AGREEMENT

BETWEEN

CORNING-PAINTED POST AREA SCHOOL DISTRICT

AND

THE CORNING TEACHERS’ ASSOCIATION

JULY 1, 2008 - JUNE 30, 2010
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1. GENERAL INFORMATION

1.1 PREAMBLE

The City School District of the City of Corning, New York (hereinafter referred to as the District) and the Corning Teachers' Association (hereinafter referred to as the Association) agree to the following with respect to hours, wages, and terms and conditions of employment as set forth in this labor agreement.

1.2 SAVINGS CLAUSE

IF ANY ARTICLE OR PART THEREOF OF THIS AGREEMENT OR ANY ADDITION THERETO SHOULD BE DECIDED AS IN VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW, OR IF ANY ADHERENCE TO OR ENFORCEMENT OF ANY ARTICLE OR PART THEREOF SHOULD BE RESTRAINED BY A COURT OF LAW THE REMAINING ARTICLES OF THIS AGREEMENT OR ANY ADDITION THERETO SHALL NOT BE AFFECTED.

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

1.3 RECOGNITION AGREEMENT

The Board of Education of the City School District of the City of Corning recognizes the Corning Teachers' Association as the exclusive bargaining agent of the instructional unit as defined by the Board of Education.

1.4 DUES DEDUCTION AND AGENCY FEE

A. The District agrees to deduct Association dues from the salaries of teachers who individually and voluntarily authorize the District to make such deductions, and such monies will be forwarded promptly to the Association Treasurer. The authorization will be made in writing using the authorization form shown in the Appendix.

B. The District shall deduct an Agency Fee and the Association dues from the salaries of teachers each pay period of every month, beginning on or before the first pay period of October and continuing until the full amount of dues and/or Agency Fee has been paid by the teachers. The Association will notify the District as to the amount of dues and/or Agency Fee to be deducted each pay period.
C. The District will remit all such Agency Fee deductions to the designated Association official within five (5) days of the time the deductions are made.

D. The Corning Teachers' Association will initially notify the District as to the total amount of the Agency Fee to be deducted. Such notification will be certified to the District in writing over the authorized signature of the President of the Corning Teachers' Association and shall be done at least one (1) month in advance of the effective date of such a change. Subsequent to the statement of notification the Association will provide the District with a list of teachers who are not members of the Association, and the amount to be deducted from each. This list shall comprise the teachers from whom the Agency Fee will be collected and forwarded.

It shall be the Association's responsibility to provide the Agency Fee list not less than ten working days before the payroll starting date desired.

1.5 ZIPPER CLAUSE

This agreement shall constitute the full and completed contract reached by the parties. Nothing may be added to, deleted from, changed, modified, or altered without the mutual, written consent of the representatives for the Corning-Painted Post School District and the President and Chief Negotiator for the Corning Teachers' Association.

1.6 MANAGEMENT RIGHTS

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New York and/or the United States.

1.7 DURATION

The provisions of this agreement shall be in force from July 1, 2008 through June 30, 2010.

1.8 DEFINITIONS

The term teacher means any person in the bargaining unit represented by the Corning Teachers' Association.

2. CALENDAR

2.1 WORK YEAR

A. The work year for teachers will not exceed one hundred
eighty-five (185) work days. The year will start the day following Labor Day with a staff development day. This may be modified when the calendar is set by mutual agreement between the District and the Association such as in the 2009-2010 school year. The work year will end one day following the assigned Regents period or June 30 whichever comes first provided the teacher has completed all responsibilities required by the building principal or supervisor.

B. During the week prior to Labor Day, teachers may attend a three (3) day in-service/preparation program on a voluntary basis. This program will include two (2) days of in-service training on Monday and Tuesday and one (1) day to be designated as a classroom preparation day. This classroom preparation day will be chosen by the teacher from the two week days preceding the in-service training or the Wednesday, Thursday or Friday following the in-service days, provided that day is not a scheduled workday for teachers.

Those teachers desiring to participate in this program must be in attendance each day for the planned activities. Successful completion of this program will entitle teachers to one (1) in-service course credit and eight (8) clock hours of in-service credit.

C. For elementary teachers, the last five days of the school year will be three half days for students, a teacher’s workday, and a half day for teachers to check out and complete required tasks, providing a minimum of 180 state aidable days have been attained. On or before May 15th of each school year, if it appears that fewer than 180 state aidable days will be possible, the District will schedule three (3) half-day early dismissals prior to the end of the school year to provide time for elementary teachers to complete the necessary year-end student reports and records.

For secondary teachers, the last day will be a half day to check out and complete required tasks.

2.2 SCHOOL CALENDAR

The calendar will be in conformance with the requirements of the Regents Action Plan.

Calendar as submitted with article:

185 teacher days
- 4 Staff Development Days
- 1 Teacher Work Day
180 student contact days

The Association and the District will meet during the month of March or as soon as possible to reset the calendar.
2.3 FIRST WORK DAY OF SCHOOL

At least one-half day of the first teacher work day(s) (a.m. or p.m.) will be available for uninterrupted classroom preparation.

2.4 SCHOOL CLOSINGS

A. In the event schools are to be closed early due to unsafe road conditions or dangerous or extremely uncomfortable building conditions, all members of the bargaining unit affected will be excused as soon as their responsibilities to the students have been discharged. In the event schools do not open for the day(s) due to previously mentioned conditions, affected members of the bargaining unit will not be required to report for duty.

B. In the event half-day classes are canceled, the teachers will be excused. Should it become necessary for those classes to be made up, the District will hire certified substitutes to cover those classes.

3. TEACHER RESPONSIBILITIES

3.1 EMPLOYMENT

In order to fulfill the District's and Association's intention that pupils will be taught by teachers working within their areas of certification, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study and in accordance with the laws, regulations and decisions of the New York State Education Department.

3.2 TEACHER ASSIGNMENT

A. The typical daily assignment for a high school teacher will be:

1. 7 minute home room period
2. 42 minute preparatory periods
3. duty of no more than 42 minutes
4. duty-free lunch period.

One of the preparatory periods will be established for teacher-directed group planning. This period may be utilized for common planning, interdisciplinary planning, conferences with students, parents, guidance counselors, or administrative personnel. No duties that previously would be compensated will be done in that time period. The number of these group planning periods shall not exceed two per week without the teacher's consent. The purpose of the group planning periods is not to
create additional paperwork, but to assist teachers in the pursuit of their professional duties.

By mutual agreement of the teacher and administrator, an extra instructional period may be substituted for the duty. Notification of the President of the Association in writing must be made of this agreement.

B. The typical daily assignment for a middle school teacher will be:

1 10 minute home room assignment
5 40 minute instructional time or equivalent
1 40 minute preparation time
1 40 minute lunch time
1 40 minute assigned team planning

(Maximum of two hundred (200) minutes per week of supervisory assignments.)

Any teacher not assigned to an academic team can be assigned an additional instructional period and will then have no home room assignment, but may be assigned a.m. or p.m. duty before or after the instructional day but within the working day (example: bus, hall, playground). Teachers with six (6) teaching assignments will have a maximum of one hundred (100) minutes of supervisory assignments per week and an uninterrupted preparation period.

C. The typical elementary teacher's daily assignment shall include a forty (40) minute scheduled lunch period to assure that each receives a thirty (30) minute duty free lunch period and three (3) hours weekly of duty free and meeting free preparation time in minimum blocks of thirty (30) minutes. This preparation time will be made available prior to the beginning of the students' day or at the close of the students' day. This time is exclusive of teaching preparation time available when related arts teachers assume responsibility for the elementary teacher's class. Physical Education, Art and Music classes shall meet for a minimum of thirty minutes per session in grades K - 5. When planning a schedule for an elementary school, every effort should be made to have at least one special per day for every elementary teacher. Substitutes must be hired to provide equivalent planning time when a related arts teacher is absent.

D. The typical Pre-kindergarten teacher's daily assignment shall include at least a thirty (30) minute duty free lunch period per day and a forty-five (45) minute preparation period per session per week.

E. The typical daily assignment of related arts and special education teachers shall include a scheduled lunch period and preparation time similar or equivalent to that of classroom teachers within the building.
F. The daily assignment of traveling Pupil Personnel positions shall include a scheduled lunch period and preparation times similar or equivalent to that of classroom teachers at the same level.

G. Whenever teachers are assigned to more than one (1) school any day, they will be given twenty-five (25) minutes travel/adjustment time between schools. Pupil Personnel Staff are entitled to adequate travel time.

H. Scheduling of duties should be equitable among all teachers and Pupil Personnel positions assigned to each building. The duties of any teacher assigned to more than one building shall be in proportion to the times spent at each school.

I. Related arts area teachers will have a minimum of four (4) minutes between the end of one class and the beginning of another.

J. If band, chorus and intramurals are regularly scheduled outside of the contractual work day, they shall be incorporated within Article 8.5 COMPENSATION and compensation rates will be mutually determined.

K. At the secondary level, if one of the five regularly scheduled instructional periods is for the purpose of Academic Intervention Services (AIS), the maximum enrollment shall be fifteen. If the teacher volunteers to provide AIS as a sixth class, the maximum enrollment shall be eight and the teacher will not be assigned a duty.

3.3 PROFESSIONAL TEACHING HOURS

A. The typical working day shall be seven and one-half hours (7 ½) for all teachers. These hours shall be interpreted to mean at the teacher's assigned building. A single beginning and ending time shall be established at the discretion of the building principal with input from the Association building representative.

B. Professional time can be extended beyond the typical work day and Elementary teachers (K-5) can receive in-service clock hours (up to 8 per school year) as compensation for this time. The purpose of this opportunity is to encourage the utilization of data to improve student achievement, or to facilitate required reports to be completed in a timely manner. Recognizing the importance of direct instruction during the regular work day, teachers often choose to work on other professional assignments outside the work day. The teacher should initiate the request and be granted time upon the approval of the supervisor or building principal. The supervisor or building principal may restrict the work’s location and the timeframe. If the supervisor or building
principal denies the request, the teacher may pursue review of the request with the CTA President. The Superintendent or designee has the sole discretion to approve or deny the review request.

C. During Regents week, secondary teachers are to be in school for assigned duties. Duties will be equitably distributed and time for correcting examinations shall be given consideration. All non-scheduled time will be used for professional responsibilities.

3.4 AFTER SCHOOL MEETINGS

Except in emergency situations, required building meetings outside regular working hours will not exceed three (3) per month.

3.5 EVENING ASSIGNMENTS

Evening assignments will be generally voluntary. In the event of insufficient volunteers, assignments will be made as far in advance as possible and in an equitable manner, taking into account personal commitments of the teacher.

3.6 CONTRACTUAL DUTIES AND RESPONSIBILITIES

The building principal will discuss the extra-curricular assignments with the building representative.

As a part of contractual obligation, teachers will accept responsibility for supplementary assignments such as activity periods, intramurals, attendance at curriculum and departmental meetings, grade level meetings and open houses.

Supervision of student groups at school athletic events, social events, and concerts will be, whenever possible, voluntary.

3.7 RELEASE TIME FOR PARENT-TEACHER CONFERENCE

A. The Corning-Painted Post Area School District has mandated Parent/Teacher Conferences in the grades (K-5). It is agreed that the District provide release time for those conferences in the following manner:

1. Dismiss elementary grades Kindergarten to five (K-5) for three (3) half days to be determined by the District during the fall and three half days in the spring where reporting practice requires it. If it is determined by the teacher in conjunction with the building principal that the three (3) determined half days are not sufficient time to complete their parent conferences, an additional half day of conference time may be granted and the teacher relieved by a substitute.
2. Teachers with half-day session will be granted up to three (3) half days per session in the fall and up to three (3) half days per session in the spring with the approval of the building principal.

B. At the secondary level there will be three half days set aside for parent-teacher conferences. Students in grades 6-12 will be dismissed after a half day of classes. In the middle school, there will be two afternoon sessions and one evening session for conferences in the fall. In the high school, there will be one afternoon and one evening session during the fall and one afternoon session in the spring.

The date and time of the conference sessions will be announced in the Staff Bulletin prior to June 1 of the previous school year. A session will be no longer than three hours. On the day of the evening conference, teachers will be released after the morning half day of classes.

3.8 CLASSROOM RELIEF

Maintaining a classroom conducive to the education of all students is the primary responsibility of each classroom teacher. When, in the opinion of the teacher, a classroom situation exists which interferes with this responsibility, the teacher may seek relief and/or support. The teacher will discuss the situation with the building principal and seek resolution. If both parties agree that relief and/or support is needed, they will develop a joint proposal, which may include immediate short-term support and a recommendation for appropriate long-term alternatives. The short-term plan should be immediate, and in place within three (3) working days. This written recommendation shall be submitted to the Assistant Superintendent for Instruction, who shall reply to the request within ten (10) working days indicating what disposition is recommended.

If the teacher and principal disagree upon the need for relief and/or support, the teacher may submit individual recommendation(s) directly to the Assistant Superintendent for Instruction. The Assistant Superintendent for Instruction will reply orally or in writing within ten (10) working days.

3.9 PART-TIME TEACHERS

A. Part-time teachers' work day and pay will reflect the percentage of their assignment. Example: ¼ time teachers shall work a total of 3.75 hours per day or two and one-half (2 ½) days per week. 80% teachers shall work a total of six (6) hours per day.

B. Part-time teachers will accumulate the equivalent of one (1) year of full-time service before moving to the next step of the salary schedule. Incumbent part-time teachers' dollar placement
will remain save harmless. Step movement will occur effective in the month when a new full year equivalent is achieved.

C. Part-time teachers who apply for full-time employment in a subsequent year and, in the opinion of the responsible administrator, are equally qualified and possess equal abilities, will be given preference in hiring decisions for probationary assignments. Individuals who are not selected may request, and will receive from the Personnel Office, the reason(s) for the hiring selection. Part-time teachers moving to full-time service will have prior local service considered on the basis of actual accumulations of full-year equivalents according to Article 8.6 Credit for Experience. Example: Six (6) full years (September thru June) of service as a 60% part-time teacher is 3.6 years or three (3) years and six (6) months in full-year equivalents based on a ten (10) month typical year.

3.10 LONG TERM SUBSTITUTES

A. To maintain the academic program, the District will seek to employ certified teachers as substitutes whenever possible.

B. Long term Substitutes employed one semester or longer shall be subject to the same evaluation process as probationary teachers. Example: A long term substitute employed for one semester will be evaluated at least once a semester.

4. PROFESSIONAL RIGHTS AND RESPONSIBILITIES

4.1 CURRICULUM

A. The Board and the Association agree that professional staff is and should continue to be a major source of development and innovations in improving the educational programs carried on in the Corning City School District. The Parties agree further that it is important for the professional staff to participate in the overall coordination of studies, projects, and other activities directed toward the development, improvement and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing, and introduction of new programs and toward the research in pertinent educational and related areas.

B. The Board and the Association recognize that there are other institutional and community resources capable of great contributions toward these ends and that the utilization of such resources should be coordinated with the efforts of the school administration and the professional staff.
4.2 PROFESSIONAL DEVELOPMENT STEERING COMMITTEE

A. A District Professional Development Steering Committee will be established to deal with matters pertaining to the upgrading of teaching skills and the professional growth of educators. This committee, composed of four (4) members appointed by the Association and four (4) members appointed by the Superintendent of Schools, will meet on a bi-monthly basis. This group will create task forces to study current topics.

B. Once a task force has been established, they will be given a mission statement and a time line to complete their task. Once the task force's assignment has been completed, they will present it to the Professional Development Steering Committee for the Committee's review and recommendations.

C. The Professional Development Steering Committee shall consider all proposals from any source respecting curriculum, teaching methods, aids and materials, educational facilities, design and equipment of new and remodeled school construction, and any other matter pertaining to the improvement of the educational programs carried on or proposed to be carried on in the Corning Schools.

D. The Committee's decisions cannot affect the terms and conditions of employment or the powers of the Superintendent of Schools or the Board of Education under the Education Law.

4.3 EXECUTIVE COMMITTEE

A. A teacher-administration liaison committee shall be established to review and discuss current school problems and practices.

B. The Committee will consist of the President of the Association, one elementary, one middle school, and one senior high teacher, one teacher specialist, one elementary and one secondary principal, and Superintendent of Schools and/or designee. The President of the Association will appoint the teacher representatives.

