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TA | 4706

A Contract between

**Carmel Central School District
Board of Education
Carmel, New York**

and

Carmel Teachers' Association

July 1, 2006 - - June 30, 2011

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Nurses / OTA 15
CTA 385

400

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (*the Public Employees' Fair Employment Act*), to encourage and increase effective and harmonious working relationships between the Carmel Central School District of the towns of Carmel, Kent, Southeast, Patterson, Putnam Valley, and East Fishkill (*hereinafter referred to as the "Board"*) and its professional employees represented by the Carmel Teachers' Association (*hereinafter referred to as the "CTA"*), and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Carmel Central School District.

This agreement is made and entered into on this day of July 1, 2006, by and between the Board and the CTA and shall remain in effect through June 30, 2011.

ARTICLE I - RECOGNITION

The Carmel Board of Education hereby recognizes the Carmel Teachers' Association as the exclusive negotiating agent for all professional, certificated teachers, plus registered nurses, licensed practical nurses, occupational therapists, certificated occupational therapist assistants, physical therapists and physical therapist assistants. Excepted from the unit are members of the Administrative staff, which consists of the Superintendent of Schools, Assistant Superintendent for Instruction and Personnel, Assistant Superintendent for Business, Director of Pupil Services, Assistant Director of Pupil Services, building principals, assistant principals, deans of students and Athletic Director/Director of Physical Education/Health. The Board agrees not to negotiate with any other teacher organization other than the CTA.

ARTICLE II - DUES AND PAYROLL DEDUCTIONS**A. Dues Deductions**

1. The Board of Education of Carmel Central School District agrees to deduct from the salaries of its employees dues for the CTA, the New York State United Teachers, and its national affiliates, as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the CTA. The CTA will accept the responsibility to provide a clerk with the names and authorization cards of teachers and deductions to be made. Teachers' authorization forms must be in writing.

"Pursuant to Chapter 392, Laws of 1967, I hereby designate the Carmel Teachers' Association (Local CTA) as my representative for the purposes of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such CTA to deduct from my salary and transmit to the CTA indicated below the dues as certified by the respective CTA. I hereby waive all right and claim for 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. This authorization shall be continuous while employed in this school system or until withdrawn by written notice."

2. The CTA shall certify to the Board in writing the current rate of its membership dues and shall give the Board thirty (30) days notice prior to the effective date of any change in membership dues. Dues deductions shall be made in the following manner: All dues and agency fee payments must be paid in ten installments beginning with the first paycheck in October through the tenth consecutive pay period. CTA agrees to collect dues cards by an appropriate date in September. Forms are to be developed by mutual agreement between the CTA and the Assistant Superintendent for Business.

3. The Board of Education shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the treasurer of the CTA. The final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted from each shall be forwarded to the CTA. If deductions have been made for only a portion of the deduction period, the listing should show the date of the commencement of such deductions.

B. Payroll Deductions

The payroll deduction policy pertaining to the following shall continue:

1. Putnam Federal Credit Union
2. Medical Insurance
3. Tax sheltered annuities, including the NYSUT Opportunity Plus Programs (IRC 403b)
4. Retirement annuities
5. U.S. Savings Bonds
6. NYSUT Benefits Trust Program
7. VOTE/COPE
8. IRC 125 and 129 Programs

Written permission is required from each employee requesting or canceling his/her payroll deduction status.

ARTICLE III - NEGOTIATION PROCEDURES

- A. In the final year of this contract, a formal procedural meeting shall be held no later than Dec. 15, and the parties will exchange proposals and enter into good faith negotiations over a successor agreement no later than Jan. 15.
- B. Both parties will attempt to limit to ten (10) the number of proposals brought to the table.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the CTA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.
- D. The Agreement shall be printed at the mutual expense of the Board and the CTA. The CTA's cost shall not exceed \$1000.00. Within four weeks of the presentation of the completed negotiated agreement to the Board by the CTA, copies of the printed contract shall be given to the CTA representatives, to be distributed to appropriate professional staff. Six hundred (600) copies will be provided to the CTA. Two hundred (200) additional copies will be provided for the Board and administration.

ARTICLE IV - EFFECT OF THE CONTRACT

- A. The terms and conditions of employment provided herein shall remain in effect unless altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that new matters, not foreseeable, may from time to time arise which are of vital mutual concern to the parties and have not been fully or adequately negotiated between them. It is understood that the Carmel Teachers' Association recognizes the Carmel Board of Education as the elected representatives of the people of the School District of the Towns of Carmel, Kent, Patterson, Southeast, Putnam Valley and East Fishkill, and therefore acts on their behalf. However, it is in the public interest that the opportunity for mutual discussion of new

- matters be provided. The parties accordingly agree to cooperate in arranging meetings and in the selecting of representatives for considering and resolving any such matters.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment not covered by the terms of this Agreement, the Board will notify the CTA in writing that it is considering such a change. The CTA will have the right to negotiate such items with the Board, provided that it files such a request with the Board within fifteen (15) calendar days after receipt of said notice.
 - C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
 - D. Any individual arrangement, agreement or contract between the Board and any individual teacher or groups of individual teachers, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement during its duration, this Agreement shall be controlling.
 - E. If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
 - F. The principal of each school building shall meet with the CTA building representative and the representative signees of this contract at the representative's or principal's request to discuss school operations and questions relating to the implementation of this contract. These meetings shall be conducted as far as possible during the regular school day without loss of pay to the teacher members, and at such a time as not to result in the loss of the teacher member's preparation periods. Proposed changes in existing policies and procedures and new policies and procedures for each school shall be appropriate subjects for discussion at such meetings, it being understood that such policies adopted or maintained by any principal must be consistent with the terms of the contract.

It is recommended that the faculty of each building in the District prepare quarterly critiques of various aspects of school programs and school life. These reports would be an appropriate area for discussion between the building representatives and the principal during the term following these critiques. If written, these are to be presented to the building administrator no later than November 15th, the last day of school in January, April 15th, and the last day of school in June.

The CTA President should be provided with a copy of all building reports. Matters of serious concern brought forth in these reports may be discussed with the Superintendent as a portion of the CTA/Superintendent dialogue sessions.

It is further recommended that committees of CTA representatives and administrators be established for scheduled periodic meetings to have discussion on matters of concern.

ARTICLE V – CTA USE OF SCHOOL FACILITIES/CTA RELEASE TIME

A. CTA Use of Facilities

1. The CTA will have the right to use school buildings without cost at reasonable times for meetings. Request for use of the building will be made to the principal of the building in advance.

2. The CTA will have the right to place notices, circulars, and other materials on faculty bulletin boards, in mail boxes, and in teachers' rooms. Items of importance to CTA members shall be included on the daily teachers' notice in each building upon request of the building representative, or the CTA President, with the approval of the building principal. Items not included on the teachers' notice will be distributed separately at the same time as the teachers' notice, if secretarial services are available. If not practical, the building representative will be notified immediately.
3. If adequate space is available, CTA office space will be provided within a building operated by the school district under the following conditions:
 - a. The school district will be responsible to provide only the space and not the furnishings.
 - b. Telephone service will be the responsibility of the Carmel Teachers' Association.
 - c. Any CTA office must not interfere with a building principal's right to have access to all rooms in the building he/she is responsible for.
 - d. The location of the CTA office will be determined by the Superintendent of Schools.

B. Time Off for CTA Business

1. Reasonable and necessary time off shall be granted by the Board for any teacher who is an officer or on the Executive Committee of the CTA or who is part of the Bargaining or Negotiating Committee, who in the course of such official work shall need school time to pursue such activities. Such time shall be arranged only with the prior approval of the Superintendent of Schools, and shall not be charged against the teacher's sick leave or pay.
2. A maximum of three (3) school days' leave shall be granted to elected delegates to the NYSUT Representative Assembly, and one (1) school day shall be granted for the Annual New York State Teachers Retirement System meeting.
3. The CTA President's teaching load shall not exceed three (3) daily teaching assignments if the CTA President teaches on the middle or high school levels. The District shall make every effort to provide that the CTA President's teaching assignments end by 11:00 AM. The CTA President shall not be assigned homeroom or administrative duties.

In the event the District adopts block scheduling the CTA President's teaching responsibilities shall not exceed the time equal to three (3) teaching periods in CHS or GFMS in effect for 2006-11. Due to possible different time blocks, the CTA President's assignments may vary on a day-to-day basis.

Should the CTA President teach in one of the District's elementary schools, the District and the CTA will work cooperatively to provide the CTA President with equivalent release time from classroom instruction to attend to CTA business.

4. In a partnership arrangement between the District and the CTA, the District agrees to recognize a Mentor Coordinator recommended to the Superintendent of Schools by the CTA. The Mentor Coordinator shall not be assigned homeroom or administrative duties.
5. Officers and representatives of the CTA may request, and they may be granted professional leave to attend meetings and workshops held by professional organizations. Request for leave must be submitted to the building principal for his/her prior approval, a minimum of one week before the date of such leave, whenever possible.

C. CTA/BOE/Administration Relationship

1. The official agenda of each regular Board meeting shall be available to the CTA prior to each meeting. The CTA shall be provided with fifteen (15) copies of the official minutes of each regular Board meeting for the CTA President as soon as possible after the approval of the said minutes of the Board.
2. Mailing list, or lists of teachers shall not be published, sold, or given to any organization, business, etc., without consent of the CTA.
3. A liaison committee between the CTA and the Board must be established for the purpose of advice, consultation and continuously meeting in the areas of mutual concern.
4. The Board shall comply with any reasonable request by the Association for available information, excluding confidential personnel records, possessed by the Board which is relevant to the processing of any grievance by the Association and the Board of any condition of employment.

D. Building Administrator and Teacher Interactions:

1. Any intended change of building policy, or questions of interpretation, must be discussed with the building representative of the CTA and the representative signees of this Contract.
2. Departmental heads are responsible to the building principal, and make reports and recommendations to him and/or the Superintendent of Schools and/or the Assistant Superintendent of Schools.
3. All building administrators will designate a chain of command to be followed in the event of their absence from school. This designation will be made known in writing to all teachers on the opening day of school.

ARTICLE VI - TEACHING CONDITIONS

The parties recognize that the availability of satisfactory school facilities for both student and teacher are necessary to ensure the high quality of education that is the goal of both teacher and the Board. In addition, it is recognized that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day will be directed at ensuring that the energy of the teacher is primarily utilized to this end.

Teacher Facilities

- A. The following conditions will prevail in each school building:
 1. Each classroom shall have space (e.g., closet, file, cabinet, storage container, desk with lock and key) in which teachers may safely store instructional materials and supplies.
 2. A teacher workroom shall contain adequate and well maintained equipment (whenever possible) and supplies to aid in the preparation of instructional materials. This room includes the free access and egress of teachers to use equipment and supplies. This room will be used in accordance with the practices established by the building principal.
 3. Classroom facilities should meet minimum standards of the State Department of Education regarding space, natural lighting, ventilation, etc.
 4. A separate telephone extension will be provided in each building for use by the staff for school business only, in an area which would ensure privacy. The location of this phone will not be subject to the grievance procedure.

- B. To the extent practicable within existing facilities, each school building shall have the following facilities:
1. A private dining area will be provided for the exclusive use of the professional staff in each building in which lunchroom facilities are provided for students. If this is not practicable within existing facilities, an adequate number of separate tables shall be reserved for the exclusive use of the teachers.
 2. An appropriately furnished room for use as a teacher lounge will be provided. To the extent possible, said room is to be in addition to the aforementioned teacher workroom.
 3. An adequate portion of the parking lot at each school will be reserved for teacher parking.
 4. Counselors' offices shall be arranged to ensure privacy.
 5. Adequate toilet facilities shall be provided for teachers.
 6. Every special area teacher shall have an assigned desk area and file cabinet, with lock and key whenever possible, in the building or buildings in which he/she teaches.
- C. In connection with the construction of new school buildings and major reconstruction of existing school buildings, the Board shall make the following recommendations:
1. Each classroom shall be designed so that the educational program as approved by the Board can be effectively implemented.
 2. Adequate teacher parking facilities shall be provided.

ARTICLE VII – TEACHER WORKDAY AND WORK YEAR

A. **Workday, Grades 9-12**

1. Professional hours (*grades 9-12*) will not exceed 6 hours, 45 minutes (to be served consecutively). Unusual hours of service will be arranged by the building principal with agreement of the teacher(s) involved.
2. Professional Time Allocations (*grades 9-12*)
 - a. **Academic Teachers** (*English, Social Studies, Science, Mathematics, Foreign Language, Business*)
 - (1) Homeroom (primarily for attendance purposes, not to exceed ten minutes)
 - (2) 5 instructional periods (or equivalent assignment as determined by the building principal). The nature of the assignment will be agreed upon by the teacher and the building principal. The District may institute block scheduling. To that end, instructional periods shall be averaged over a two consecutive day working period, resulting in no change in the maximum number of teaching periods indicated in this Article. Teaching assignments and loads shall be equitable and balanced.
 - (3) 1 duty-free lunch period
 - (4) 1 preparation period
 - (5) 1 period of teacher directed time that may be used for preparation, collaboration, team planning, assisting students, etc....
 - (6) 1 duty assignment (study hall, test proctoring, commons supervision or corridor supervision).
 - (a) The assignment will be agreed upon by the teacher and the building principal. The teacher will accept the assignment if that assignment is the only one that exists that period. A teacher who in the above

instance had no choice will be given first choice the following semester.

- (b) In lieu of a duty assignment (with the agreement of the teacher involved) a teacher may be assigned a sixth (6th) instructional period.
- (c) Teachers are encouraged to fill duty assignments that would otherwise go unfilled. A teacher who desires to be relieved of a duty assignment as described above in (6) will:
 - (1) Respond to a survey distributed by the principal in June of the preceding school year and will indicate his/her intention to be available for a "professional period."
 - (2) Those teachers choosing a professional period for the following school year will be notified of the period and location available to them by the end of the Orientation Day in September.
 - (3) During the professional period, the teacher will be available in his/her designated location to assist students who seek academic assistance, tutorial assistance and informal counseling.
 - (4) Those teachers appointed by the Board of Education after the June survey will be offered the opportunity to participate in a professional period, prior to the Orientation Day.

b. **Special Area Teachers** (*Art, Music, Technology, Home and Careers, Driver Education, Physical Education, Health, Special Education*)

- (1) Homeroom
 - (2) 6 instructional periods or equivalent assignment as determined by the building principal. The nature of the assignment will be agreed upon by the teacher and building principal. Block scheduling may be implemented as indicated in 2.a. (2) above.
 - (3) 1 duty-free lunch
 - (4) 1 preparation period
 - (5) 1 period of teacher directed time that may be used for preparation, collaboration, team planning, assisting students, etc....
- 3. One period per day shall be extended no more than five (5) minutes for the sole purpose of making announcements to staff and students. All teachers having classes during that period are responsible for supervision of students.
 - 4. A science teacher with labs, whose teaching load exceeds more than 25 periods per week, will not be responsible for homeroom, study hall or hall duty. At the secondary level, any teacher whose teaching load exceeds an average of five (5) periods per day will be released from homeroom and duties.

