (5) years of prior service.
2. One-half of the previous years of service beyond the first five (5).

Step allocation will be determined as follows:

- a teacher receiving credit for previous service will advance one extra step each year until the appropriate credit is reached.

Examples:

1. Teacher has documented nine (9) years of service not credited upon hiring. After achieving tenure, the teacher shall begin “double stepping” and shall ultimately receive five (5) years of credit for the first five (5) years of uncredited service and two (2) years of credit for the remaining four (4) years of uncredited service. Therefore, this teacher will advance two steps each school year for the next seven (7) years.
2. Teacher has documented eight (8) years of service not credited upon hiring. After achieving tenure, the teacher shall begin “double stepping” and shall ultimately receive five (5) years of credit for the first five (5) years of uncredited service and one (1) year of credit for the remaining three (3) years of uncredited service. This teacher will advance two steps each school year for the next six (6) years.

C. *Graduate Credit Hours*

1. Teachers will receive \$45 per graduate credit hours (in blocks of three) for approved graduate credit hours as an add-to-base calculation up to a maximum of 78 hours. Graduate hours taken after July 1, 2006, that exceed 78 hours will also be paid. Payment for graduate hours shall be made twice a year in October and February. Official transcripts must be received by the HR Department on or before September 30 or January 31.
2. Prior approval of the Superintendent will be required for all graduate courses to be used for salary credit. Prior approval is waived for the first thirty (30) graduate hours if those courses meet both of the following criteria: 1) part of an approved course of study leading to a first master's degree and 2) will fulfill the requirements for the first permanent/professional certificate.
3. Teachers who complete the Assessment Learning Teams program and whose participation is verified by the Assistant Superintendent for Instruction shall be granted salary credit equivalent to three (3) graduate hours. Salary adjustments shall be made twice a year in October and February. Prior approval of the Superintendent shall be required for participation on an Assessment Learning Team to be used for salary credit.

D. *Master's Degree*

The salary differential for a master's degree will be \$700. The salary differential for a doctoral degree will be \$1,000.

E. ***In-service/Training Rate***

As of July 1, 2003, approved in-service training will be compensated with a one-time payment as follows:

2009-10	2010-11	2011-2012
\$21/hr. or \$120/day	\$22/hr. or \$125	\$23/hr. or \$130

Such activities shall be pre-approved by the District Council for Instructional Excellence and the Superintendent. The District retains the right to determine those in-service offerings that are reimbursed and those that are not.

Unit members presenting in-service training during the workday will be compensated one hour of the professional rate of preparation of time for preparing a minimum of three-hour in-service training course. Preparation time for subsequent presentations of in-service will be paid upon approval of the Assistant Superintendent of Instruction.

The rate for teachers participating in first year teacher orientation will be as follows:

2009-2010	2010-2011	2011-2012
\$90/day	\$90/day	\$90/day

F. ***Professional Rate***

Unit members will be paid at the following professional rate for after school teaching, parent conferences, Summer School, Summer Driver Education and instructing after-school in-service programs.

2009-2010	2010-2011	2011-2012
\$36/hr	\$36/hr	\$36/hr

G. ***Curriculum Writing Rate***

Unit members will be paid the following curriculum rate.

2009-2010	2010-2011	2011-2012
\$34/hr	\$34/hr	\$34/hr

H. ***Tutoring Rate***

Unit members will be paid \$29/hr. for providing home instruction services.

I. ***Ratios***

All ratio supplements are a percentage of current salary, not to exceed the top base step (Step 25).

J. Curriculum Area Lead Teacher (CALT)

Curriculum Area Lead teachers will not be assigned supervisory duties. CALTs in departments with eight (8) or more teachers will receive one (1) unassigned period per day; thirteen (13) or more will receive two (2) unassigned periods. The Building Principal may make further adjustments as needed. K-5 CALTs and the Coordinator of Nursing Services receive one-day release per month to complete tasks related to their responsibilities.

STIPEND SUPPLEMENT

Group A: Business 6-12, Library K-12, IB Coordinator

Group B: Technology 6-12, Foreign Language K-12, Social Studies K-5, Science K-5/Health K-5

Group C: Art K-12

Group D: Social Studies 6-12, Science 6-12, Music K-12, Counseling K-12, Gifted and Talented K-12, Coordinator of Nursing Services K-12

Group E: English 6-12, Math 6-12

	2009-2010	2010-2011	2011-2012
Group A	\$3,800	\$3,950	\$4,100
Group B	\$4,550	\$4,700	\$4,850
Group C	\$4,950	\$5,100	\$5,250
Group D	\$5,550	\$5,700	\$5,850
Group E	\$6,350	\$6,500	\$6,650

K. Middle School Team Leaders and Teacher Leaders K-5 STIPEND SUPPLEMENT

2009-2010	2010-2011	2011-2012
\$2,100	\$2,100	\$2,100

L. Department Liaison STIPEND SUPPLEMENT

2009-2010	2010-2011	2011-2012
\$1,000	\$1,000	\$1,000

M. Peer Mediator/Anger Management Advisor STIPEND SUPPLEMENT

2009-2010	2010-2011	2011-2012
\$1,800	\$1,800	\$1,800

N. Aquatics Director STIPEND SUPPLEMENT

2009-2010	2010-2011	2011-2012
\$3,350	\$3,350	\$3,350

For the life of the contract, no current Aquatics Director will make less than his or her current salary, but will not receive increases beyond what the new salary stipend would provide.

O. Other Pay Rates

1. Ticket Takers, Scorekeepers, and Timekeepers will be paid at the rate of \$39 per event for up to three (3) hours. Events that exceed three (3) hours will be paid at \$39 for the first three (3) hours and \$15 per hour thereafter.

2. Supervisors will be paid at the rate of \$50 per event for up to three (3) hours. Events that exceed three (3) hours will be paid at \$50 for the first three (3) hours and \$15 per hour thereafter.
3. Dance Chaperones will be paid at the rate of \$55 per dance.
4. As determined by the District, an individual will be paid to supervise students at an out-of-district music event (ex. Area All County, Area All State, etc.) The stipend to supervise a full-day event will be \$100; the stipend to supervise a half-day event will be \$50. Prior approval is needed. The CALT will make recommendations to the Building Principal.

P. *Travel Pay*

Teachers who are required to use their automobile to travel from building to building in the case of their teacher assignment shall be paid \$140 per year as reimbursement for expenses. Claims may be made in May for payments made in June.