C. The initial organizational meeting of the Committee shall be convened by either the Association President or the Superintendent.

D. Additional meetings of said Committee will be held when requested by either the Association President or the Superintendent but will not be held more than monthly except by mutual agreement of the Association President and the Superintendent of Schools.
4.4 TEACHER PERSONNEL FILE

A. With the exception of pre-hire material, the teacher will be allowed to review their individual personnel file. Such review will be allowed at the mutual convenience of the teacher and the Assistant Superintendent for Administrative Services with the request for review made at least twenty-four (24) hours prior to the requested review time. The teacher's official personnel file will be kept in the District Personnel Office.

B. A teacher will be provided a copy of any document placed in their personnel folder on forty-eight (48) hour request to the Assistant Superintendent for Administrative Services and on payment of the district fee for document duplications. Any document placed in the personnel file after July 1, 1987, will be dated and will carry the notation "cc: Personnel File." District copies of District forms shall not require this notation.

C. When a critical comment from any source is to be placed in the teacher's personnel file, the teacher will be notified in writing. The teacher may respond in writing if desired. This response will be placed in the teacher's personnel file along with the critical comment. No uncorroborated material shall be placed in a teacher's personnel file.

D. A teacher will have the right to prepare a short response to any document placed in the teacher's file, after July 1, 1987, which the teacher views as detrimental. This response will be attached to that document and will be placed in the personnel file.

E. A teacher may, in writing, give the CTA President authorization to review their personnel file.

4.5 STUDENT DISCIPLINE

A. All professional personnel are responsible for the general welfare of students in the building. Each building principal, with the cooperation of the building staff, is expected to develop a set of procedures which will aid in the maintenance of good discipline. The procedures will follow the District Code of Conduct, mandated by New York State SAVE legislation of Educational Law Section 3214. District policies and building procedures regarding the disciplining of students will be fully explained to all staff in their respective buildings at the first building meeting of the year. Copies of these discipline policies, procedures and the District Code of Conduct will be given to each teacher at the meeting. If revisions are made to the policies, procedures or the District Code of Conduct each revision shall be distributed in writing and discussed during a faculty meeting prior to implementation of the revision. These procedures shall include:
1. Teachers will participate in helping to carry out necessary classroom and building atmosphere in keeping with the written regulations established for each building.

2. While the primary responsibility for discipline in the individual classroom must remain with the individual classroom teacher, it is expected the teacher will promptly refer to the principal, or designee, any pupil whose conduct is unacceptable and who does not respond to the classroom teacher's normal disciplinary measures.

3. Teachers who use reasonable restraining measures will receive support from the Administration and the Board of Education.

4. The teacher will use and submit the referral form promptly.

B. In the event that the presence of any pupil substantially impedes the educational process or interferes with the teacher's classroom authority, as stated in the SAVE legislation from New York State Education Law Section 3214, the teacher may have such pupil removed from class according to the policies and guidelines of the District Code of Conduct. The teacher shall not exercise this procedure unless all reasonable means within the teacher's resources to control or discipline the pupil or pupils concerned have been exhausted by the teacher. Teachers will be informed of the action taken.

C. Appropriate measures to respond to students involved in misconduct or unlawful acts must be taken by any instructional staff member who may witness such actions according to the District Code of Conduct. The Superintendent shall employ all administrative and legal actions necessary to support reasonable disciplinary measures taken by instructional staff members.

D. It is recognized that a teacher acting "in loco parentis" may use reasonable restraining force upon a student when, and to the extent that, the teacher reasonably believes it to be necessary to control the student, protect the teacher's welfare, the student's welfare, or the welfare of other students, or to protect the property of the school or others. Such actions will be taken in accordance with the District Code of Conduct.

4.6 PERSONAL INJURY & TEACHER PROTECTION & PERSONAL LIABILITY

A. A teacher will immediately report to the principal or immediate supervisor in writing, all cases of assault and/or battery suffered in connection with employment. This report will be forwarded to the Superintendent and to the Association President.

B. Whenever a regularly employed teacher is absent from their employment and is unable to perform their duties as a result of personal injury caused by an accident or an assault occurring in the course of employment and the teacher has not been personally negligent with reference to the incident, they will be paid their
full salary from the date of the injury until the end of one (1) calendar year. None of the time of their absence will be charged to sick leave during this period. The amount of any weekly Worker's Compensation (salary) award made for temporary disability due to said injury will be paid to the Board in full by the employee.

C. In the event that the teacher is unable to return to work after one (1) calendar year:

1. A teacher may draw up to twice the accumulated sick leave provided the employee returns any Workers' Compensation benefits to the district.

2. Upon exhausting sick leave, a teacher may draw up to twice the accumulated personal days, with full pay, provided the employee returns any Workers' Compensation payments to the district, provided that:

   a. The Workers' Compensation Board, when it has ruled, finds that an employee injury or disease occurred in the performance of his duty.

   b. There is not good and sufficient reason to believe that an employee could report to work on a full-time or part-time basis.

   c. In the event that an employee is found ineligible because of a or b above, the district will be reimbursed for any payments that it made during the unapproved period.

An employee will:

   a. Be restored, on a day for day basis, any accumulated leave credits used if the Workers' Compensation Board credits the employer for "wages paid."

   b. Have no leave charges made if he returns on a part-time basis.

   c. Have no charges made against either wages or any leave for required appearances before the Workers' Compensation Board or to attend any board ordered examinations.

D. In the event that a teacher is assaulted in the course of employment and it results in absence from employment, the Superintendent or designee shall have sole discretion to extend sick leave as needed from the sick leave bank. These days are not to be paid back to the sick leave bank. In this instance,
the teacher shall apply in writing directly to the Superintendent.

E. Under no circumstance(s) is an employee obligated or mandated to return a Worker’s Compensation Board scheduled loss payment to the District.

### 4.7 RIGHTS TO REPRESENTATION

A. In any case in which the administrator or supervisor summons a teacher for a conference involving matters which involve teacher discipline or reprimand or which might lead to discipline or reprimand (including personal matters of the particular teacher), the administrator or supervisor, at the beginning of the meeting, shall inform the teacher of the right to have a union representative.

B. The time for the conference is one which will be mutually convenient to the teacher, administrator or supervisor and representative.

C. This conference will not interfere with instructional time, unless such discipline shall include removal of the teacher from the classroom situation.

### 4.8 RECRUITMENT

A. The processes of recruitment and selection of classroom teachers will be strengthened and facilitated through the cooperative efforts of the Association and the District. Classroom teachers should be involved in the recruitment and selection of new teachers.

B. The Association shall provide to each building principal a list of host teachers by June 15 for use during the summer and the school year.

C. A host teacher appointed from the list by the principal will consult with teaching candidates. The host teacher shall in turn transmit in writing the results of the consultation to the principal. The principal in turn shall transmit these results to the Personnel Office.

D. If the lists are not furnished by the specified dates the building principal may act independently. If no host teacher is available, the Principal will notify the President of the Corning Teachers’ Association at least twenty-four (24) hours prior to the interview.

E. In addition, the building principal may invite another teacher who is in the same discipline as the teaching candidate(s) to be present during the interview(s).
F. Teachers involved in the interview process shall be compensated for their time with in-service credit for interviews conducted outside the regular school day.

G. In limited circumstances where the District is recruiting teacher candidates to fulfill objectives related to diversity in the workplace, the use of a host teacher (stated in 4.8 C) shall be waived. In such cases, the Superintendent or his/her designee shall inform the Association president prior to the recommendation to the Board of Education.

4.9 EARLY RETIREMENT INCENTIVE PROGRAM

A. A teacher with ten (10) years of consecutive full-time service in the Corning-Painted Post Area School District will be compensated upon retiring from the District at the rate of one dollar fifty cents ($1.50) per year of service to the District times the number of accumulated sick days. The total amount may not exceed ten thousand dollars ($10,000). (A period of leave of absence without pay shall neither count toward accumulated service nor constitute a break in such service.)

Effective July 1, 2009, a teacher with ten (10) years of consecutive full-time service in the Corning-Painted Post Area School District will be compensated upon retiring from the District at the rate of two dollars ($2.00) per year of service to the District times the number of accumulated sick days. The total amount may not exceed fifteen thousand dollars ($15,000). (A period of leave of absence without pay shall neither count toward accumulated service nor constitute a break in such service.)

B. In addition, if a teacher leaves the District during their first year of eligibility with undiminished retirement benefits in the New York State Teachers’ Retirement System, the teacher will receive an additional $15,000. Teachers intending to retire at the end of the first semester of a given school year must submit a letter of intent by the preceding August 1. Teachers intending to retire prior to the beginning of the next school year must submit a letter of intent by the preceding January 31.

In designating the first year of eligibility, the 24-month state enhancement enacted in July 2000 may or may not, at the individual’s option, be included in the calculation of the first year of eligibility.

C. The teacher shall have the option of either:
   1. A lump-sum payment made within thirty (30) days after the teacher submits the New York State Teachers’ Retirement System verification of retirement to the personnel office, or resignation.
2. Teachers willing to declare retirement incentive three (3) years in advance will have the benefit distributed over the last three years of employment in the following manner:

   Year 1 - one-sixth of the incentive;
   Year 2 - one-third of the incentive;
   Year 3 - balance of the incentive.

In no instance will the person's regular salary increase by more than twenty percent over the previous year's salary. In the event that this occurs, the excess will be applied to the next school year's payment. If there is a significant life-changing event in one's life, which dictates a change in the timing of retirement, an individual may opt out of option 2 by making arrangements with the District to repay the money already received.

4.10 COMMITTEES

A. The District will consult with the President of the Association concerning the selection of the teachers serving on any committees, task forces, etc.

B. It is mutually understood that a variety of philosophies should be represented on such District committees.

C. The Association will have the right to appoint at least one half of the teachers on such committees. The names of the Association appointees to such committees will be sent to the District by June 15th. The District will reply with the appointment of all committees by September 15th. Any new committees that are established during the school year must be filled within thirty (30) work days. If the Association is unable to comply with this provision, the District reserves the right to appoint the remaining members.

D. The Committee on Special Education will include only those members required by State Education Department Regulations.

ARTICLE 4.11 - DEPARTMENT CHAIRPERSONS, HIGH SCHOOL

A. Positions

The Corning-Painted Post Area School District will appoint Department Chairpersons in each high school in the following areas: English, Mathematics, Science, Social Studies, Foreign Language, Occupational Education (Business and Technology), Expressive Academics (Art and Music), Physical Education/Health/Home Economics, Guidance, and Special Education.
B. Selection Process
   The following process will be used to select department chairs:
   1. The Principal will solicit the names of department members willing to serve.
   2. The Principal will screen the list of those willing to serve and return 2 or more to the department.
   3. The entire Department votes each year during May to recommend a Chairperson for the following year.
   4. If, by July 1, the department hasn’t selected a Chairperson or, if fewer than two members show interest, the Principal will select an individual from those willing to serve (per step one).
   5. The Principal shall forward the department recommendation to the Superintendent of Schools.
   6. If the Superintendent accepts the recommendation, the Superintendent will then present the recommendation to the Board of Education for their action.

C. Department Chair Assignments and Supervision
   The assignments for a Department Chair shall be 25 periods per week of classroom instruction, including lab supervision.

D. Stipend
   A stipend of $1,500 is to be paid for work that takes place during the school year. Chairpersons will be released from a period of non-teaching assignment.

4.12 TECHNOLOGY SUPPORT

The District will have one (1) technology support teacher in each building. If the District’s need for technical support should change during the term of the agreement, the District will notify the Association in writing by May 1, for the following school year.

A. Elementary Schools
   The technology support teacher in each school will be paid an annual stipend of:

   $750.00 - Carder, Severn, Smith and Erwin Valley Schools
   $450.00 - Frank Pierce, Gregg, Kent Phillips, Lindley-Presho and Winfield Elementary Schools

B. Middle Schools
   The technology support teacher will be assigned two (2) instructional periods, four (4) periods of released time for teacher/student technical support, one (1) period for team planning, one (1) period of personal planning, and a minimum of a 30-minute duty-free lunch period.
C. High Schools
The technology support teacher will be assigned four (4) instructional periods (or the equivalent), one (1) period of released time for teacher/student technical support, and be released from the duty assignment and team planning and a minimum of a 30-minute duty-free lunch.

5. DISTRICT RESPONSIBILITIES

5.1 BUILDING COVERAGE

A. All schools will have administrative coverage* during regular school days.

B. The most appropriate administrative coverage at secondary and middle schools is by the regular school principal or assistant principal(s). When such coverage is not possible for a period exceeding one day, the District will hire a substitute.

C. In elementary schools, a teacher designee will be appointed by the building principal and will take charge when the principal is not available**. The building principal or spokesperson will inform the teacher designee when the principal will not be available. This teacher designee must consent to serve and will be relieved of all classroom duties by a substitute should it be deemed necessary by the principal after consultation with the teacher designee.

D. At the initial faculty meeting the principal will explain the duties of a teacher designee.

E. One teacher designee per elementary building will be paid an annual stipend of seven hundred dollars ($700). An Additional annual stipend of three hundred dollars ($300) will be paid for elementary schools with a student population of more than 300.

F. The teacher designee shall contact the principal, if they are in another building within the district or shall be given the name of another administrator to be contacted if the principal is out of the district, when discipline situations indicate the need for administrative attention.

*Coverage - As long as principal is available by phone.
**Not available - Means ill, out-of-town or on vacation.

5.2 TEACHER EVALUATION

The evaluation process and instrument shall be developed through an APPR team. Once the team makes a recommendation, the Association and the District will meet to finalize the evaluation process and instrument. Once completed, a description of the process and the instrument shall be attached to this contract as
an Appendix. Until such time as this has been accomplished, the current evaluation process and instrument shall remain in effect.

Recognizing that the goal of teacher evaluation is the improvement of instruction, the District and the Association agree to the following conditions concerning the process of teacher observation and evaluation.

A. As a minimum, formal classroom observation of teachers by persons certified in either administration or supervision will be one per year.

B. Such observation will be conducted openly with full knowledge of the teacher.

C. An observation for the purpose of evaluation will be limited to a class for which the teacher is certified. This does not preclude informal classroom visitations by administrators.

D. At least one observation each year shall include a pre-observation conference, unless this conference is waived by mutual agreement between the observer and the teacher. This pre-observation conference will be held within three days prior to the observation.

E. A post-observation conference will be held with the teacher within ten work days of the observation, extended per diem if the teacher or observer is absent from duty in the building during this period.

F. When any observation instrument is placed into the teacher’s personnel file, the teacher may respond in writing if desired.

G. During any post-observation conference, the teacher will sign the observation instrument that will be entered into the teacher’s personnel file as an acknowledgment that the teacher has read the statement. The signature does not constitute either approval or disapproval of the observation. A copy of this observation instrument will be given to the teacher.

H. Nothing in this article precludes normal visitations in the classroom by parents who have been given permission by the building principal or supervisor. Others may visit the classroom after receiving the principal’s and/or the supervisor’s permission and providing due advance notice to the teacher.

I. The responsible evaluator of a shared teacher is the home school administrator.

J. For clarification or assistance, a teacher may request a follow-up observation. The granting of such observation will be at the discretion of the administrator.
K. Follow-up observations, whether initiated by the District or the teacher, will not take place prior to the completion of the post-observation conference following each observation. Where a growth remediation plan is recommended, the next observation will not occur until there is provided reasonable opportunity for implementation of the plan.

Definitions:

Observation:
An official visit to an employee's teaching or work station for the purpose of gathering information for filling out an evaluation instrument.

Classroom Observation and Follow-Up Conference Instrument:
(See Appendix for the Classroom Observation and Post-Observation Conference Instrument.)

5.3 NOTICE OF VACANCIES

A. During the school year, employees will be notified of pending vacancies for current positions and positions of a new nature through listing in the Staff Bulletin. Notice for positions of a new nature shall include job description, building location and salary range. Vacancies for current positions shall include title and school.

B. Notice(s) of any vacancy of any professional position occurring during the summer shall be sent to the Association President or his designee.