B. **Workday, Grades 5-8**

- 1. Professional Time Allocations (*5th-8th*): Professional hours grades 5-8 shall not exceed 6 hours and 40 minutes.

a. **Team Teachers**

- (1) Instructional day to include:
 - (a) Five instructional periods. The District may institute block scheduling. To that end, instructional periods shall be averaged over a two consecutive day working period, resulting in no change in the maximum number of teaching periods indicated in this Article. Teaching assignments and loads shall be equitable and balanced.
 - (b) 1 duty-free lunch
 - (c) 1 preparation period

- (d) 1 period of teacher directed time that may be used for preparation, collaboration, team planning, assisting students, etc....
 - (e) One period of independent study
 - (f) The periods shall be equal in length
- (2) Any remaining time, before or after the instructional day, shall be used for homeroom and corridor supervision. The times for corridor supervision shall be mutually agreed upon by the CTA and building principal.

b. Special Area and Special Education Teachers

- (1) Instructional day to include:
- (a) Six instructional periods. Block scheduling may be implemented as indicated in B.1.a.(1)(a).
 - (b) 1 duty-free lunch
 - (c) 1 preparation period
 - (d) 1 period of teacher directed time that may be used for preparation, collaboration, team planning, assisting students, etc....
 - (e) A special area teacher whose instructional time, including assigned classes, electives, and individualized instruction, does not total 4 hours and 30 minutes on a cycle average, will assist in corridor supervision as assigned by the building principal, not to exceed the difference between the actual instructional time and 4 hours and 30 minutes on a cycle average.
- (2) Any remaining time, before or after the instructional day, shall be used for homeroom and corridor supervision. The times for corridor supervision shall be mutually agreed upon by the CTA and building principal.

C. Workday, Grades K-4 and Special Education

1. Professional hours grades K-4 shall not exceed 6 hours and 30 minutes.
2. All teachers are to be present in the building 15 minutes before the instructional day.
 - a. 4 hours 50 minutes instructional time
 - b. A block of 60 minutes shall be allowed for a combined lunch/prep period each day. Three days a week this time shall be totally unencumbered by other duties and responsibilities. On the remaining two days, each teacher will have an unencumbered block of 30 minutes for lunch. During the remaining 30 minutes, teachers will use that time to collaborate with grade level colleagues. This time will be teacher directed.
3. All teachers are to be present in the building 15 minutes beyond the instructional day.
4. Representatives from both sides will return to the table late in September to examine hours and make possible adjustments.
5. Student Departure Coverage
 - a. During the first week of school, staff members will assist the district by having students remain under supervision if transportation delays occur.
 - b. If transportation delays occur during the course of the school year, remaining students will be supervised by a support staff person(s) other than a CTA member.
6. During the last week of school in June, the three days prior to the last day of school will be scheduled as 1/2 days in order to permit teachers to complete student records and end of the year work.

D. Work Year**1. Establishment of School Calendar**

A Carmel Teachers' Association committee will be established to assist the Chief School Administrator and the Board of Education to establish the school year calendar, no later than January 1st.

2. School Year

- a. The school year shall consist of 180 instructional days and 3 superintendent conference days, for a total of 183 days.
- b. In the event of any extension of calendar due to unforeseen events, the Superintendent and the CTA representatives will discuss and resolve the problem.

3. Snow Days

Within the indicated instructional days are provisions for a minimum of three (3) snow days for school closings due to snow emergencies. Any unused snow days shall be deleted from the instructional days with appropriate calendar adjustments. These shall be made under the auspices of the Superintendent of Schools. He/she will enlist the advice and cooperation of the CTA President in determining the adjustments.

4. Staff Development Programs

At the K-4 level, the District may schedule one collaboration period every six (6) weeks for the purpose of staff development. This period will be jointly planned by the CTA and the administration. In the middle and high schools, in place of one preparation period, the District may schedule one staff development period every six (6) weeks. This period will be jointly planned by the CTA and the administration. There may not be more than one meeting deviation between different groups, grade levels or departments within each building.

The District shall have the right to schedule staff development programs, but attendance at such additional programs shall be voluntary. Such programs and dates shall be developed by the PDP Planning Committee. The District, at its option, may include in the school calendar one additional Staff Development Day. The day will be approved at the time of the annual adoption of the following year's school calendar. The addition of such day shall result in a 0.3% increase added to the teacher's annual salary for the year. Such day is scheduled in the annual calendar. The CTA will have representation on the committee planning the agenda for such Staff Development Days. Likewise, a District representative may give input into the planning of the annual CTA Day (Article IX,H).

5. New Teacher Orientation Days

Each August or September, new teachers will be required to attend two orientation days prior to the opening of school. During one of those days, the CTA will be provided with a total of three hours to use for CTA orientation, welfare fund benefits, community services, etc.

ARTICLE VIII – CLASS SIZE, LOAD**A. Definitions**

1. **Class Size** - is the number of pupils assigned to a teacher for a period (*block of time*) of instruction. In the traditional elementary school, where one teacher generally directs all learning, it is the number of students for whom a teacher is responsible on a daily basis. In secondary schools, or in some elementary schools in which teachers are responsible for instruction in a particular subject, it is the number of pupils for whom a teacher is responsible during a single period or a cluster of modules in a single day.
2. **Class Load** - is the total number of students per day for whom a teacher is responsible where the teacher is assigned to more than one group of pupils, as in the secondary school, or as in team-teaching situations.
3. **Teacher Load** - is the total workday or assignment for the teacher, including duties of a non-instructional nature. In case of specialized subjects wherein two or more periods constitute one normal period the teaching load shall be pro-rated.
4. **Preparation Period** - a period of time designated for preparation of instructional materials, teacher-initiated conferences, and planning related to program. This time shall be totally unencumbered by other duties or responsibilities, whenever possible.
5. **IEP Day** - All teachers who are required by law to write IEPs for Students with Disabilities shall be allowed sufficient time to complete these individualized programs for these students. Should a teacher feel that he/she requires more time than allotted by the principal, the teacher may request the Director of Pupil Services to determine the time necessary to complete the IEPs.

B. Class Size and Class Load

1. **The Importance of Class Size- Philosophy:** The relationship between class size and pupil achievement has been researched. Certain factors have stood the test of rigorous research analysis:
 - a. Small classes offer more opportunity for teachers to know their students better.
 - b. Small classes will result in teachers using a greater variety of instructional materials (*aids*).
 - c. Experimentation, innovation and invention are more likely to occur in smaller classes than in larger ones.
2. **Class Size: 5-12**

It should be noted, also, that modern curricula call for a discovery method of inquiry and the conceptual approach to learning. In order for these new techniques to operate in maximum effectiveness, the Board of Education and the CTA agree to the following limitations. In grades 5-12 academic class size, within fifteen (15) school days after the start of the first semester, and within ten (10) days after the start of the second semester, shall be as follows:

- a. In the academic subject area of English, social studies, mathematics, science, foreign languages and business, class load shall not exceed 125 pupils, and no class shall exceed 30 pupils.
- b. In physical education classes, the total class load shall not exceed 200 pupils per day.
- c. General Music classes shall not exceed 30 pupils per class but there shall be no limitation on the size of performing groups or rehearsals for such groups.
- d. Special Room teachers (*including Home and Careers, Technology, Art, etc.*): Total class load per day shall not exceed 132 pupils and no class shall exceed 30 pupils or available student stations. No student should be assigned to a class

which does not have adequate space or facilities to allow that student to participate fully and safely in the program. Each teacher should have sufficient equipment for each student assigned to each class.

- e. The District will make every effort to limit to 15 pupils, classes of basic skills, i.e. lab classes.
- f. The District will make every effort to assure that no teacher shall be required to teach more than three consecutive class periods unless mutually agreed upon by the teacher and administrator.

3. **Special Education**

Philosophy: The Department of Pupil Personnel Services will comply with Federal and State Education Department and Commissioner's Regulations pertaining to Special Education.

- a. Full or Part-time Self-Contained Classes composed of students with a variety of disabilities: class size shall not exceed a ratio of 15 children per classroom teacher, with no more than a three-year chronological range within the group.
- b. Classified students' teachers shall be allowed to leave students in the charge of a teaching assistant with prior knowledge of the building principal.
- c. The Special classes will be housed, where possible, in a room that has a sink, bathroom, and water fountain in the room. The room will be in an area that will be subject to a minimum amount of outside distraction.
- d. One teaching assistant for each Special Education class will be provided, when agreed to by the teacher.
- e. Teachers who are assigned students pursuant to the provisions of the State or Federal law relating to the education of the disabled shall be provided with released time for all special preparation, committee meetings, parent conferences, and conferences between the regular classroom teacher and the special education teacher, which are required by the State or Federal law. Such teachers shall suffer no loss in current preparation or planning time for regular students.
- f. The building principal will provide sufficient released time in each case. If the teacher involved believes that the amount of released time is insufficient, the teacher may request additional time from the principal. Such requests will not be unreasonably denied.
- g. Administrative procedures shall be developed to promote the proper placement of a child who is to be mainstreamed. The goal of the procedures shall be to promote cooperative planning among the regular classroom teacher, the special education teacher and the building principal. Teacher concerns over the appropriateness of the placement shall be referred to the District Committee on Special Education.
- h. Classified students enrolled in two or more part-time, self-contained classes who are deemed to be appropriately placed in mainstreamed classes, will be equitably dispersed among the mainstreamed classes. Every effort will be made to limit the number of such students to three (3) in any mainstreamed class. In the event that more than three (3) students, as described above, are placed in a mainstreamed class, programmatic support will be offered to the mainstream teacher. The means of support will include, but not be limited to:

- 1) a Teaching Assistant
- 2) a Consultant Teacher
- 3) a reduced overall class size
- 4) use of a classroom teacher/special education teacher collaborative model

The District is committed to making projected data available with regard to classified students' projected placements, no later than June 1st annually to ensure appropriate adherence to the above.

- i. The District will sponsor at least one in-service education program relating to students with disabilities and will budget appropriate funds. The content and format of such program will be established with CTA input.
- j. The District may vary the limitation set forth in the above sub-paragraph (a) upon receipt of approval from the Commissioner of Education for a variance of the Commissioner's Regulations governing such classes. The District shall notify the CTA prior to making application for any such variance, and if any such variance is approved, the District shall immediately commence negotiations with the CTA regarding the impact of said variance. The District shall not make such application for the purpose of reducing staff.
- k. The District will make every effort to seek voluntary teacher participation when special and regular education teachers are servicing students in a consultant/collaborative model. Absent volunteers, classified students will be assigned to classes by administration.
- l. Any process for developing District criteria/programs for the implementation of the special education services will include CTA representatives appointed by the CTA.
- m. Where appropriate, the District will provide summer conference time for general and special education collaborating teachers. Participation will be voluntary.
- n. The District will provide in-service training to familiarize all staff with the consultant/collaborative teacher services. Participation will be voluntary, if after the regular school day.
- o. Planning time for collaborative, special and general education teachers will be provided during the school year. Time will also be provided to review IEP's. Such time will not utilize existing preparation time and substitute coverage will be provided.
- p. One teaching assistant will be provided, at the request of the mainstream teacher, to any class with four (4) or more students classified under the consulting/collaborative model. The length of time the TA will be provided will be equal to the time that a consulting teacher has been assigned to said students in an IEP.
- q. A special education teacher may voluntarily perform a triennial observation on an as needed basis. Said observation will be performed in lieu of that day's duty assignment. Performance of an observation shall in no way obligate the evaluator to perform future observations in lieu of a duty.
- r. Those teachers serving students who require Wilson Reading / Wilson ELA will receive a teaching assistant when the section reaches four (4) students.

4. **Elementary Classroom and Special Teacher Load Defined (K-5)**

- a. The number of hours of classroom instruction per day, per teacher shall not exceed 4 hours and 50 minutes. If the Board requires of any teacher more than 4 hours and 50 minutes of classroom instruction, or deviates from the class sizes as listed below, it shall justify the deviation from this policy and must correct the deviation by the beginning of the next school year.
 - (1) For Kindergarten 22 to 24 Pupils
 - (2) For Grade 1 22 to 24 Pupils
 - (3) For Primary Grades 2-3 24 to 26 Pupils

(4) For Grade 4 26 to 28 Pupils

(5) For Grade 5 27 to 30 Pupils

(Except when fifth grade is organized with three ability levels, in which case the District will make every effort to limit classes of level 1 students to fifteen (15) pupils.)

(6) If the majority of a class is composed of educationally disadvantaged children, as defined by Part 149 of the Amendment to the Regulations of the Commissioner of Education re: 207 and 3602 of the Education Law, the class should be limited to 15 pupils.

(7) Art specialist -class size should not exceed the class sizes stipulated in 4 a. 1-6.

(8) It is the intent of the District to avoid assigning specialists more than four consecutive classes.

- b. Each elementary school teacher, whether a classroom teacher or a specialist, shall be provided an average of 40 minutes per day in addition to a duty-free lunch break, free from instructional and/or supervisory duties, for preparatory purposes with no extension of the contractual workday
 - c. A student shall be transferred from one teacher to another teacher on the same grade level or subject level only after consultation with teachers involved, and the approval of the building principal.
 - d. Elementary school classroom teachers shall not be required to remain in the classroom while a special teacher is instructing the entire class, except for the first few minutes (*approximately 5 minutes*) to develop understanding of the instructional objectives, and the last few minutes for the summary or evaluation of what occurred.
 - e. A teaching-assistant shall be assigned to each special class teacher for a minimum of one hour within the school day, to implement item b.
5. **Consulting Teacher**
- a. The District will make every effort to seek voluntary teacher participation in this program. Absent volunteers, consulting model students will be assigned to classes by administration.
 - b. Any process for developing District criteria for the implementation of the consultant teacher model will include CTA representatives appointed by the CTA.
 - c. Where appropriate, the District will provide summer conference time for mainstream and consulting teachers. Participation will be voluntary.
 - d. Within the first 30 days of the school year, and in late spring, release time will be provided for mainstream and consulting teachers to work on IEP's and plans for and recommendations for the following school year.
 - e. The District will provide in-service training to familiarize all staff with the Consulting Teacher Model. Participation will be voluntary, if after the regular school day.
 - f. Planning time for consulting and mainstream teachers will be provided during the school year. Such time will not utilize existing preparation time and substitute coverage will be provided.
 - g. The District will provide coverage so that mainstream and consulting teachers may meet with parents to adopt an IEP.
 - h. One teaching assistant will be provided, at the request of the mainstream teacher, to any class with 4 or more students classified under the consulting model. The length of time the TA will be provided will be equal to the time that a consulting teacher has been assigned to said students in an IEP.

ARTICLE IX - MEETINGS AND CONFERENCES

A. Faculty Meetings (maximum/school year)

1. One day per month for building principal meetings. One day per month for department head, or special group meetings. A one-week notification will be given for these meetings.
2. Agenda for district or building meetings should be released a reasonable time prior to said meeting dates (24 hours).
3. Meetings may be conducted before or after classroom hours. Time of these meetings will be by agreement between the staff and principal in each building.
4. Emergency meetings may be called if necessary.
5. Attendance by all teachers at regularly scheduled meetings is required unless specifically excused by the building principal.

B. Conference Days

1. Teachers should be encouraged to attend professional organizations, conferences and conventions.
2. Conference Policy - General Philosophy
 - a. Approval for conference attendance at school district expense shall be based primarily upon benefits which may occur to the school system as the result of an individual's attendance. Upon return from a conference, the staff member and his/her principal should take the initiative to share profitable experiences with his/her associates.
 - b. The number of staff members from any single teaching or administrative area attending a conference at any one time shall be such as not to impair the educational services to the school system. In general, conference requests will not be approved for a period of more than three school days.
 - c. Representation of Carmel at a number of important educational conferences will be encouraged rather than the attendance of many persons at a particular conference. As national conferences move to various centers of the country from year to year, Carmel staff members should plan to attend during those years when the conference is less than 500 miles from Carmel.
 - d. Staff members should be encouraged to broaden their backgrounds by attending the conferences of different associations rather than conferences of the same organization year after year. There are many conferences which embrace many fields of education.

C. Group Classification

1. Group 1

On a rotation basis staff members of any area may, during the course of a school year, attend one conference of a state, regional, national or international association. Not more than one person in ten (*or any fraction more than half thereof*) in a given area will be eligible for conference attendance in any one year.

A quota of two in ten has been established for one day's attendance of conferences within 150 miles radius of Carmel.