Q. *Summer Employment*

1. Driver Education
 - a. The Supervisor of Driver Education will receive a stipend of \$900.
 - b. See Article XV, paragraph 4, for allowed sick time for summer driver education staff.
2. Summer School (District Program – Not BOCES)
 - a. The Supervisor of the K-5 Summer School program will receive a stipend of \$900.
 - b. Each professional staff member teaching in the Summer School program will be paid at the professional rate.
 - c. Each year that summer school is to be conducted by the District, professional staff members will be notified, by posting in each building, of the estimated number and type of positions required by the District to conduct the summer school. Such tentative notification will be distributed no later than May 1.
 - d. Selections of teachers for summer school positions shall be made in consultation with the summer school coordinator. All things being equal, professional staff members in the Canandaigua City School District who make application for positions as summer school employees will be accorded a priority according to seniority, which for the purposes of this Article shall be defined as relative length of continuous service to this school District within the bargaining unit.
 - e. It is understood that until the summer school enrollment is finalized, after the conclusion of the school year, no final summer school appointments or assignments can be made.

R. *Co-Curricular Salary Schedule:* See Appendix “A”

S. *Coaching Salary Schedule:* See Appendix “B”

T. *Adult Education Salary*

In the event that an Adult Education Program is reinstated in the District, the salary paid to unit members employed in Adult Education will be negotiated by the District and the Association.

U. *Mentors*

2009-2010	2010-2011	2011-2012
\$850	\$850	\$850

Teachers who mentor two individuals shall receive an additional stipend of \$425.

V. *IB Extended Essay*

Teachers who agree to mentor students for the IB extended essay will receive a stipend of \$125/student with whom they work with. It is understood that such work will be completed outside the school day and will involve approximately five (5) hours with the candidate over a two-year period and a report that the mentor would complete. The mentor would also attend a training session for this.

Upon completion of the agreed mentoring assignment, the stipend will be paid to the mentor at the aforementioned rate through the submission of a claim form approved by the Building Administrator, Principal or designee.

W. *National Certification*

Proper approval of the Superintendent will be required before beginning the certification process and the applicant must notify the District that he/she has submitted the written assessment portfolio to the National Board by March 31. Confirmation of achievement of National Board Certification is typically received in December and salary adjustments would then be made in February following certification.

Staff members who obtain National Board Certification from the National Board for Professional Teaching Standards will receive a salary differential of \$2,000 per year for each year of the ten (10) year certification period.

Unit members who have received certification or have registered on the Professional Development website with the intent to complete National Certification before September 2009 will receive a salary differential of \$3,000 per year for each year of the ten (10) year certification period.

XVII. COUNSELORS/PSYCHOLOGISTS

A. RATIO SALARY SUPPLEMENT

1. COUNSELOR: Counselors hired prior to 7/1/00 shall receive a ratio salary supplement as stated below. This supplement shall be included in the counselor's base contract salary amount and shall be paid over their 21 or 26 normal pay periods commencing with the 2008-2009 school year: (Please note, as stated below in B2, the amount paid for the days worked in the summer will be deducted from their entitled ratio salary supplemental). Beginning 2009-2010 the normal pay periods changed to 20 or 24.

Work Months Per Year	STEPS				
	1	2	3	4	5
10	1.03	1.04	1.05	1.06	1.07
10 1/2	1.08	1.09	1.10	1.11	1.12

If a counselor takes an unpaid leave of absence, the ratio salary supplemental will be pro-rated to the actual days worked for the year.

2. PSYCHOLOGIST: Psychologists shall receive a ratio salary supplement as stated below. This supplement shall be included in the psychologist's base contract salary amount and shall be paid over their 21 or 26 normal pay periods commencing with the 2008-2009 school year: (Please note, as stated below in B2, the amount paid for the days worked in the summer will be deducted from their entitled ratio salary supplemental). Beginning 2009-2010 the normal pay periods changed to 20 or 24.

Work Months Per Year	STEPS				
	1	2	3	4	5
10	1.042	1.063	1.084	1.105	1.126
10 1/2	1.092	1.113	1.134	1.155	1.176

If a psychologist takes an unpaid leave of absence, the ratio salary supplemental will be pro-rated to the actual days worked for the year.

B. SUMMER SCHEDULE

- Counselors and psychologists will work the following number of days between the close of school in June and the opening of school in September. Summer schedules will be made by February 15. Schedules will be reviewed and approved by building principals by April 15. The summer days are for the purpose of scheduled work versus conferences or training. Conference/training attendance does not count towards these scheduled days. No counselor hired after 7/1/00 will be required to work more than 5 days during the summer.

11-month	10.5-month	10-month
25 days	15 days	5 days

- All psychologists and counselors who receive a ratio salary supplement for summer work shall be paid 1/200 of their total entitlement (annual base salary plus ratio salary supplemental) for the required days worked between the close of school in June and the opening of school in September. This pay will be deducted from the total entitlement. A claim form for days

worked must be submitted for approval to the Building Principal and then sent to Payroll for processing.

3. Counselors hired after 7/1/00 shall be paid 1/200 of their annual rate for work performed during the summer.
 4. Provided that approval from administration has been granted, nothing in this agreement precludes counselors and psychologists from working additional days to those stated above provided.
 5. If counselors or psychologists are requested by administration to work and agree to work additional days to those stated above, they will be paid additional compensation at the rate of 1/220 of their total entitlement. (For those entitled to a ratio salary supplemental as stated above in paragraph A1 and A2, any days requested by an administrator to work above the required days will be paid in addition to their ratio salary supplemental).
 6. Counselors and psychologists employed through the summer for at least 20 days shall be granted one (1) additional sick day. If the sick day is not used, it will be added to the accumulated days.
- C. All parent conference options available to classroom teachers will also be available to counselors. Evening request time may be granted with approval from the Building Principals.

XVIII. OTHER SALARIES

A. Teaching Assistants, Certified Occupational Therapist Assistants and Nurses shall be entitled to the same benefits as Teachers as described in Article XV, Article XX, Article XXII.