C. Interviews for any position shall not be concluded prior to ten (10) work days following the delivery date of the Staff Bulletin in the schools or postmark of the letter sent to the President.

5.4 TRANSFER

A. The right of the District to transfer personnel within legal limits is recognized. Further, recognizing the often revitalizing effects of transfer, the District and the Association encourage teachers to seek transfer when it will have a positive effect on both students and personnel.

Requests for transfer will be in writing to the Assistant Superintendent for Administrative Services and will specifically designate the advertised vacancy for which the teacher is applying. Within fifteen (15) work days after receipt of request for transfer the Assistant Superintendent for Administrative Services will notify the applicant as to the status of the request specifically stating:
1. Transfer granted
2. Transfer being considered
3. Transfer denied at this time
After a vacancy has been filled, all unsuccessful applicants within the bargaining unit will be notified within 30 days. Unsuccessful interviewed candidates within the bargaining unit may write a letter to the Assistant Superintendent for Personnel requesting a meeting to discuss the reasons for being denied the transfer. Such reasons will not be subject to challenge through the grievance procedure.

Transfer will result in no loss of pay.

B. When a teacher is interested in a different teaching assignment, the teacher should apprise the Personnel Department of their preference via a letter which will specify the position(s) and school(s) in which the teacher has an interest. Such requests shall be made annually, no later than March 1 of any school year. If any vacancies arise after that date in an area which a teacher has expressed an interest, the letter of interest is to be considered as a request for transfer under paragraph A above pending confirmation by the teacher.

5.5 RE-EMPLOYMENT

The District will consider for employment any former teaching employee who exhibited satisfactory competency and performance in the opinion of the District.

5.6 FAIR DISMISSAL

A. Any teacher being denied tenure shall be so notified not later than 60 days prior to the end of the probationary period.

B. Any teacher who will not be retained for the coming year shall be so notified not later than sixty (60) days prior to the closing of school. Such notice shall be in writing and shall state cause for action taken.

C. If the teacher feels that the reason submitted by the Superintendent of Schools is invalid, the teacher may pursue the matter by electing to take action at Stage II of the Grievance Procedure. Specifically under this clause an arbitrator's decision shall not have the effect of granting tenure.

5.7 JUST CAUSE FOR TENURED TEACHERS

Alternative discipline and dismissal procedure of Just Cause as provided herein.

A. No tenured teacher shall be disciplined or dismissed without just cause. This Article shall not apply to probationary or long term substitute teachers.

B. For purposes of this Article, discipline shall be defined as a letter of reprimand, fine or suspension. Dismissal shall mean termination of services. For a document to be considered
disciplinary, it must be in writing and labeled as reprimand or identified as a disciplinary measure.

C. Counseling memoranda or documentation of incidents shall not constitute discipline and shall not be governed by the procedures herein. Teachers shall have an opportunity to respond to any counseling memorandum or documentation of incident in writing and have the response attached. These documents shall not, however, be considered discipline for purposes of this article.

D. District Procedures

1. Prior to the imposition of any discipline or dismissal, the Superintendent (or central office administrator appointed by the Superintendent) shall meet with the teacher. The teacher will be given reasonable notice as to the time of the meeting and be told the nature of the meeting and the teacher’s right to union representation. If the teacher wishes to waive the right to union representation, the waiver shall be in writing.

2. The District shall deliver a statement of charge(s) and the proposed penalty simultaneously with the affected teacher and the president of the Association. The statement of charge(s) shall contain a provision to allow the teacher to elect the procedures of Section 3020a of Education Law or the alternative discipline and dismissal procedure herein. Such election shall be in writing.

3. The Superintendent (or central office administrator appointed by the Superintendent) shall allow the teacher the opportunity to respond to the charge(s) and the proposed penalty before a decision is made imposing the discipline or dismissal.

4. If the Superintendent (or central office administrator appointed by the Superintendent) imposes discipline or dismissal, and the Association and the teacher dispute the discipline or dismissal, the Association (with permission of the teacher) may invoke arbitration using the expedited arbitration process herein. Arbitration shall be invoked by filing simultaneously with the Superintendent and the permanent arbitrator a notice of intent to arbitrate.

E. Arbitration Procedures

1. The parties agree that every effort will be made to hold the arbitration hearing within 30 days of the filing of the notice of intent to arbitrate and agree further that the hearing process and decision shall be completed within 60 days.
2. The District and the Association agree to Sheila Cole as the permanent arbitrator for discipline and dismissal just cause arbitration.

3. Should Arbitrator Cole be unable to schedule a hearing within the agreed 30 day time period or a time period mutually acceptable to the parties, the District and the Association will meet within three days to agree on a new or substitute arbitrator. If agreement is not reached, the Association may file the Demand to Arbitrate with the American Arbitration Association requesting the process be administered under the Expedited Process.


5. If post hearing briefs are required or requested by the arbitrator or by either party, said briefs are to be received by the arbitrator within 10 days of the conclusion of the hearing.

6. The arbitrator shall have 10 working days to render an award.

7. The decision of the arbitrator shall be final and binding on all parties to the proceeding.

F. The District may suspend a teacher without pay whom it seeks to dismiss pending the disposition of the charge(s).

1. If the District or the arbitrator is unable or unprepared to proceed to arbitration on the scheduled date, a teacher suspended without pay or terminated will be returned to the payroll, pending the outcome of the hearing. The teacher shall remain on the payroll unless the teacher or the teacher's representative is unable or unprepared to proceed to arbitration, at which time, the suspension will be reinstated.

2. Should the District fail to file its brief, while the Association has filed its brief in a timely manner, or the arbitrator fails to render an award in accordance with the provisions of this Article, the teacher suspended without pay or terminated will be returned to the payroll pending the outcome of the hearing.

3. The District must establish that there is Just Cause for the suspension without pay; otherwise, the arbitrator can order reimbursement.

G. Discipline involving reprimand shall follow the procedures set forth herein, except the procedure need not be expedited.
H. Except in the case of a teacher who had been suspended without pay, no party-in-interest shall suffer a loss of pay or benefits by reason of attendance at or participation in a hearing. If the attendance of witnesses is required, the District will provide substitute coverage.

5.8 IN-SERVICE PROGRAMS

A. The District will offer, at no cost to teachers, in-service courses. These courses will be developed to reflect the needs and interests of both the district and the staff. Classes will be held at a variety of times, such as after school, evenings, and summers. Enrollment in such courses, whether they be graduate, undergraduate, or in-service, shall be subject to prior approval of the Assistant Superintendent for Instruction or his designee. For each fifteen class hours of work teachers will receive one in-service credit hour.

B. Effective July 1, 2008, Teachers in the last column of the salary schedule will receive $250 for each credit hour on a non-cumulative basis. After payment, these hours may not later be used for horizontal promotion. During any fiscal year (July 1 - June 30) an individual will be limited to $1,250.

Effective July 1, 2009, Teachers in the last column of the salary schedule will receive $275 for each credit hour on a non-cumulative basis. After payment, these hours may not later be used for horizontal promotion. During any fiscal year (July 1 - June 30) an individual will be limited to $1,375.

C. In-service courses taken after July 1, 1985 and receiving prior approval of the Assistant Superintendent for Instruction may be used to meet the requirement for horizontal promotion for staff members on the BA/BS 30 Column and beyond.

5.9 CLASS SIZE

The following guidelines will be utilized in determining annual staffing:

A. ELEMENTARY:
   Kindergarten: Class size range from 15-25 is sought.
   Primary Grades: An average primary classroom size of twenty-five (25) is sought. The total grade 1, 2, 3 enrollment divided by twenty-five will determine the approximate number of primary classrooms in the building.

   Intermediate Grades: An average intermediate classroom size of twenty-seven (27) is sought. The total grade 4, 5 enrollment divided by twenty-seven will determine the approximate number of intermediate classrooms in the building.
Elementary Special Area Classes: Sizes of art, vocal music and the physical education classes will reflect the above elementary averages.

B. MIDDLE SCHOOL:
   Grade 6: An average grade 6 class size of twenty-seven (27) is sought. The total grade 6 enrollment divided by twenty-seven will determine the approximate number of grade 6 classrooms in the building.

Middle School Subject Areas | Building Averages Sought
--- | ---
English, Social Studies, Math, Science, Foreign Language and Art | 25 per section
Home and Careers | 20 per section
Technology, classroom | 25 per section
Technology, shop-related | 20 per section
Health | 30 per section
Physical Education | 32 per section

C. SENIOR HIGH SCHOOL COURSE OFFERINGS CRITERIA:

Minimum Class Sizes
Non-sequential elective courses require a minimum enrollment of eighteen (18). Exceptions may be approved by the Superintendent of Schools.
General Academic Courses:
   English, Social Studies and Math | 25 per section average
Science:
   Sought: 24 per section
   Maximum: 28 per section
Foreign Language:
   Sought: 25 per section
   (Stipulations: Initial levels of sequenced courses will be offered for a minimum of 20 enrollees. Offering through level 3 will be guaranteed once initiated. Levels 4 and 5 will be offered with a minimum of 10 students enrolled at a level, or in a combination of 4/5 class.)

Art:
   Studio in Art and Crafts | Sought: 20 per section
   Maximum: 25 per section
   All other | Sought: 18 per section
   Maximum: 20 per section

Technology:
   Mechanical Drawing | Sought: 24 per section
   Maximum: 20 per section
   Shop related | Sought: 16-18 per section
   Maximum: 20 per section

Business: Average Sought: 25 per section
Family and Consumer Science: Sought: 16-18 per section
Maximum: 20 per section

Health: 25 per section

Physical Education: Sought: 32 per section

NOTE: Elective program in grades 11-12 is more effectively implemented with pupil/section ratio of 24:1.

5.10 ADJUNCTIVE PROGRAMS

A. All positions in adjunctive educational programs will be advertised in the Staff Bulletin and posted in each school. Teachers interested in any such positions should apply in writing to the Assistant Superintendent for Administrative Services, identifying and expressing an interest in the specific vacancy. Candidates not selected for an interview will be so notified in writing. All unsuccessful candidates will be given reasons if requested. Such reasons will not be subject to challenge through the grievance procedure.

B. If at least two qualified teachers do not apply for any such position in an adjunctive program, then the district may seek employees from outside the present instructional bargaining unit.

C. The following performance evaluation procedures will be used for annually-appointed stipend recipients.

1. Annually-appointed stipend holders will meet with the appropriate administrator and/or supervisor before the appointed activity commences. For athletic activities the head coach will be included in the meeting. For non-athletic activities, activity directors, etc. shall be present.

2. At this meeting, job expectations will be discussed.

3. The District will utilize a performance evaluation instrument as agreed to by both parties for high school interscholastic athletic positions. This instrument will reflect discussed performance expectations. For the co-curricular and middle school coaching positions an evaluation, based on previously discussed job expectations, will be done in the form of a written statement when requested by either party.

4. Whenever a written evaluation is done, it will be presented to the employee within thirty work days following conclusion of the activity. Evaluations will be done by a certified supervisor.

5. The employee may respond in writing to the supervisor's written performance evaluation.

6. The performance evaluation and any written employee response will be placed in the employee's District personnel file.
7. Performance evaluation will be used as part of the District's process in making future adjunctive staffing selections.

6. ASSOCIATION RIGHTS

6.1 POSTING AND DISTRIBUTION

All written correspondence placed in District mail boxes, in the inter-district mail services, or posted on District bulletin boards must bear the name of the writer responsible for this piece of correspondence.

See also Association Article 6.2 Association Rights.

6.2 ASSOCIATION RIGHTS

A. Time Release - If a member of the bargaining unit's presence is required by the Board of Education, the Superintendent, or judicial board for the purpose of negotiations or grievance proceedings, the member shall be held safe and harmless for work responsibility and salary.

B. No rival organization shall have the right to use bargaining unit mail boxes, interschool mail, mail services or building bulletin boards during the life of the agreement. Nor will rival organizations be allowed to use District buildings during the regular school day except as provided by law.

C. Copies of the Board Minutes and Board Agenda will be made available in each building to the Building Representative before regularly scheduled meetings, except during July and August when such items will be available at the Board of Education Building.

D. Staff Bulletin - Building Representatives will receive a copy of all Staff Bulletins.

E. The District will make every effort to continue to provide without charge office space at East High School for the President of the Association. If such space is no longer available, the parties will determine a mutually satisfactory alternative location within another district school building.

F. The Association shall have the right to use school buildings without cost at reasonable times for its meetings and other business in accordance with District policies on the scheduling of the use of facilities.

G. The President of the Association assignment will be to teach three periods, one lunch period and one preparation period. The Association will pay twenty percent (20%) of the cost of the salary and fringe benefits for the Association President. The
District will pay eighty percent (80%) of the cost of the salary and fringe benefits for the Association President.

H. The Association President will accrue seniority credit in the person's regular tenure area while serving in the special assignment (Association President), according to the seniority guidelines.

Should the President be fulfilling any portion of a probationary period during the period of release from regular teaching duties, none of the release time will apply toward fulfillment of the probationary period.

I. The District shall make a good faith effort to return the retiring president of the Association to their prior position.

J. A total of twenty-five (25) days shall be granted to CTA for state and national conventions, conferences, task forces and committee meetings.

Association days will be approved by the President of the Association and the name of the recipient and date of absence will be forwarded to the Assistant Superintendent for Administrative Services for accounting purposes.

6.3 SENIORITY LIST - REDUCTION IN FORCE

A. The District will maintain an accurate seniority list of all bargaining unit members and will provide such a list to the President of the Association by January 15 of each school year.

B. The District will meet with the Association to discuss staffing needs, requirements, and lay-offs for the subsequent school year by May 15th, if requested by the Association.

6.4 GRIEVANCE PROCEDURE

A. PURPOSE

It is the desire of the School District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Both parties recognize, however, that the procedure must be available without any fear of discrimination or coercion because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance procedure.

B. DEFINITIONS:

1. A Grievance is a complaint which involves the interpretation of, application of, or compliance with, the provisions of this agreement.
2. The term Supervisor shall mean any principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.

3. The Chief Executive Officer is the Superintendent of Schools.

4. The Designee is any administrator designated by the Superintendent to act in his behalf.

5. The Association shall mean the appropriate formally recognized bargaining unit.

6. The Aggrieved Party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

7. A Party of Interest shall mean any party named in a grievance who is not the aggrieved party.

8. Representatives shall mean the person or persons designated by the aggrieved person as their counselor to act in their behalf.

9. A Working Day shall be considered to be those days, Monday through Friday, with the exception of holidays.

10. Building Representative shall mean the elected representatives (or their alternates) of the Association in each school building who serve on the Association's Executive Council.

11. Arbitrator shall mean any individual charged with the duty of rendering an opinion at Stage III of Grievance Procedure.

C. PROCEDURES:

1. Except for Stage I(a) and II(a) all grievances shall include the name and position of the aggrieved party, the identity of the provision of law, or 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 or parties involved in 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 the informal decisions at Stage I(a) or II(a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision
shall be promptly transmitted to the teacher and the Association.

3. If the grievance affects a group of teachers or appears to the Association to be associated with system-wide policies, it may be submitted by the Association directly at Stage II below. If the grievance does not involve the grievant's immediate supervisor, it may be submitted directly at Stage II.

4. The Board of Education and the Association agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

5. Both parties shall have the right to call witnesses in their behalf at any stage of the grievance.

6. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents are as attached. (See appendix). The Chief Executive Officer shall have them printed and distributed so as to facilitate operation of the grievance procedure.

7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.

8. 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 said matter adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of the Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views. 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, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

9. The Grievant may choose whomever they wish to represent them at Stages I, II, and III of this procedure, except that such representative may not be a representative of a competing employee organization.

10. The Chief Executive Officer shall be responsible for accumulating and maintaining an 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 the informal stage and all written decisions at all stages. Official minutes will be kept at Board and Association's expense, equally shared, of all proceedings at Stage III. A copy of such minutes will be made available to the aggrieved party and the Association within five (5) days after the conclusion of hearings at Stage III and will advise the appropriate Hearing Officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the Hearing Officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be made available for inspection and/or copying by the Association, the Aggrieved Party, and the Board, but shall not be deemed a public record.

11. 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. No grievance will be entertained as described below, and such grievance will be deemed waived unless grievance is forwarded at the first available stage within sixty (60) teacher work days after the employee knew or should have known of the act or condition on which the grievance is based.