The following will, for conference purposes, be recognized as separate areas:

Elementary Schools (K-6)

Classroom Teachers
Art
Health Service (Nurse)
Languages

Secondary Schools (7-12)

Art
Business
Guidance Counselors
English

Music
Physical Education
Science
Speech
Reading Consultant
Librarians
Special Education

Health Services
Home and Careers
Technology
Languages
Librarians
Mathematics
Music
Physical Education
Science
Social Studies
Speech
Special Education

2. Group 2

Staff members of Group 2 may, during the course of a school year, attend one conference of a state, national, regional, or international association.

Audio-Visual Coordinators
Areas Resource Teachers
Psychologists
Department Heads

D. Conference Guide for Teachers

1. Requests for attendance at conferences will be submitted to the building principal a minimum of 45 days prior to the conference. Applications submitted early in the year will have a better chance of approval, as money will still be available.
2. A request for conference attendance shall first be channeled through the principal whose approval shall connote that the applicant can be spared from his/her duties, that attendance at the conference would seem valuable, and that, so far as is known, adequate budgetary provision has been made. Such requests should be submitted with knowledge that:
 - a. Approval will be granted on the basis of established quotas.
 - b. Approval will be granted in terms of the tenure status of the individual; priority will be given to those staff members on tenure.
 - c. In general, requests from teachers in their first probationary year will not be granted.
 - d. In general, for second and third year probationary teachers, attendance at regional conferences will be encouraged, but attendance at conferences of some distance will be discouraged.
 - e. In general, in any given school, one teacher in ten will be viewed as a reasonable proportion of persons to be away at the same time.
 - f. No person in Group 1 will be given permission to attend more than one conference of more than three school days duration in a given year.
 - g. Any person who has his/her request approved by the committee will receive expenses.
 - h. The willingness of a teacher to pay all or part of his/her expenses shall not offset the decision of the building principal.
 - i. An individual who holds office in a professional organization, or who has a key role to play on a convention program will have special consideration given to his/her request to attend the conference. Such responsibilities, however, do not entitle the holder to automatic approval of his/her application. A staff member who holds an office should indicate on his/her conference request the office he/she holds.

- j. The school system will pay for the attendance of only two teacher representatives at any one conference held more than 500 miles from Carmel.
- k. A teacher who has been denied permission to attend a conference of two or more day's duration, may be granted permission to attend for one day only, a national, state or special type conference to be held in New York City, provided, however, that the quota of two in ten is not exceeded.
- l. A conference officially called by the State Department of Education does not fall within the scope of this policy statement. Requests for attendance of these conferences will be submitted to the Superintendent for approval. Normal channels should still be observed.
- m. Limitations on the number of conferences attended by an individual or on the number of persons to attend a given conference may be waived by the Superintendent when he/she feels that it is in the interest of the school system to do so.
- n. Appeals from a decision of the building principal may be made directly to the Superintendent of Schools.

E Reimbursement

- 1. A staff member will be reimbursed for expenses incurred in connection with conference attendance in accordance with the regulations governing reimbursements.
- 2. A registration fee up to \$60.00 is an allowable expense.
- 3. Selected delegates or individual teachers granted permission to attend a national or state conference held in New York State (*two or more days*) will have full expenses paid.

F. Conference Attendance - Reimbursement for Expenses

1. Travel:

- a. Train: Advantage must be taken of the round trip fare, and must not exceed regular coach fare. If sleeping accommodations are involved, stubs must be submitted as receipt.
- b. Car: Compensation for travel by car is subject to the approval of the Superintendent of Schools. Mileage reimbursement will be at the current District rate, plus tolls and parking charges. Other expenditures such as gas, oil, etc. are not reimbursable.
- c. Plane: Travel by plane will be allowed subject to the approval of the Superintendent of Schools.

2. Other Expenditures:

- a. Subsistence and lodging: Reimbursement for meals and lodging will be on the basis of actual expenditures not to exceed an average of \$90.00 per day. Room receipts must be submitted with expense report. Itemized receipts are necessary for meals.
- b. Gratuities are not reimbursable.

3. Reimbursement Procedure:

Trip expense voucher form must be completed with detailed expenditures, signed by the staff member, and accompanied by substantiating receipts and vouchers.

4. Cancellation:

If, after receiving approval for attendance at a conference, you do not attend or do not incur any expenses you wish to claim, please notify the Accounting office to that effect.

G. Parent Conferences

1. A "Back to School Night" will be held within the first five weeks of school in each building. At the high school, the evening will not exceed two hours in length.
2. a. **High School Parent Conferences:** Teachers shall be required to attend two evening meetings per year for the purpose of reviewing student progress with parents. In addition to the evening meetings, two half-day conference days shall be scheduled. The conference schedule shall be as follows:

October evening	6:00 p.m. – 8:30 p.m.
October day	11:00 a.m. – 12:50 p.m.
March evening	6:00 p.m. – 8:30 p.m.
March day	11:00 a.m. – 12:50 p.m.
- b. **Middle School Parent Conferences:** Teachers shall be required to attend three evening meetings per year for the purpose of reviewing student progress with parents. The third parent conference night shall be scheduled in close proximity to the second parent conference night since its purpose is to better accommodate the needs of the parents. The second and third parent conference nights shall take place in close proximity to the second report card. The evening conference shall be 7:00 p.m. - 9:00 p.m.
- c. **Elementary School Parent Conferences:** Teachers shall be required to attend three evening meetings per year for the purpose of reviewing student progress with parents. Two evenings shall be scheduled in the fall within close proximity to the first report card and the third evening shall be scheduled in close proximity to the second report card. In addition to the evening conferences, one half-day conference day shall be scheduled in the fall in close proximity to the evening meeting(s) and two half-day conference days shall be scheduled in the spring. The evening conference shall be 6:00 p.m. – 7:30 p.m.
3. K-12 - In lieu of the first report card night, one full day will be scheduled for parent/teacher conferences, contingent upon the Commissioner's approval.
4. All professional staff members will be in attendance for all scheduled parent-teacher conferences, unless excused by the building principal.

H. CTA/Superintendent's Conference Day

1. Superintendent's Conference/Carmel Teachers' Association Day will be established during the spring of each school year. The date of said day will be mutually agreed upon by the Superintendent of Schools and the President of the CTA as part of each year's adopted school calendar.
2. The Superintendent's Conference/Carmel Teachers' Association Day will be shared by the Carmel Central School District and the Carmel Teachers' Association alternating the morning and afternoon sessions each year. As such, the Carmel Central School District will control the AM session while the CTA will control the PM session on years ending in an even number. The CTA will control the AM session while the Carmel Central School District will control the PM session on years ending in an odd number. An example of a Superintendent's Conference Day/Carmel Teachers' Association Day schedule is as follows:

7:30 – 8:00 A.M.	Continental Breakfast (<i>optional</i>)
8:00 – 11:00 A.M.	Carmel Teachers' Association Membership Meeting
11:00 – 12:00 noon	LUNCH
12:30 – 2:30 P.M.	Workshops

3. The Continental Breakfast will be hosted by the District and lunch will be hosted by the District and the Carmel Teachers' Association.
4. The Carmel Teachers' Association Membership meeting will be closed to non-members and the public at large.

ARTICLE X - AUXILIARY PROFESSIONAL SERVICES

A. General Guidelines:

1. Such services shall not be provided at the cost of increasing class size.
2. A total staff ratio of 68 professionals per 1,000 currently enrolled pupils.
3. A pupil teacher ratio of 1,000 currently enrolled pupils per 60 teachers.
4. The school district should move toward guidelines established for teacher load.

B. Special Staff Ranges:

1. One guidance counselor for every 325 students at the high school level and one guidance counselor for every 475 students at the middle school level.
2. One art teacher for every 450-550 K-6 pupils.
3. One classroom music teacher for every 325-425 K-6 pupils.
4. One physical education teacher for every 450-550 K-6 pupils.
5. One psychologist provided for every 1,600-1,800 currently enrolled pupils.
6. One social worker provided for every 2,500-2,700 pupils.
7. One speech therapist for every 1,600-1,800 pupils in the school district. The speech therapist should be available on a regular daily basis.
8. One remedial reading teacher for every 575-675 pupils in the school district. One remedial math teacher for the high school.
9. One consultant psychiatrist for the school district.
10. One librarian for the high school and one librarian for the middle school.

C. Other Auxiliary Services

1. No teachers shall be required to perform the following duties unless specified in this contract:
 - (a) Lunchroom supervision
 - (b) Hall supervision, during the teacher's lunch period.
 - (c) Detention hall supervision
 - (d) In the case of athletic events or events where a large number of people attend a school function, protection and supervision shall be provided by proper community agencies and teachers shall be relieved of such duties.
 - (e) Playground supervision, unless a mutually recognized emergency occurs.
2. It is recommended that teaching-assistants be provided for the implementation of the reading program and the mathematics program.
 - (a) Two teaching-assistants in each area for the Kent Elementary School;
 - (b) Two teaching-assistants in each area for the Kent Primary School;
 - (c) Three teaching-assistants in each area for the Paterson Elementary School;
 - (d) Four teaching-assistants in each area for Grades 5 and 6;
 - (e) Four teaching-assistants in each area for Grades 7 and 8.
3. One assistant for the kindergarten class. One (1) hour in the A.M. and one (1) hour in the P.M. when the upper range in guidelines is approached.
4. Teaching assistants performing any duties of an instructional nature shall be under the general supervision of a teacher in the classroom.

5. Any teacher who has an assigned teaching assistant may be responsible for submitting to the building principal no more than one written evaluation of that tenured teaching assistant per year and up to two written evaluations of that non-tenured teaching assistant per year.

D. Permanent Substitutes

1. Daily pay for the permanent substitute position will be \$140.55 in 2006-07, \$145.54 in 2007-08, \$150.70 in 2008-09, \$156.13 in 2009-10, and \$161.75 in 2010-11.
2. Permanent substitutes will be allowed one (1) day for sick leave per month, OR a total of ten (10) days per school year. Each permanent substitute may accumulate up to a total of 180 days as an employee of the District.
3. With the understanding that unforeseen issues may not guarantee full-time employment, "all things being equal," permanent substitutes will be given consideration for probationary positions for which they apply and for which they are qualified.
4. The building principal will have the authority to reassign permanent substitutes when necessary. Every effort will be made to avoid last minute changes of assignment.
5. The duties of a permanent substitute will be the same as the regular teachers for whom they are subbing. Any additional assignment will be reimbursed at the rate of \$18.41 in 2006-07, \$19.06 in 2007-08, \$19.74 in 2008-09, \$20.45 in 2009-10, and \$21.19 in 2010-11 per class coverage beyond the five (5) classroom teaching periods plus one (1) duty, OR six (6) teaching periods with no duty.
6. Inservice credits shall be remunerated at the contract rate from Appendix II. To qualify for inservice credits, the permanent substitute must have the credit request approved on the district's prior approval form. This form must be completed and submitted in a timely fashion so that credits can be reimbursed at the rate of per credit.
7. Grievance procedure: The permanent substitute employee will have access to the grievance procedure as it relates specifically to the terms and conditions identified and outlined above.

E. Occupational Therapists and Physical Therapists

Occupational Therapist and Physical Therapists salaries shall follow the scale set forth in Appendix A : Teachers' Salaries .

F. Field Trips

In order to encourage teacher participation in field trip experiences with students that may extend the normal working day, the District agrees that it will not use prior participation of teachers on such trips as a reason to cause teachers to participate in future field trips against their wishes such as in a "past practice" directive.

G. Extra-Curricular Activities

1. Teachers shall be asked to supervise only those student activities that are clearly related to the educational program of the school. Non-instructional activities may be more appropriately supervised by parents, community agencies, or interested and skilled citizens.
2. **Kindergarten - 12:**
 - a. Teachers will be asked to sponsor or supervise student activities only within their area of expertise.
 - b. When duties beyond the normal teaching load as defined in this report are required of teachers, a reduction in their load shall take place or remuneration as per additional remuneration schedule.

- c. New teachers shall receive a statement of their extra duties upon appointment to their position. Veteran teachers shall receive a similar extra duties statement by April 15, if possible.
- d. All extra-curricular duties for which remuneration is made shall be accompanied by a job description.
- e. Teachers will not drive pupils to activities which take place away from the school building.

ARTICLE XI - ASSIGNMENT, TRANSFERS, VACANCIES

A. Assignments and Transfers

1. In the determination of reassignments and transfer, the convenience and wishes of the individual teacher will be honored to the extent possible.
2. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates in the elementary schools or their certification area in the secondary schools. Further, no secondary teacher will have more than three preparations per day, unless agreed upon by the teacher. Each different track requiring different preparations shall be considered a single preparation. Each unique subject area and each unique grade level area is to be considered a single preparation. To the extent possible, no probationary teacher will be assigned in excess of three (3) different teaching preparations.
3. Teachers who desire a change in grade and/or subject assignment or to another building will file a written statement of such desire with his/her building principal not later than February 1st. Such statement shall include:
 - a. Grade and/or subjects presently taught.
 - b. Grade and/or subjects to which the teacher desires to be assigned.
 - c. School or schools, in order of preference, to which the teacher desires to be transferred.
4. No assignments of new teachers will be made until all transfer requests have been considered.
5. Teachers who will be affected by a change of grade assignments in the elementary grades and by changes in subject assignments in the secondary school will be notified by the Assistant Superintendent for Instruction and Personnel as soon as practicable and prior to June 1st, except as necessitated by enrollment changes.
6. Involuntary Reassignment or Transfer
 - a. Any involuntary reassignment or transfer will be made only after a meeting between the teacher involved and the Superintendent of Schools and/or the Assistant Superintendent for Instruction and Personnel, at which time the teacher will be notified of the reasons for the reassignment or transfer. Involuntary transfers or reassignments shall occur only when the administration can demonstrate a clearly established educational need for the services of the teacher subject to involuntary reassignment or transfer. The teacher may request that a CTA representative be present at the meeting. Reassignments and/or transfers will not be used as a punitive measure. It is clearly understood that involuntary transfers and reassignments are discouraged and will be rarely implemented by the District.
 - b. Teachers involuntarily transferred and/or reassigned will receive a budget appropriation of \$1000 to be used for professional development, supplies and/or other items to facilitate the transition to the new assignment.

- c. A teacher who fills an opening in the manner described above will be notified when a position becomes open on his/her original grade level or subject area or in his/her original building. In the event he/she is denied the position, he/she will be notified in writing of this denial and specific reasons for this denial will be given.
7. Multi-building assignments: The period during which travel occurs shall be counted as a portion of the teacher's duty period. Total time will not exceed that of a normal duty period.
8. In arranging schedules for teachers who are assigned to more than one school, every effort will be made to limit the amount of interschool travel, and mileage will be reimbursed as per Article IX, F., 1., b. Teachers will be notified of any change in their schedule as soon as possible.
9. If a class is eliminated in a particular building due to changing enrollment, the teacher affected will be given a list of available openings for the coming year. The teacher may apply for any such opening and selection will be based primarily on seniority in the District. Teachers filling positions in this manner will not be required to file formal applications or undergo interviews as would be required of an applicant new to the district.

B. Teacher on Special Assignments

The CTA will entertain proposals from the District which will allow a member of the bargaining unit to accept reassignment from a current position for the purpose of taking on special assignments which might include consulting, providing staff development or providing curriculum development assistance to colleagues. Such special assignments shall be made on a voluntary basis by the unit member. It is understood that any member accepting such assignment would retain and continue to accrue seniority in his/her tenure area(s). Any such special assignment will be mutually agreed upon by the District and the CTA.

C. Promotion and Vacancies

1. Whenever any vacancy or new position in any educationally certificated or paid job in the District shall occur, the Board will post on all faculty bulletin boards and give written notice to the President of the CTA. The daily teachers' notice in each building will carry a notification for five school days that such vacancy is posted on bulletin boards. No vacancy will be permanently filled until twenty (20) days after such notification unless otherwise concurred with by the CTA.
2. The written notice of each vacancy will include a job description.
3. Every teacher who desires to fill any such vacancy will file his/her application in writing with the Superintendent of Schools within twenty (20) calendar days, following the posting of the vacancy.
4. Nothing in the contract shall prevent the Board from making "acting appointments" until positions can be filled with permanent appointments as provided in this Contract.
5. Unless qualified applicants are unavailable, all permanent appointments shall be made whenever possible within 30 calendar days, not to exceed 60 calendar days exclusive of vacations, of the date on which the vacancy occurred, except in the case of the Superintendent of Schools, and/or assistants to the Superintendent of Schools. Time spent in such "acting appointments" shall not be used as an indication of superior qualifications for the position.

