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Agreement Between
The Superintendent of the
Carthage Central School District
and the
Carthage Teachers' Association

July 1, 2007 - June 30, 2011

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

295
Members

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ARTICLE I
PREAMBLE

The Board of Education of Carthage Central School District representing the interests of the people as prescribed by the tenets, tacit and written, of representative democracy and the Carthage Teachers' Association, NYSUT Affiliate, representing the interests of certified professional employees of said District, do jointly agree in the following beliefs as the preamble to a contractual agreement.

We shall strive together for the highest quality of education consistent with our community, state, and national resources for all children.

We recognize the education field as a professional one. We shall strive for the highest educational standards in the areas of teaching certification and professional freedom for the individual educator.

We shall strive to maintain compromise in terms of human relationships in all areas of school policy. We recognize the economic responsibilities of our undertakings never forgetting the greater responsibility of education for the masses.

In view of the above the following has been agreed upon:

ARTICLE II
RECOGNITION

The Carthage Central School Board of Education, having determined the Carthage Teachers' Association as sole negotiating and bargaining agent for all certified employees: teachers, guidance counselors, psychologists, social workers, registered nurses and teaching assistants of the said School District, with the exception of the central office administrators, principals, assistant principals, and directors, does hereby enter this agreement. The Board agrees not to negotiate with any other party regarding this agreement for the duration of this contract.

ARTICLE III
DEFINITION

1. In this Agreement, the Board of Education shall hereinafter be known as the Board.
2. In this Agreement, the Carthage Teachers' Association shall hereinafter be known as the CTA.
3. In this Agreement, the Chief School Officer shall hereinafter be known as the CSO.

ARTICLE IV NEGOTIATION PROCEDURES

Section 1.0 Negotiation Teams

- 1.1 The CSO or designated representative of the CSO will meet with representatives designated by the CTA for the purpose of discussing and reaching mutually satisfactory agreements.
- 1.2 Neither party in any negotiations shall have any control over the selection of the negotiating team or negotiating 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 compromise in the course of negotiations.

Section 2.0 Opening Negotiation

- 2.1 Upon a request of either party to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following the request. Such negotiations will be governed by the provisions of the Taylor Law.

Section 3.0 Negotiation Procedures

- 3.1 Designated representatives of the CSO shall meet at mutually agreed upon places and times with representatives of the CTA for the purpose of effecting a free exchange of facts, opinions, proposals, and counter proposals in an effort to reach mutual understandings and agreement. At the first negotiating session, procedures for bargaining the successor agreement shall be established which are mutually agreeable. The first order of business for the second session shall be the mutual exchange of formal written proposals. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, such additional meetings shall be held as the parties may require to reach an understanding or until an impasse is reached. Meetings shall not exceed four hours, unless an extension of time is mutually agreed upon. Meetings shall be held at a time other than the regular school day.
- 3.2 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. If either the CSO or the CTA invites an outside consultant to attend a negotiating meeting, advance notice will be given the other party.

It is further agreed that in bargaining for a successor agreement, the Board will either authorize a representative to negotiate on behalf of the District and to reach and sign agreements binding on the District.

Section 4.0 Board Obligation

- 4.1 Except as expressly limited by provisions of this agreement, the authority rights, and responsibilities delegated, under law, to this Board, are retained by said Board; and the Board may do all else the law may dictate, require, or permit this Board in the discharge of its duties to provide public education within this public school district.

ARTICLE V BUILDING AND DISTRICT WIDE COMMITTEES

Section 1.0 Building Advisory Committees

The District and the CTA agree to the establishment of Building Advisory Committees in each of the instructional buildings in the district. Such committees are established to make recommendations to the building principal based upon consensus in mutual areas of concern. Instructional issues will be handled by the shared decision making team.

- 1.1 The Building Advisory Committee is an advisory committee to the building principal and is not designed to function as a shared decision making body.
- 1.2 Committees will be established yearly by September 15th and the membership will be posted, with a copy being sent the CSO and the CTA President at least one week prior to its first meeting.
- 1.3 The CSO and the CTA President shall agree upon the Building Advisory Committee's composition, procedure for selection, and length of term of committee members.
- 1.4 Each committee will have one CTA Building Representative as part of its membership, either through election or appointment.
- 1.5 The Building Administrators shall serve as voting members of the committee.
- 1.6 Committees will meet on a regular monthly basis.
- 1.7 Committees will select a chairman and recorder.
- 1.8 Agendas for the meetings will be jointly established by parties one week prior to the meeting.
- 1.9 Minutes of the meetings will be kept and posted in all faculty rooms. Copies will be sent to all parties involved as well as the CSO and CTA President.
- 1.10 Ground rules, as well as a code of conduct, will be established by each committee addressing the issues of confidentiality, problem-solving model, consensus approval, punctuality, attendance, and professionalism. Such rules and codes will be forwarded to all members, with copies to the CSO and CTA

President.