2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement is barred.

3. 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.

4. In the event a grievance is filed on or after June 1, the time limits may be changed by mutual consent.

E. STAGES OF GRIEVANCE

1. Stage I: Supervisor
   (a) The Grievant accompanied by one representative, if so desired, shall make an oral complaint to the immediate supervisor. At this time, the supervisor and the
grievant and/or representative shall discuss the grievance and attempt to resolve it. If the grievance remains unresolved at this point, the grievance shall move to step b, (Stage I). The supervisor may also have a non-bargaining unit representative of the supervisor's choosing.

(b) Within five (5) teacher work days after the discussion, the Grievant shall reduce the grievance to writing in detail, and shall submit it to the immediate supervisor. Within five (5) teacher work days the supervisor shall render a written decision to the teacher, their representative and the Association.

2. Stage II: Chief Executive Officer

(a) If the teacher initiating the grievance and/or the Association are not satisfied with the written decision of the conclusion of Stage I, the written positions of both the Grievant and the immediate supervisor shall be submitted to the Superintendent or designee. The grievant may elect to go directly to Stage II (b).

Unless otherwise notified, within five (5) work days after receiving the written appeal, the Superintendent or designee shall have a joint oral discussion with the grievant, the representative, if any, and the immediate supervisor. If the grievance is not resolved at this point, it shall move to Step (b).

(b) Upon the request of either party within five (5) teacher work days after the oral discussion or five (5) days after formal submission at Stage I (b) the Superintendent or designee will conduct a hearing. This hearing shall not be open to the public but the grievant and the supervisor may have any reasonable number of representatives and/or witnesses that either desires. Within ten (10) work days after this hearing, the Superintendent or his designee shall render a decision in writing to both parties. If the grievance is not resolved at this point, it shall proceed to the next stage.

3. Stage III: Binding Arbitration

(a) After such a hearing, if the teacher and/or Association are not satisfied with the decision at Stage II, and the Association determines that the grievance is meritorious, it may be submitted to arbitration by written notice to the Board of Education within fifteen (15) school days after the decision at Stage II.

(b) Within five (5) school days after such written notice of the submission to arbitration, the Board of
Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from the said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five (5) days, 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 hear the matter promptly and will issue a decision not later than fourteen (14) days from the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issue.

(d) The arbitrator shall have no power or authority to make a decision which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement.

(e) The decision of the arbitrator shall be binding.

(f) The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

6.5 TEACHERS' CHILDREN - TUITION-FREE REGULAR ATTENDANCE

Non-resident children of district teachers may attend the Corning-Painted Post Area Schools under the following conditions:

1. Enrollment is tuition-free and open to children in Grades Pre-K to 12 and shall include regular classroom instruction and all district-operated remediation, enrichment and/or accelerated programs and extra-curricular activities.

2. Excluded from enrollment shall be placements approved by the Committee on Special Education from the home district and all programs under the auspices of a BOCES program, unless the parent of the non-resident child pays the difference between the tuition for the regular education program and the special education or BOCES program.

3. Requests for enrollment shall be made to the Superintendent of Schools no later than June 30th preceding the year of enrollment and shall be for no less than a full academic year.
4. The parent(s) of the non-resident students shall provide daily transportation to and from school.

7. LEAVES

7.1 SICK LEAVE

A. Sick leave shall be used when an employee is unable to attend to their duties because of mental and physical incapacities, and temporary disabilities and/or the need to seek professional or medical consultation for diagnostic or follow-up purposes.

B. The number of days sick leave allowed each year to each teacher of the Corning City School District is to be determined at the following rate:

* 10 month personnel 11 days per year
* 11 month personnel 12 days per year

Absence on sick leave results in no loss of pay. Such leave is to be granted for personal or non-serious family illness.

C. Unused sick days are to be accumulated without limit. For teachers who have excessive absence or chronic patterns of absence, the District reserves the right to request a medical excuse.

D. A sick leave bank shall be established as follows:

1. Teachers whose sick leave is exhausted may apply to borrow up to ten (10) days to be paid back at a rate of not less than three (3) days per year. The mandated rate will be deducted at the beginning of each pay-back year. The total borrowed may never exceed ten (10) days.

The sick leave bank is not available to those designated as substitute teachers. Part-time and new (mid-year) employees are eligible to borrow up to ten (10) days times their percent of annual appointment. Ex: For February 1 appointee, ten (10) days X .50 = 5 days. For one-half time (part-time) teachers, ten (10) half days or five (5) full days.

2. A teacher leaving the District voluntarily or by non-reappointment shall pay the District back for sick leave days borrowed from the bank in excess of any days that may have accumulated. Such payment shall be at the per diem salary in effect at the time the days were borrowed.
3. A teacher leaving the District because their position was abolished shall not be held liable for any days owed the bank.

4. Any employee wishing to borrow days from the sick leave bank must make application in writing to the Personnel Department. This must be done not later than ten (10) working days after the employee returns to work.

5. Once a bargaining unit member has exhausted all other sources of sick leave, they may apply to the Superintendent of Schools. In such emergencies the Superintendent has sole discretion of granting additional days from the sick leave bank. These days are not to be paid back.

E. For the purpose of temporary disability, teachers will be granted sick leave for a period not to exceed 6 weeks (30 school days) providing the teacher has entitlement under #2 and #3.

F. At the end of the first five years only, a bonus of 20% X unused sick leave will be credited to accumulated sick leave. Any portion of a day in the five-year sick leave bonus will be accredited as a full day.

*Part-time teachers' sick leave will be pro-rated as full time equivalents of the noted days.

G. Time spent on a leave without pay, ten (10) or more work days during a school year, shall result in an adjustment of seniority and step placement for subsequent years. This adjustment shall be deducted from the teacher’s total years of service, and such deduction may result in a teacher with an earlier date of hire having less seniority than a teacher with a later date of hire. Step placement shall also be adjusted.

7.2 PERSONAL DAYS

A. Full-time teachers will be granted three (3) days personal leave. Part-time and new (mid-year) members will be granted three (3) full-time personal leave days times their percent of annual employment. Example: February 1 appointee: 3 days X .50 = 1.5 days. For 33% part-time teacher, 3 days X .33 = .99 = 1 day.

B. Teachers will be granted a personal leave provided that notice is given to the immediate supervisor by 12:00 p.m. of the preceding day and a substitute is available. Emergency situations requiring the use of a personal day must be approved through the teacher’s immediate supervisor.

C. Personal leave days will be in addition to sick days. If a teacher has unused personal leave day(s) at the end of a school year, the remaining unused personal leave days, if any, will be converted to cumulative sick leave.
D. Once a teacher has used all available personal leave days, the teacher may apply to the Superintendent of Schools, in cases of extenuating circumstances, for an additional day. The Superintendent, or designee, has sole discretion of granting the additional day.

E. Reasons must be given for personal leave for the day immediately preceding or immediately following a holiday period. Such leave may be granted for those matters which cannot be handled outside of regular school hours and for extreme inconvenience and hardship.

F. Personal day forms shall be in the principals' offices and shall be filed with the building principal(s). See Appendix for Personal Leave Form.

G. If it is found that a teacher has misused the personal day policy, their pay shall be deducted accordingly.

7.3 SERIOUS FAMILY ILLNESS OR BEREAVEMENT DAYS

A. Up to five (5) days in one school year will be allowed with pay in the event of death or serious illness or injury requiring bedside or household attention by the teacher for a member of their family, or for other persons living in the home of the teacher, (as defined in 7.3 B.1, which follows). Family shall be defined as spouse, parent, natural, step, or adopted children, grandparents, grandchildren, aunts, uncles, and siblings. Leave may be taken for family members of the teacher or the family members of the teacher’s present or former spouse.

B. Bereavement leave will be granted as follows:

1. The term of bereavement leave shall be five (5) days of leave with pay for the deaths in the immediate family. Immediate family shall be defined as spouse; parent of the employee or the employee’s spouse; natural, step or adopted children; grandparents, grandchildren; siblings; or for other persons living in the home of the teacher for an extended period who, though not specifically listed above, are regarded as family.

2. The term of bereavement leave shall be three (3) days of leave with pay for the deaths of other relatives. Other relatives shall be defined as brother-in-law, sister-in-law, step-brother, step-sister, son-in-law, daughter-in-law, nieces and nephews, as well as the aunt, uncle, or first cousin of the employee or the employee’s spouse.

3. Up to two (2) days of leave are allowed each year for attendance at funerals of persons other than the immediate family. The granting of said days shall be at the discretion of the teacher’s immediate supervisor.
C. Procedures for serious family illness and bereavement leave will be:

1. Upon return to work, the teacher shall submit to their immediate supervisor a statement specifying that the days used for serious illness be deducted from the five (5) permitted for serious illness in the family and stating which doctor was consulted. In case of death, the immediate supervisor may submit a statement for the teacher and the appropriate number of days will be applied. For funerals not in the teacher’s family, a copy of the published obituary should be attached to the written statement. If it is found that a teacher has misused the bereavement day policy, their pay shall be deducted accordingly.

2. Serious family illness or family bereavement days will be in addition to sick leave.

3. Anyone with extenuating circumstances can apply to the Superintendent of Schools for up to five (5) days of leave under this section.

7.4 VISITATION DAYS

A. Teachers will be provided with visitation days, for the purpose of observing inter and/or intra school programs. The date of visitation must be mutually agreed upon by the teacher and the immediate supervisor.

B. If requested, up to fifty (50) teacher visitation days for the bargaining unit per school year will be granted on days school is in session for teachers. The immediate supervisor will arrange for the teacher’s absence with the Assistant Superintendent for Administrative Services who will be responsible for coordinating visitation day usage.

C. Teacher visitation days may be arranged on Staff Development Days when the program committee authorizes. On Staff Development Days the immediate supervisor will arrange for the teacher's absence with the Assistant Superintendent for Administrative Services who will be responsible for coordination of visitation day usage.

D. District initiated visitation days will not be charged against the fifty (50) teacher visitation days.

1. Application form for visitation day will be placed in the applicant's personnel files.

2. Visitation report form will be forwarded to the Assistant Superintendent for Instruction.
7.5 SABBATICAL LEAVES

A. Annually, the District shall grant up to the equivalent of two (2) full year sabbatical leaves for members of the bargaining unit.

1. An applicant must be permanently certified.
2. All applicants must have been employed full time in this District for at least seven (7) consecutive years prior to the period for which application is made. A leave of absence shall not constitute an interruption in service.
3. Subsequent sabbatical leave shall be granted only after eligibility has been re-established, i.e. after an additional seven (7) years of service.

B. The procedure for applying for sabbatical leave shall be as follows:

1. All applications for sabbatical leave shall be submitted no later than April 1 of the prior school year. In the event that the full quota of sabbatical leaves has not been awarded, application for second semester sabbaticals will be considered if submitted no later than October 1.
2. It shall be the duty of the applicant to include with their application form the following appropriate materials:
   a. Study: a program of courses in which the applicant shall participate to qualify for higher credentials, and/or
   b. Travel: the proposed itinerary, with a statement of the professional objectives to be gained by such travel and a statement of the value of the tour to the students of the District.
   c. Research and/or Writing: an outline of the proposed project with such approval as is necessary to indicate value of project to the present or future service of the applicant in the profession and specifically to the Corning City School District.

C. The disposition of each application shall be as follows:

1. All applications shall be referred to the Sabbatical Leave Committee, which shall consist of the Assistant Superintendent for Instruction or designee, one building administrator and two (2) teachers, one elementary and one secondary, appointed by the President of the Association.
2. The Committee shall review each application on the merits of:
   a. purpose of leave
   b. potential benefits to the students of the District
   c. potential professional benefit(s) to the applicant
   d. other
3. The Committee, after a majority decision, shall make its recommendation(s) to the Superintendent, who in turn will make his recommendation(s) to the Board of Education. The Superintendent will inform the applicants of final Board of Education action.

D. The teacher must agree to sign a written agreement to return to service in the Corning City School District for two years immediately after leave.

E. A teacher taking sabbatical leave and not teaching in the system for two subsequent years, must repay to the Board the full amount of pay drawn during the sabbatical leave. This does not apply when the employee becomes disabled or in cases in which the Board waives the rule because of extenuating circumstances.

F. Compensation during the period of leave shall be as follows:

1. The applicant's annual salary shall be fixed as the salary the applicant would have received had he maintained his usual teaching duties.

2. Each semester of leave shall obtain for the applicant one half (½) of his regular salary for that semester.

3. Payments shall be in accordance with regular District procedures.

4. Successful applicants for sabbatical leave shall suffer no curtailment of those fringe benefits as listed:

   a. insurances
   b. sick leave
   c. seniority

G. Upon expiration of sabbatical leave, the employee shall be restored to a comparable position, with all seniority, status and compensation benefits as if they had maintained their usual teaching duties.

H. In addition, one hundred-fifty work days will be set aside to free teachers to work on curriculum-related assignments. In order to be eligible for such consideration, the teacher will be requested to develop a proposal which will be submitted to the Superintendent of Schools for approval. Individual assignments will not exceed ten days.

7.6 JURY DUTY AND COURT APPEARANCES

A. The Board of Education and the Association recognize that every staff member, as a citizen, has a responsibility to serve on jury duty. In cases where a staff member is "called for jury duty," the teacher shall notify the supervisor immediately. The Board will then grant jury leave for the duration of that individual's responsibilities to the court. Any daily rate paid to individuals for jury duty services shall be paid over to the
District by the individuals involved. In return they will receive their regular pay and benefits during the time that they serve.

B. The Board of Education and Association also recognize that days taken by a professional employee as a subpoenaed witness shall be granted automatically and shall not result in reduction of pay and personal days provided that the District shall be reimbursed from any witness fees received.

7.7 TEACHER EXCHANGE

A. The Association and District support the concept of Teacher Exchange Programs within the district, the state, nationally, and internationally.
B. Such exchange will be considered under the following conditions:

1. The replacement personnel involved will meet the requirements of the school district and New York State Law.
2. The application is filed with the District by January 1 of the prior school year.
3. The District shall be held save harmless from incurring any incidental expenses.

7.8 LEAVE OF ABSENCE WITHOUT PAY

A. Teachers shall be granted a leave of absence without pay for the purpose of caring for a newly acquired child.
B. Teachers may request leave of absence for the following purposes:

1. Voluntary Military Service (See APPENDIX A-6)
2. Peace Corps/Vista Service
3. State and National Professional Association Activities.
4. To campaign for or serve in an elected or selected full time public office.
5. Academic study for advancement in the profession of education.
6. Special needs.
7. A teacher who has been scheduled for excessing in order to explore job opportunities.

C. Procedures for Leave

1. The teacher will request a leave of absence in writing at least thirty (30) days prior to the expected effective date of such leave.
2. The teacher's request will specify the date of commencement and expected date of return.
3. The teacher may request a one year extension of a granted leave. Request for extension must be made in writing no
later than June 1 of the school year for which the original leave was granted.

D. Conditions for Leave

1. A teacher who is pregnant may continue in active employment as late into the pregnancy as desired, provided she is able to properly perform her required functions and has the approval of her physician. All or any portion of leave taken from work because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave.

2. Except for medical, emergency and short term reasons, leave granted in a given year will terminate on the first day of the following school year. However, a teacher requesting a child rearing leave may request such a leave for the first semester only, but such leave will not be extended.

3. The Superintendent of Schools has the authority to grant leaves of absence for periods not to exceed five (5) weeks in accordance with Board Policy (GCBD). Such leaves are not to be considered part of this article.

4. While on leave, the teacher shall have the option to remain an active participant in the benefits programs of the district by contributing the full cost of the premiums of their selected programs.

5. All rights accrued to the teacher by the date of commencement of the leave shall remain in effect.

6. Should a vacancy exist, a teacher returning from leave shall be placed in a position equivalent to that held at the commencement of the leave.

7. For salary placement at the termination of leave, military service while on leave of absence shall be given credit on a year for year basis to a maximum of three (3) years. Peace Corps and Vista will be given year for year credit.