D. Effort to Employ Full-time Teachers

The District will make every effort to employ full-time teachers. Multi-building assignments will be utilized where appropriate as opposed to employing several part-time teachers for a position that can be filled through the hiring of a full-time teacher.

E. Additional Teaching Assignment

In the event that the District is unable to secure a teacher for all class periods required, and/or if a substitute is not available to replace a teacher on a long-term absence, the following procedures shall be followed:

1. The Superintendent shall notify the CTA President of the need to absorb the absent teacher's classes, along with the expected period of coverage needed, if known.
2. The Superintendent and the CTA will identify those teachers who are qualified to fill the assignment and those teachers shall be notified. Qualifications may include other considerations in addition to certification.
3. Volunteers from above shall be selected to assume classes based on availability of time within the replacement teacher's teaching schedule. Should two or more volunteers be available for one class, the most senior teacher shall receive the assignment.
4. No teacher shall be assigned an additional period involuntarily.
5. Payment for an additional teaching assignment shall be one-fifth (1/5) of the replacement teacher's contractual salary rate for the duration of the teaching assignment.
6. Any and all additional teaching assignments shall require the consent of the District, the CTA and the teacher designated to teach the additional class.

ARTICLE XII – TEACHER EVALUATION AND FILES**A. Evaluation**

The main purpose of the teacher evaluation process is to improve the quality of instruction. Areas of teacher strengths should be noted with comments. Any comments relating to teacher weaknesses shall be accompanied by suggestions for the improvement of performance. All comments will be constructive in nature.

Formal evaluation and informal observations are on-going processes. Informal observation occurs as the teacher relates and interacts with other professional staff, as well as with students and parents. All evaluations involving classroom observation are formal evaluations. All evaluations shall be conducted openly and with full knowledge of the teacher.

The teacher evaluation form used by the District shall be arrived at by a committee composed of an equal number of representatives of the CTA and the administration. The CTA shall select its representatives to this committee. The evaluation form recommended by this committee will be subject to final approval by the Board of Education.

1. All formal evaluations and informal observations made must be so identified before being placed in the teacher's personal file.
2. Teachers should be given a span of at least two weeks between evaluations unless it is mutually agreed to conduct another evaluation in a lesser period of time. Every effort will be made to coordinate the observations conducted by various evaluators.
3. Each teacher should be given his/her evaluation not later than seven working days following the evaluation and will have the opportunity to discuss such a report with his/her evaluator.
4. Each teacher will be allowed to review his/her evaluation for a period not to exceed 10 working days prior to signing and filing of such a report. The teacher's signature does not necessarily indicate agreement with its contents.

5. The teacher being evaluated will have the opportunity to place in his/her personal file any written comments he/she may wish to add concerning each evaluation within 10 working days following receipt of the evaluation.
6. Any criticisms concerning an evaluation will be constructive in nature and be designed to evaluate the teacher on the merits of his/her goals and methods and to improve instruction. No teacher will receive criticisms from any observer in the presence of others.
7. For non-tenured teachers, class visitations and accompanying evaluations will be reasonably spaced and arranged as early in the school year as possible to provide maximum opportunity for positive individual guidance and assistance. The majority of all evaluations will be completed by February 1.
8. In addition to the discussions held after each classroom visitation, 1 formal conference with the building principal will be held each year with the non-tenured teacher to discuss the results of the evaluations to date, and at this time an overall evaluation will be given to the teacher. This conference will be held no later than March 1. Additional conferences will be held depending on need as recognized by the administrators and/or the teacher. If a third party is in attendance, it will be by mutual agreement.
9. The teacher may invoke the grievance procedure if he/she believes that his/her rating is improper because of inaccuracy, bad faith and/or discrimination.
10. The private or personal life of a teacher shall not become part of the teacher evaluation process.
11. Only members of the certified supervisory staff shall be used to evaluate teachers' work performance.
12. An evaluator observing a class for the purpose of evaluating a teacher shall remain in the classroom for a sufficient period of time to make the observation valid. The report of the evaluator shall show the time spent in classroom observation.
13. If the evaluator finds particular instructional techniques that are considered to be weak, the teacher may ask the evaluator to provide the opportunity to see such techniques in use.

B. Teacher Mentoring Program

1. A mentoring committee composed of three members of the CTA and three District administrators will develop the goals and objectives of the Carmel Central School District mentoring program.
2. The District will provide in-service training to mentors. Mentors will be required to participate in the training and will receive two (2) in-service credits for their participation. This training will be required of new mentors only.
3. Mentor Stipends
 - a. In addition to the in-service credit noted above, mentors will receive a \$600.00 stipend.
 - b. The District agrees to pay teachers selected to mentor fellow teachers transferred from within the District to another building a \$600.00 stipend.
 - c. A mentor who services two or more teachers new to the District shall receive a \$900.00 stipend and two in-service credits.
4. Each year, teachers will be invited to become part of a pool of potential mentors. The CTA mentor leader and the building principals will choose the mentors from that pool.
5. Principals will arrange at least one opportunity for mentors and mentees to "observe" each other.
6. The mentoring committee (*administrators and teachers*) will design a professional development program for new teachers.

C. Personnel Files

1. Each teacher will have the right to review his/her personnel file in the presence of the administrator responsible for the safe-keeping of such file, or his/her delegate representative. Facilities shall be made available for the teacher to make photo copies of such contents, except for confidential references given at the time of initial employment. At the teacher's request a representative of the CTA or any legal advisor or person designated by the teacher may accompany him/her in such review.
2. All material that is placed in a teacher's personnel folder in the District Office must be initialed by the teacher and the Superintendent of Schools or Assistant Superintendent of Schools. Such initialing does not necessarily indicate agreement.
3. A teacher will have the right to answer in writing any complaints filed in his/her personnel file, and his/her answer shall be attached to the complaint and reviewed by the Superintendent of Schools.
4. Attendance at voluntary organizations, e.g., P.T.A., C.T.A., N.Y.S.U.T., A.F.T., NEA, should not be part of a teacher's permanent record.

ARTICLE XIII - PROTECTION OF TEACHERS**A. Academic Freedom**

1. Academic freedom is essential to the teaching profession.
2. Academic freedom is the teacher's right to express various points of view, and reasonably advocate his/her point of view in his/her area of expertise and to assist colleagues when their academic freedom is threatened.
3. Tenure has the effect of guaranteeing freedom to teach and freedom to evaluate and freedom to criticize.
4. The personal freedom of the teacher extends to his/her freedom to join community, social, political, religious and other groups.
5. In professional contacts between supervisor and teacher, e.g., in the classroom before students, at faculty meetings, during parent-teacher situations and professional community situations, teachers will be treated with the respect due their profession.
6. A supervisor will evaluate classroom procedures of the teacher in a professional manner and with pedagogical criticism.

B. Assaults on Teachers

1. Building principals and teachers shall be required to report any case of assault on teachers in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report and shall report this information to the Board.
2. The alleged assault will be promptly investigated by the Superintendent of Schools.
 - a. The Superintendent of Schools shall recommend that action shall be taken by the Board if the assault is by an adult. The Superintendent of Schools shall take disciplinary action if the assault is by a student. This decision will be communicated to the teacher concerned.
 - b. If the assault is by an adult who is not a pupil, the building principal will promptly report the incident to the proper law enforcement authorities.
 - c. In either case (*pupil or non-pupil adults*), the Board shall render all reasonable aid to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities.

3. The Board shall reimburse a teacher for:
 - a. Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his/her employment.
 - b. The cost of any medical, surgical or hospital services (*over and above the amount of any insurance reimbursement received by the teacher*) incurred as the result of any assault suffered in the course of his/her employment.

C. Worker's Compensation

Whenever a teacher is absent from school as a result of injury caused by an assault in the course of his/her employment, he/she shall be paid his/her full salary (*less the amount of any worker's compensation payments*) for the period of such absence without having such absence charged to the annual sick leave or accumulated sick leave, up to a maximum of one (1) year, in situations which the teacher is blameless. Sick leave will not accumulate during this period. The CTA and/or the Board shall have the right to have the teacher examined by a physician, designated by either, for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate worker's compensation proceeding for the period of temporary disability, the opinion of said physician as to the aid period shall control.

D. Teacher Authority in Classroom

Since the teacher's authority and effectiveness in his/her classroom are enhanced when students realize that there is sufficient administrative backing in support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the classroom teacher and counselor and/or visiting teacher that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration shall take immediate steps to investigate the situation and aid the teacher in his/her responsibilities with respect to such pupil and take appropriate steps to solve the problems. The principal recognizes his/her responsibilities in terms of providing all reasonable support and assistance to teachers and pupils with respect to the acceptable maintenance of control and discipline in the classroom. The principal further recognizes and holds such expectations for a teacher's responsibility that such teacher, or teachers, will have the responsibility for emotionally disturbed students, or those students having need of counseling, only when enumerated in his/her job description of responsibility.

E. Just Cause

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. It is expressly understood that the Board retains all rights and obligations which it has under the tenure law.

F. Association Membership

The Board shall not discriminate in any way against any teacher by reason of his/her membership in or participation in the activities of the CTA or his/her exercise of the rights granted under this Agreement.

G. Notification of Elimination of Positions

Probationary and tenured teachers whose positions are to be eliminated shall be notified by April 1.

H. Probationary Teacher Employment Notification Dates

1. Probationary teachers shall be informed of action taken regarding tenure by the Board of Education not less than 150 calendar days prior to the end of the probationary period.
2. Exceptions to a September 1 probationary date would require 60 days notice prior to the anniversary date, but in no case later than April 1st.
3. Probationary teachers who are not to be retained for the following year must be given notification of their dismissal by April 1st. This notification should include the reasons for dismissal.

I. Visitors

1. Visitors should go directly to the office where arrangements may be made for them to see teachers or to inspect the school. Visitors are urged to confer with teachers after school if possible. Where warranted, conferences shall be held with both principal and teachers. Visitors wishing to observe classes must make visitation arrangements, and obtain approval from the building principal and the teacher involved.
2. Persons having the legal right to observe children in instructional situations must make visitation arrangements with the building administrator and the teacher must be notified. The teacher has the right to request the presence of an administrator and/or a CTA representative.
3. Salesmen shall not be permitted to disturb teachers.
4. No list of teachers' names is to be given to any commercial representative or group without CTA approval.

ARTICLE XIV - GRIEVANCE PROCEDURE**A. Declaration of Purpose**

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the earliest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board of Education and its teachers are afforded adequate opportunity to dispose of their differences without necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A Grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rules, assignments, bylaws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and Administration.
2. The term Supervisor shall mean any department chairman, principal, assistant principal, immediate superior, or other administrative supervisory officer responsible for the area in which an alleged grievance arises except for the Superintendent of Schools.
3. Aggrieved Party shall mean the CTA or any person or group of persons in the negotiating unit filing a grievance.
4. Party in Interest shall mean the CTA and party named in a grievance who is not the aggrieved party.
5. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of grievances hereunder.

C. Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions occurred, if known to the aggrieved party, and a specific statement of the nature of the grievance and the redress sought by aggrieved party.
2. Except for informal decisions at Stage I, 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 CTA.
3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the CTA directly at Stage 2 described below.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The Board of Education and the CTA agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
6. Except as otherwise provided in grievance procedure (5) Stage 1 (1) and (2), an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the CTA or any participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief School Administrator shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the CTA, provided the adjustment is not inconsistent with the terms of this Agreement and the CTA has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustments shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
11. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
12. The official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the CTA and the Board, but shall not be deemed a public record.

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

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is filed within 30 days after the teacher was aware of the act or condition on which grievance is based, subject to twelve (12) calendar months from the act or condition.
3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the CTA within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
4. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

E. Grievance Stages

1. Stage 1 *Supervisor*
 - a. A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the teacher submits the grievance through a representative, the teacher must be present during the discussion of the grievance. If resolved at this point, the resolution shall be put in writing, and copies filed with the CTA and the administrator(s) of the building(s) involved.
 - b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall, without any further consideration with the aggrieved party in interest, render a decision thereon, in writing, and present it to the teacher, and the CTA .
2. Stage 2 *Superintendent of Schools*
 - a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the CTA for its consideration.
 - b. If the CTA determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent of Schools within twenty (20) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
 - c. Within five (5) school days after receipt of the appeal, the Superintendent of Schools, or his/her duly authorized representative, shall hold a hearing with the teacher and the CTA and all other parties in interest.
 - d. The Superintendent of Schools shall render a decision in writing to the teacher, the CTA within ten (10) school days after the conclusion of the hearing.

3. Stage 3 *Board of Education*
 - a. If the teacher and the CTA are not satisfied with the decision at Stage 2, the CTA will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2.
 - b. Within ten (10) school days after receipt of the appeal, the Board of Education shall hold a hearing with the teacher and the CTA or its representative and all other parties in interest.
 - c. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.
4. Stage 4 *Arbitration*
 - a. After such hearing, if the CTA is not satisfied with the decision at Stage 3, and determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
 - b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the CTA will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve.

If parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator.
 - c. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
 - d. The decision of the arbitrator shall be final and binding upon all parties.
 - e. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the CTA.

ARTICLE XV – UNPAID LEAVES OF ABSENCE

A. Child Rearing Leave

A Child Rearing Leave will be granted to a teacher upon request. Recognizing that some teachers may want to resume their duties following such Child Rearing Leave, and that uniform consideration of the individual's status in our system is desirable, the Board of Education will grant leaves of absence under the following conditions:

1. Such leaves of absence will be granted without pay.
2. Sufficient notice will be given to the building principal so that a substitute may be hired in time to replace said teacher.
3. Teachers leaving during the first half of the school year will retain their established salary for the year they return; teachers leaving during the second half of the school year will be advanced one salary step when they return to active duty.
4. The amount of unused accumulated sick leave at the time the leave begins will be reinstated at the time of return to active service.
5. The length of such leaves will not extend beyond the first day of school of the second school year following the date of leave. Persons taking said leave will be notified of the termination date by the Superintendent of Schools.
6. A teacher planning to return to active duty should make this intention known to the Superintendent of Schools at the earliest possible date.

Return from a Child Rearing Leave, due to the termination of pregnancy, normal or interrupted, or the desire of said teacher to return from such Leave, shall be limited to the beginning of a school year providing a minimum of 90 days notice is given. In

the case where the teacher on Leave desires to return earlier than September 1st, the teacher may, by mutual agreement with the Board:

- a. Be employed as a full time teacher in said teacher's area.
- or
- b. Be hired as a district substitute, with preference, at 1/200 of said teacher's annual pay per day.

B. Exchange Teaching

1. A teacher may apply for an exchange teaching assignment for a period not to exceed one year in another state of the United States, foreign country, or a territory of either following three years of satisfactory service in the District.
2. Exchange leave with pay may be granted by the Board upon recommendation by the Superintendent of Schools.
3. A teacher being granted an exchange teaching leave advances on the salary schedule as he/she would have advanced had he/she been employed in the District.
4. Requests for leave of absence for exchange teaching assignments shall be made by the end of the first semester for leave beginning the following September.
5. No more than 1 % of the entire faculty should be granted exchange teacher privilege per school year.
6. Salary differential shall exist whenever a teacher receives an assignment for exchange teaching.

C. General Leave of Absence

One year of personal leave, without pay, may be granted upon request. Such leave may be renewed for one year upon recommendation of the Superintendent of Schools and approval of the Board.