- 1.11 All recommendations coming from the committee will be presented to the Building Principal in written form, where applicable, following a committee meeting where such recommendations are made.
- 1.12 The building principal shall report back to the full committee at the next regularly scheduled meeting, as to his determinations and/ or progress on such recommendations.
- 1.13 Should the Committee determine, by consensus, that such report does not address the identified needs of the committee, it may refer such issue to the CSO and the CTA.
- 1.14 This process may be reviewed by the CTA and the CSA. It may be amended by mutual agreement of both parties.

Section 2.0 Faculty/Administration Liaison Committee

This team shall meet on a monthly basis to reaffirm a consistent and ongoing level of communication between the District and the CTA. The Faculty/Administration Liaison Committee will be comprised of: the Superintendent, four administrators appointed by the Superintendent, the CTA President and four CTA members appointed by the CTA President.

The agenda for the meetings will be prepared jointly by the Superintendent and the CTA President one week prior to the scheduled meeting. Minutes will be taken and distributed to each member for final approval. Decisions of the Faculty/Administration Liaison Committee shall be made by consensus

ARTICLE VI PROFESSIONAL DEVELOPMENT, EDUCATIONAL IMPROVEMENT AND ACADEMIC FREEDOM

Section 1.0 The CTA recognizes the responsibility of its membership to support the District's goals and priorities. Additionally, the CTA recognizes the importance of staff development as it pertains to continuous improvement of the teaching/learning process and the main vehicle for promotion of District initiatives. Teachers will be expected to participate in staff development activities as required by the Superintendent or his designee'.

- 1.1 The CTA and the CCSD agree to form an equal representation committee for the purpose of studying the feasibility of a Professional Growth Plan. When both parties are in agreement, the PGP will be implemented in year 2 of the contract.

Section 2.0 Use of Superintendent's Days

- 2.1 The CTA will be involved in the joint planning of at least one Superintendent's Day during each school year. A plan for the cooperative planning of at least one

Superintendent's Day shall be developed through the District Planning Team and/or the Professional Development Committee.

- 2.2 A proposal for the use of other Superintendent's days may be submitted to the CSO by the CTA President directly. Submitted proposals for other than the day defined in 2.1, shall meet the following criteria:
 - 2.2.1 Submitted proposals shall clearly indicate the educational purpose and tentative topics of said conference and shall be submitted at least 90 days (may be waived at the discretion of the CSO) prior to the proposed conference day.
 - 2.2.2 Proposals shall be of such merit that they offer a clearly discernible expectation for improving instruction and enhancing the abilities of the staff to meet the needs of the students of the Carthage Central School District.
 - 2.2.3 It is important that any such proposals have the acceptance of both the CTA and the administration. However, the final scheduling of these conference days and the topics to be covered shall be at the discretion of the CSO and subject to the final approval of the State Education Department as is required by SED Law. It is further mandatory that both parties, after mutually agreeing to the propriety of a particular educational conference, shall share the responsibility for community public relations.
- 2.3 The calling of a Superintendent's day shall be approved by the CSO.

Section 3.0 Expenses of Professional Workshops and Conferences

- 3.1 The school district shall pay the reasonable expenses (including fees, meals, lodging, transportation, and /or registration fees) incurred by CTA members in attending approved workshops, seminars, conferences, and other professional improvement sessions where attendance can be expected to improve the individuals' abilities to perform the duties for which they are hired.

A single room shall be provided, if requested, and mileage shall be paid at the current IRS rate per mile. A stipend of twenty dollars per hour shall be paid on Saturdays, Sundays, holidays, and vacation days for actual conference, workshops and/or meetings with prior approval of the District. The District may require written proof of such workshops. The CTA and the District will review the stipend yearly. Changes in the stipend may be made by mutual agreement.
- 3.2 Supervisors of student teachers shall be allowed to attend workshops and conferences which pertain to their responsibilities (as master teachers) with expenses paid for same.
- 3.3 Both elementary and secondary teachers shall be encouraged to attend conferences. An equal opportunity shall be provided.