B. Teaching Assistant Salaries

Step	09-10	10-11	11-12
1	17,400	17,700	18,000
2	17,784	18,096	18,408
3	18,084	18,495	18,820
4	18,382	18,807	19,235
5	18,744	19,117	19,560
6	19,023	19,494	19,882
7	19,441	19,784	20,274
8	19,604	20,219	20,800
9	20,000	21,000	22,000
10	24,000	24,000	24,000
11	24,960	24,960	24,960
12	25,974	25,958	25,958
13	26,832	27,013	27,013
14	27,715	27,905	28,093
15	28,631	28,824	29,021
16	29,522	29,776	29,977
17	30,380	30,703	30,967
18	31,238	31,595	31,931
19	32,118	32,488	32,859
20	32,784	33,403	33,788
21		34,095	34,739
22			35,459

C. Teaching assistants will be paid at their regular rate of pay for all duties performed in the course of a work day unless more than 20% of their duties constitute work other than that of a teaching assistant. For example, if the teaching assistant spends less than 20% of his/her day performing teacher aide duties, the assistant will be paid solely at the assistant rate. If, however, the assistant spends more than 20% of his/her day performing aide duties, the assistant will be paid at the assistant rate for the portion of the day spent on assistant duties, and at the aide rate for the portion of the day spent of aide duties.

D. Teaching Assistant Summer Rate and Training Rate

2009-10	2010-11	2011-2012
\$18/hr.	\$18/hr.	\$18/hr.

E. New Teaching Assistants - Daily Rate for Orientation

The rate for teaching assistants participating in first year orientation will be as follows:

2009-10	2010-11	2011-2012
\$70/day	\$70/day	\$70/day

F. Part-time Teaching Assistants

1. A part-time teaching assistant is a person employed September through June who works on days when school is in session for less than seven (7) hours a day, or who is employed for less than a school year. Salary will be prorated per hours worked per day. Any additional service during July or August will be paid on an hourly rate.
2. Each part-time teaching assistant shall be entitled to the same benefits for paid leave days per year as teachers as set forth in Article XV (a)(1). Sick leave accrued after September 1, 2004 will be prorated to its full-time equivalent upon attaining a full-time position with the District. Sick leave accrued prior to September 1, 2004, will not be prorated. (i.e. An employee who has accrued 20 sick days as a .50 teaching assistant would be credited with 10 full-time sick days upon attaining a full-time position with the District.)
3. The District will provide a choice of health insurance plans equivalent to those offered to teachers (see Article XX) except that the District shall contribute as follows.
 - a. For employees who work 5 ½ hours per day and more, but less than 7 hours, the District's contribution shall be 75% of the monetary figure in Article XX, paragraphs B & C. An employee scheduled for 5 ½ hours or more who is reduced involuntarily to below 5 ½ hours by the District after October 1 shall continue to receive this benefit level for the remainder of the school year.
 - b. For employees, who work more than 2 ½ hours per day but less than 5 ½ hours per day, the District's contribution shall be 50% of the monetary figures in Article XX, paragraphs B & C.
4. Unused personal leave days may accumulate up to 100 days.
5. Dental insurance for part-time teacher assistants will be prorated per hours worked per day.

Certified Occupational Therapist Assistant Salaries

Step	09-10	10-11	11-12
1	22,100	22,500	23,000
2	22,672	23,000	23,500
3	23,221	23,579	24,000
4	23,779	24,150	24,487
5	24,344	24,730	25,080
6	25,111	25,318	25,682
7	26,022	26,115	26,292
8	26,965	27,063	27,121
9	27,973	28,044	28,105
10	29,032	29,092	29,123
11	30,130	30,193	30,212
12	30,989	31,335	31,356
13	31,737	32,229	32,542
14	32,659	33,006	33,469
15	33,893	33,965	34,277
16	34,794	35,249	35,273
17	35,956	36,186	36,606
18	36,662	37,394	37,579
19	37,720	38,128	38,834
20	38,330	39,229	39,596
21	39,176	39,863	40,739
22	40,014	40,743	41,398
23	40,567	41,615	42,312
24	41,184	42,190	43,217
25	42,692	42,831	43,814

F. Nurses Salaries

Step	09-10	10-11	11-12
1	29,100	29,600	30,150
2	29,754	30,264	30,740
3	30,472	30,944	31,429
4	31,408	31,691	32,135
5	32,500	32,664	33,100
6	33,648	33,800	34,100
7	34,507	34,994	35,300
8	35,568	35,887	36,341
9	36,694	36,991	37,269
10	37,795	38,162	38,515
11		39,307	39,631
12			40,820

- G. Summer schedules for nurses will be reviewed and approved by building principals and in conjunction with the Director of Special Programs by April 15. The summer days are for the purpose of scheduled work versus conferences or training. Conference/training attendance does not count towards these scheduled days.
- H. Full-time nurses will work five (5) summer days and be paid the following hourly rate: \$27.

XIX. DEDUCTIONS AND SALARY PAYMENTS

- A. Professional staff members may have contributions to the Canandaigua City School District Employees' Credit Union withheld from payroll checks under existing regulations.
- B. Professional staff members may have salary withheld for approved deferred income plans under existing regulations.
- C. Pay periods will occur semi-monthly. Professional staff members shall have the option of being paid either on the basis of 24 pay periods, four (4) of which are combined in the last paycheck for the school year or on the basis of 20 equal paychecks. No changes on the 20 installment basis can be made after the first week of school.

XX. INSURANCE

- A. The District will provide a choice of health insurance plans offered by NMCMSDP in addition to MVP Tri-Vantage.
- B. *District's Contribution*

For **2009-2010** the District's financial responsibility for full-time staff members is up to a maximum as follows:

- \$9,534/yr. for family coverage
- \$9,534/yr. for family no spouse coverage
- \$8,538/yr. for 2-person coverage
- \$4,214/yr. for single coverage

- C. The District will increase its health insurance contribution by using the following method:
 1. Compute the average percent increase of the District's two (2) most utilized health insurance plans from the previous school year.
 2. Use the current calendar year's February CPI from the Bureau of Labor and Statistics for the Northeast Region.
 3. Subtract the CPI from the average percent increase referenced in letter A and divide by two (2), then add the CPI to determine the increase for the District.

EXAMPLE from 2004-2005:

<u>Two most utilized plans</u>	<u>Percent Increase</u>
Excellus (BC/BS)	12%
Preferred Care *	8%
Total Increase	20%
Average Increase	10%

b. CPI from the February Bureau of Labor and Statistics 3.5%

c. Therefore, we find the increase with this data and the formula below:

$$[\text{Average Increase}] - [\text{CPI}] = [X] / 2 + \text{CPI} = \text{Percent Increase in District's Contribution}$$
$$10\% - 3.5\% = 6.5\% / 2 = 3.25\% + 3.5\% = 6.75\%$$

* Preferred Care changed to MVP in 2009.