8. Military leaves shall be subject to conditions as are or may be established by Federal and State Law.

7.9 SERVICE/SEPARATION LEAVE OF ABSENCE

A. Pre-Retirement Leave

Teachers with 20 years of service in the District shall be granted a leave of absence without pay for the purpose of a pre-retirement leave. Leave will be granted for up to four (4) years prior to the date the teacher is first eligible to retire under the NYSTRS without loss or reduction of benefits.

B. Procedures for Leave

1. The teacher will request the leave in writing at least ninety (90) days prior to the effective date of such leave in the form of an irrevocable letter of retirement.

2. The teacher's request will specify the date of commencement of the leave.
3. The teacher will retire at the conclusion of the leave.

C. Conditions of Leave

1. While on leave, the teacher may remain an active participant in District health insurance plan at 50% of the employee premium or premium equivalent.
2. Teachers on leave may choose not to participate in the District Health Insurance Plan, pursuant to Section 8.9 of the Agreement.
3. Teachers granted the leave shall not be eligible for state or contractual retirement incentives.
4. The vacated position shall be unencumbered.

8. SALARY AND FRINGE BENEFITS

8.1 TUITION REIMBURSEMENT

A. The district shall reimburse full-time provisionally or initially certified teachers who are in the process of fulfilling requirements needed for a permanent or professional certification in the teacher’s subject area. Reimbursed courses are to be used for one horizontal promotion only. Teachers shall be reimbursed $450 on a per credit-hour basis to a maximum of 12 credit-hours in a contract year (July 1 - June 30).

B. In order to be eligible for this reimbursement, the course taken must be successfully completed with the teacher earning a grade of B or better. An official grade report showing completion of the course and the grade earned must be turned into the Personnel Office before reimbursement can be made.
### CORNING-PAINTED POST AREA SCHOOL DISTRICT
### TEACHERS' 10 MONTH ANNUAL BASE SALARY SCHEDULE
### 2008-09

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- Teachers moving off of Step 19 will receive an increase of $2,550 over their 2007-08 base salary.
- Teachers already off schedule will receive an increase of $2,550 over their 2007-08 base salary.

This salary schedule includes the following provisions:
* Pupil Personnel Staff - see article 9.0
* All CTA personnel on 100% step
* $1,250 increment for all members holding a Master's degree
* $1,300 increment for all members holding a Doctor's degree
* $1,000 additional increment for all members holding a valid National Teacher's Certificate granted by the National Board for Professional Teaching Standards; All Speech Language Pathologists holding a valid license and National Certificate granted by the American Speech-Language-Hearing Association (ASHA)
### CORNING-PAINTED POST AREA SCHOOL DISTRICT
### TEACHERS' 10 MONTH ANNUAL BASE SALARY SCHEDULE
### 2009-10

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8.3 PAYDAYS

All instructional personnel will be paid beginning the second Friday following Labor Day and every other Friday thereafter. Whenever a payday falls within a vacation period, checks will be issued and dated the last work day before vacation begins. The date appearing on the check will be the last work day before the vacation begins.

8.4 HORIZONTAL PROMOTION

The processing of "horizontal salary promotions," based on completion of multiples of fifteen (15) pre-approved graduate credits and in-service activity credits, will require submission of the academic and local activity service record according to the following schedule:

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8.5 COMPENSATION

A. When teachers are employed by the District outside the regular work day or work year for any of the following assignments, the rate of compensation will be thirty-five dollars ($35.00) per hour.

1. Home Teaching*
2. Course Planning
3. Gifted and Talented
4. Donovan Academy

*There will be a mileage allowance for Home Teaching at the prevailing District rate if the mileage exceeds three miles one way.

B. When teachers are employed by the District outside the regular work day or work year for Academic Intervention Services, the rate of compensation will be forty-five dollars ($45.00) per hour.

8.6 CREDIT FOR EXPERIENCE

For salary placement purposes, the applicant's prior service, if any, shall be considered and may be given credit on a year for year basis. Out-of-state service shall be credited in the same manner as in-state service.

8.7 SUMMER SCHOOL

When the District operates a summer school:

1. Notice of summer school job vacancies will be issued within twenty (20) working days after determination by the board that there will be a summer school.
2. Salary agreements will be issued within five (5) days after the start of summer school. Work loads, periods of employment and salary will be contingent upon registration.

3. Each summer, sick leave up to a maximum of two (2) days shall be cumulative up to a total of six (6) days if they are earned in consecutive summers. Days earned under this system are exclusive from any other sick leave policy. Teachers who teach one (1) period per day shall accumulate one (1) day per summer session. All others shall accumulate two (2) days per session.

4. **Secondary summer school** - Salaries shall be based upon the following step schedules on a per class basis.

<table>
<thead>
<tr>
<th>Service Year</th>
<th>Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$2,041 per class</td>
</tr>
<tr>
<td>2-13</td>
<td>Base + $18 for additional service year</td>
</tr>
<tr>
<td>14-16</td>
<td>Base + $19 for additional service year</td>
</tr>
<tr>
<td>17-19</td>
<td>Base + $20 for additional service year</td>
</tr>
<tr>
<td>20+</td>
<td>Base + $23 for additional service year</td>
</tr>
</tbody>
</table>

**08-09**
Base $2,041 per class

**09-10**
Base $2,118 per class

Placement will be dependent upon years of Corning-Painted Post District summer school teaching service.

5. **Elementary summer school** is based upon 3 hours per day for 20 days (60 hours). A teacher’s salary is based upon 44.4% of a full day (270 minutes) of the secondary summer school salary schedule contained in Article 8.7, Item 4 above. For example, step 1 $2,041 per class x 3 classes = $6,123 (secondary full day)x .444 (elementary multiplier) = $2,718.61 (elementary full day).

This shall be inclusive of a ten (10) minute break per day for elementary teachers.

In each four (4) week session there will be twenty (20) work days, inclusive of one staff day.

If the number of work days for elementary summer school is adjusted, the elementary multiplier will be adjusted accordingly and announced with the elementary summer school vacancy notice.

6. **Special Education - half day summer school** is based upon 4 hours per day for 30 days (120 hours). A teacher’s salary is based upon 89% of a full day (270 minutes) of the secondary summer school salary schedule contained in Article 8.7, Item 4 above. For example, step 1 $2,041 per class x 3 classes = $6,123 (secondary full day)x .89 (special education multiplier) = $5,449.47 (special education full day).
This shall be inclusive of a ten (10) minute break per day for special education teachers.

In each four (4) week session there will be twenty (20) work days, inclusive of one staff day.

If the number of work days for special education summer school is adjusted, the special education multiplier will be adjusted accordingly and announced with the special education summer school vacancy notice.

**Special Education - full day summer school** is based upon 6.5 hours per day for 30 days (195 hours). A teacher’s salary is based upon 144% of a full day (275 minutes) of the secondary summer school salary schedule contained in Article 8.7, Item 4 above. For example, step 1, $2,041 per class x 3 classes = $6,123 (secondary full day) x 1.44 (day treatment multiplier) = $8,817.12 (day treatment full day).

This shall be inclusive of a ten (10) minute break per day for special education teachers.

In each four (4) week session there will be twenty (20) work days, inclusive of one staff day.

If the number of work days for special education summer school is adjusted, the special education multiplier will be adjusted accordingly and announced with the special education summer school vacancy notice.
8.8 COACHING AND CO-CURRICULAR PERCENTAGES

Unless noted middle school, all positions are senior high

<table>
<thead>
<tr>
<th>COACHING POSITIONS</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Manager</td>
<td>20.0</td>
</tr>
<tr>
<td>Baseball</td>
<td>11.0</td>
</tr>
<tr>
<td>Baseball, J.V.</td>
<td>9.0</td>
</tr>
<tr>
<td>Baseball - Modified</td>
<td>4.5</td>
</tr>
<tr>
<td>Basketball</td>
<td>14.0</td>
</tr>
<tr>
<td>Basketball, J.V.</td>
<td>11.0</td>
</tr>
<tr>
<td>Basketball - Modified</td>
<td>4.5</td>
</tr>
<tr>
<td>Bowling (V and J.V.)</td>
<td>10.5</td>
</tr>
<tr>
<td>Cheerleading - Football</td>
<td>6.5</td>
</tr>
<tr>
<td>Cheerleading - Basketball</td>
<td>6.5</td>
</tr>
<tr>
<td>Cheerleading - JV Football</td>
<td>4.0</td>
</tr>
<tr>
<td>Cheerleading - JV Basketball</td>
<td>4.0</td>
</tr>
<tr>
<td>Cross Country</td>
<td>11.0</td>
</tr>
<tr>
<td>Cross Country - Ass't.</td>
<td>7.0</td>
</tr>
<tr>
<td>Cross Country - Modified</td>
<td>4.5</td>
</tr>
<tr>
<td>Football</td>
<td>14.0</td>
</tr>
<tr>
<td>Football, Ass't.</td>
<td>10.5</td>
</tr>
<tr>
<td>Football JV</td>
<td>10.0</td>
</tr>
<tr>
<td>Football, J.V., Ass't</td>
<td>9.5</td>
</tr>
<tr>
<td>Football - Modified</td>
<td>4.5</td>
</tr>
<tr>
<td>Golf</td>
<td>8.0</td>
</tr>
<tr>
<td>Gymnastics</td>
<td>12.0</td>
</tr>
<tr>
<td>Lacrosse</td>
<td>11.0</td>
</tr>
<tr>
<td>Lacrosse, JV</td>
<td>9.0</td>
</tr>
<tr>
<td>Lacrosse Assistant, Varsity</td>
<td>9.0</td>
</tr>
<tr>
<td>Lacrosse Assistant, JV</td>
<td>7.0</td>
</tr>
</tbody>
</table>
### Coaching and Co-Curricular Percentages

#### Coaching Positions

<table>
<thead>
<tr>
<th>Sport</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lacrosse - Modified</td>
<td>4.5</td>
</tr>
<tr>
<td>Soccer</td>
<td>11.0</td>
</tr>
<tr>
<td>Soccer, JV</td>
<td>9.0</td>
</tr>
<tr>
<td>Soccer - Modified</td>
<td>4.5</td>
</tr>
<tr>
<td>Softball</td>
<td>11.0</td>
</tr>
<tr>
<td>Softball, JV</td>
<td>9.0</td>
</tr>
<tr>
<td>Softball - Modified</td>
<td>4.5</td>
</tr>
<tr>
<td>Swimming</td>
<td>12.0</td>
</tr>
<tr>
<td>Swimming, Ass't</td>
<td>9.0</td>
</tr>
<tr>
<td>Swimming - Modified</td>
<td>4.5</td>
</tr>
<tr>
<td>Tennis</td>
<td>10.0</td>
</tr>
<tr>
<td>Track</td>
<td>12.0</td>
</tr>
<tr>
<td>Track, Ass't</td>
<td>9.0</td>
</tr>
<tr>
<td>Track - Modified</td>
<td>4.5</td>
</tr>
<tr>
<td>Track - Modified, Asst.</td>
<td>4.0</td>
</tr>
<tr>
<td>Volleyball</td>
<td>11.0</td>
</tr>
<tr>
<td>Volleyball, JV</td>
<td>8.0</td>
</tr>
<tr>
<td>Volleyball - Modified</td>
<td>4.5</td>
</tr>
<tr>
<td>Wrestling</td>
<td>13.0</td>
</tr>
<tr>
<td>Wrestling, JV</td>
<td>10.0</td>
</tr>
<tr>
<td>Wrestling - Modified</td>
<td>4.5</td>
</tr>
</tbody>
</table>

#### Co-Curricular Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic All-star</td>
<td>3.5</td>
</tr>
<tr>
<td>Advisor - Freshman Class</td>
<td>1.5</td>
</tr>
<tr>
<td>Advisor - Sophomore Class</td>
<td>1.5</td>
</tr>
<tr>
<td>Advisor - Junior Class</td>
<td>4.0</td>
</tr>
<tr>
<td>Advisor - Senior Class</td>
<td>8.0</td>
</tr>
</tbody>
</table>
### COACHING AND CO-CURRICULAR PERCENTAGES

<table>
<thead>
<tr>
<th>CO-CURRICULAR POSITIONS</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advisor - Student Council</td>
<td>5.0</td>
</tr>
<tr>
<td>Advisor - Middle School</td>
<td></td>
</tr>
<tr>
<td>Student Council</td>
<td>2.0</td>
</tr>
<tr>
<td>Pep - Middle School</td>
<td>.5</td>
</tr>
<tr>
<td>Pep - Middle School, Ass’t.</td>
<td>.5</td>
</tr>
<tr>
<td>Director Pit Orchestra Musical</td>
<td>6.0</td>
</tr>
<tr>
<td>Director - Musical Drama</td>
<td>9.0</td>
</tr>
<tr>
<td>Director - Non-musical Drama</td>
<td>8.0</td>
</tr>
<tr>
<td>Drama - Tech. Director Musical</td>
<td>9.0</td>
</tr>
<tr>
<td>Drama - Tech. Director Non-Musical</td>
<td>8.0</td>
</tr>
<tr>
<td>Director - Middle School Drama</td>
<td>4.0</td>
</tr>
<tr>
<td>Visual Design Instructor</td>
<td>3.0</td>
</tr>
<tr>
<td>Director - Marching Band</td>
<td>9.0</td>
</tr>
<tr>
<td>Director - Ass’t Marching Band</td>
<td>4.0</td>
</tr>
<tr>
<td>Color Guard</td>
<td>4.0</td>
</tr>
<tr>
<td>Newspaper</td>
<td>4.0</td>
</tr>
<tr>
<td>Drum Line Instructor</td>
<td>4.0</td>
</tr>
<tr>
<td>Yearbook - Manager</td>
<td>9.0</td>
</tr>
<tr>
<td>Yearbook - Photo</td>
<td>4.0</td>
</tr>
<tr>
<td>Yearbook - Business</td>
<td>3.0</td>
</tr>
<tr>
<td>National Honor Society</td>
<td>2.0</td>
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</table>
Coaching and Co-Curricular salary shall be based on the above percentages, dependent upon years of Corning-Painted Post Area School District Pay

<table>
<thead>
<tr>
<th>STEP</th>
<th>08-09</th>
<th>09-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>40007</td>
<td>41089</td>
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<tr>
<td>2</td>
<td>40411</td>
<td>41507</td>
</tr>
<tr>
<td>3</td>
<td>40814</td>
<td>41926</td>
</tr>
<tr>
<td>4</td>
<td>41218</td>
<td>42345</td>
</tr>
<tr>
<td>5</td>
<td>41621</td>
<td>42763</td>
</tr>
<tr>
<td>6</td>
<td>42024</td>
<td>43182</td>
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<tr>
<td>7</td>
<td>42624</td>
<td>43600</td>
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<td>8</td>
<td>43334</td>
<td>44222</td>
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<tr>
<td>9</td>
<td>44155</td>
<td>44959</td>
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<tr>
<td>10</td>
<td>44845</td>
<td>45811</td>
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<tr>
<td>11</td>
<td>45066</td>
<td>46527</td>
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<td>45286</td>
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<td>48670</td>
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<tr>
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<td>52862</td>
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<tr>
<td>23</td>
<td>52268</td>
<td>53405</td>
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<tr>
<td>24</td>
<td>53391</td>
<td>54228</td>
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<tr>
<td>25</td>
<td>54809</td>
<td>55393</td>
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<tr>
<td>26</td>
<td>56646</td>
<td>56864</td>
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<tr>
<td>27</td>
<td>58662</td>
<td>58771</td>
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<tr>
<td>28</td>
<td>60009</td>
<td>60862</td>
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<tr>
<td>29</td>
<td>61807</td>
<td>62259</td>
</tr>
<tr>
<td>30</td>
<td>63546</td>
<td>64125</td>
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<td>31</td>
<td>65145</td>
<td>65929</td>
</tr>
<tr>
<td>32</td>
<td>-----</td>
<td>67588</td>
</tr>
</tbody>
</table>

The District and Association will convene between February 1, 2009 and June 30, 2009 to further discuss and negotiate coaching and co-curricular stipends and positions, as recommended by the Coaching & Co-curricular Advisory Group. In addition, the parties will discuss the process in which elementary teachers shall be compensated for clubs and other activities they do to enhance the educational opportunities and lives of our children.
8.9 HEALTH INSURANCE

A. Plan Design

1. The District health insurance plan will maintain the benefit coverage levels provided on June 30, 2000.

2. The District health insurance plan will continue to be the Blue Cross/Blue Shield Premium Credit Plan as is provided on June 30, 2000 with the addition of the UCR Conversion Rider 1. This Rider is effective upon the first of the month following ratification of the contract.