- 3.4 The Board of Education shall provide an annual budget for conferences. The CSO will make final approval within the confines of the budget.
- 3.5 Where the likelihood exists that requests may exceed money budgeted, the CSO may give preference to applications in areas being given a priority by the district at the time of the request.
- 3.6 The annual budget will reflect adequate money to fund the above activities. If at any time a contingency budget is adopted, the provision of funds under this article will be left to the CSO's discretion.

Section 4.0 Observation Leave

- 4.1 Twenty percent of the teaching staff will be entitled to one day leave with pay for the purpose of visiting and observing other schools and classes. Teachers will submit an application at least two weeks prior to visit, stating the reason for the visit and submit a written report to the principal not later than one week after returning. Mileage and other expenses incurred will be the teacher's obligation. If at any time a contingency budget is adopted, the provision of funds under this article will be left to the CSO's discretion.
- 4.2 Observation leave does not apply to Registered Nurses or Certified Teaching Assistants.

Section 5.0 Quality Education Through Adequate Staffing

- 5.1 When, in the Board's discretion, it becomes necessary to reduce staff, the Board will notify the CTA within a reasonable time under the given circumstances. The CTA shall be afforded an opportunity to make appropriate recommendations regarding staff reductions concerning positions within the negotiating unit which it represents. The CTA President and up to three other members may make these recommendations in writing and may present such recommendations in an executive session with the board. The recommendations of the CTA shall become part of the public record of the Board. An employee whose services are terminated as a result of a capricious staff reduction may avail himself/herself of the grievance procedure with respect to the alleged capricious action within fifteen days after receipt of a registered mail notice of termination.

ARTICLE VII ASSOCIATION BENEFITS

Section 1.0 Association Days

- 1.1 The CTA shall be allotted 10 days leave for Association related business. These days shall be used within the compliance of the Taylor Law.
- 1.2 The CTA agrees to the concept of Presidential Released Time within the District as follows:

The CTA and the CSO agree that:

- 1.2.1 The CTA President, Vice-President, and Elementary/Secondary Liaison person shall be the only parties eligible to use this leave.
 - 1.2.2 Up to twenty (20) half days of released time will be allowed in any one school year.
 - 1.2.3 Days must be approved by the CTA President in advance and should be scheduled to avoid repetition of same day and time.
 - 1.2.4 At least 24 hours notice must be given to the building principal and CSO's office, when these days are used. This may be waived in case of an emergency.
 - 1.2.5 The District will try to obtain the same substitute for the absent party in order to provide for continuity. This will be a goal and not a requirement.
 - 1.2.6 The CTA will repay the district at the end of the school year for total cost of substitutes used for presidential release time.
 - 1.2.7 Either party can ask for a review of this clause if in either party's judgment the intent of the clause is not being adhered to.
- 1.3 The CTA President shall be offered a schedule equivalent to that of a Curriculum Coordinator subject to the following provisions:
 - 1.3.1 That the President's teaching responsibilities are those which lend themselves to this type of schedule (i.e. secondary, etc.)
 - 1.3.2 That the offer of such a schedule does not prove dysfunctional to the scheduling of classes in his/her curricular area or building.
 - 1.3.3 That should the President leave their building during the school day for CTA Business, he/she shall notify the Building Administrator as to their whereabouts prior to their departure.

1.3.4 That this benefit may not be reassigned or transferred without the specific authorization of the CSO and the Building Administrator of the party being assigned this benefit.

1.3.5 The CTA President shall be excluded from extra-duty assignments.

Section 2.0 Agency Fee

2.1 Effective July 1, 1983, the Carthage Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the CTA the amount equivalent to the dues levied by the CTA and shall transmit the sum so deducted to the CTA in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

2.2 The CTA affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect as long as the CTA maintains such procedure.

2.3 The agency shop fee deduction shall be made following the same procedures as are applicable for dues check-off, except as otherwise mandated by law or this agreement.

ARTICLE VIII TEACHER EVALUATION - PERSONNEL FILES

Section 1.0 Evaluation

1.1 Fair, equitable, and standardized evaluation procedures are both desirable and necessary. Those procedures (see contract Addendum) jointly arrived at shall be adhered to. It is advantageous that these procedures be reviewed periodically by a joint committee and, where applicable, revised. Such revision may be effectuated by mutual written agreement of the CSO and CTA President. The TIP (Teacher Improvement Plan) will be an addendum of the APPR.

1.2 Observation of the work performance of a staff member will be conducted openly with the full knowledge of the staff member.

1.3 No report shall be submitted to the Central Administration, placed in a teacher's file, or otherwise acted upon without a prior conference with the teacher.