D. Insurance Coverage for Staff Members on Leave of Absence

1. Professional staff members receiving approved personal leaves and child rearing leaves without pay may continue group insurance coverage by assuming full payments consistent with Article XX.
2. The foregoing language integrates the FMLA with contractual benefits. Contractual benefits, including return from leaves, will be applied first. To the extent that contractual benefits do not provide FMLA minimum benefits, this language required the FMLA to be applied. This allows current practices, with which the parties are familiar, to continue and does not result in cumulative FMLA and contractual benefits.

E. Retiree Health Insurance

Retired professional staff members who begin their retirement on or after, July 1, 1991, shall receive coverage the same as the coverage provided to currently employed professional staff members paid for by the Board of Education at a rate of 80% of the Board of Education's contribution of the single person coverage.

Retired professional staff members who begin their retirement on or after July 1, 2003 shall receive coverage the same as the coverage provided to currently employed professional staff members paid for by the Board of Education at a rate of 80% the Board of Education's contribution of the single person coverage or if qualified, at a rate of 60% the Board of Education's contribution of 2-person coverage. At age 65, coverage reverts back to 80% the Board of Education's contribution of a single.

For married retirees who were both employed by the District, the District will provide **either** the dollar equivalent of two-80% of the BOE's contribution of the single person coverage **or** one-60% of the BOE's contribution of the 2-person coverage. This amount may be applied to any plan offered by the District.

The surviving spouse of a deceased professional staff member may continue coverage at a rate of 80% the Board of Education's contribution of the single person coverage until age 65.

F. **Dental**

For full-time unit members that elect to enroll in the Dental Program available from Blue Shield and entitled “Smile Saver #4”, or its equivalent, the District’s financial responsibility is up to a maximum as follows:

2009-2010	\$1,002/yr. for family coverage
	\$ 850/yr. for family no spouse coverage
	\$ 720/yr. for 2-person coverage
	\$ 371.28/yr. for single coverage

In 2010-11 and 2011-12, the District will increase the above payment levels by the amount arrived at with the health insurance calculation.

Unit members working less than full-time may enroll in the Dental Program; however, the Board of Education share of the premium cost will be prorated according to the percentage of part-time to full-time employment.

G. **Buyout Option**

Unit members eligible for family level health insurance that choose not to take advantage of the District health insurance program will receive a credit of the following amount which can be applied to the Health Reimbursement Fund. Employees who wish to take advantage of this option must inform the District by July or within 30 days of hire. For 2009-2010 the insurance buyout is \$1,274. In 2010-11 and 2011-12, the District will increase the above payment level by the amount arrived at with the health insurance calculation.

H. An employee who chooses the credit in lieu of the District's health insurance plan may opt to resume use of the health insurance plan if alternative health insurance becomes unavailable. The employee will make a prorata reimbursement to the Health Reimbursement Fund.

I. **Canandaigua Health Reimbursement Fund**

1. *Plan year*

The Canandaigua Health Reimbursement Fund shall run from October 1 to September 30.

2. *Eligibility*

Membership in the Canandaigua Health Reimbursement Fund is open to:

- a. All certified staff in the bargaining unit employed on a full-time or part-time basis for the full school year, who are receiving salary on October 1 of each year.
- b. Certified staff in the bargaining unit who are employed on a full-time or part-time basis, but who are on unpaid leave on October 1. The District contribution shall be prorated at ten percent (10%) for each full month worked. The actual contribution for such individuals shall be made on or about June 1.
- c. Individuals designated by the Canandaigua City School District Board of Education.

3. *Dependents*

For the purposes of the Health Reimbursement Fund only, a dependent is defined as spouse, son, stepson, daughter, stepdaughter, a child placed by an authorized placement agency for

legal adoption, and a foster child who will be a member of the household for the next full school year. Each child under the age of 25 at the start of each plan year who is both a dependent and 1) living at home or 2) a full-time student is an eligible dependent under the Health Reimbursement Fund.

4. *District contribution rates*

The District contribution rates per plan year for full-time employees (prorated for part-time employees) shall be as follows:

2009 = \$986

In 2010-11 and 2011-12, the District will provide \$1,000 each year to each full-time employee.

The District contribution will be made in full on each October 1.

5. *Other contributions*

Other contributions may be made from the following sources:

- a. Sick Day pay as per Article XV, Section A3
- b. Health Insurance Buy-out Option as per Article XX, Section G

6. *Administrative expenses*

The expenses for administration of this plan shall be deducted from the yearly District contribution rates.

7. *Unpaid leaves, resignations or terminations*

Contribution rates for 10-month employees who take an unpaid leave, resign or are terminated during a plan year will be prorated on the 10-month school year basis. Prorated contribution rates for 11- and 12-month employees begin on October 1.

8. *Accumulative plan*

Each plan member has a running accumulative account. If, in any one year, benefits are not exhausted, the balance will be automatically rolled over and added to the next year's contribution.

9. *Medical, dental and vision expenses*

Medical and Health Care Payments: The funds contained in the member's Health Care Fund account may be used only for the payment of medical and health care expenses incurred by the member and eligible dependents.

Medical expenses are payments made for the diagnosis, treatment or prevention of disease. They also include payment for treatment affecting any part or function of the body. Expenses for which claims may be submitted include, but are not limited to, the following:

medical doctors, dentists, eye doctors, gynecologist, chiropractors, osteopaths, podiatrists, psychiatrists, psychologists, physical therapists, acupuncturists, and psychoanalysts. Other expenses that may be submitted for reimbursement:

- a. Medical examinations, x-ray and laboratory services, insulin treatment, and other treatments prescribed by a physician.

- b. Hospital care (including meals and lodging) clinic costs, laboratory fees.
- c. Nursing services prescribed by a physician.
- d. Medical treatment at a center for drug addicts or alcoholics.
- e. Medical aids such as hearing aids, dentures, eyeglasses, contact lenses, braces, orthopedic shoes, crutches, wheelchairs, and guide dogs as prescribed by a physician. All medicines and drugs prescribed by a physician.

10. *No duplication of benefits*

The Health Reimbursement Fund will not pay medical expenses covered by other health insurance policies or plans to which plan members or an eligible dependent belongs.

In other words, a plan member who is eligible to receive benefits under any insurance policy or under any other health or medical reimbursement plan must first submit a claim through those other plans.