3. The District health insurance plan will be the Blue Cross/Blue Shield Premium Credit Plan. Effective January 1, 2001, the Premium Credit Plan benefit structure shall be equal to the Comprehensive Plan with the following riders and provisions:

   a. Ambulance Services
   b. In-patient diagnostic
   c. Expanded Maternity Care, including elective sterilizations
   d. In-patient stay after lymph node dissection, lumpectomy, or breast cancer treatment
   e. Student coverage to age 25
   f. Non-member Hospital Rider; coverage is equal to BC/BS member hospitals
   g. Routine mammography and cervical cancer screening
   h. Emergency room coverage for sudden and serious illness
   i. In and out-patient alcoholism and/or substance abuse treatment benefits
   j. Two dollar ($2.00) generic and seven dollar ($7.00) brand name co-pay prescription drug rider. The $2.00 rate will prevail where: 1) no generic exists; 2) the doctor requires a brand name; or 3) a mail order supplier is used.

   Effective July 1, 2009, Seven dollar ($7.00) generic and Fifteen dollar ($15.00) brand name co-pay prescription drug rider. The $7.00 rate will prevail where: 1) no generic exists; 2) the doctor requires a brand name; or 3) a mail order supplier is used. Mail order - 90 day supply at Ten dollars ($10.00).
   k. Mandatory Ambulatory Surgery Rider

4. The Comprehensive Plan referenced above will include the following:

   a. 80/20 co-insurance
   b. One hundred dollar ($100) deductible per person/three hundred dollar ($300) aggregate deductible per family
c. Maximum annual out-of-pocket expense under the Comprehensive Plan—$500 any individual, $700 aggregate deductible per family

d. Effective January 1, 2003, $150 deductible per person/$450 aggregate deductible per family

e. Effective January 1, 2003, maximum annual out-of-pocket expense under the Comprehensive Plan—$550 any individual and $850 aggregate deductible per family

f. Maximum coverage to $1,000,000, per individual

5. Reimbursement for Select Blue Balance Billings - When an enrolled member has obtained eligible health plan services from a non-participating Blue Shield practitioner and that Blue Shield practitioner provides care in the Blue Cross/Blue Shield of Central New York region, the District will provide reimbursements to members where "balance billing" occurs.

This "balance billing" reimbursement will be for the amount the member has paid beyond the Select Blue allowance up to an amount that is currently eligible under the UCRI contract. Reimbursements will not include member 20% coinsurance payments as required in the Comprehensive Plan coverage. Proof of payment and original Blue Cross/Blue Shield of Central New York Explanation of Benefits forms must be presented to the district offices for reimbursement.

Effective July 1, 2009:
All teachers hired as of July 1, 2009 shall be entitled to coverage equivalent to the specifications of the Excellus BC/BS Blue PPO-H Plan and will be entitled to receive individual, two-person, or family coverage.

Prescription Drug Rider - Three-Tier Prescription Plan:
Tier 1 - Five dollars ($5.00) generic; Tier 2 - Fifteen dollars ($15.00) brand name; and Tier 3 - Thirty dollars ($30.00) all other prescription drugs. The prescription drug rider includes a 90-day mail order option.

Effective July 1, 2009, all existing teachers will have the option of enrolling in the Excellus BC/BS Blue PPO-H Plan and the three-tier prescription drug plan.

On July 1 following the third year in the BC/BS Blue PPO-H Plan, the employee will have the option to change to the comprehensive plan.

B. The un-remarried spouse and dependent children of deceased employees and retired employees may continue coverage under the plan referred to above if the survivors pay the full cost of the coverage.

C. Change in Carrier
Any change in health insurance carrier will be mutually agreed upon by the parties.
D. Coordination of Medical Benefits

When a husband and wife are both employees of the Corning-Painted Post Area School District and are eligible for medical coverage under a family contract, one employee will elect family medical coverage covering both employees and their dependents. In the case of divorced spouses, both of whom are members of the bargaining unit, the spouse who has responsibility for the child(ren)’s medical coverage will be eligible for family medical coverage and the remaining spouse will be eligible for individual medical coverage.

In addition to the coverage afforded under the insurance plan, following satisfaction of the applicable individual deductible, the spouse, divorced spouse, and dependents will be eligible for reimbursement limited to the twenty percent coinsurance portion of the initial two thousand dollars of the Comprehensive Plan expense for a calendar year to the same extent as would be allowed if the spouse had been covered under a separate major medical plan.

Allowable expense means any necessary, reasonable and customary expense covered by the plan.

E. Insurance Coverage Buy-Out Option

Any individual currently enrolled in a family plan whose spouse is covered under another health insurance plan shall be offered a cash buy out of $2,500 to surrender coverage under the district plan and become enrolled under the spouse's plan annually. The buy out amount shall be paid to the staff member on or about September 30 of each school year. If, during the course of a year, coverage under the spouse's plan ceases, the staff member shall be entitled to re-enroll under the District's plan following written notification to the Personnel Office. The staff member will be required to return a pro rata portion of the buy out amount to the district.

F. Premium Contribution - Employees

Effective July 1, 2008, participating teachers will contribute $700 Family, $600 2-Person and $300 Individual toward the annual cost of health/dental premium or premium equivalent.

Effective July 1, 2009, participating teachers will contribute $850 Family, $700 2-Person and $350 Individual toward the annual cost of health/dental premium or premium equivalent.

G. Premium Contribution - Retirees

1. The District agrees to continue to provide to the retirees the health care plan that is in effect as of June 30, 2000, including any future amendments by the State Insurance Department. Eligible teachers who retire from September 1, 1998 through August 31, 2001, will contribute $300 Family/$120 Individual toward the annual cost of health insurance plan premium or premium equivalent.

Eligible teachers who retire on or after September 1, 2001 will contribute $420 Family/$168 Individual toward the annual cost of health insurance plan premium or premium equivalent.

Presently, a teacher must have at least five (5) years of total insurance eligibility (the insurance coverage buy-out option counts
toward the total) when they retire to be eligible to qualify for health insurance benefits in retirement. Beginning with the new hires after July 1, 2009, a teacher must have at least ten (10) years of total insurance eligibility (the insurance coverage buy-out option counts toward the total) when they retire to be eligible to qualify for health insurance benefits in retirement.

2. Retirees may pay their insurance premiums in quarterly payments, semi-annual payments, or yearly payments. If a retiree’s insurance payment is not received by the District within 90 days of its due date, the District will notify the retiree and/or a consenting adult third party of the outstanding payment and the possible loss of health insurance coverage if payment is not received within 60 days. If payment is not received, the District will notify the retiree and/or the consenting adult third party that insurance coverage under the District health insurance plan will stop in 30 days. Upon payment of the total amount of outstanding premiums, a retiree may have the District health insurance coverage reinstated if paid before the 30-day deadline referenced above.

3. Any retiree may designate a consenting adult third party receive copies of notification of non-payment.

8.10 DENTAL INSURANCE

A. Plan Design
   The District dental care program shall be the Corning Painted Post Area School District Dental Schedule (see Appendix D-1).

B. Coordination of Dental Benefits
   When a husband and wife are both employees of the Corning-Painted Post Area School District and are eligible for dental coverage under a family contract, one employee will elect family dental coverage covering both employees and their dependents. In the case of divorced spouses, both of whom are members of the bargaining unit, the spouse who has retained custody of the children for medical purposes will be eligible for family dental coverage and the remaining spouse will be eligible for individual dental coverage. Following payment of the scheduled benefit contained in the dental plan document, the plan member, spouse, divorced spouse and dependents will be eligible for reimbursement of additional dental expense equal to the lesser of the balance of the charges remaining following payment under the plan or the scheduled benefit contained in the dental plan document.

In no event would the benefit under this provision exceed the scheduled benefit and the annual and lifetime limits contained in the dental schedule.

8.11 VISION INSURANCE

A. Plan Design
   Effective November 1, 2000, a District vision care program will be implemented which is equal to or better than that currently offered as
the NYSUT Premier Platinum Vision Care Plan. This vision care program will be administered by Excellus Benefit Services.

8.12 LIFE INSURANCE

All teachers appointed fifty-five percent (55%) or more of full time equivalency will have forty thousand dollars ($40,000) of life insurance coverage at no cost to the teacher.

8.13 TAX SHELTER PLAN

A. The District agrees that, in accordance with Section 3109 of the Education Laws of New York State, it will enter into an agreement with any employee(s) to reduce the annual salary for such employee(s) for the purpose of salary tax shelter for such employee(s) who qualify under Section 403b of the Internal Revenue code of 1954, revised 1974.

B. The list of participating companies may be obtained from the office of the Assistant Superintendent for Administrative Services.

8.14 DIRECT BANK DEPOSIT

The District agrees to make available to all bargaining unit members the option of having their payroll check deposited directly into the ServU Federal Credit Union.

8.15 BENEFIT TRUST

A. The District shall deduct from the payroll and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the Association. Such signed authorization may be discontinued at the end of its term upon written authorization by the member to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the Association with a list of all employees from whose salaries such deductions have been made.

B. The NYSUT Benefit Trust assumes responsibility for the proper withholding of funds from NYSUT Members and Agency Fee Payers and shall save harmless the school district for liability arising out of the withholding or lack of withholding of such funds for the purpose of paying for those benefits secured to Members and Agency Fee Payers by the Trust, unless such withholding or lack of withholding upon which liability is predicated is the result of a criminal act or acts on the part of the school district.

8.16 I.R.S. Section 125

A. Eligible teachers may voluntarily participate in the Section 125 Plan established by the District. Plan procedures and limitations, if any, shall be established jointly by the District and the Association.

B. Revisions to the plan design shall be communicated to eligible employees at least thirty (30) days prior to implementation.
8.17 IRC §105(h)

Effective on or about March 1, 2009, the District will establish an IRC §105(h) account for each bargaining unit member for non-reimbursed medical, dental or vision expenses. The District will be solely responsible for the administration and set-up fees associated with the IRC §105(h).

For the 2008-2009 school year, the District will contribute one hundred fifty dollars and zero cents ($150.00) for each bargaining unit member. In following years, the District will contribute two hundred fifty dollars and zero cents ($250.00) for each bargaining unit member.

The IRC §105(h) account may be rolled over from year to year. Upon retirement or resignation from the District, the District shall cease contributions to the IRC §105(h), however, the remaining monies may be used and carried over until all funds are exhausted. Upon the death of the member, all monies in the IRC §105(h) shall be left to the member’s estate.

Bargaining unit members are responsible for maintaining copies of all receipts for IRS auditing purposes.

9. PUPIL PERSONNEL STAFF

A. Positions
The following positions are considered to be Pupil Personnel positions:
- Guidance Counselors
- Helping Teachers
- School Psychologist
- Speech and Language Teacher
- Speech and Language Pathologist
- School Social Worker
- ESOL Instructors

B. Work Year
1. Counselors and School Psychologists
   (a) Counselors and School Psychologists base work year is defined as the teacher work schedule as negotiated, plus ten percent (10%) additional days rounded to the nearest whole day (1.10 X teachers' scheduled work year, equals the Pupil Personnel base work year). These additional days may be worked at any time outside regularly scheduled teacher work days. The scheduling of these additional days will be mutually agreed upon by individual bargaining unit members and his/her supervisor on or before 1 June for the next school fiscal year. If a schedule is not mutually determined by 1 June, the Assistant Superintendent for Administrative Services will establish the work schedule of the bargaining unit members.
The CTA contract requires that 10-month employees are expected to work an additional 10 days and 11-month employees are expected to work an additional 19 days. These employees can use up to a maximum of two (2) days of sick leave during the additional 19-day period. The schedule must be established by June 1. If not established by June 1, the Assistant Superintendent for Administrative Services will determine the schedule. They must sign in for payroll and audit purposes.

(b) Additional time periods, not to exceed ten percent (10%) of the teacher work year per Counselor/Psychologist may be approved for specific guidance/psychologist services. Such services to be mutually developed by the immediate supervisor and Counselor/Psychologist. Additional service time shall be determined prior to June 1 of the current school year and be implemented anytime between the last scheduled teacher work day of the school year and May 31 of the following year.

2. Helping Teachers/Speech and Language Teachers and Pathologists/School Social Workers
   (a) The Base work year is defined as the teacher work schedule as negotiated.

   (b) Additional time periods, not to exceed ten percent (10%) of the teacher work year may be approved for specific services. Such services are to be mutually developed by the immediate supervisor and Pupil Personnel staff member. Additional service time shall be determined prior to June 1 of the current school year and be implemented anytime between the last scheduled teacher work day of the school year and May 31 of the following year.

C. Salary
All Pupil Personnel employees are covered as follows:

1. Will receive pay at the appropriate step on the 10 month base teacher salary schedule.
2. Any additional time above the 10-month base work year will be paid on a pro-rata basis.
3. Any staff member employed during the 1984-85 school year who received a responsibility index will continue to receive the same dollar amount for the index as long as they are employed by the district in a position that was eligible for the responsibility index in 1984-85.

D. Coaching and Co-Curricular Positions
All Pupil Personnel employees are eligible for consideration for Coaching and Co-Curricular positions.
E. Work Day
All Pupil Personnel employees will follow the same hour per day expectation as teachers - seven and one-half (7.5) hours per day - with an expectation of extra duty time consistent with that normally expected of classroom teachers. The Pupil Personnel employee day (start and end) will not necessarily follow that of classroom teachers, but may be mutually worked out with the employee's immediate supervisor.

F. Work Load
The student load of guidance counselors will be maintained at a reasonable level.

G. Job Responsibilities
A guidance counselor may discuss their job responsibility with their immediate supervisor at a time convenient to both parties, should a counselor seek such a discussion.
INSTRUMENT FOR
CLASSROOM OBSERVATION

TEACHER: ____________________________

OBSERVER: __________________________

DATE: _____________________________

Description of activity observed:

District Expectations: Expectations observed will be checked (✓). Blank areas are for comments on expectations. Comments may be made on all expectations.

☐ 1. Uses varied strategies
   Teaching methods such as the following are used acceptably: Drill, Inquiry, Discussion, Role Playing, Problem-Solving, Demonstration, Experimentation, Recall.

☐ 2. Demonstrates mastery, awareness and organization of subject matter.
   Activities are arranged to present ideas so that one builds on another. Use of district curriculum guide(s) is evident. Accurate and up-to-date knowledge of subject is evident. Sources of information and learning materials are timely.

☐ 3. Preparés daily written plans.
   Sequential accumulation of daily written plans for each subject area is evident.

☐ 4. Adapts plans to meet changing opportunities and circumstances.
   Provides an opportunity to discuss special or unexpected events if they occur. Modifications of lessons are handled smoothly with minimum disruption.

☐ 5. Provides students with feedback.
   Regularly informs students of their academic progress.

☐ 6. Selects instructional methods or techniques appropriate to students' abilities.
   Teaching methods are matched to learners and objective; i.e., clear directions, vocabulary usage. Teaching method is appropriate to the group size and objectives being used.

☐ 7. Uses audio-visual equipment and materials
   Skillful use of equipment and materials is evident.

Original - Personnel Services  1 Copy - Staff Member  2 Copy - Administrator

COPER025 - 1/06/09  

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<table>
<thead>
<tr>
<th>District Expectations: Expectations observed will be checked (✓). Blank areas are for comments on expectations. Comments may be made on all expectations.</th>
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</thead>
</table>
| **8. Inspires and maintains student effort, curiosity and desire to participate.**  
Asks for learner responses or questions on the lesson. All learners have opportunity for active participation in some type of activity. Most learners (75%) are on task (actively engaged in the lesson). |
| **9. Is enthusiastic.**  
Conveys high interest by using methods such as the following: uses expressive gestures, varies tone of voice, varies eye contact, moves freely about the room. |
| **10. Makes class work interesting.**  
Methods such as the following procedures are used in the lesson: utilizes active participation, generates high attention level, provokes critical thinking, incorporates personal experiences of students and teacher. |
| **11. Makes class work relevant.**  
Purpose and importance of topics studied are conveyed to students. |
| **12. Makes provisions for practice.**  
Recall, repetition and review are evident. |
| **13. Encourages students to develop efficient work habits.**  
Teacher models efficient work habits; i.e., materials necessary for lesson are immediately available, routine tasks are handled smoothly, follow-up by teacher is timely, uses systematic problem-solving methods. |
| **14. Tolerates different ideas.**  
Listens to and acknowledges ideas of learners. |
| **15. Is supportive of students.**  
Is helpful, understanding, patient and empathetic. Makes expectations about behavior clear to students. Is readily available to students. |
| **16. Promotes comfortable interpersonal relationships.**  
Mutual respect demonstrated by courteous inter-changes and pleasant tone of voice. |
District Expectations: Expectations observed will be checked (✓). Blank areas are for comments on expectations. Comments may be made on all expectations.