1.4 A comprehensive teacher evaluation must take cognizance of the inherent variable nature of class composition. It is acknowledged, for example, that a high incidence of exceptional children in any one classroom setting may, in point of fact, create unusual problems that must be weighed in any evaluation.

1.5 Teachers may choose to use a Peer Evaluation Format, which may be substituted for a formal evaluation during any school year.

- 1.5.1 Non-tenured teachers may only substitute one Peer Evaluation during any school year. The others must be of the traditional type.
- 1.5.2 The option of choosing a Peer Evaluation must be acceptable to all parties involved (both teachers and the administrator responsible for the evaluation)
- 1.5.3 Form and format of the final evaluation will be the choice of the evaluators, with approval of the administrator.
- 1.5.4 Administrators shall be responsible for making the arrangements to schedule the evaluations.
- 1.6 Nurses will be evaluated on a yearly basis. All evaluations will be with the full knowledge of the nurse, with the nurse receiving copies of all evaluations. All evaluations will be followed with a conference with the evaluator.
- 1.7 Certified Teaching Assistants will be evaluated once each year. All evaluations will be with the full knowledge of the teaching assistant, with the teaching assistant receiving copies of all evaluations. All evaluations will be followed with a conference with the evaluator.

Section 2.0 Personnel Files

- 2.1 The District shall maintain one official personnel file for every member of the bargaining unit.
- 2.2 Staff members shall have the right, upon advance request, to review the contents of their personnel file in the District Office at a time mutually agreeable to both parties. A representative of the CTA may, at the staff member's request, accompany the teacher in this review. As an alternative, the teacher may give written authorization to a delegate to review and/or copy the file.
 - 2.2.1 The review shall be made in the presence of the CSO or appropriate delegate. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at time of employment.
 - 2.2.2 A staff member shall have the right to attach a signed rebuttal to any material which is considered detrimental or derogatory.
- 2.3 Staff members may upon request receive copies of any material in their files upon payment of a reasonable fee therefore, if such fee is requested. This right does not include the privilege of copying pre-employment confidential references.
- 2.4 No material in a staff member's file will be released to other than supervisory district personnel or the Board without the staff member's express permission. This is not intended to limit candid references requested of the District, the release of public records, or information which is the subject of litigation or

administrative procedures.

- 2.5 No material derogatory to a staff member's character, performance, or reputation may be placed in his file unless the staff member has been given the opportunity to examine the material. When the teacher has been given the opportunity to examine the material, he must indicate this by affixing his signature thereto. This signature does not in any way indicate agreement with the contents.
- 2.6 Material that is inaccurate, inappropriate, misleading, or unjust shall be removed from the file.
- 2.7.1 Only material in the official personnel file may be used by the District in any action that could have any negative consequences for the teacher.

ARTICLE IX DISMISSAL

Section 1.0 Dismissal of Probationary Teachers

- 1.1 Probationary bargaining unit members will be advised by a District Administrator of performance standards to be met in classroom performance and other assigned duties.
- 1.2 The probationary bargaining unit member will be notified in writing of failure to meet District performance standards regarding classroom performance or other assigned duties. The CTA President will be notified of the names of employees so notified.
- 1.3 The District will make suggestions for improvement in writing to the probationary bargaining unit member in the noted deficient areas.
- 1.4 The District will give the probationary bargaining unit member time to address the deficiencies and show improvement. If deficiencies continue, or improvement is not satisfactory, the District may terminate the probationary bargaining unit member.
- 1.5 It is understood that particular instances or occurrences regarding a probationary bargaining unit member's performance or actions may be of such a serious nature that the District may dismiss the probationary bargaining unit member without regard to paragraphs 1.1-1.4, above.

Section 2.0 Nurses Probation

- 2.1 Upon hire, a nurse will serve one year probationary period where just cause will not apply. The nurses will have procedural due process under the contract to protect their contractual rights. After the one year probationary period, just cause will apply.