11. *Processing claims*

Follow these procedures to submit a claim for payment:

- a. Determine if a claim is eligible for payment under any other insurance program. If it is, submit the claim to that program.
- b. Submit expenses not paid by any other insurance, such as dental/vision costs, directly to the Canandaigua Health Reimbursement Fund.
- c. Use the Canandaigua Health Reimbursement Fund claim form to file a claim and attach explanation of benefits statement from insurance companies or bills and receipts from doctor, dentist, drug stores, etc.
- d. Health Reimbursement Fund claim forms are available at the main office in each building.
- e. Submit claims directly to Plan Administrator listed on the form.

12. *Method of payment*

- a. Payments will be made once a month for approved claims totaling more than \$50. When accumulated claims exceed \$50, submit them to the plan administrator for payment. Payments are not made in July and August; however, claims submitted for appropriate expenses incurred during these months may be submitted.
- b. Regardless of the size of the claim, all outstanding claims should be submitted at least once a year.

13. *Claim procedure*

- a. The Plan Administrator has 90 days after receiving a claim to accept or deny it and notify the member.

- b. This 90-day period may be extended for an additional 90 days if special circumstances so require. If an extension is necessary, the member will be notified in writing of the reasons for the extension and the date when a final decision is expected.
- c. After 90 days, if a member has not been notified of acceptance, denial, or extension, the member may request a review. The procedure for this review is the same as the review procedure for a denied claim. (See Denial and Review Procedures Section.)

14. *Denial and review procedures*

If a claim is denied, written notice shall be given by the Canandaigua Health Reimbursement Fund Administrative Committee, stating:

- a. Reasons for the denial.
- b. Description of what materials, if any, are required to make the claim complete. If a claim is denied, members are entitled to:
 - 1. Make a written request for a review of the claim by the Committee. Such a request must be made within 60 days after the member received the denial.
 - 2. Review documents relating to the denial and submit written comments which help to explain the claim.

Within 60 days, the Committee will make a decision or notify the member that a time extension is necessary.

15. *Limitation of benefits*

No benefit will be paid in excess of the balance on account. Members will receive annual statements showing current account balance.

If a member becomes ineligible for the Canandaigua Health Reimbursement Fund, benefits will be prorated for the time of employment. A member must reimburse the plan for any payment received in excess of the prorated amount.

16. *Continuation of benefits*

If a member leaves the District's employment, approved claims under this plan shall continue to be paid until the prorated Canandaigua Health Reimbursement Fund account is exhausted.

In the event of a member's death, approved claims under this plan shall continue to be paid to eligible dependents until the prorated account is exhausted. If there are no survivors, any prorated funds left in on account will be paid to the member's estate.

17. *Inactive accounts*

- a. An inactive account is the account of a terminated participant (excluding retirees) to which neither the District nor the participant make contributions and with respect to which there has been no claim activity for a period of three years (measured from date of termination).
- b. Each year, an account which is and remains inactive will be charged with an administrative fee in an amount equal to the plan contribution required by a single

employee participant for that year. Such fee will be deducted annually from the account on the first day of each plan year.

J. *Flexible Spending Account*

The District will maintain a *Flexible Spending Account* (FSA) under IRS guidelines for Section 125 plans for uninsured medical expenses and dependent care. Each member may elect to contribute a portion of his/her salary into this account up to the maximum allowed (\$6,000 for medical; \$5,000 for dependent care.) Elections shall be effective on October 1 and shall run from October 1 to September 30. Administrative costs will be paid by the District. Funds not claimed in the claim year shall revert to the District for administrative costs. The District may offer the use of a benefit card for members.

XXI. CO-CURRICULAR AND COACHING

A. Coaching

1. Notice of all coaching position vacancies or new positions will be posted in each school building in the District.
2. The District and Association agree that first priority for coaching positions will go to those unit members who are qualified and work in the District. However, there may be circumstances in which non-unit members could be hired in lieu of unit members applying for the same position. A candidate's experience, knowledge of the sport, availability and qualifications will be considered as part of the selection process.
3. All physical education teachers may be required to coach one interscholastic sport as part of their job description, with additional payment as provided by Appendix B, Coaching Salary Schedule.
4. In the event a coaching position is vacated, a committee of coaches will work with the Athletic Director to find an acceptable candidate for these coaching vacancies. If no acceptable candidate is found, a physical education staff member will accept one coaching assignment when requested to do so.
5. Any coach who resigns or retires and at a later date is re-hired as a coach in the same sport, will be placed on at least Step 2 of the Coaching Salary Schedule. If retained beyond the first year, the coach will advance a minimum of two steps on the schedule for each season provide, however, placement on the schedule shall never exceed total years of coaching experience in the sport in the District.
6. Any coach who takes authorized leave and returns to that same coaching position will advance to that step on the schedule which reflects previous years of experience as a coach in that sport in the District. Authorized leave may be granted by the Superintendent for the following reasons:
 - a. Physical or mental health of the individual or immediate family.
 - b. Extenuating personal hardship.

7. Any coach who is appointed to the next highest level position in the same sport shall be given credit for half the previous years of experience as a coach in that sport.
8. Compensation for coaches will be made in two payments during a season. The payments will occur as follows:

Fall	Winter	Spring
2 nd payroll in September	2 nd payroll in December	2 nd payroll in April
2 nd payroll in October	2 nd payroll in February	2 nd payroll in May

9. Coaches involved in District-approved post-sectional play will receive the following compensation:

Varsity Coach	\$150/week
Assistant Coach	\$100/week

B. Co-curricular

1. In the event a co-curricular position is vacated, the Association will assist the District in locating qualified personnel for the position.
2. Only compelling reasons recommended by the Building Principal allow for the appointment of an individual to multiple co-curricular positions relating to the same activity.
3. Club Formation: Any teacher wishing to form a new club shall submit a written request to the building principal. The request will include the name of the club, the purpose/goals, the anticipated number of students interested, a description of proposed activities and duties of the advisor, and when and where the club will meet. The name of the advisor will also be included. The Principal shall review the request and forward it to the Superintendent to be sent to Board of Education for final approval. The teacher will receive written notification of approval or disapproval from the Building Principal prior to the first meeting of the club. Stipend compensation must follow the negotiation's process.

XXII. RETIREMENT

A. Accrued Sick Days

All unit members who resign for the purposes of retirement shall receive terminal pay equal to \$20 times the number of accrued sick days.