A faculty member on a general leave of absence will:

1. Remain on tenure;
2. Have a comparable position upon return;
3. Not lose sick leave accumulation;
4. Be granted hours of credit toward salary.

Teachers may continue their health insurance during such general leaves of absence by paying the premiums to the District. They may elect to pay the entire annual amount by September 1 of the year in which they take leave or in quarterly installments due July 1, October 1, January 1 and April 1 of the year they take such leave.

D. Return after a Leave of Absence

1. Teachers who wish to take a leave of absence shall notify the Superintendent of Schools in writing of their intention and must indicate an expected return date. Expected return dates will include the following:

September 1

Day following the Thanksgiving Recess

Day following the December Holiday Recess

February 1 for High School Staff

Day following February Recess

Day following Spring Recess

2. All teachers returning from leaves of absence granted under this Article shall be restored to the same comparable position they held at the time leave was granted.
3. Upon return from leave the teacher shall be placed on the same step he/she would have been on if no leave had been taken.
4. Requests for leaves of absences may be renewed in writing using the above time schedule. However, requests must be made to the Superintendent of Schools 30 days prior to the expiration of the leave.
5. Teachers returning from leaves shall retain their tenure status upon returning from leave.

ARTICLE XVI –PAID LEAVES OF ABSENCE

A. Sick Leave

1. Each teacher shall be allowed eighteen (18) days with full pay each year for personal illness. Such leave is to be accumulative to 220 days; in the event that accumulated sick leave has been used, the teacher may, upon application to the Board, be granted an extension in paid sick leave not to exceed one year. Child bearing will be considered a disability.

At the expiration of each lengthy sick leave, a doctor's note may be requested. For every day of absence above those days accumulated, an amount equal to the substitute's duty pay shall be deducted from the teacher's per diem payment for a period not to exceed thirty (30) days after which time, salary shall cease.

In the case of serious illness or extended illness in the immediate family, (*father, mother, brother, sister, son, daughter, husband, wife or other relative with whom the teacher may be living*), sick leave days may be taken and deducted from the teacher's accumulated sick leave. A doctor's certificate may be required. In no case will use of family sick leave exceed the teacher's sick leave accumulation.

2. The District shall provide an annual report to each teacher an accounting of his/her or her accumulated sick leave, by September 15th.

B. Sick Leave Bank (SLB)

1. Sick Leave Bank shall be established July 1, 1976, shall be carried forward in order to provide sick leave coverage for unit members who, due to extended illness and disability, have exhausted their accumulated sick leave.
2. The Sick Leave Bank shall be administered as follows:
 - a. Each newly hired member of the bargaining unit shall have (1) day of sick leave deducted from his/her annual sick allocation which shall be placed in the SLB. The District shall one (1) day to the SLB for every three (3) days contributed by newly hired bargaining unit members.
 - b. Unit members with over 202 accumulated sick leave days as of June 30 in any school year shall have such days in excess of 202 days automatically transferred to the SLB.
 - c. Unused SLB days shall be cumulative and shall be carried forward from year to year.
 - d. The SLB shall be governed by a joint SLB Committee. Three (3) members shall be appointed by the CTA President and three (3) members shall be appointed by the Superintendent of Schools.
 - e. The SLB Committee shall act on all requests for SLB use.
 - f. All unit members shall be eligible to participate in the SLB, but first must use all annual and accumulated sick leave days.
 - g. Withdrawals from the SLB shall be limited to members suffering extended physical or mental illnesses or disabilities.

- h. All requests for SLB days must include written authorization which provides the SLB Committee access to the member's medical providers, in order to verify the member's eligibility for SLB days.
- i. There shall be a waiting period imposed on member requests for SLB days. The waiting period shall be equal to seven (7) days of sick leave for each year of Carmel employment up to a maximum waiting period of seventy (70) days. The member's accumulated sick leave days, if any, shall be used to offset the waiting period described above.
- j. Exceptions may be allowed by the SLB Committee in the case of a member who has suffered a previous extended illness or disability and who has used all of his/her sick leave days.
- k. Withdrawals from the SLB by any single member may not exceed one full school year. In extenuating circumstances, a member may appeal to the SLB Committee for additional SLB days.
- l. The SLB Committee shall have the right to demand any and all medical evidence deemed necessary by the Committee prior to the granting of any SLB days.
- m. SLB days shall be generally dispensed to eligible members in blocks of ten (10) days. The SLB Committee reserves the right to deviate from this number in situations it deems appropriate.
- n. SLB days shall be granted to members who are pregnant and/or who are recovering from childbirth under the same rules as set for the above. It shall be clearly understood that SLB days are in no way intended to be used for child rearing or normal child care, as such leave is available under FMLA or unpaid child Rearing Leave provided under Article XV, Section A.
- o. If at any time the SLB reserve of days falls below one hundred (100) days, each unit member shall be assessed one (1) sick leave day, and the total of teacher days shall be matched by the District at the ratio of one (1) day for every three (3) teacher days donated by the SLB.
- p. The determination of the SLB Committee shall not be subject to the grievance procedure as set forth under Article VIII, Section D.
- q. A member may appeal a decision of the SLB Committee and ask that the SLB Committee review his/her request for SLB days if the member has new or different supportive evidence for the Committee's consideration.
- r. A teacher who has been granted such leave from the bank and subsequently returns to teaching in the District shall be considered to be a beginning teacher from the date of his/her return for purposes of determining the term of his/her waiting period in the event of a future need to draw from the bank.

C. Personal Leave Days

Personal days refer to days on which a teacher needs to attend to matters of a personal nature. These days are at the discretion of the teacher who shall determine their appropriateness. Teachers shall notify their supervisor regarding use of personal leave days similar to the procedure used for sick days. Such days do not need prior approval and shall not be denied, with the following exception.

Under normal circumstances, personal days are not to be used to extend a vacation. In the instance of a teacher seeking to take personal days immediately prior to or immediately following a vacation period the teacher must have the approval of the building principal or his/her designee. Personal days immediately prior to, or immediately following a vacation period that cannot be scheduled at any other time are not subject to the principal's approval and therefore cannot be denied. Vacation period is defined as what is commonly called a recess and will include Thanksgiving, Christmas, winter and spring recesses.

Extended weekends are not considered vacation period and will include Labor Day, Columbus Day, Veterans' Day, Martin Luther King, Jr. Day and Memorial Day.

If a recess period is shortened due to adverse weather conditions, a teacher who has made prior arrangements which cannot be changed without financial loss may, with verification, use available personal days.

At the beginning of each school year a teacher will be credited with three (3) personal days.

1. The teacher may accumulate up to eight (8) personal days for use in a school year.
2. The teacher may deposit any unused personal days each June into an individual personal day bank. Up to fifty (50) personal days may be deposited into this individual bank.

At the end of each school year any unused personal days in excess of five (5) will automatically be deposited in the teacher's individual bank unless otherwise instructed in writing by the teacher.

3. Up to two (2) banked personal days may be withdrawn from the individual bank with the approval of the Superintendent.
4. Unused personal days will be bought back by the District upon retirement or added to the death benefit. The District will pay ninety (\$90) per unused personal day upon retirement to the employee, or upon his/her death, to his/her beneficiary.

D. Absence Due to Family Matters

1. In case of death in the immediate family (*father, mother, brother, sister, son, daughter, husband, wife, or other person with whom teacher may be then living*) a regular teacher shall be allowed five (5) days with full pay; for other relatives (*grandparents, uncles, aunts, first cousins, nieces, nephews, grandchildren, and in-laws*) the teacher shall be allowed the day of the funeral with full pay. The above regulations shall apply equally to relatives whether by blood or marriage but no allowance with pay shall be granted for days previous to that on which death occurs.
2. A paternity leave of up to five (5) days with pay will be permitted in addition to days allowed as covered in Item A-1.
3. For the purpose of adopting a child, not more than two (2) years of age, a leave up to five (5) days with pay will be permitted in addition to days allowed as covered in Section C. above.

E. Child Bearing / Child Rearing / Sick Leave

Notwithstanding any other provisions in this agreement, the following shall govern all leave pertaining to the birth or adoption of a child to a teacher in the District.

1. A teacher shall be entitled to a total of twelve weeks of accumulated sick leave, if available, which may be used to cover any of the following conditions:
 - a. Pre and post-natal care of the mother of a newborn.
 - b. Any and all procedures related to the adoption of a child.
 - c. Sub-section "a" and sub-section "b" above, plus any remaining time totaling twelve weeks for rearing of a newborn or adoptive child.
2. FMLA shall be used concurrently with all sick and personal leave available to the teacher(s) pursuant to this article.
3. There shall be no access to the Sick Leave Bank to any teacher for the sole purpose of child rearing.
4. The language of this Section shall not be interpreted to restrict a teacher with pre or post natal health complications from using any additional annual and or accumulated sick leave or for making application for Sick Leave Bank days pursuant to SLB rules and procedures.

F. Military Leave for Training

When requested, the Board shall grant a professionally employed person a military leave of absence for training according to Section 243 of military law. Teachers requesting leave for military training (*National Guard, Reserves, etc.*) should notify the principal immediately upon receipt of call to duty.

G. Teacher Visitations

A teacher may be absent from duty, with prior approval of the building principal, for two (2) days of visitation to another school or classroom, either in this District or in another school system, each year.

H. Education Leave Prior to the Close of the School Year

Teachers wishing to take courses before the close of the school year must receive the approval of the building principal to be released. Arrangements must be made that classes will be covered and work completed, at no additional cost to the school district. The teacher may not leave earlier than two weeks before the termination of classes.

I. Jury Duty

1. Any teacher who is on jury duty will receive his/her normal pay. The remuneration received for services to the court will be turned over to the Board, less travel and meal expenses.
2. Jury duty days will not be deducted from accumulated sick leave or personal days.

ARTICLE XVII - GENERAL SALARY PROVISIONS**A. Contract Provisions**

1. The Annual Salary Schedule set forth in Article XVIII hereof applies to every teacher covered by this Contract and specifies pay for the work year.
2. It is agreed that no new teacher shall receive a higher salary than any presently employed teacher with equal experience and training.
 - a. Any new teacher hired between the commencement of the school year and January 31 will be moved to the next step in the following year.
 - b. Any new teacher hired between February 1 and the end of the school year will remain on the same step for the following school year.
3. The rates of pay for teachers' work performed beyond their work day or in the summer school or adult education program are set forth in Articles XVIII, XIX, XX, XXI.
4. It shall not be the policy of the Board to require teachers to use their preparation time to substitute for other teachers. The Board will make every effort to provide substitutes. In situations where substitutes are necessary but not available, the principal may request that a teacher use his/her preparation period for substituting, provided the teacher is willing and the following remuneration per period is made: \$30.68 in 2006-07, \$31.77 in 2007- 08, \$32.90 in 2008-09, \$34.08 in 2009-10, \$35.31 in 2010-11.

Such requests shall be distributed equitably among all the teachers in each school during the school year.
5. In cases of emergencies arising during the school day, a teacher may be asked to "cover" a class at the rate specified above.

B. Workshops

Every teacher who conducts a Board approved special course, workshop or orientation outside his/her work day or work year, shall receive additional compensation at his/her regular daily rate of pay, or portion thereof, except as otherwise provided for in this contract.

1. Provisions for in-service training should accompany any major revision in curriculum
If a revision is made in the curriculum, funds should be available for the effective initiation of the new program, e.g., texts, films, etc...
2. The Board recognizes the need for workshops and will do all in their power to provide these workshops when necessary. Workshops will be on an invitational but not mandatory basis, and will include representative staff related to the topic of the workshop. Remuneration will be at 1/200 of BA salary, Step #1. These workshop positions will be posted in every case.
3. For those staff members who voluntarily develop and present a workshop that occurs on Superintendent's Conference Day or Staff Development half-days, the district will provide an honorarium of \$100 for planning and preparation. A workshop is defined as one in which the teacher leader develops a program that is new and/or unique for the participants. Facilitation of group discussion is not considered a workshop.

C. Salary Payments

Salary payments to all teachers shall be made according to the following options:

1. 12 Month options - 26 equal payments with full payment concluded with the second payment in June.
2. 10 Month Options - 21 equal payments
3. Teachers can continue their option of getting an "extra" paycheck, the first payday in January. This "extra" check means one less from the total of full payment (1-above).
4. Whenever school shall not be in session on payday, the school day prior to such day shall be the payday. This provision is not subject to the grievance procedure.
5. The annual salary statement shall be issued on or before June 1st and shall include the selection of payment option (see 1 and 2 above).

D. Part Time Teachers

1. In Grades 5 through 12 academic teachers teach five (5) classes and part-time positions are prorated on this basis. Special area teachers teach six (6) periods per day and part-time positions are prorated on this basis. All other entitlements, with the exception of welfare trust contributions which are made on a per member basis, will similarly follow this formula.
2. Elementary (K-4) part-time teacher salaries and benefits (except welfare trust contributions) shall be prorated based on a 4 hour 50 minute instructional day.

E. Teachers and National Service

Service in the Peace Corps, Volunteers in Service to America (VISTA), and the Teacher Corps represents a contribution to the nation. The Board of Education will grant to teachers who have served or who enter in these groups the same credit for purposes of salary, tenure, and retirement that is given for military service.

ARTICLE XVIII - SALARY SCHEDULES**A. Basic Salary Schedule**

(See Salary Appendix A)

B. Basis for Determination of Salaries for the 2006-07, 2007-08, 2008-09, 2009-10 and 2010-11 School Years:

On July 1, 2006, the base salary at BA, Step 1 will be \$47,746.

On July 1, 2007, the base salary at BA, Step 1 will be \$49,441.

On July 1, 2008, the base salary at BA, Step 1 will be \$51,196.

On July 1, 2009, the base salary at BA, Step 1 will be \$53,039.

On July 1, 2010, the base salary at BA, Step 1 will be \$54,948.

1. Tenure (See Salary Appendix A.)**2. Career Increments**

- a. Career Increments: After the 15th, 20th and 25th year of service in teaching, ten (10) of which shall have been in the Carmel Central School District.
(See Salary Appendix A.)

3. Graduate Credits

- a. Remuneration for graduate credits beyond the Bachelor's Degree
(see salary Appendix A)
- b. Internet Courses
 - (1) The internet course must be instructor led and the staff member must submit this information prior to approval for in-service credit.
 - (2) The Internet course must have assignments the staff member can complete as part of the course outline.
 - (3) The staff member must submit a certificate of completion signed by the instructor.
 - (4) Graduate courses offered via the Internet shall be approved only if offered by accredited college or universities that have physical campuses.
- c. Effective in 2006/2007 year, all approved and earned graduate credits shall be paid in blocks of 6 credits i.e.; 6, 12, 18, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90 and 96.

Effective in 2008/2009, teachers may advance to 102 graduate credits.

Effective in 2010/2011, teachers may advance to 108 graduate credits.

Teachers currently paid on a per credit basis shall continue to receive payment for all such credits, but will not receive payments for future approved credits unless the additional number of credits meets or exceeds the credit blocks as identified above.

4. Degrees

- a. For the M.A. Degree with permanent certification or professional certification or B.A. Degree with 45 credit hours with permanent certification
(See Salary Appendix A)
- b. Payment will be paid for each additional degree beyond the qualifications.
(See Salary Appendix A)
- c. Speech (*Teachers*) Therapists possessing a license as a Speech/Language Pathologist issued by the Education Department of New York State will receive a yearly stipend of \$1000 for such license. If they are required to utilize this license for another unlicensed department member's caseload, they will receive an additional \$1000 for the year in which they are asked to do so.
- d. Effective in 2006/2007, teachers shall receive the MA salary stipend for one Master's degree only, unless the District requests that a teacher complete requirements for a second Master's degree. Teachers currently holding and being compensated for two or more Master's degrees shall continue to receive such compensation. Effective in 2006/2007, the 2nd Master's stipend of \$789.00 will remain at that amount for the term of the contract.
- e. Effective in 2006/2007, the District shall not approve payment for a Master's degree in administration.