Section 3.0 Alternative 3020-a Procedure

- 3.1 A tenured employee against whom charges have been filed pursuant to Section 3020-a of the Education Law may waive his or her rights to a 3020-a procedural hearing and choose instead a hearing in accordance with American Arbitration Association Labor Arbitration Rules as modified below. Once a choice of forum is made, the affected employee waives all rights to proceed in any other forum.
 - 3.1.1 The employee so charged shall notify the Superintendent in writing within ten (10) calendar days of receipt of the charges, of his/her intent to:
 - a. Waive his/her right to a 3020-a hearing and all provisions of Section 3020-a and Part 82 of the Regulations of the Commissioner of Education, and request a hearing under this section of the contract with the burden of proof of just cause placed upon the District; or
 - b. Retain all rights and privileges under 3020-a and Part 82 of the Commissioner's Regulations and request a hearing under those procedures;
 - c. Agree with the charges as written by the District and agree to accept the discipline proposed by the District.
 - 3.1.2 If the employee fails, within ten (10) days to submit his/her election in writing, of one of the three choices listed above, such failure shall be construed as acceptance of the charges and penalty set out by the District. The employee shall thereby waive any right to, and shall be barred from, pursuing the matter in any legal, administrative, or contractual forum.
- 3.2 The procedure for hearings under the American Arbitration Association Rules shall be as follows:
 - 3.2.1 The parties shall proceed directly to a hearing before an arbitrator. The parties shall present their evidence and testimony at this hearing. All testimony will be under oath.
 - 3.2.2 The arbitrator shall be mutually selected from a list submitted by the American Arbitration Association, and shall hold a hearing within thirty (30) days of appointment.
 - 3.2.3 The District and the employee may each choose to be represented by one (1) advocate.
 - 3.2.4 The arbitrator shall submit an award, accompanied by an opinion setting forth factual and legal determinations, within thirty (30) calendar days after the record of the hearing is closed.
 - 3.2.5 The findings and penalties arrived at by the arbitrator shall be final and binding on all parties, and no review of the arbitrator's decision will be

undertaken, except as provided in Article 75 of the Civil Practice Law and Rules.

The decision of the arbitrator shall be implemented immediately by the District, and should an Article 75 proceeding be commenced, neither party shall seek a stay of such implementation pending the decision of the Article 75 proceeding.

- 3.2.6 The cost of the arbitrator and American Arbitration Association fees shall be paid by the District.
- 3.3 The charged employee may be suspended without pay and benefits until completion of the proceedings for the following reasons:
 - 3.3.1 Where the teacher faces charges for lack of certification;
 - 3.3.2 If the employee is awarded back pay, the employee's back pay shall be reduced by the income the employee earned in another job during the time of suspension. Such reduction shall apply to income earned only during the time the teacher would normally be in his/her job with the school district. The employee will be required to provide substantiation for any earnings or lack of earnings before back pay will be awarded.
- 3.4 The provisions of this Article shall not be subject to the grievance procedure contained in this contract, except where a claim is made that the District has violated the procedural aspects of this article.

ARTICLE X ASSIGNMENT NOTICES, TRANSFERS, AND PROCEDURES

Section 1.0 Assignment Notices

- 1.1 When an instructional or supervisory vacancy occurs, the district shall post a notice of said vacancy in every instructional building for a period of at least five working days.

Section 2.0 Transfers

- 2.1 A transfer is a change in assignment from one building to another. Transfers can be voluntary and involuntary. An assignment is the particular position a teacher has in a building. For example: a teacher is assigned to second grade in an elementary school. Building administrators can make changes in assignments within a building. Changes in assignments are made with educational/student/pedagogical rationale in mind. When there is no pedagogical rationale for a change and other factors are equal, then assignments are made based upon seniority.

2.2 Voluntary Transfer

Teachers who are interested in transferring to a different building should communicate this intention in writing to the CSO by April 1st for consideration the following September. Seniority will be given consideration in making voluntary transfers, but does not guarantee selection.

2.3 New hires will be assigned whatever positions remain after the voluntary transfer process is completed by those already employed by the District.

2.4 Applicants may withdraw a prior application to apply for a late opening position.

2.5 Job assignments for the following September must be made by June 1 of each year.

2.6 Involuntary Transfer

If a building needs to reduce the number of teachers in a given tenure area, the least senior in the tenure area in the building would be transferred. This action assumes there is no pedagogical rationale for a different option.

2.6.1 All transfers that are not voluntary are involuntary transfers.

2.6.2 People who are to be transferred involuntarily will be contacted by the Assistant Superintendent for Curriculum and Instruction, who will discuss with them the rationale for their transfers.

2.6.3 A person whose position is eliminated will be given an available other opening in the District.

2.6.4 Transferees may appeal the proposed involuntary transfer to the CSO.

2.6.5 The CSO's decision shall be grievable.

2.6.6 Transferees shall have the option of applying for one of the posted open positions.

2.6.7 Involuntary transfer assignments must be completed before June 1 for the following September.

Section 3.0 Promotions

3.1 Formal notice of openings for professional non-teaching positions or for positions offering extra pay shall be posted on officially designated bulletin boards district-wide. A copy of such posting shall be given to the CTA President.