B. Incentive

1. A unit member who meets all of the following requirements shall be eligible for an early retirement incentive:
 - a. A minimum of ten (10) consecutive years experience in the Canandaigua City School District. An unpaid leave of absence authorized by the Board of Education will not be counted toward the local experience requirement nor will it constitute a break in service for the “consecutive” year’s requirement.
 - b. Eligibility to retire without penalty under the New York State Teacher Retirement System.
 - c. The date of retirement must be within three (3) years from the first day of the new semester following the date on which the teacher first meets the requirement specified in subparagraphs (1) and (2) above.
 - d. Delivery of a written letter of resignation for retirement purposes by February 15 for retirement in June with a retirement date effective between July 1 and August 31; and September 15 for retirement in January with a retirement date within five (5) calendar days after the end of the first semester.
2. A teacher retiring within those three (3) years shall receive, as the retirement incentive payment, 25% of salary earned for the unit member’s final year of service.

For the purpose of this Article, salary earned shall be the salary earned in the twelve (12) months immediately preceding the retirement date. This salary earned is the amount earned in the primary teaching responsibility based on the salary schedule and ratio program as defined in Articles XVI and XVII of this Agreement. Salary earned includes the stipend for National Board Certification. Salary earned excludes all other earnings such as coaching, co-curricular activities, summer school, etc. The salary earned is not to be confused with the salary received, as some staff members elect a deferred payment program to provide funds for the summer period. Salary lost during the previous 12 months due to the use of unpaid personal leave or other absence without pay will not count toward salary earned under this Article.

3. The Superintendent of Schools will implement a pre-tax program for unit members’ terminal pay. Said program shall provide for an Employer Sponsored 403(b) Plan, a 457(b) Plan and/or the Health Reimbursement Account. All bonus pay, special pay, and terminal pay will be paid through these programs.
4. It is understood that the early retirement incentive will not be counted in the final year's salary for retirement purposes.
5. This Article is not subject to the Grievance Procedure.
6. Individuals who are in their fourth or fifth year of eligibility using the language from the 2006-2009 contract, will be able to receive the 25% incentive if they retire by June 30, 2010. Those

who are in the fourth or fifth year of eligibility who choose not to retire by June 30, 2010 will not receive the 25% retirement incentive.

XXIII. ASSOCIATION RIGHTS

- A. Professional staff members elected to the New York State United Teachers-American Federation of Teachers House of Delegates or the New York State Teachers Retirement Convention shall be released to attend such meetings without loss of compensation, personal, or sick days. There will be no additional obligation for expenses of the delegates on the District.
- B. The Superintendent agrees to deduct monies in fifteen (15) equal installments from the salary of employees who have authorized the payment of dues to the Association, the New York State United Teachers-American Federation of Teachers, or their successors, and to transmit such monies promptly to the Canandaigua Teachers' Association treasurer. The name of said treasurer shall be filed with the Superintendent for this purpose. Authorization for such deductions shall be in writing and signed by the individual, professional staff member and placed on file. All authorization forms shall be filed on or before.

October 15 for deductions to be made during the current school year. Employees new to the District after October 15 of any year, who sign dues authorization cards, shall have dues deducted from their salaries in equal installments, not to exceed 15 installments, coinciding with the remaining pay periods in the fiscal year, commencing with a pay period which falls within 21 calendar days from the date of receipt of the signed authorization in the Central Office.

- C. The Association President may release Association members for a maximum of five (5) days to engage in Association activities chosen at the discretion of the President. Prior notice of such days will be required.
- D. In consultation with the Superintendent, the Association President shall release Association members for up to fifteen (15) days to participate in professional advancement activities. It is understood that such activities will be oriented to professional growth, instructional growth or other needs mutually agreed upon by the Association President and Superintendent. Cost of substitutes for said days shall be borne by the Association.

XXIV. REPORTING OF NEGOTIATIONS

Neither party shall issue any formal press release nor any informal information to members of the press or public concerning the substance of the demands under negotiation or concerning the parties' positions thereon, prior to impasse.

XXV. ZIPPER CLAUSE

This Agreement constitutes the full and complete Agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement.

XXVI. GRIEVANCE PROCEDURE

A. *Declaration of Purpose*

1. In order to promote the most harmonious and cooperative climate within the Canandaigua City School District, it is the purpose of these grievance procedures to satisfactorily resolve group or individual differences which would tend to undermine the effective functioning of the school system. All teachers are guaranteed the right to be heard, and to present their grievances, free from coercion, interference, restraint, discrimination or reprisal.

B. *Definitions*

1. A Grievance is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. The term Supervisor shall mean any principal, assistant principal, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Superintendent.
3. The Chief Executive Officer is the Superintendent of Schools.
4. Association shall mean Canandaigua Teachers' Association.
5. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
6. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the Aggrieved Party.
7. Grievance Committee is a committee composed of one member from each building and a chairman appointed by the President of the Canandaigua Teachers' Association.
8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

C. *Procedures*

1. All grievances shall include the name and position of the Aggrieved Party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the Aggrieved Party, and a general statement of the nature of the grievance and the redress sought by the Aggrieved Party.
2. Except for informal decisions at Stages 1a & 2a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the teacher and the Association.
3. A grievance may be submitted by the Association at Stage 2 by a group of teachers when none have a common supervisor. Informal procedure should be followed prior to formalizing the grievance by the interested parties.

4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The Superintendent and the Canandaigua Teachers' Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged procedure.
6. Except as otherwise provided in Paragraph E 1a, 1b, 2a, 2b, an Aggrieved Party and any Party in Interest shall have the right at all stages of a grievance to confront and question all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the Aggrieved Party, any Party in Interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations, and other necessary documents will be jointly developed by the Superintendent and the Association. The Superintendent shall then have them reproduced and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and provided the Aggrieved has requested the Association be given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the Aggrieved Party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
11. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
12. Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stages 1a & 2a. and all written decisions at all stages. Official minutes will be kept at District expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes will be made available to the Aggrieved Party and the Grievance Committee within four (4) days after the conclusion of hearings at Stages 2, 3, and 4. Parties in Interest should advise the appropriate hearing officer in writing of any claimed errors in said minutes within ten (10) days of the date the minutes become available. Any such claim of error

in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate in writing the determination made respecting such claimed error within ten (10) days after a written copy of this claimed error is received. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee, and the Board, but shall not be deemed a public record.

13. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

D. *Time Limits*

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the Aggrieved Party, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the Aggrieved Party, the time limits set forth herein may be reduced prorata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible. If it is not possible to resolve the grievance by July 1, the time limits contained herein will become effective September 1 of the following school year.