☐ 17. Demonstrates objective treatment of students.
   Is fair and impartial when dealing with students.

☐ 18. Maintains appropriate classroom behavior.
   Attends to major disruptions quickly and firmly. Manages minor disruptions skillfully. Encourages respect for rights and properties of others.

☐ 19. Promotes appropriate behavior.
   Sets well-defined behavior standards. Consistently enforces behavior standards. Provides feedback to students about their behavior.

☐ 20. Projects appropriate appearance.
   Absence of distracting mannerisms and dress.

   Written expression is readily understandable and correct.

☐ 22. Uses correct oral communication.
   Oral expression is readily understandable and usually correct. Uses effective speech and varied vocal patterns.

☐ 23. Provides a suitable learning environment.
   Environment is safe, healthful, orderly and stimulating.

☐ 24. Maintains accurate records.
   An efficient system of evaluating individual students progress is evident. An efficient system of recording attendance is evident.

☐ 25. Other suggested expectations related to goal of teacher evaluation.
This form is to be developed mutually by the teacher and observer. Mutually developed does not necessarily mean agreement.

Refers to: CLASSROOM OBSERVATION ON:

<table>
<thead>
<tr>
<th>AREAS OF STRENGTH OR COMMENDATION</th>
<th>PROFESSIONAL GROWTH PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>AREAS IN NEED OF IMPROVEMENT</td>
<td></td>
</tr>
<tr>
<td>AREAS OF MANDATED IMPROVEMENT</td>
<td></td>
</tr>
</tbody>
</table>

OPTIONAL OBSERVER OR TEACHER COMMENTS

(May continue on separate sheet).

OBSERVER SIGNATURE AND DATE: ____________________________________________

TEACHER SIGNATURE AND DATE: ____________________________________________

Signing of this form does not indicate agreement or disagreement with above, but serves only as verification of knowledge of entry.
(Appendix to Grievance Procedure)

Grievance Form #1

ORIGINAL GRIEVANCE

The following grievance is submitted in accordance with the current Agreement between the Corning City School District and the Corning Teachers' Association. It shall contain (1) the name and position of the aggrieved party; (2) the identity of provisions of the law or of the aforementioned Agreement involved in the grievance; (3) the time and place where alleged events or conditions occurred; (4) the identity of the party or parties involved in the said events or conditions, if known to the aggrieved party; and (5) a general statement of the nature of the grievance and the redress sought. Additional pages and supporting documents may be attached.

ATTACHMENTS:

Signature __________________________

Date ______________________________

Received by _________________________

Date ______________________________

COPIES TO:
Grievance Form #2

NOTICE OF DECISION

This form shall be used to record decisions reached in grievance cases in accordance with the current Agreement between the Corning City School District and the Corning Teachers' Association.

Additional pages and supporting documents may be attached.

Grievant ____________________________

Date submitted to this stage __________
Stage ____________________________

ATTACHMENTS:

Signature __________________________

Date ______________________________

Received by _________________________

Date ______________________________

COPIES TO: _________________________

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Grievance Form #3

NOTICE OF APPEAL

In accordance with the current Agreement between the Corning City School District and the Corning Teachers' Association, the undersigned grievant appeals the decision reached at Stage ________ on ______________________.  

date of decision

which was received by the grievant on ______________________ and ______________________.  

date of receipt

asks that the grievance be submitted to Stage ______________________

Signature ______________________

Date ______________________

Received by ______________________

Date ______________________

A copy of the decision being appealed and supporting documents not previously submitted should be attached when applicable. A copy of the original grievance must be attached.

COPIES TO:

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APPLICATION FOR VISITATION DAY*

Name ___________________________ Date ___________________________

Building _________________________ Position _______________________

On the following date __________________________, I request a visitation day. I wish to visit __________________________

__________________________________________
Signature of Applicant

__________________________________________
Signature of Immediate Supervisor
(The immediate supervisor should verify availability of visitation days with the Personnel Office prior to authorizing the visitation day)

*Please send
1 copy to the Assistant Superintendent for Instruction
1 copy to the Assistant Superintendent for Administrative Services

NOTE:
A visitation report should be submitted by the teacher to the Assistant Superintendent for Instruction within ten (10) days following the visitation.

090700
Social Security Number ________________________________

Name ____________________________ Last   First   M.I.

Organization ________________________________

To the Board of Education

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Signature ____________________________ Date ____________________________

Send original to Payroll - make copy for your records
Name: ___________________________________________________________________________ Date: ___________________________________________________________________________

Building: ___________________________________________________________________________ Position: ___________________________________________________________________________

On the following date(s) ___________________________________________________________________________ I shall be taking a personal day(s) of leave. This leave is being taken for legitimate family or personal business that cannot be done during non-school hours.

Applicant complete section A below only if the personal day immediately precedes or follows a holiday period.

Section A Reason(s): ___________________________________________________________________________

Immediate Supervisor or Superintendent complete Section B below, if personal day immediately precedes or follows a holiday period.

SECTION B: Denied ___________  Granted ___________

Signature of Applicant

Signature of Superintendent or Designee

---

**Article 7.2 Personal Days**

Teachers will be granted a maximum of three (3) days personal leave, non-cumulative provided that notice is given to the immediate supervisor by 12:00 p.m. of the preceding day and a substitute is available. Emergency situations requiring the use of a personal day must be approved through the teacher’s immediate supervisor. Part-time and new (mid-year) members will be granted three (3) full-time personal days times their percent of annual employment. Example: February 1 appointee: 3 days x .50 = 1.5 days. For 33% part-time teacher, 3 days x .33 = .99 = 1 day.

Personal days will be in addition to sick leave. Any unused personal days, on an annual basis, will be added to sick leave for cumulative purposes.

Once a bargaining unit member has used three personal leave days, he/she may apply to the Superintendent of Schools, in cases of extenuating circumstances, for an additional day. The Superintendent, or designee, has sole discretion of granting the additional day.

Reasons must be given for personal leave for the day immediately preceding or immediately following a holiday period. Such leave may be granted for those matters which cannot be handled outside of regular school hours and for extreme inconvenience and hardship.

Personal day forms shall be in the principals’ offices and shall be filed with the building principal(s).

If it is found that a teacher has misused the personal day policy, their pay shall be deducted accordingly.

Original - Personnel Services  Copy 1 - Supervisor  Copy 2 - Staff Member

Submit all copies to your immediate supervisor
MORANDUM OF AGREEMENT
CORNING PAINTED POST AREA SCHOOL DISTRICT
and
CORNING TEACHERS' ASSOCIATION

Salary Costs for Association President

The total cost of the Association President's salary and fringe will be divided into two shares (80% paid by the District and 20% paid by the Association). The Association will reimburse the District one tenth (1/10) of the Association's share on the first of the month (each salaried month), starting September 1 of each school year that the release of assignments for the President of the Association remain in effect.

__________________________
President's step on salary schedule plus horizontal promotion if applicable

+__________________________Masters, Doctors increments if applicable

+__________________________Annual Cost of Health Benefits

+__________________________Annual Cost of Dental Benefits

+__________________________Annual Cost of Life Insurance

+__________________________Annual Cost of Social Security

+__________________________Annual cost of Teachers' retirement contribution @______% 

+__________________________Other Annual costs

__________________________Total Cost

CORNING PAINTED POST AREA SCHOOL DISTRICT
S/Michael Ginalska
Michael Ginalska
Superintendent

S/ Jeffrey Delorme
Jeffrey Delorme
Ass't Superintendent for Administrative Services

S/Billie Gammaro
Ms. Billie Gammaro
President

S/Timothy J. Frawley
Mr. Timothy J. Frawley

Date
070104

Date

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MEMORANDUM OF UNDERSTANDING
CORNING PAINTED-POST AREA SCHOOL DISTRICT
and
CORNING TEACHERS' ASSOCIATION
Alternative High School

The following agreements are accepted by both parties with the understanding that such agreements are part of a temporary trial basis for a new program. As such, none of the agreements will be regarded as precedent-setting nor basis for negotiations of future agreements.

1. Payment of thirty three dollars ($33) per session will be made representing two hours of student contact time at twelve dollars ($12) per hour and one hour of preparation time at nine dollars ($9) per hour. The program leadership component will carry the expectation of work and payment for one hour per week at nine dollars ($9) per hour. Program leadership duties do not include disciplinary duties.

2. Payment will be made for preparation time and student contact time based on actual days of work. Should a teacher be unavailable for one or more sessions, the teacher will have no obligation for preparation and will receive no pay.

3. Classes will not exceed fifteen (15) students.

4. An additional person responsible for program administration will be present during the hours when any alternative school class is in session.

5. All bargaining unit members employed in the Alternative High School shall have such employment guaranteed on a semester basis. At the conclusion of a semester all employment and all rights cease.

6. In the event a teacher is absent on a short term basis the teacher's class will be canceled. If a teacher is absent for an extended period special arrangements for temporary or permanent replacement will be necessary.

7. All teachers employed in the Alternative High School will be paid on a regular basis as is the practice with hourly employees.

8. The Alternative High School is to be located at East High School between 3:00 p.m., and 5:00 p.m. Minor modification in time periods are possible to enable instructional staff located in another building to travel to East High School.

9. The performance evaluation of bargaining unit members in the Alternative High School shall have no effect upon their employment status in their regular school employment.

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MEMORANDUM OF AGREEMENT
BETWEEN
CORNING-PAINTED POST AREA SCHOOL DISTRICT
AND
CORNING TEACHERS' ASSOCIATION

IT IS HEREBY AGREED BY AND BETWEEN the Corning Teachers' Association ("CTA") and the Corning-Painted Post School District ("District"), in accordance with Article 1.5 - Zipper Clause, set forth in the July 1, 2004 to June 30, 2008 collective bargaining agreement ("cba") extant; Article 8.10 - Insurance is amended to include the following:

1. At the option of the individual, the District shall provide for payroll deductions for the individual’s share of the insurance premium by providing equal payroll deductions for each pay period on either a twenty-one or twenty-six pay period.

2. The two pay period options, set forth in Point 1 above, shall cover the consecutive twelve month time period, September 1st through the following August 31st.

3. In circumstances where individuals are appointed to service after September 1st, his/her insurance premium contributions will be pro-rated from his/her appointed date of service to the following August 31st.

4. In circumstances where individuals resign or are effected by a layoff and where his/her insurance premium contribution has been paid, he/she shall continue to be covered up through the period of their contribution. Thereafter, the individual shall be offered insurance coverage in accordance with provisions set forth under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA").

5. In cases where an individual is subject to termination, the provision for insurance coverage is the same as set forth in Point 4 above, except as may be superseded by any agreement negotiated between the affected parties.

CORNING-PAINTED POST AREA SCHOOL DISTRICT

S/Judith P. Staples
Dr. Judith P. Staples
Superintendent

S/Robert C. Young, Jr.
Dr. Robert C. Young, Jr.
Assistant Superintendent,
Personnel Chief Negotiator

CORNING TEACHERS' ASSOCIATION

S/Billie Gammaro
Ms. Billie Gammaro
President

S/Timothy J. Frawley
Mr. Timothy J. Frawley
Association Chief Negotiator

120103

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SCOPE: The Corning-Painted Post Area School District will appoint Department Chairpersons in each high school in the following area: English, Mathematics, Science, Social Studies, Foreign Language, Occupational Education (Business and Technology), Expressive Academics (Art and Music), and Physical Education/Health/Home Economics.

SELECTION PROCESS: The following process will be used to select department chairs:

1. The Principal will solicit the names of department members willing to serve.
2. The Principal will screen the list of those willing to serve and return 2 or more to the department.
3. The entire Department votes each year during May to recommend a Chairperson for the following year.
4. If, by July 1, the department hasn’t selected a Chairperson or, if fewer than two members show interest, the Principal will select an individual from those willing to serve (per step one).
5. The Principal shall forward the department recommendation to the Superintendent of Schools.
6. If the Superintendent accepts the recommendation, he/she will then make a recommendation to the Board of Education for their action.

REPORTS TO: Building Principal

JOB DESCRIPTION:

1. Meet with staff to select teaching materials.
2. Cooperate with the curriculum coordinator and district curriculum and assessment committee.
3. Maintain an inventory of texts and materials for the department in the building being served.
4. Make recommendations concerning supplies and materials to the principal and aid in the preparation of budget requisition papers.

5. Ensure intra-departmental coordination and articulation through cooperation.

6. Coordinate departmental work with other departments in the building and cooperate with departments in other schools.

7. Help the principal establish department goals, including the revision and development of curriculum, and monitoring of student achievement through data collection.

8. Assist in the selection of new staff members within their department.

9. Give particular attention to new members in the department during their probationary period in the building.

10. Be available for advice and counsel to teachers in the department to ensure quality instruction.

11. Hold quarterly staff meetings with a prepared agenda and minutes to consider staff ideas and improve services to students. The minutes of these meetings will be forwarded to department members, the Principal, and the curriculum coordinator.

12. Chairperson will visit classrooms in an effort to establish a collaborative constructive relationship with each teacher with an emphasis on the improvement of teaching and learning. Evaluation of teachers will be the responsibility of the administration.

**PERFORMANCE EVALUATION:** Building Principal through annual Selection Process

**TERMS OF EMPLOYMENT:** Annual appointment upon recommendation of the Department, Building Principal and Superintendent. Stipend of $1500.00 is be paid for work that takes place during the school year. Chairpersons will be released from a period of non-teaching assignment.

**REVIEWED WITH INCUMBENT:** ___________________________ DATE:
DISTANCE LEARNING

Distance Learning Program.

A. This Program shall not set a precedent.

B. Use of the Distance Learning Program shall not result in:
   1. Reduction in the number of full-time equivalent positions in the bargaining unit.
   2. The reduction of staff in the bargaining unit from full-time to part-time.

C. Teacher participation in the Program shall be voluntary. The program shall be evaluated by the teacher and the District prior to the end of the school year.

D. Distance Learning equipment shall not be used to monitor teacher performance. Teachers participating in Distance Learning Program shall be evaluated in the same manner as all other teachers.

E. Distance Learning classes will be scheduled during the regular school day.

F. Teacher(s) participating in the program will be provided with an additional preparation period and will not be assigned extra duties (e.g., home room, study halls).

G. Class size shall be limited to the current number of students plus students who transfer into the District. Receiving students will be supervised.

H. Tapes of studio "presentations" shall be made only at the discretion of the participating teacher. Such tapes, if any, shall be used only as the teacher permits.
MEMORANDUM OF UNDERSTANDING
BETWEEN
CORNING-PAINTED POST AREA SCHOOL DISTRICT
AND
CORNING TEACHERS' ASSOCIATION

This Memorandum of Understanding is entered into by the Corning Painted Post Area School District (hereinafter "the District") and the Corning Teachers' Association (hereinafter called "the CTA"), relative to compensation of (CTA District employee).

In response to the United States involvement with [Name of conflict], and the impact on District employees who are federally activated or activated by the Governor of New York State for military service in connection with that emergency situation, the parties hereby agree as follows:

1. MILITARY LEAVE
   The District shall provide Military Leave at full pay pursuant to Military Law § 242

2. SUPPLEMENTAL MILITARY LEAVE
   a. The District shall provide a temporary leave category called Supplemental Military Leave at full pay pursuant to the terms of this Memorandum of Understanding between the District and the CTA. This applies to all CTA employees who have been activated by the Federal Government or Governor of New York State for military service on or after October 1, 2003.
   b. Employees shall be eligible to receive the Supplemental Military Leave benefits above and beyond those required by Military Law § 242 (5), in accordance with the provisions of this Memorandum of Understanding, through [Date deployment ends].