3.2 All qualified CTA bargaining unit members shall be given adequate opportunity to make application for such positions. If in the determination of the CSO the overall qualifications of the applicants are substantially equal, preference shall be given to qualified CTA bargaining unit members employed by the Board.

**ARTICLE XI
TEACHER PROTECTION AND STUDENT DISCIPLINE**

Section 1.0 Discipline Policy

- 1.1 The Board will maintain the Code of Conduct policy developed by the District Planning Team stating teachers' rights, protection, and establishing a disciplinary policy in relation to student discipline.

**ARTICLE XII
SCHOOL YEAR SCHEDULE**

Section 1.0 Teacher Load for Last Week of School

- 1.1 During the last weeks of the students' instructional calendar, the District shall schedule, as provided below, three shortened days for K-5 teachers for the specific purpose of record keeping, parent conferencing, grading and other assigned tasks. A "shortened day" is defined as being at least 2.5 hours shorter than the student day.
- 1.2 Specific scheduling arrangements for the aforementioned days shall comply with State Education Department and Commissioner's regulations and guidelines as well as Education Law. In the event the scheduling of the three shortened days jeopardizes State Aid funding, this provision shall be deemed null and void.
- 1.3 The aforementioned three shortened days shall be in addition to the District scheduling for the final day of student attendance.

Section 2.0 School Calendar

- 2.1 Carthage Central School shall follow a calendar that maximizes State Aid provided for student attendance.
- 2.2 The CSO will seek CTA input in the development of the instructional calendar.
- 2.3 The CSO will also seek the input of the CTA regarding the utilization of unused emergency days.
- 2.4 The work year for CTA members (except RN's) will be 181 + 2 days. Beginning the 2007-2008 school year, it is agreed that the two additional instructional days will be added to the instructional calendar in the following manner: one additional instructional day in the fall semester and one additional instructional day in the spring semester. The exact dates of these additional instructional days shall be mutually agreed upon by the District and the CTA. In sum, the CTA work year will be a maximum of 183 days total.
- 2.5 The school work day for all full-time CTA members that are employed by the District shall be seven hours and thirty minutes beginning no earlier than 7:15 a.m. and ending no later than 3:30 for all CTA members.

Section 3.0 Elementary Special Area Teachers (Physical Education, Music, Library, Art)

- 3.1 Special area elementary teachers shall have the same amount of planning time as the average teacher in the building has during the instructional day.
- 3.2 In addition to the planning periods allowed in 3.1 above, librarians shall be afforded additional time without planned classes to allow them to attend to necessary library duties. This time shall be provided through the joint cooperation of the librarian and the building administrator.
- 3.3 Any special area teacher whose schedule allows for additional planning time above that stated in the contract, shall be expected to fill alternate teaching positions only in emergencies. No teacher may refuse an emergency assignment. However, if a teacher feels an emergency did not exist or the assignment was unfair, that teacher may institute a grievance.)
- 3.4 Administrators shall make every effort to secure qualified substitutes as opposed to utilizing special area teachers in the substitute teacher capacity.

Section 4.0 Planning Time

- 4.1 Further, it is of merit that two planning time periods shall be scheduled each school day for each elementary teacher. It is the goal of the District to provide two daily planning periods for elementary teachers. Each planning period shall be no less than thirty minutes.
- 4.2 Where applicable, when students leave the school for religious education release time, the remaining students will be grouped so as to give preparation time to teachers. A schedule will be put up in each building to provide equitable instructional and planning time for all teachers on a rotation basis.

Section 5.0 Extra Duties

- 5.1 Participation in extra curricular activities for which no additional compensation is paid shall be by mutual agreement. At the same time, the teachers recognize their responsibility to their students and to the profession require the performance of duties that involve the expenditure of time beyond the normal school day. Examples of such non-compensated commitments are Saturday trips with music and other school groups, supervision of programs and performances, and/or attendance at other outside school related duties. Such financial determination as agreed to by both parties may become part of the negotiated agreement, upon acceptance by both parties in writing.
- 5.2 Mandatory faculty meetings are to serve as a forum for interaction regarding building business only and shall be held no more often than 12 times per year.
- 5.3 The District recognizes its responsibility to hold such non-compensated after

school commitments to reasonable limits. It will endeavor to schedule such commitments at least 90 days in advance.