E. *Stages*

Stage 1: *Building Principal/Central Office District Administrator*

1. Building-Level Concern/Issue

- a. A teacher having a grievance will discuss the **violation to the contract referencing the specific section with the Building Principal/Supervisor** either directly or through a representative, with the objective of resolving the matter informally. The **Building Principal/Supervisor** will confer with all parties in interest in arriving at a decision and will inform the Aggrieved Party or the Association representative of the decision and reasons for the decision **within five (5) school days.**
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the building principal. Within five (5) school days after the written grievance is presented to him/her, the Building Principal shall render a decision thereon, in writing, and present it

to the teacher, or the representative, and the Association. Any additional information used in reaching a written decision should be provided to the Aggrieved or the representative.

2. District-Level Concern/Issue

- a. **If the specific situation or issue is one that is not specific to a building but a District-level concern, the teacher should discuss the violation of the contract referencing the specific section with a Central Office District Administrator ,either directly or through a representatives, with the objective of resolving the matter informally. The District administrator** will confer with all parties in interest in arriving at a decision and will inform the aggrieved party or the Association representative of the decision and reasons for the decision **within five (5) school days.**
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Central Office District Administrator. Within five (5) school days after the written grievance is presented to him/her, the Central Office District Administrator shall render a decision thereon, in writing, and present it to the teacher, or the representative, and the Association. Any additional information used in reaching a written decision should be provided to the aggrieved to the representative.

Stage 2: Superintendent of Schools

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days present the grievance to the Associations' Grievance Committee for its consideration
- b. If the Grievance Committee determines that the teacher has a valid grievance, it will file a written appeal of the decision at Stage 1 with the Superintendent within ten (10) school days after the teacher has received such written decision from the Building Principal. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within five (5) school days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties interested.
- d. The Superintendent or his duly authorized representative shall render a decision in writing to the teacher, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearings.

Stage 3: Board of Education

- a. If the teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.

- a. Within ten (10) school days after receipt of an appeal, the Board of Education or a committee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- b. Within ten (10) school days after the conclusion of the hearing, the Board of Education or a committee thereof shall render a decision, in writing, to the teacher, the Grievance Committee and its representative.

Stage 4: Arbitration

- a. After a decision is rendered, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is valid and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Superintendent within fifteen (15) school days of the decision at Stage 3.
- b. Within fifteen (15) school days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will, in closed session, hear the matter promptly and will issue his/her decision no later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violate of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.
- g. Members of the Grievance Committee and teachers, who are scheduled to testify in a grievance hearing at any stage of the procedure that necessitates meeting during the school day, shall be released for only that part of the day necessary for them to be in attendance at the hearing. Such staff members will receive full pay and, at the time, will not be charged against sick leave or personal leave. The Association shall pay the cost of substitute teachers required for Grievance Committee representatives and any District staff member who will testify in support of the teachers' position. The Board of Education will pay for substitutes required for school District staff members testifying on behalf of the District.

XXVII.DUE PROCESS FOR TENURED TEACHERS

- A. No tenured employee shall be disciplined or dismissed, except for just cause.
- B. A unit member may wave the rights and procedures accorded teachers serving on tenure under Section 3020-a of the Education Law, and the procedure established by this article shall constitute an alternative procedure for resolving matters pertaining to the discipline or discharge of tenured teachers.
- C. If the District desires to discipline a teacher by imposition of a reprimand, fine, suspension without pay, or dismissal, the following procedure will apply:
 - 1. The Superintendent shall give the teacher written notice (a) of the grounds constituting just cause for the discipline, and (b) of the discipline to be administered.
 - 2. The teacher shall have the right to demand the procedures under section 3020-a of the Education Law or arbitration of the discipline by serving a written demand on the Superintendent within fourteen (14) school days of service upon the teacher of the written notice as prescribed in one (1) above. If the teacher does not appeal within fourteen (14) school days of service, then the teacher waives all rights to appeal and accepts the proposed discipline.
 - 3. Should the District choose to impose a suspension prior to an arbitration hearing, such suspension shall be with pay in accordance with the law in effect at the time of suspension.
- D. The arbitrator shall be selected pursuant to the rules of the American Arbitration Association. The parties agree to set up a date as quickly as possible without undue delay.

The arbitrator is authorized to find that there is:

- 1. no just cause for action taken against the teacher and direct that all references to the matter be removed from personnel file; or
- 2. just cause for taking action against the teacher and, in such event, the arbitrator may direct penalty that he/she deems appropriate even if that penalty is different from those specified in 3020-a. The costs of the arbitration may be equally borne by the District and the Association. The decision of the arbitrator shall be final and binding.

XXVIII.PROFESSIONAL MANAGEMENT COUNCIL

- A. This section establishes the Professional Management Council, a joint committee to allow for full discussion of contract interpretation and any other matters of common interest.
- B. The Committee shall be composed of the Superintendent and designee(s) plus the Association President and designee(s). Either party may initiate discussion of items of mutual interest. This may occur before or during the processing of a grievance.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this 21st day of December 2009.

SUPERINTENDENT OF SCHOOLS OF THE
CITY SCHOOL DISTRICT OF THE
CITY OF CANANDAIGUA, NEW YORK

By Donald W. R...

CANANDAIGUA TEACHERS' ASSOCIATION

By Cheryl B...

Appendix A: Co-curricular Salary Schedule

	2009-2010	2010-2011	2011-2012
Group A	\$830	\$860	\$890
Group B	\$1,145	\$1,185	\$1,225
Group C	\$1,555	\$1,610	\$1,665
Group D	\$2,510	\$2,600	\$2,690
Group E	\$3,410	\$3,530	\$3,650
Group F	\$4,300	\$4,450	\$4,600

Group A includes:

Academy

Advertising – Cannon
 Art Club
 Band Technical Asst.
 Chemical Safety Specialist
 Drama Club
 Drama – Technical
 Advisor
 Future Business Leaders
 Interact
 Key Club
 Mock Trial
 National Honor Society
 Pastiche
 Robotics
 Science Olympiad
 Ski Club

Middle School

Hobbies for Life
 Science Olympiad (2)
 Ski Club
 Musical Director - Technical

Other

Ski Club (Elem.)