3. LEAVE AT REDUCED PAY
   a. Effective [Date deployment begins], a leave at reduced pay will be available to employees who were eligible for the Supplemental Military Leave. The leave, at reduced pay status, shall commence after the employee has exhausted Military Leave pursuant to Section 242 of the New York State Military Law, Supplemental Military Leave and any leave credits, other than sick leave, which the employee elects to use.
   b. Employees on leave at reduced pay status will be paid regular District salary (base pay plus all compensation on the salary notice) reduced by the military base pay. The determination of the rate of payment for the leave at reduced pay will be based upon the employee's regular District salary as of his or her last day in full pay status and the employee's military pay on the first day of his or her activation, and shall not be subject to adjustment during the period of leave at reduced pay.

   Calculation of the reduced pay shall be as follows:
   District gross daily rate minus Military gross daily rate equals the Gross adjusted daily rate.

   c. Employees eligible for the leave at reduced pay will be credited with vacation days and personal leave days they otherwise would have received on their vacation and personal leave anniversary dates, should said dates occur during this leave. Such employees will be eligible to continue to earn their sick leave accrual days during such leave.
   d. In no event shall such leave at reduced pay be granted for military Service performed after [Date deployment ends].

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4. CONTINUED HEALTH INSURANCE COVERAGE
Employees activated by the Federal Government or Governor of New York State shall receive the same health insurance benefits provided pursuant to Article 8.9 of the July 1, 2008 - June 30, 2010 District/CTA Agreements for employees who are federally activated.

5. The provisions of this agreement shall not apply to those employees who have voluntarily separated from District service or who are terminated for cause.

6. The parties agree to implement any legislative enactments during the effective period of the Memorandum of Understanding which confer a greater benefit upon the employee undertaking Military duty.

7. The provisions of this agreement shall not apply to those employees who have voluntarily separated from District service or who are terminated for cause.

8. Any dispute arising from this Memorandum of Understanding will be resolved using the contractual grievance procedure in Article 6.4 of the collective bargaining agreement.

CORNING PAINTED POST AREA SCHOOL DISTRICT

S/Michael Ginals labelled
Michael Ginals labelled
Superintendent of Schools

S/Jeffrey Delorme labelled
Jeffrey Delorme labelled
Assistant Superintendent for Administrative Services

Date

CORNING TEACHERS' ASSOCIATION

S/Billie Gammaro labelled
Ms. Billie Gammaro labelled
President, CTA

S/Timothy Frawley labelled
Timothy Frawley labelled
Chief Negotiator

Date
### Clinical Oral Examinations
- Initial Oral Examination  
  2008-09: 8.00  
  2009-10: 31.00  
- Periodic Oral Examination  
  2008-09: 8.00  
  2009-10: 31.00

### X-Rays
- Intraoral complete series 14 Periapicals plus 2 bitewings  
  2008-09: 31.00  
  2009-10: 115.00  
- Intraoral single, first film  
  2008-09: 5.00  
  2009-10: 22.00  
- Intraoral, each additional film  
  2008-09: 2.00  
  2009-10: 18.00  
- Bitewing, single  
  2008-09: 5.00  
  2009-10: 10.00  
- Bitewings, two films  
  2008-09: 8.00  
  2009-10: 37.00  
- Panoramic – maxillary and mandibular single film  
  2008-09: 23.00  
  2009-10: 46.00

### Tests and Laboratory Examinations
- Pulp vitality tests  
  2008-09: 5.00  
  2009-10: 10.00

### Dental Prophylaxis (Teeth Cleaning)
- Adults  
  2008-09: 12.00  
  2009-10: 68.00  
- Children  
  2008-09: 10.00  
  2009-10: 54.00

### Fluoride Treatments
- Topical application of fluoride, one treatment (excluding Prophylaxis)  
  2008-09: 10.00  
  2009-10: 28.00

### Amalgam Restorations (Silver Fillings) Including Polishing
- Amalgam - one surface - primary  
  2008-09: 12.00  
  2009-10: 24.00  
- Amalgam - two surface - primary  
  2008-09: 18.00  
  2009-10: 36.00  
- Amalgam - three surface - primary  
  2008-09: 21.00  
  2009-10: 42.00  
- Amalgam - one surface - permanent  
  2008-09: 12.00  
  2009-10: 24.00  
- Amalgam - two surface - permanent  
  2008-09: 18.00  
  2009-10: 36.00  
- Amalgam - three surface - permanent  
  2008-09: 24.00  
  2009-10: 48.00  
- Reinforced Amalgam - first Pin  
  2008-09: 5.00  
  2009-10: 10.00

### Silicate Restorations
- Silicate cement - one surface  
  2008-09: 15.00  
  2009-10: 30.00

### Acrylic, Plastic or Composite Resin Restorations
- Acrylic, Plastic or Composite Resin - one surface - primary  
  2008-09: 10.00  
  2009-10: 20.00  
- Acrylic, Plastic or Composite Resin - involving incisal angle - primary  
  2008-09: 15.00  
  2009-10: 30.00  
- Acrylic, Plastic or Composite Resin - two surface - primary  
  2008-09: 18.00  
  2009-10: 36.00  
- Acrylic, Plastic or Composite Resin - one surface - permanent  
  2008-09: 15.00  
  2009-10: 30.00  
- Acrylic, Plastic or Composite Resin - involving incisal angle - permanent  
  2008-09: 36.00  
  2009-10: 72.00  
- Reinforced Acrylic, Plastic or composite resin - first pin  
  2008-09: 5.00  
  2009-10: 10.00

### Crowns - Single Restorations Only
- Temporary (fractured) tooth  
  2008-09: 35.00  
  2009-10: 70.00

### Other Restorative Services
- Recement Inlays or Crowns  
  2008-09: 12.00  
  2009-10: 24.00  
- Fillings (sedative)  
  2008-09: 15.00  
  2009-10: 30.00

### Pulp Capping
- Pulp cap - direct (excluding final restoration)  
  2008-09: 10.00  
  2009-10: 20.00  
- Pulp cap - indirect (excluding final restoration)  
  2008-09: 8.00  
  2009-10: 16.00
### CORNING-PAINTED POST TEACHER DENTAL SCHEDULE

<table>
<thead>
<tr>
<th>Service Description</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Root Canal Therapy</strong> (Includes Treatment Plan, Clinical Procedures and Follow-up Care)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X-Rays, Pulp Test, Pulpotomy Inclusive of this Allowance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>One canal (excludes final restoration)</td>
<td>120.00</td>
<td>240.00</td>
</tr>
<tr>
<td>Two canals (excludes final restoration)</td>
<td>150.00</td>
<td>300.00</td>
</tr>
<tr>
<td>Three canals (excludes final restoration)</td>
<td>185.00</td>
<td>370.00</td>
</tr>
<tr>
<td><strong>Repairs to Dentures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repair broken complete denture base</td>
<td>25.00</td>
<td>50.00</td>
</tr>
<tr>
<td>Repair broken partial denture</td>
<td>25.00</td>
<td>50.00</td>
</tr>
<tr>
<td>Replace missing or broken teeth on complete denture (per tooth)</td>
<td>45.00</td>
<td>90.00</td>
</tr>
<tr>
<td>Adding tooth to existing partial</td>
<td>35.00</td>
<td>70.00</td>
</tr>
<tr>
<td><strong>Oral Surgery (including Local Anesthesia and Routine Post-Operative Care)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Biopsy and exams of oral tissue (hard)</td>
<td>35.00</td>
<td>70.00</td>
</tr>
<tr>
<td>Biopsy and exams of oral tissue (soft)</td>
<td>35.00</td>
<td>70.00</td>
</tr>
<tr>
<td>Simple Extractions (Permanent Teeth) Single Tooth</td>
<td>20.00</td>
<td>40.00</td>
</tr>
<tr>
<td>Simple Extractions (Permanent Teeth) Each Additional tooth</td>
<td>20.00</td>
<td>40.00</td>
</tr>
<tr>
<td><strong>Unclassified Treatment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Palliative (emergency) treatment of dental pain - Minor procedure</td>
<td>15.00</td>
<td>30.00</td>
</tr>
<tr>
<td><strong>Professionals Visits</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>House Calls</td>
<td>10.00</td>
<td>20.00</td>
</tr>
<tr>
<td>Hospital Calls</td>
<td>10.00</td>
<td>20.00</td>
</tr>
<tr>
<td><strong>Space Maintainers</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed unilateral type</td>
<td>65.00</td>
<td>130.00</td>
</tr>
<tr>
<td>Removable, unilateral</td>
<td>55.00</td>
<td>110.00</td>
</tr>
<tr>
<td><strong>Inlay Restorations</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inlay, metallic - one surface</td>
<td>100.00</td>
<td>200.00</td>
</tr>
<tr>
<td>Inlay, metallic - two surface</td>
<td>150.00</td>
<td>300.00</td>
</tr>
<tr>
<td>Inlay, metallic - three surface</td>
<td>165.00</td>
<td>330.00</td>
</tr>
<tr>
<td>Inlay, metallic per tooth (in addition to above)</td>
<td>25.00</td>
<td>50.00</td>
</tr>
<tr>
<td><strong>Porcelain Restorations</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inlay, porcelain</td>
<td>BR*</td>
<td></td>
</tr>
<tr>
<td><strong>Crowns - Single Restorations Only (not part of bridge or placed over implants)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resin with high noble metal</td>
<td>175.00</td>
<td>350.00</td>
</tr>
<tr>
<td>Porcelain fused to high noble metal</td>
<td>245.00</td>
<td>490.00</td>
</tr>
<tr>
<td>Porcelain fused to noble metal</td>
<td>225.00</td>
<td>450.00</td>
</tr>
<tr>
<td>Crown, full cast high noble metal</td>
<td>175.00</td>
<td>350.00</td>
</tr>
<tr>
<td><strong>Periapical Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retrograde filling</td>
<td>25.00</td>
<td>50.00</td>
</tr>
<tr>
<td><strong>Surgical Extraction</strong> (includes local anesthesia and routine post operative care)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extraction of tooth, erupted</td>
<td>30.00</td>
<td>60.00</td>
</tr>
<tr>
<td>Extraction of impacted tooth - (soft tissue)</td>
<td>45.00</td>
<td>90.00</td>
</tr>
<tr>
<td>Extraction of impacted tooth - partially bony</td>
<td>60.00</td>
<td>120.00</td>
</tr>
<tr>
<td>Extraction of tooth, complete bony impaction</td>
<td>85.00</td>
<td>170.00</td>
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</tbody>
</table>
### Other Surgical Procedures Applied to Teeth

<table>
<thead>
<tr>
<th>Procedure</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tooth Transplantation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incision and drainage of abscess intra-oral soft tissue</td>
<td>25.00</td>
<td>50.00</td>
</tr>
<tr>
<td>Removal of odontogenic cyst or tumor - lesion diameter up to 1.25 cm</td>
<td>50.00</td>
<td>100.00</td>
</tr>
<tr>
<td>ALVEOPLASTY (surgical preparation of ridge for dentures) per quadrant, not in conjunction with extractions - per quad</td>
<td>50.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

### Orthodontics - Full Banded Cases

<table>
<thead>
<tr>
<th>Procedure</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Exam and diagnosis (1 every 5 years – includes examination, study models, x-rays and photographs)</td>
<td>75.00</td>
<td>150.00</td>
</tr>
<tr>
<td>Active treatment including appliances per month</td>
<td>37.50</td>
<td>75.00</td>
</tr>
<tr>
<td>Maximum $3,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retentive treatment - 10 visits</td>
<td>7.50</td>
<td>15.00</td>
</tr>
<tr>
<td>Surgical exposure of impacted or un-erupted tooth for orthodontic reasons (including orthodontic attachments)</td>
<td>50.00</td>
<td>100.00</td>
</tr>
<tr>
<td>Surgical exposure of impacted or un-erupted tooth to aid eruption</td>
<td>50.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

### Appliances for Tooth Guidance

<table>
<thead>
<tr>
<th>Procedure</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removable appliance therapy</td>
<td>100.00</td>
<td>200.00</td>
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<tr>
<td>Fixed, appliance therapy</td>
<td>100.00</td>
<td>200.00</td>
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</tbody>
</table>

### Periodontics Surgical Services

<table>
<thead>
<tr>
<th>Procedure</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gingivectomy or gingivoplasty (per quad)</td>
<td>100.00</td>
<td>200.00</td>
</tr>
<tr>
<td>Osseous surgery (including flap entry and closure) (per quad)</td>
<td>150.00</td>
<td>300.00</td>
</tr>
<tr>
<td>Pedicle soft tissue graft procedure</td>
<td>110.00</td>
<td>220.00</td>
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</tbody>
</table>

### Adjunctive Services

<table>
<thead>
<tr>
<th>Procedure</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Periodontal scaling and root planning - per quad</td>
<td>25.00</td>
<td>50.00</td>
</tr>
</tbody>
</table>

### Miscellaneous Services

<table>
<thead>
<tr>
<th>Procedure</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive periodontal procedures following active therapy (periodontal prophylaxis)</td>
<td>25.00</td>
<td>50.00</td>
</tr>
</tbody>
</table>

### Prosthodontics - Removal Diagnostic Procedures, Complete Dentures, Including Adjustments

<table>
<thead>
<tr>
<th>Procedure</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete upper or lower</td>
<td>250.00</td>
<td>500.00</td>
</tr>
<tr>
<td>Immediate upper or lower</td>
<td>250.00</td>
<td>500.00</td>
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</tbody>
</table>

### Partial Dentures - Including Adjustments

<table>
<thead>
<tr>
<th>Procedure</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upper partial - resin base (including any conventional clasps, rests and teeth)</td>
<td>350.00</td>
<td>700.00</td>
</tr>
<tr>
<td>Lower cast metal base with resin saddles (including any conventional clasps, rests and teeth)</td>
<td>350.00</td>
<td>700.00</td>
</tr>
<tr>
<td>Upper partial cast metal base with resin saddles (including conventional clasps, rests and teeth)</td>
<td>375.00</td>
<td>750.00</td>
</tr>
<tr>
<td>Removable unilateral partial denture one piece - (including clasps and pontics)</td>
<td>209.40</td>
<td>418.80</td>
</tr>
</tbody>
</table>

### Adjustments to Dentures (Other than dentist providing appliances)

<table>
<thead>
<tr>
<th>Procedure</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete denture</td>
<td>10.00</td>
<td>20.00</td>
</tr>
<tr>
<td>Partial denture</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Denture Relining

<table>
<thead>
<tr>
<th>Procedure</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relining upper complete denture (chair side reline)</td>
<td>75.00</td>
<td>150.00</td>
</tr>
<tr>
<td>Relining lower complete denture (chair side reline)</td>
<td>75.00</td>
<td>150.00</td>
</tr>
<tr>
<td>Relining upper partial denture (chair side reline)</td>
<td>60.00</td>
<td>120.00</td>
</tr>
<tr>
<td>Relining lower partial denture (chair side reline)</td>
<td>60.00</td>
<td>120.00</td>
</tr>
<tr>
<td>Fixed Bridges (Each Abutment and Each Pontic Constitutes a unit in a bridge)</td>
<td>2008-09</td>
<td>2009-10</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>Bridge Pontics</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pontic - resin with high noble metal</td>
<td>165.00</td>
<td>330.00</td>
</tr>
<tr>
<td>Pontic - porcelain fused to high noble metal</td>
<td>200.00</td>
<td>400.00</td>
</tr>
<tr>
<td>Pontic - cast high noble metal</td>
<td>150.00</td>
<td>300.00</td>
</tr>
<tr>
<td><strong>Abutments</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crown - resin with high noble metal</td>
<td>200.00</td>
<td>400.00</td>
</tr>
<tr>
<td>Crown - porcelain fused to high noble metal</td>
<td>225.00</td>
<td>450.00</td>
</tr>
<tr>
<td>Crown - full cast high noble metal</td>
<td>165.00</td>
<td>330.00</td>
</tr>
</tbody>
</table>