5. Inservice Credits

- a. In-service credits shall be remunerated at:
(See Salary Appendix A)
 - b.
 1. A cap of 13 in-service credits per year per person
 2. The selection of in-service courses will be at the discretion of the teacher involved relative to certification and/or teaching assignment and shall be approved by the Carmel Central School District.
 - c. Any CTA member who serves as a mentor to a student participating in the High School WISE Program shall receive twenty (20) in-service hours (2 in-service credits) per year even if the contact time exceeds twenty hours. Should staff development be necessary for mentor training, the mentor shall be remunerated as per contract Article XIII, B, 5, a.
6. **Notification of completed courses** is to be submitted by September 15. Verification of completed courses is to be submitted by December 1.
 7. **Military Credit:** One salary step advancement for every two (2) years of military service to a maximum of 2 steps. This credit to be counted toward career increments.
 8. **Guidance Additional Work:** Guidance personnel or other professional staff shall receive 1/200 per diem of their salary for any additional days of duty requested by the administration over and beyond the contracted instructional days.
 9. **Additional Work:** If remunerated on an hourly basis during the summer or during the regular school year, one day will equal 6.5 hours.

C. Leadership, Activities and Athletics: (see Appendix C)

ARTICLE XIX – SCHOOL NURSES, LPNS, OCCUPATIONAL THERAPIST ASSISTANTS, AND PHYSICAL THERAPIST ASSISTANTS

This Article includes any working conditions unique to and/or pertaining to the CCSD employees classified as Nurses, LPNs, Occupational Therapist Assistants, and Physical Therapist Assistants, including salaries for those classifications, hereinafter referred to as school nurses.

Generally, these employees shall enjoy all the benefits and working conditions provided to CTA members, except those which are specifically reserved to teachers by law, e.g. tenure, and/or which by contract are reserved to teachers, e.g. parent conferences, class size, etc.

Benefits and conditions of employment which do apply to teacher members of the bargaining unit will be extended to the Nurses, LPNs, Occupational Therapist Assistants, and Physical Therapist Assistants, including but not limited to work year, leaves of absence, Welfare Fund, etc.

Where language found in this Article conflicts with language found in the remaining Articles of this Agreement, the language found in this Article shall be controlling for the School Nurses.

A. Working Conditions

1. Work Day

The work day of the school nurse shall parallel the professional hours of the teaching staff in his/her school, including a duty-free lunch period. Two (2) twenty (20) minute duty-free breaks may be taken with the understanding that emergency situations may interfere with the regularity of such breaks. All lost lunch/break time due to emergencies shall be made up as mutually agreed between the nurse and the principal.

2. Term of Employment

All school nurses shall follow the official (teachers') calendar. Remuneration for up to five (5) preparatory days prior to the start of the school year, as well as any additional days or hours beyond the regular work day, that are requested by the principal or the Assistant Superintendent for Pupil Services, and agreed to by the school nurse, will be at the rate of 1/200th of the nurse's annual salary per day, or prorated per hour.

3. Nurses will provide coverage for sports physicals, as needed, during the summer.

B. Salaries

1. The salary schedule for school nurses, LPNs, Occupational Therapist Assistants, and Physical Therapist Assistants shall be appended to this Article. (**See Appendix B**)
2. All new hires shall be placed on Step 1 of the salary schedule in effect at the initial date of employment.
3. Approved undergraduate and graduate courses and in-service courses will be compensated at the rates set forth in the School Nurse salary schedule. In order to receive the above payments, a School Nurse must have completed the basic qualifications and be a licensed RN. A credit shall be defined in accordance with Part 50.1(o) of the regulations of the Commissioner of Education.
4. LPNs shall be paid at 80 percent of the RN salary schedule.
5. Longevity steps shall be paid at the School Nurses' rate for Nurses, LPNs, Occupational Therapist Assistants, and Physical Therapist Assistants.
6. **Substitute Pay** – An LPN asked to substitute for a School Nurse shall receive, in addition to his/her normal salary, the difference between his/her per diem pay and that of a School Nurse on the same salary step. Duties of the LPN will be in accordance with Civil Service, the Nurse Practice Act, and the regulations of the Commissioner of Education.

7. **Extra Coverage Pay** – School Nurses asked to cover another health office for a majority of a day in addition to their normal assignment, shall be paid an amount equal to the pay which would have been received by a substitute in addition to their regular salary for each day. School Nurses directed to cover another health office will be paid for any extension of their workday at their prorated hourly rate.
8. **Overnight Activities** – Any school nurse who provides health services for an overnight activity shall be paid for \$161each night

C. **Vacancies**

The CTA shall designate a nurse who shall be included in the interviewing process for any school nurse vacancies.

D. **Protection of Nurses**

The District will provide a school nurse with a witness/assistant in situations where there is a danger of the school nurse being subjected to physical or sexual abuse, or in which the school nurse may be accused of physical or sexual abuse. It is the duty of the school nurse to request and explain the need for such a witness/assistant to the building principal of his/her designee.

E. **CPR Certification/Recertification**

The District will provide each unit member one (1) day off per year with pay for the purpose of obtaining CPR certification nor maintain CPR certification. Additionally, the District shall add to the salary of each school nurse, \$322 annually, for the costs of obtaining/maintaining CRP certification.

F. **Personal Days**

Unused personal days will be bought back by the District upon retirement or added to the death benefit at the rate of \$55.00 per day.

G. **Bereavement Leave**

All school nurses shall be granted three (3) days of absence with pay due to the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle or grandparents.

H. **Health Insurance**

1. The District shall provide health insurance at no cost to school nurses employed prior to July 1, 1991. School nurses employed on or after July 1, 1991, shall pay 20% of the health insurance premiums annually.
2. The health insurance program that will be provided to the school nurses, retirees and their dependents shall be the Carmel Health Plan.
3. Participants in the Carmel Health Plan shall retain any and all rights heretofore provided by the former "State-wide Plan" or current "Empire Plan", so long as the school nurses and the District agree to provide the Carmel Health Plan. The School Nurse shall be eligible for Medicare B reimbursement payments from the District upon reaching the age of 65.
4. Health insurance benefits, including co-pays, deductibles, and employee premium contributions, shall not change for the duration of the Agreement; however, should a majority of the NYSUT bargaining units agree to change health insurance coverage, the school nurses shall retain the right to be one of the voting "units" for any future change in health insurance.

I. Retirement

1. The District shall provide the plan Section 75i NYSERS. All school nurses are eligible to join the retirement system.
2. Retirement Benefit
 - a. School nurses shall be eligible to participate in all the CTA options offered to retirees receiving remuneration for unused sick leave days.
 - b. Unused sick leave days up to a maximum of 150 days shall be paid at a rate of:

	2006-07	2007-08	2008-09	2009-10	2010-11
Nurses, OT/PT	208	215	222	230	238
LPNs	166	172	178	184	190
OT/PT Asst	156	161	166	172	178

- c. Unused personal days will be bought back by the District upon retirement or added to the death benefit at the rate of \$55.00 per day.

J. Professional Development

1. School nurses will be encouraged to attend conferences, in-service offerings, and seminars in an effort to help keep them current in their field.
2. Attendance at conferences, etc. is subject to approval of the building principal and the Assistant Superintendent for Business.
3. Procedures for approval and reimbursement will be consistent with established District practices.

K. Evaluations

School nurses are to be evaluated in the following manner:

1. An annual evaluation report will be written by the building principal. This report shall be presented to the school nurse for signature to indicate that it has been seen and discussed. A copy of the report will be made available to the school nurse at the time it is signed. A copy will be forwarded to the D district office for inclusion in the school nurse's personnel folder.
2. School nurses have the right to prepare comments in regard to the annual evaluation which shall be placed in the personnel folder.

L. Physical Examinations Required by the District

If required to take a physical examination of any type of description, the school nurse shall have the right to designate a doctor of his/her choice from a list of licensed physicians annually approved and designated and published as school doctors by the District to conduct such examination.

M. Salary Schedules (see Appendix B)

ARTICLE XX - SUMMER SCHOOL**A. Hiring Policy**

Teachers in Carmel Central School District will be offered job opportunities first.

B. Status of Teachers

1. Status of "*Prime*" Consideration
 - a. Teachers who have been in the program and continued in the program from the start.
 - b. Teachers who have been added to the summer school staff as needs arose for added classes.
 - c. Teachers in "*Prime*" consideration status position may give up one summer term without losing "*Prime*" status.
2. New teachers for any summer school year are classified as:
 - a. "*Additional*" teacher with opportunity to reach "*prime*" status.
 - b. "*Replacement*" teacher who is hired for that one year only on an emergency trial basis.
3. The ranks of "*Additional*" teachers are to be filled from those who have been hired in the past as qualified "*Replacement*" teachers. The ranks of "*Prime*" teachers are to be filled from those who have been hired as "*Additional*" teachers.
4. The summer school principal in cooperation with department chairs, and building principals, will recommend replacement applicants.
5. Positions opened will be posted on the appropriate office bulletin boards. Postings will include the appropriate salary.
6. The summer school principal is responsible directly to the high school principal.
7. The summer school principal should work in close conjunction with the Assistant Superintendent for Instruction, the Assistant Superintendent for Business, and all building principals relative to the educational offering in summer school programs.

C. Salaries

1. **Full-time Summer School Rate:** Remuneration per class shall be at the rate of \$2,578 for 2006-07; \$2,670 for 2007-08; \$2,765 for 2008-09; \$2,864 for 2009-10, and \$2,967 for 2010-11. Full-time summer school shall be defined as 24 days at three hours per day and will not include additional compensation for preparation time.
2. **Part-time Summer School Rate:** Elementary Summer Reading Program and Summer Special Education Program hourly rates are based on 1/72nd of the full-time summer school rate. Summer Guidance, Summer Committee on Special Education Meetings and Summer Special Education Evaluations shall be paid at 1/200th of the daily rate per hour.

D. Coverage of Regents Exams/Scoring of Exams

The summer school teacher's responsibilities include the twenty-three instructional days, plus the Regents examination day (*proctoring and/or exam scoring*). A teacher who scores exams will be required to score up to the equivalent of one full class set of examinations (30). If time is needed to score additional examinations, the teacher will be paid at the summer school per diem rate.

ARTICLE XXI - CONTINUING EDUCATION

A. General

The Adult Education program will offer the residents of the school district a balanced program of continuing education reflective of the needs of the community. The program will consist of two semesters of ten weeks duration, each semester usually consisting of twenty hours of instruction.

B. Instructional Staff

Teaching positions will be first offered to members of the general faculty through the daily notice. Applications for positions should be made in writing to the Director of Adult Education within five (5) days of the notification that a teaching position exists. If a qualified individual is not available from the general faculty, the position will be filled by competent people from the communities.

C. Remuneration

Director:

2006-07	2007-08	2008-09	2009-10	2010-11
15,576	16,129	16,702	17,303	17,926

Instructional Staff - Teachers will be reimbursed at a rate shown below per hour. Payment will follow the completion of classes per semester.

2006-07	2007-08	2008-09	2009-10	2010-11
49.33	51.08	52.89	54.79	56.76

D. Right to Discontinue

The District has the right at any time to discontinue the adult education program and that the existence of the provisions in the contract over adult education does not obligate the District to have or operate such a program.

ARTICLE XXII - INSURANCE

A. Health Plan

The health insurance program that will be provided to teachers, retirees and their dependents shall be the Carmel Schools Health Plan, hereinafter the "Plan," under which the District provides health benefits to present and former employees of the District who are now or who have been members of the teachers' bargaining unit represented by the CTA.

The health insurance program that will be provided to the active and retired teachers and their dependents shall be based on the Plan as specified in the Summary Plan Description (SPD), including those amendments approved by the CTA in 2000. Any and all Federal and/or State legislation or regulations of the State Insurance Department that apply to the Plan shall be incorporated in and made a part of the SPD.

B. Scope and Implementation of Plan

The changes to the Teachers' Plan as set forth in this agreement shall apply only to those present, former, or future employees who are now or who have been, or will be members of the teachers' bargaining unit, except for those employees in the categories of school nurse, licensed practitioner nurse and health assistant.

C. Annual Deductibles and Co-Pays

1. The annual major deductibles for active teachers will be:
\$400 for individual
\$1000 per family
The annual major deductibles for retired teachers will be:
\$200 for individual
\$500 for family
2. The annual out-of-pocket maximum payment for active teachers will be \$750.
The annual out-of-pocket maximum payment for retired teachers will be \$500.
3. Effective 2006-2008, the PPO co-pays for active employees shall be \$15/visit, maximum of three per day.
Effective 2008-2011, the PPO co-pays for active employees shall be \$18/visit, maximum of three per day.
The PPO co-pays for retired teachers shall be \$12.
4. Effective 2006-2008, the outpatient hospital co-pays for active teachers shall be \$15.
Effective 2008-2011, the outpatient hospital co-pays for active teachers shall be \$18.
The outpatient hospital co-pays for retired teachers shall be \$12.
5. Effective 2006-2008, the brand name prescription drug co-pay for active teachers shall be \$14.
Effective 2008-2011, the brand name prescription drug co-pay for active teachers shall be \$18.
The brand name prescription drug co-pay for retired teachers shall be \$10.
Effective 2006-2008, generic drug co-pays for active teachers shall be \$4.
Effective 2008-2011, generic drug co-pays for active teachers shall be \$6.
The generic prescription drug co-pay for retired teachers shall be \$2.
There shall be no co-pays for active or retired teachers using generic mail order drugs.
6. All active and retired employees on prescription drug maintenance programs must use the mail order drug procedure. There shall be no co-pay for the active or retired teachers using mail order drugs under this provision.
7. Emergency room visits shall have a co-pay of \$50.00

D. Contribution to Cost of Health Plan

Effective July 1, 2001 the active members of the teachers' bargaining unit shall contribute, each year, through a payroll deduction, an amount equal to nine percent (9%) of the last audited total expenditures of the Plan applicable to the active members of the teachers' bargaining unit. "Expenditures" shall mean all payments made by the Plan for the period from July 1 through June 30 for the teachers' bargaining unit applicable to active members of the unit. The CTA shall notify the District by October 1 of the amount which shall be contributed through a payroll deduction by each of the active members of CTA on an individual or family basis, for the current school year. For 2006-07, the annual contribution by participating active teachers shall be 9 percent of the cost for active teachers and their dependents for the year 2004-05. For 2007-08, the contribution shall be based on 2005-06. For 2008-09, the contribution shall be based on 2006-07. For 2009-10, the contribution shall be based on 2007-08. For 2010-11, the contribution shall be based on 2008-09. In all years, actual costs shall be verified by a certified audit.

Any employee who becomes a member of the bargaining unit after July 1 shall contribute the amount designated for that particular school year, prorated as of the date of entry. Teachers resigning effective June 30 of any given year shall be provided with health insurance coverage during the succeeding July and August. The District will pay 100% of the premiums for full-time retired teachers and their eligible dependents and retirees.

Health benefits for part-time employees shall be pro-rated based on the amount of time employed. Health coverage is optional for part-time teachers.

(District will pay 50% of premiums for a half-time teacher, 80% for a fourth-fifths teacher, etc.).

E. Level of Benefits/Prior Rights

The level of benefits shall be changed only by mutual agreement between the District and CTA. Participants shall retain any and all rights heretofore provided by statute or regulation governing the former "State-wide Plan" or current "Empire Plan."

F. Dependent Coverage

Dependents of a deceased teacher may retain coverage under this group plan by making appropriate payment to the District.

G. Health Benefits Board

A Health Benefit Board shall be established consisting of equal representation from the District and the CTA to oversee the teacher/retiree segment of the Plan. The District and the CTA shall jointly develop a procedure which shall empower the Board to adjudicate any medical coverage decisions. The Board shall not have the power to add or to amend the SPD of the Plan. The District will share with the Carmel Teachers' Association any and all reports from the third party administrator.