Group B includes:Academy

Class Advisor – Grade 9 (2)
 Class Advisor – Grade 10 (2)
 Class Advisor – Grade 11 (2)
 Color Guard – Fall
 Color Guard – Spring
 Drama – Vocal Director –
 Spring
 IB CAS
 Knowledge Masters
 Math League
 Orchestra Director
 The Sound
 Rehearsal Accompanist

Middle School

Art Club
 Boys' Ensemble
 Girls' Ensemble
 Color Guard
 Fiddler's Club
 Jazz Ensemble
 Musical Director - Drama
 Musical Director - Vocal
 Outdoor Ed. Coord. –
 Grade 6
 Parade Band
 Student Gov't – Grade 6
 Student Gov't – 7th & 8th
 Newspaper

Other

AV Coordinator –
 Primary

Group C includes:Academy

Academian – Business
 Manager
 AV Coordinator
 Class Advisor – Grade 12 (2)
 Coordinator of Student
 Activities
 Drama – Business
 Manager
 Drama Director – Fall
 Jazz Choir
 Madrigal Choir
 SSD Testing Coordinator
 Student Government

Middle School

AV Coordinator
 Intramurals
 Yearbook

Other

AV Coordinator – Elem.

Group D includes:Academy

Cannon
 Drama – Musical Asst.
 Director
 Drama – Technical
 Director – Spring
 Intramurals
 Parade Band

Group E includesAcademy

Academian
 Drama – Musical Director
 School Store Advisor

Group F includesAcademy

Drama – Musical Director –
 Spring

Appendix B: Coaching Salary Schedules

2009-2010

Step	A	B	C	D	E	F
1	2,679	2,777	3,119	3,473	3,900	4,764
2	2,810	2,942	3,301	3,645	4,088	4,972
3	2,941	3,105	3,484	3,818	4,271	5,189
4	3,071	3,270	3,668	3,990	4,439	5,376
5	3,203	3,434	3,851	4,162	4,614	5,570
6	3,349	3,633	4,029	4,345	4,796	5,770
7	3,494	3,831	4,207	4,528	4,984	5,979
8	3,640	4,030	4,385	4,710	5,148	6,150
9	3,786	4,228	4,562	4,893	5,317	6,327
10	3,932	4,427	4,740	5,076	5,491	6,509
11	3,986	4,468	4,808	5,153	5,634	6,696
12	4,040	4,508	4,877	5,229	5,857	6,889
13	4,094	4,550	4,946	5,305	5,911	6,946
14	4,150	4,591	5,014	5,382	5,965	7,003
15	4,204	4,632	5,082	5,458	6,009	7,061
16	4,264	4,707	5,157	5,544	6,053	7,120
17	4,325	4,783	5,231	5,630	6,132	7,179
18	4,384	4,858	5,305	5,715	6,151	7,255
19	4,444	4,934	5,380	5,801	6,221	7,331
20	4,504	5,009	5,454	5,886	6,293	7,481

Appendix B: Coaching Salary Schedules (cont.)

2010-2011

Step	A	B	C	D	E	F
1	2,693	2,791	3,134	3,491	4,027	4,872
2	2,824	2,956	3,318	3,663	4,221	5,095
3	2,955	3,121	3,502	3,837	4,424	5,317
4	3,087	3,287	3,687	4,010	4,591	5,500
5	3,219	3,451	3,870	4,183	4,764	5,688
6	3,365	3,651	4,049	4,366	4,944	5,883
7	3,512	3,850	4,228	4,550	5,131	6,085
8	3,658	4,050	4,407	4,734	5,305	6,258
9	3,805	4,249	4,585	4,918	5,484	6,436
10	3,951	4,449	4,763	5,102	5,669	6,619
11	4,006	4,491	4,832	5,178	5,822	6,808
12	4,060	4,531	4,902	5,255	6,059	7,001
13	4,115	4,572	4,970	5,332	6,097	7,047
14	4,170	4,614	5,039	5,409	6,136	7,092
15	4,225	4,655	5,108	5,485	6,167	7,139
16	4,286	4,731	5,182	5,571	6,198	7,185
17	4,346	4,807	5,257	5,658	6,253	7,232
18	4,406	4,882	5,332	5,744	6,333	7,292
19	4,466	4,958	5,407	5,830	6,350	7,368
20	4,527	5,034	5,481	5,916	6,419	7,519

Appendix B: Coaching Salary Schedules (cont.)

2011-2012

Step	A	B	C	D	E	F
1	2,720	2,819	3,165	3,526	4,067	4,921
2	2,852	2,986	3,351	3,700	4,263	5,146
3	2,985	3,152	3,537	3,875	4,468	5,370
4	3,118	3,319	3,723	4,050	4,637	5,555
5	3,251	3,486	3,909	4,224	4,812	5,745
6	3,399	3,688	4,090	4,410	4,994	5,942
7	3,547	3,889	4,270	4,596	5,182	6,146
8	3,695	4,091	4,451	4,781	5,358	6,321
9	3,843	4,292	4,630	4,967	5,539	6,501
10	3,991	4,494	4,811	5,153	5,726	6,685
11	4,046	4,535	4,880	5,230	5,880	6,876
12	4,101	4,576	4,951	5,308	6,120	7,071
13	4,156	4,618	5,020	5,385	6,158	7,117
14	4,212	4,660	5,089	5,463	6,197	7,163
15	4,267	4,702	5,159	5,540	6,228	7,210
16	4,328	4,778	5,234	5,627	6,260	7,257
17	4,390	4,855	5,310	5,715	6,315	7,304
18	4,450	4,931	5,385	5,801	6,397	7,365
19	4,511	5,008	5,461	5,888	6,413	7,442
20	4,572	5,084	5,536	5,975	6,483	7,594

Group A includes:

Modified B Baseball
Modified B Basketball
Modified B Cross Country
Modified B Football
Modified B Lacrosse
Modified B Soccer
Modified B Softball
Modified B Track
Modified B Volleyball
Modified B Wrestling
Modified B Swimming
Modified B Tennis
Middle School Cheerleading
Freshman Fall Cheerleading
Freshman Winter Cheerleading

Group B includes:

Assistant Cross Country
Assistant Fall Cheerleading
Assistant Ice Hockey
Assistant Indoor Track
Assistant Swimming
Assistant Golf
Assistant Tennis
Modified A Baseball
Freshman Basketball

Group C includes:

Bowling
Golf
Skiing
Tennis
Assistant Baseball
Assistant Lacrosse
Assistant Soccer
Assistant Softball
Assistant Track
Assistant Volleyball
Assistant Winter Cheerleading

Group D includes:

Assistant Basketball
Assistant Football
Assistant Wrestling
Cross Country
Fall Cheerleading
Indoor Track

Group E includes:

Baseball
Ice Hockey
Lacrosse
Soccer
Softball
Swimming
Track
Volleyball
Winter Cheerleading

Group F includes:

Basketball
Football
Wrestling