- 5.4 If the CTA feels that any such non-compensated commitments other than parent-teacher conferences, open houses, and faculty meetings, should be considered for future compensation, a proposal for such financial consideration may be offered to the CSO.
- 5.5 Whenever possible, notices of extra duties shall be given out at the same time as salary notices.
- 5.6 Elementary intramurals will be on a voluntary basis when conducted before or after school hours.
- 5.7 When possible, the assignment of interscholastic positions will be mutually acceptable to all concerned parties. When mutual agreement is not possible, administration reserves the right to make such assignments.
- 5.8 Faculty meetings, department meetings and committee meetings at the high school and middle school shall only be held on Wednesdays and Fridays between 2:15-2:50 p.m. unless mutually agreed upon by the CTA President and Building Principal.

Faculty meetings, grade level meetings, AIS, RTI and committee meetings at the elementary level shall only be held on Tuesdays and Thursdays between 8:00-8:40 a.m. unless mutually agreed upon by the CTA President and Building Principal.

Both parties agree that there may be occasions during the year when situations arise that may necessitate an exception to the above, which requires a meeting to be held on an alternate day. These exceptions may be reviewed by CTA President and the Building Principal to determine if there was validity of the exception.

No meetings will be scheduled or held on days when report card grades or progress report grades are due.

- 5.9 Teachers, who choose to accept a lunch supervision assignment, will receive compensation based on a \$20.00 per hour rate.

Section 6.0 Elementary Class Size Targets

- 6.1 The districts targets for maximum class size are 22 for kindergarten through second grade and 25 for third through fifth grades. For district planning purposes, minimum class size targets are 14 students per section in grades kindergarten through fifth grade. The district will make every effort to inform teachers when a section may be eliminated.

Section 7.0 Teacher Clerical Assistance

7.1 The District will provide clerical assistance to teachers for instructional purposes.

Section 8.0 Nurses Work Days

8.1 For nurses, the work year is set at 185 days, plus additional days requested by the CSO. Thanksgiving Day and Christmas Day shall be paid holidays and part of the work year. Nurses, when requested to work in addition to 185 days by the CSO will be paid at their calculated per diem rate or on a pro-rated share thereof.

8.2 The work day for nurses is set at seven and one half hours, including one half hour paid meal time. Nurses will be paid for hours beyond these hours when advanced approval is given by the CSA. This will include, but is not limited to, evening meetings.

Section 9.0 Certified Teaching Assistants

9.1 For Teaching Assistants the work year is 183 days.

9.2 Teaching Assistants shall work seven hours per day not including lunch. Teaching Assistants will not be paid for their duty-free lunch period. Teaching Assistants shall attend all faculty meeting, scheduled Open Houses, Superintendent Days, and accept other duties related to their buildings program or specific areas of responsibilities. Teaching assistants will be paid for time required to attend functions that extend the regular seven hour day.

9.3 Teaching Assistants will follow the same school calendar and schedule as teaching staff in the building to which they are assigned. This will include changes in the schedule that relates to snow days, delays and Parent Teacher conference days. Elementary Teaching Assistants' work hours shall be 8:00-3:30. Secondary Teaching Assistants' work hours shall be 7:20-2:50.

9.4 The Building Principal shall be responsible for the Certified Teaching Assistants in his/her building.

9.5 Teaching Assistants assigned to the CCSD Instructional Technology Department

9.5.1 Teaching Assistants assigned to the position of Computer Assistants shall work 20 days in summer.

9.5.2 Teaching Assistants assigned to the position of Computer Assistant shall work an additional thirty minutes longer than regular Teaching Assistants. For this additional time worked, they will receive a \$1,800.00 stipend for the full school year worked.

9.5.3 The Director of Technology shall be responsible for Computer Teaching Assistants' schedules, workdays and evaluations.

ARTICLE XIII TEXTBOOKS

Section 1.0 Adequacy

- 1.1 When a textbook or workbook proves inadequate, a committee of teachers using it has the right to recommend new materials. Available texts should be surveyed periodically but not less than every five years.

Section 2.0 Selection

- 2.1 Teacher committees may be appointed to review, select, and recommend the purchases of all textbooks and workbooks upon recommendation of the administrator involved. Textbook Article does not apply to Registered Nurses or Certified Teaching Assistants.

ARTICLE XIV SUPPLIES AND EQUIPMENT

Section 1.0 Adequacy

- 1.1 Adequate supplies, within the District's economic capability, shall be provided. The District shall exert every reasonable effort to ensure that ordered materials are received and delivered to teachers prior to needed use.