H. Reopening

The District and the CTA reserve the right to reopen bargaining over the Health Plan at any time the parties mutually agree.

ARTICLE XXIII - WELFARE FUND

A. Purpose

Effective July 1, 1982, a welfare fund administered by the CTA shall be created. The District shall contribute the amounts listed below (*See B*) per unit member according to the following schedule (*Contributions shall be made to the CTA each year of this agreement.*)

July 1	25%
October 1	25%
January 1	25%
April 1	25%

No monies shall be released until the District is in receipt of documents demonstrating that the fund has been established and filed in accordance with the law. The purpose of the fund shall be to provide various health and insurance coverages to all unit members, and no portion of the monies in the fund or insurance coverages purchased by the fund shall be used to defray or cover expenses incurred by unit members in the defense of actions brought against them by the District.

B. District Contribution to CTA Welfare Fund

Effective July 1, 2006-07 the District shall contribute to the CTA Welfare Fund (\$1,425) per unit member. Effective July 1, 2007-08 the District contribution shall be (\$1,500) per unit member. Effective July 1, 2008-09 the District contribution shall be (\$1,575) per unit member. Effective July 1, 2009-10 the District contribution shall be (\$1,650) per unit member. Effective July 1, 2010-11 the District's contribution shall be (\$1,725) per unit member.

C. Annual Audit

An annual audit shall be provided to the District within thirty (30) days of acceptance of the audit by the CTAWF Trustees.

D. District's Responsibility

The District's only responsibility shall be to transmit the monies to the trustee of the fund, and the District shall not be responsible for benefits provided for unit members through the fund, or for any of the insurance coverages purchased there under.

ARTICLE XXIV - 125 PLAN

Effective no later than January 1, 1999, an IRC 125/129 Plan shall become operational. The CTA will nominate a third party administrator for the plan and the District shall not unreasonably oppose the selection of the CTA.

ARTICLE XXV - RETIREMENT PAY**A. Eligibility**

Minimum age – Members of the bargaining unit must attain the minimum age of 55 prior to the date of actual retirement. A teacher may elect to retire at the end of the academic year at age 54, when the teacher's 55th birthday would occur after the beginning of the succeeding academic year. In such situations, the District will provide fully paid health insurance for up to one (1) year prior to the teacher reaching the age of 55, after which normal retiree health insurance commences.

B. Payment Amount

- Members of the bargaining unit who elect to retire at the end of a school year (*June 30th through August 31st*) and who submit irrevocable retirement notices to the District shall be paid for up to 150 accumulated sick leave days based on the rates shown below:

	2006-07	2007-08	2008-09	2009-10	2010-11
Salary Based	35,606	36,816	38,068	39,362	40,701
Longevity	1,675	1,732	1,791	1,852	1,915
Tenure	1,872	1,935	2,001	2,069	2,139
MA/PC	2,306	2,384	2,465	2,549	2,636
Adv. Degree	610	631	652	674	697
Grad. Credits	98	102	105	109	112
In-Service	49	50	52	54	56

- Unused personal days will be bought back by the District upon retirement or added to the death benefit. The District will pay ninety (\$90) per unused personal day upon retirement to the employee, or upon his/her death, to his/her beneficiary.

NOTE: As per Memorandum of Agreement (6/24/2003) payments for all unused sick leave/personal leave days will be deposited into a non-elective 403 (b) account.

C. Payment Options

1. Three Year Plan

- a) Thirty nine months before the June ending the last year of employment, the teacher will submit an irrevocable letter of resignation from his/her position with the District.
- b) In the first year following the retirement notice, the teacher shall be paid his/her regular salary, plus 2/9ths of that salary, figured on the payment levels itemized under B. above.
- c) In the second year following the retirement notice, the teacher shall be paid his/her regular salary, plus 3/9ths of that salary, figured on the payment levels itemized under B. above.
- d) In the third (*and last*) year following the retirement notice, teacher shall be paid his/her regular salary, plus 4/9ths of that salary, figured on the payment levels itemized under B. above.

2. Two Year Plan

- a) The bargaining unit member will submit an irrevocable letter of resignation from his/her position with the District no later than February 1st or 29 months prior to the end of the 1st school year of employment in the District.
- b) In the first year following the retirement notice, the teacher shall be paid his/her regular salary, plus 4/9ths of that salary, figured on the payment levels itemized under B. above.
- c) In the second (*and last*) year following the retirement notice, the teacher shall be paid his/her regular salary, plus 5/9ths of that salary, figured on the payment levels itemized under B. above.

3. One Year Plan

- a) The bargaining unit member will submit an irrevocable letter of resignation from his/her position with the District no later than on February 1st or 17 months prior to the end of the last school year of employment in the District.
- b) In the school year following the retirement notice, the teacher shall be paid his/her regular salary, plus 9/9ths of that salary, figured on the 1995-96 payment levels itemized under B. above.

D. Death Benefit

In the event the teacher dies with unused sick leave his/her estate will receive the amount of unused sick leave up to 150 days.

ARTICLE XXVI- DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2011 subject to an annual reopening as follows:

In the event either party wishes to amend this Agreement, notice may be given by November 1st of each year during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article III of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1st or at such other time as may be mutually agreeable to the parties.

IT IS AGREED by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by an amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

CTA

By [Signature]
President

By [Signature]

By [Signature]

By [Signature]

Board

By [Signature]
Superintendent of Schools

By [Signature]

Attest:
[Signature]

Clerk

JEANNE M. GALLIANO
Notary Public, State of New York
No. 01GA6007627
Qualified in Ulster County
Commission Expires 5/26/2010

Dated on the 15th day of MARCH,
2007 (year)

Appendix A: Teachers' Salaries

		2006-07	2007-08	2008-09	2009-10	2010-11
Step	index	1.0355	1.0355	1.0355	1.036	1.036
1	1	47,746	49,441	51,196	53,039	54,948
2	1.06	50,610	52,407	54,267	56,221	58,245
3	1.12	53,475	55,374	57,339	59,404	61,542
4	1.18	56,339	58,340	60,411	62,585	64,838
5	1.24	59,205	61,306	63,483	65,768	68,136
6	1.3	62,069	64,272	66,554	68,950	71,432
7	1.36	64,934	67,239	69,626	72,133	74,730
8	1.42	67,798	70,205	72,697	75,315	78,026
9	1.48	70,664	73,172	75,770	78,497	81,323
10	1.54	73,529	76,139	78,842	81,680	84,621
11	1.6	76,393	79,105	81,913	84,862	87,917
12	1.66	79,258	82,072	84,985	88,045	91,215
13	1.72	82,122	85,038	88,057	91,227	94,511
14	1.78	84,988	88,005	91,129	94,409	97,808
15	1.84	87,852	90,971	94,200	97,591	101,104

	2006-07	2007-08	2008-09	2009-10	2010-11
Tenure	3,189	3,303	3,420	3,543	3,670
15th Year Increment	2,912	3,015	3,122	3,235	3,351
20th Year Increment	2,385	2,604	2,831	3,068	3,351
25th Year Increment	2,250	2,330	2,413	2,500	2,590
Graduate Credit	130	135	140	145	150
MA Degree	4,322	4,476	4,634	4,801	4,974
Additional Degree	789	789	789	789	789
In-Service Credit	65	68	70	72	75

APPENDIX B:

RNs', Occupational/Physical Therapist Assistants'
Salary Schedule

Steps	2006-07	2007-08	2008-09	2009-10	2010-11
1	35,873	37,146	38,465	39,850	41,285
2	38,099	39,452	40,853	42,324	43,848
3	40,325	41,757	43,239	44,796	46,409
4	42,552	44,063	45,627	47,270	48,972
5	44,778	46,368	48,014	49,743	51,534
6	47,004	48,673	50,401	52,215	54,095
7	49,231	50,979	52,789	54,689	56,658
8	51,457	53,284	55,176	57,162	59,220
9	53,683	55,589	57,562	59,634	61,781
10	55,910	57,895	59,950	62,108	64,344

Longevity Schedule

Years of Service	2006-07	2007-08	2008-09	2009-10	2010-11
10	1,967	2,037	2,109	2,185	2,264
13	2,485	2,573	2,664	2,760	2,859
17	3,003	3,110	3,220	3,336	3,456
credits	65	68	70	72	75

**Licensed Practical Nurses'
Salary Schedule**

	2006-07	2007-08	2008-09	2009-10	2010-11
step	@.8	@.8	@.8	@.8	@.8
1	28,698	29,717	30,772	31,880	33,027
2	30,479	31,561	32,682	33,858	35,077
3	32,260	33,406	34,592	35,837	37,127
4	34,041	35,250	36,501	37,815	39,177
5	35,823	37,094	38,411	39,794	41,226
6	37,604	38,938	40,321	41,772	43,276
7	39,385	40,783	42,231	43,751	45,326
8	41,166	42,627	44,140	45,729	47,376
9	42,947	44,471	46,050	47,708	49,425
10	44,728	46,316	47,960	49,686	51,475

Longevity Schedule

Years	2006-07	2007-08	2008-09	2009-10	2010-11
10	1,574	1,630	1,688	1,749	1,812
13	1,988	2,059	2,132	2,209	2,289
17	2,402	2,487	2,575	2,668	2,764

Salary Appendix- C : Leadership, Activities and Athletics

Leadership Personnel Salaries

The amounts set forth in the columns below are for the 2006-07, 2007-08, 2008-09, 2009-10, 2010-11 school years. In the 2006-07, 2007-08 and 2008-09 school years, each amount shall be increased by 3.55% over the previous year rate. In each of the 2009-10 and 2010-11 years, each amount shall be increased by 3.60% over the previous year.

Leadership Position	2006-07	2007-08	2008-09	2009-10	2010-11
Director of Music	7150	7404	7667	7943	8229
Director of Guidance (K-12)	6185	6405	6632	6871	7118
Chairperson (9-12),	5013	5191	5375	5569	5769
Chairperson (5-8)	3835	3971	4113	4261	4414
Elementary Language Arts Chair	4264	4416	4572	4737	4907
Elementary Social Studies Chair	4264	4416	4572	4737	4907
Elementary Math Chair	4264	4416	4572	4737	4907
Elementary Science Chair	4264	4416	4572	4737	4907
Supervisor of Art K-12	4840	5012	5190	5376	5570
Department Head Foreign Language	3914	4053	4197	4348	4505
Department Head Technology	3087	3196	3310	3429	3552
Department Head Guidance	3599	3727	3859	3998	4142
Department Head Business	3087	3196	3310	3429	3552
Professional Growth Coordinator	3862	4000	4142	4291	4445
Av Coordinator CHS	4330	4484	4643	4810	4983
Av Coordinator GFMS	4330	4484	4643	4810	4983
Av Coordinator KES	3004	3111	3221	3337	3457
Av Coordinator KPS	3004	3111	3221	3337	3457
Av Coordinator MPES	3004	3111	3221	3337	3457
Mentor Coordinator	1788	1852	1918	1987	2058

Note for the position of Elementary Language Arts Chair: The person holding this position will not be responsible for homeroom or administrative duties.

CO-CURRICULAR STIPENDS

Present jobs and new jobs shall have a job description on file in the District Office. If the Chief School Administrator approves the formation of a new activity, the Chief School Administrator and the Carmel Teachers' Association representatives will determine an appropriate salary for the advisor, pending approval by the Board of Education.

The amounts set forth in the columns below are for 2006-2011 school years. In the 2006-07, 2007-08 and 2008-09 school years, each amount shall be increased by 3.55% over the previous year rate. In the 2009-2010 and 2010-2011 school years, each amount shall be 3.6%

Music Activities	2006-07	2007-08	2008-09	2009-10	2010-11
Music Production Workshop - Head. (HS)	5754	5959	6170	6392	6622
Music Production Workshop - Asst. (HS)	4243	4394	4550	4714	4884
30 Singers (HS)	2898	3001	3108	3220	3336
Dance Band (HS)	4243	4394	4550	4714	4884
Percussion Ensemble	2898	3001	3108	3220	3336
Woodwind Ensemble (HS)	2898	3001	3108	3220	3336
Brass Ensemble (HS)	2898	3001	3108	3220	3336
Dance Band (MS)	2898	3001	3108	3220	3336
Select Strings (MS)	2898	3001	3108	3220	3336
Select Strings (HS)	4243	4394	4550	4714	4884
Pep Band	1510	1563	1619	1677	1738
Activities					
Student Activities Treasurer – (HS)	3942	4082	4227	4379	4537
Student Activities Treasurer – (MS)	2588	2680	2775	2875	2978
Mock Trial (HS)	2747	2845	2946	3052	3162
General Organization – (HS)	5754	5959	6170	6392	6622
General Organization – (MS)	4247	4397	4553	4717	4887
Newspaper- (HS)	2898	3001	3108	3220	3336
Newspaper-(MS)	1803	1867	1933	2003	2075
Newspaper-(Elementary)	1430	1481	1533	1589	1646
Yearbook – (HS)	5754	5959	6170	6392	6622
Yearbook – (MS)	2178	2255	2335	2419	2506
Empire – (HS)	2898	3001	3108	3220	3336
Spotlight – (MS)	1430	1481	1533	1589	1646
Jr./Sr. Play-(HS)	2898	3001	3108	3220	3336
Drama Club –(MS)	1510	1563	1619	1677	1738
Set Construction-(HS)	1510	1563	1619	1677	1738
Store Advisor – (MS)	2362	2446	2533	2624	2718
Washington Trip Advisor- 8th Grade	2362	2446	2533	2624	2718
Class Advisor – 9th Grade	1510	1563	1619	1677	1738
Class Advisor - 10 th Grade	1510	1563	1619	1677	1738
Class Advisor - 11th Grade	4247	4397	4553	4717	4887
Class Advisor - 12th Grade	3984	4125	4271	4425	4585
National Honor Society Advisor	5297	5485	5679	5884	6096
Art Club-(HS)	1965	2035	2107	2183	2262
Art Club-(MS)	1510	1563	1619	1677	1738

Activities, cont'd.	2006-07	2007-08	2008-09	2009-10	2010-11
Chess Club-(HS)	2898	3001	3108	3220	3336
Math Club-(HS)	1965	2035	2107	2183	2262
Academic Triathlon-(MS)	1813	1878	1944	2014	2087
Math Counts-(MS)	1813	1878	1944	2014	2087
FBLA-(MS)	2748	2846	2947	3053	3163
FBLA-(HS)	3666	3796	3931	4072	4219
FBLA-(Alt HS)	3115	3225	3340	3460	3585
Photography Club-(HS)	1965	2035	2107	2183	2262
Rock-(HS)	2898	3001	3108	3220	3336
Spanish Club-(HS)	1965	2035	2107	2183	2262
Italian American Club-(HS)	2898	3001	3108	3220	3336
Celtic American Society-(HS)	1965	2035	2107	2183	2262
Computer Club-(HS)	1965	2035	2107	2183	2262
French Club-(HS)	1965	2035	2107	2183	2262
Science Club/Fair-(2 MS)	1874	1941	2010	2082	2157
Science Club-(HS)	1874	1941	2010	2082	2157
Destination Imagination-District	1973	2043	2115	2191	2270
Market Place @ CHS	2362	2446	2533	2624	2718
Human Rights Club-(HS)	2303	2385	2469	2558	2650
Peer Support Group-(HS)	1001	1037	1074	1112	1152
Bus Chaperones - Per Trip	78	80	83	86	89
Chaperones - Per Activity*	93	97	100	104	107

- The CTA agrees to allow the District to bargain this issue with other bargaining units in exchange for an understanding that CTA members who desire to chaperone are to be hired first at CTA contract rates. If no members of the CTA bargaining unit seek the above positions, the District may hire others at rates negotiated with their union.

Activities, cont'd.	2006-07	2007-08	2008-09	2009-10	2010-11
Cheerleading Fall- Varsity	2108	2183	2261	2342	2426
Cheerleading Fall- Junior Varsity	1290	1336	1383	1433	1485
Cheerleading Fall- Freshman	1057	1095	1134	1174	1217
Cheerleading Winter- Varsity	2747	2845	2946	3052	3162
Cheerleading Winter- Jr Varsity	2185	2262	2343	2427	2515
Cheerleading Winter- Freshman	1993	2064	2137	2214	2294
Cheerleading 7th & 8th Grades	2271	2351	2435	2523	2613
Clock Timer Football (per event)	78	80	83	86	89
Clock Timer Basketball (per event)	93	97	100	104	107
Dance Team-(HS)	2185	2262	2343	2427	2515
Dance Team-(MS)	1286	1332	1379	1429	1480
Steppers	1976	2046	2119	2195	2274

Athletic Activities Boys Grade 9-12	2006-07	2007-08	2008-09	2009-10	2010-11
Football - Varsity	6345	6570	6803	7048	7302
Football -Varsity Asst. (3)	4410	4567	4729	4899	5075
Football -JV (2)	4076	4221	4371	4528	4691
Football - Freshman	3687	3818	3954	4096	4244
Basketball - Varsity	5470	5664	5865	6076	6295
Basketball - Jr. Varsity	3990	4131	4278	4432	4592
Basketball - Freshman	3281	3398	3519	3645	3777
Baseball - Varsity	5377	5568	5766	5973	6189
Baseball - Varsity Asst.	4033	4176	4325	4480	4642
Baseball - Jr. Varsity	3687	3818	3954	4096	4244
Baseball - Freshman	3306	3424	3545	3673	3805
Wrestling - Varsity	5377	5568	5766	5973	6189
Wrestling - Jr. Varsity	3687	3818	3954	4096	4244
Track - Spring - Varsity	5377	5568	5766	5973	6189
Track - Spring - Jr. Varsity	3306	3424	3545	3673	3805
Indoor Track - Varsity	3742	3875	4013	4157	4307
Soccer - Varsity	4030	4173	4321	4477	4638
Soccer -Varsity Asst	2908	3011	3118	3230	3346
Soccer - Jr. Varsity	3224	3338	3456	3581	3710
Soccer - Freshman	2821	2921	3025	3133	3246
Ice Hockey-Varsity	4766	4935	5111	5295	5485
Ice Hockey- Varsity Asst	2384	2468	2556	2648	2743
Gymnastics- Varsity	5377	5568	5766	5973	6189
Cross Country - Varsity	3834	3971	4112	4260	4413
Golf - Varsity	3109	3219	3333	3453	3578
Tennis - Varsity	3109	3219	3333	3453	3578
Skiing - Varsity	3109	3219	3333	3453	3578
Bowling	2441	2527	2617	2711	2809
Weight Room Advisor (2)	1104	1143	1184	1226	1270
Athletic Activities Boys Grade 5-8	2006-07	2007-08	2008-09	2009-10	2010-11
Basketball - 7th Grade	2804	2904	3007	3115	3227
Basketball - 8th Grade	2835	2936	3040	3150	3263
Baseball - 7th & 8th Grades	2165	2242	2322	2405	2492
Wrestling - 7th & 8th Grades	2835	2936	3040	3150	3263
Wrestling Asst - 7th & 8th Grades	1882	1948	2017	2090	2165
Track - Grades 6-8	2244	2324	2406	2493	2582
Cross Country - Grades 6-8	2181	2258	2338	2423	2510
Soccer - 7th & 8th Grades	2165	2242	2322	2405	2492
Gymnastics Grades 5-8	2673	2768	2866	2969	3076
Intramural	1104	1143	1184	1226	1270
Ice Hockey- Head	2384	2468	2556	2648	2743
Ice Hockey-Asst	1192	1234	1278	1324	1372

Athletic Activities: Girls Grade 9-12	2006-07	2007-08	2008-09	2009-10	2010-11
Field Hockey - Varsity	4260	4411	4568	4732	4903
Field Hockey - Jr. Varsity	2994	3100	3210	3326	3445
Field Hockey - 9th Grade	2458	2546	2636	2731	2829
Gymnastics Grades 9-12	5190	5374	5565	5765	5973
Basketball - Varsity	5470	5664	5865	6076	6295
Basketball - Jr. Varsity	3990	4131	4278	4432	4592
Basketball - Freshman	3281	3398	3519	3645	3777
Softball - Varsity	5377	5568	5766	5973	6189
Softball - Jr. Varsity	3687	3818	3954	4096	4244
Softball - Freshman	3307	3425	3546	3674	3806
Track & Field Grades 9-12	5377	5568	5766	5973	6189
Indoor Track Grades 9-12	3742	3875	4013	4157	4307
Cross Country Grades 9-12	3834	3971	4112	4260	4413
Track - Spring - Junior Varsity	3306	3424	3545	3673	3805
Volleyball - Coed	563	583	604	626	648
Volleyball - Varsity 9-12	3771	3905	4044	4189	4340
Volleyball - Jr. Varsity 9-12	2885	2987	3093	3205	3320
Volleyball - Freshman	2556	2646	2740	2839	2941
Soccer - Varsity	4030	4173	4321	4477	4638
Soccer - Jr. Varsity	3224	3338	3456	3581	3710
Skiing - Gr. 9-12	3109	3219	3333	3453	3578
Tennis	3109	3219	3333	3453	3578
Athletic Activities Girls Grade 5-8	2006-07	2007-08	2008-09	2009-10	2010-11
Field Hockey - 7 th & 8 th Grades	2225	2304	2386	2472	2561
Gymnastics	1803	1867	1933	2003	2075
Basketball - 7 th & 8 th Grades	2835	2936	3040	3150	3263
Softball - 7 th & 8 th Grades	2181	2258	2338	2423	2510
Track & Field - Grades 6-8	2181	2258	2338	2432	2510
Cross Country - Grades 6-8	2181	2258	2338	2423	2510
Tennis - 7 th & 8 th Grades	1014	1050	1087	1126	1167
Soccer - 7 th & 8 th Grades	2225	2304	2386	2472	2561
Volleyball-7 th & 8 th Grade	2181	2258	2338	2423	2510
Intramural	1104	1143	1184	1226	1270

Coaches will advance in salary on the following basis:

At the start of their sixth year (*in a specific sport*) Base salary x (1.10)

At the start of their eleventh year Base salary x (1.15)

Service need not be contiguous. Any level of the sport will count towards years of service.

Appendix D: Leadership Personnel

Appointments to leadership positions will follow *Coates vs. Ambach*, Matter of Farrand, 13Educ. Dept. Rep. 72 (1973) which establishes an administrative tenure area if more than 50 percent of the time assigned is devoted to different duties. All non-probationary positions (leadership) will be appointed on an annual basis.

A. Heads of Departments: *(Four or more teachers constitute a department)*

1. Secondary and district responsibilities:

- (a) Explore new ideas and teaching methods that have proved successful.
- (b) Check on progress of students in his/her department. Try to prevent problems before they arise.
- (c) Prepare budget of the department for review with principal(s).
- (d) Coordinate subject matter of the department and establish goals.
- (e) Approve expenditures of the department.
- (f) Help with development of the master schedule.
- (g) Recommend the necessity of new personnel, equipment, activities, etc.
- (h) Coordinate field trips.
- (i) Department meetings are not to exceed more than one per month and will not exceed more than two hours after the close of the normal school day.
- (j) Sponsor department activities to promote interest and stimulate students.
- (k) Assist in the orientation of new teachers in department.
- (l) Help develop specific responsibilities for department.
- (m) In certain special areas, interview and recommend teachers to be employed.
- (n) Recommend teachers for tenure.
- (o) Observe non-tenured teachers within the department for the purpose of providing instructional support.
- (p) Compose schedule of department members after consultation with teachers and recommend who is to teach what.
- (q) Report cards:
 - (1) Explain determination of yearly final average.
 - (2) Advise staff members that they are to record half-year terminal courses, or final exams at mid-year as final, by indicating credit earned.
- (r) Are responsible for seeing that all textbooks are properly marked and accounted for.
- (s) Department Heads:
 - (1) Who have the responsibility for supervision of ten or more teachers, or being a district department head, shall have a teaching load of two (2) periods per day, or ten (10) per week.
 - (2) Who are not in above category, shall have a teaching load maximum for four (4) periods per day.
 - (3) Heads of Departments and special subject areas shall meet with the administrators in the elementary schools to establish a yearly master schedule.
 - (4) Anything to the contrary in the preceding paragraph notwithstanding, the department heads in the subject areas of Business, Foreign Languages and Technology shall have a teaching load of four periods per day; Department Heads in the subject areas of English, Mathematics, Science and Social Studies shall have a teaching load of

three periods per day; District Department Heads in the subject areas of Art, Music and Physical Education shall have a teaching load of two periods per day.

- (t) Department Chairs will attend one day of the New Teacher Orientation Program.

2. Middle School Department Chairpersons

Those appointed will continue to function as members of a teacher-team. The chairpersons will be responsible for teaching five (5) classes per day (*three academic classes and two independent study periods.*) The release time will enable the chairpersons to function in a leadership capacity. A job description will be on file in the District Office. Such job description shall be formulated by the committee composed of Middle School department heads, CTA representative, Middle School administrators and the Superintendent of Schools.

B. Other Leadership Personnel: Elementary School Department Chairpersons, Professional Growth Coordinator.

1. Elementary School Department Chairpersons

- (a) Basic Assignment - Those appointed will continue to function as elementary school classroom teachers.
- (b) Responsibilities
- (1) Serve as a member of Curriculum Council (*1 meeting/month.*)
 - (2) Serve as a member of Elementary Council (*1 meeting/month outside of school hours.*)
 - (3) Review periodically the curriculum in the subject area of responsibility with other elementary school teachers and with the Elementary Council.
 - (4) Recommend to the appropriate administrators any necessary curricular revisions, workshops, and/or in-service courses in the subject area of responsibility.
 - (5) Supervise pilot projects in the subject area of responsibility in cooperation with the principals and the Assistant Superintendent for Instruction.
 - (6) Preview and recommend appropriate texts and/or new materials to meet curricular needs in the subject area of responsibility.
 - (7) Coordinate the curriculum with the Middle School department chairperson.
 - (8) Attend workshops and/or conferences which might assist in curriculum development or revision.
 - (9) Develop any needed cost analyses for new programs, workshops and/or in-service courses.
 - (10) Assist with the orientation of new staff and meet periodically, as needed, with probationary teachers to assist them in developing plans and materials for teaching in the subject area of responsibility.
 - (11) Work with the teaching assistant in the Instructional Support Center to assure the development of necessary materials in the subject area of responsibility.
 - (12) Provide materials and/or articles for teachers through Instructional Support Center.
- (c) Additional Responsibilities - Elementary Mathematics Chairperson
- (1) Supervise and, when necessary, suggest in-service training for the mathematics teaching assistants.

- (2) In cooperation with the principals, supervise the operation of the math labs. (*Released time will be provided as agreed on with the principals and with the Assistant Superintendent for Instruction for any essential meetings.*)
- (d) Additional Responsibilities - Elementary Science Chairperson
 - (1) Schedule the circulation of science kits.
 - (2) Supervise the work of the teaching assistant(s) to purchase materials and refurbish science kits.
- (e) Released Time: Released time will be provided for conferences, visitations and/or in-district special meetings, these days to be scheduled annually by agreement of the chairpersons and the elementary principal. If the person involved believes that the amount of time is insufficient, the person involved may request additional time from the Assistant Superintendent for Instruction. Such requests will not be unreasonably denied. In addition, the chairpersons will be released from classroom responsibilities in order to attend District Curriculum Council meetings and will be released from indoor recess responsibilities.

2. Professional Growth Coordinator

- (a) Basic Assignment- In grades 5-8 the teaching responsibility of the Professional Growth Coordinator will be five periods/day with no additional duty. At the elementary level the Professional Growth Coordinator will continue to function as an elementary school classroom teacher. Release time in the form of 1/2 days will be provided annually by agreement of the coordinator and the elementary principal. If the person involved believes that the amount of time is insufficient, the person involved may request additional time from the Assistant Superintendent for Instruction. Such requests will not be unreasonably denied. In addition, the coordinator will be released from classroom responsibilities in order to attend District Curriculum Council meetings and will be released from indoor recess responsibilities.
- (b) Responsibilities
 - (1) Serve as a member of Curriculum Council (*1 meeting/month*)
 - (2) Chair Professional Growth Committee meetings
 - (3) Supervise the professional growth program offerings: in-service courses and professional seminar days.
 - (4) Work with the C.T.A. and/or District administration as requested to develop programs for Superintendent's Conference Days.
 - (5) Work with department heads to develop in-service courses appropriate to meet new curricular mandates.
 - (6) Attend workshops and/or conferences as approved by the Assistant Superintendent for Instruction.
 - (7) Prepare and supervise the annual professional growth budget.
 - (8) Maintain a file of resource people (*in and out of District*).
 - (9) Supervise the reporting of in-service credits earned by district faculty members to the appropriate person in the District Office.

C. Director of Guidance K-12

1. General Description: The Director of Guidance has the responsibility for the planning, implementation and supervision of services included in the District guidance plan. The position requires certification as a guidance counselor and supervisory certification. These functions are performed in cooperation with the building administrators. The Director reports to the Assistant Superintendent for Instruction.

2. Areas of Responsibility:

(a) District Level:

- (1) Review and update on an annual basis, the District's guidance plan as required by regulation.
- (2) Recommend to building and district administrators any changes needed in the District's guidance programs.
- (3) Prepare and disseminate information about the District's guidance program to staff and community.
- (4) Coordinate with building administrators to recommend that appropriate programs and services are provided to implement the District's guidance plan.
- (5) Prepare a District guidance budget for submission to the Assistant Superintendent for Instruction.
- (6) Review and sign purchase orders for the department.
- (7) Maintain current knowledge of SED regulations and initiatives in order to advise the District.
- (8) Assist in the preparation of reports on the results of State tests.
- (9) Assist in the preparation of reports related to the department as required by the SED.
- (10) Assure the proper maintenance and orderly transfer of student records.
- (11) Participate in the selection and hiring of guidance personnel.
- (12) Participate in the evaluation of guidance personnel.
- (13) Coordinate the planning and provision of services for at-risk students (*e.g. children from broken homes, children of alcoholics etc.*).
- (14) Coordinate the planning and provision of support services to families (*e.g. STEP*).

(b) High School:

- (1) Maintain a counseling case load of 60 students.
- (2) Coordinate the placement of students in appropriate programs including BOCES occupational/technical, and alternate programs (*not special education*).
- (3) Supervise the day-to-day operation of the H. S. guidance department.
- (4) Coordinate the administration and interpretation of vocational and aptitude testing.
- (5) Organize and coordinate meetings and programs to provide orientation and information about high school, career and college programs.
- (6) Supervise the student scheduling process.
- (7) Supervise the monitoring of the status of students' credits earned and requirements met toward graduation.

(c) Middle School:

- (1) Assist the building administrators in the orientation of students moving from elementary to middle school or to the high school.
- (2) Oversee the provision of middle school guidance services.

(d) Elementary School: Assist building administrators in the utilization of building staff to provide appropriate services for at-risk students.

D. General Work Experience Coordinator

The General Work Experience Coordinator reports to the principal or his/her designee and has the responsibility to provide for the integration of school and job related skills for students interested in the world of work.

1. Time commitment: Up to two periods per day and other time when mutually agreed upon.
2. Duties
 - (a) Recruitment and selection of candidates for the program.
 - (b) Monitoring student attendance and progress at the job site.
 - (c) Report students' progress to appropriate school personnel and to parents or guardians.
 - (d) Maintain all records necessary for granting school credit.
 - (e) Select and establish local work sites with employers
 - (f) Monitor all off-school sites and employment centers, making certain all standards and regulations governing student participation are satisfied.
 - (g) Others as may be assigned by the high school principal after consultation with the coordinator.

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