Section 2.0 Administrative Responsibility

- 2.1 When supplies are not received by teachers as timely as anticipated, they shall request the reason for such delay from their building administrator. He/she shall bear the administrative responsibility for resolving such delay and/or misunderstanding as may occur.

Section 3.0 Encumbrance Sheets

- 3.1 Individual teachers and/or Curriculum Coordinators shall have free access to the building level budgetary encumbrance sheets for their areas of concern.

ARTICLE XV LEAVES

Section 1.0 Family - Personal Leave

- 1.1 Each full-time bargaining unit member will be granted three days per year of unrestricted personal leave. Part-time bargaining unit members will have personal days pro-rated accordingly. Personal leave is subject to the following:
 - 1.1.1 A minimum of two school days notice prior to taking such leave shall be

given to the principal.

1.1.2 Days may not be used to extend any holiday, vacation or recess. Leave prior to or after such periods when required, because of hardship or pressing need, may be granted, but only with the CSO's express approval of a staff member's formal written request detailing the reasons.

1.1.3 If a staff member requests and receives the permission of the CSA to use a personal day to extend a vacation or holiday, the staff member will forfeit two personal days in doing so. An exception to the loss of two days would be if the day extending the holiday or vacation was an announced Superintendent's Conference Day.

1.2 Unused personal leave shall be accumulated to the staff member's total unused sick leave in Section 2.1.

Section 2.0 Sick and Death Leave

2.1 Twelve days of sick leave will be credited to every full-time bargaining unit member as of September 1st. Part-time bargaining unit members will have their sick days pro-rated accordingly. Sick leave may accumulate to 275 days. No more than 15 days of sick leave may be used in any one year for serious illness within the immediate family. Special consideration may be given for exceptional cases.

2.1.1 Additional sick leave days for serious illness within the immediate family may be granted but only with the CSO's express approval of a staff member's formal written request detailing the reasons.

2.2 Five days of absence will be permitted as needed, with pay, because of death in the family. If more than one death occurs in any one year, special consideration may be given. These days will not be deducted from accumulated sick leave.

2.3 "Family" is defined as being a CTA member's residential family, and extended family, including cousins, nieces, and/or nephews. In-laws of the teacher are included in the leave for death in the family clause.

2.3.1 If a teacher feels the need for sick or death leave for relationships not specified above, then a request should be submitted to the CSO and he shall make a decision based on the merits of the individual case.

2.4 Any teacher retiring with ten or more years service in the Carthage Central School District, and who notifies the CSO by March 1 of retirement effective the ensuing school year, except in the case of disability retirement, will receive payment for each day of unused sick leave at the time of retirement up to a maximum of 275 days at \$30/day.

2.5 Teachers retiring with ten or more years of service to the district, who notify by October 1 of a retirement effective mid-term, will receive payment for each day of

unused sick leave at the time of retirement up to a maximum of 275 days at \$15.00/day. Upon death during employment, this sum will be paid to his declared beneficiary as soon as feasible. In the event of extenuating circumstances, the time restriction of March 1 may be waived by appeal to the CSO.

- 2.6 Any Registered Nurse or Certified Teaching Assistant retiring with ten or more years of service in the Carthage Central School District and who notifies the CSO by March 1 of his retirement effective June 30th of that school year, except in the case of disability retirement, will receive payment for each day of unused sick leave at the time of retirement up to a maximum of 175 days at \$15.00/day. Upon death during employment, this sum will be paid to his declared beneficiary as soon as is feasible. In the event of extenuating circumstances, the time restriction may be waived by appeal to the CSO. Commencing July 1, 2004, the maximum number of days will be 200 days paid at \$25.00/day.

Section 3.0 Temporary Leaves of Absence

3.1 Short Term Absences

Staff members may request up to five days of personal leave without pay after compliance with the following guidelines and conditions:

- 3.1.1 The petition, stating the reason(s) for the leave request, shall be submitted to the CSO a minimum of two weeks prior to the expected leave whenever possible.
- 3.1.2 The acceptance of such petition shall be additionally dependent upon the District's ability to secure an appropriate substitute.
- 3.1.3 Such leave shall not be used to extend contractually agreed to vacation periods; however, such leave may be granted prior to or following a vacation when the reason for the request is other than to extend vacation for recreational purposes.
- 3.1.4 Before such leave is granted, the teacher shall satisfy the building principal that adequate plans have been made to insure a meaningful program in the teacher's absence. The district will give serious consideration to the teacher's choice as to the substitute hired.

Section 4.0 Extended Leaves of Absence

- 4.1 Personal Injury Days allowed for absence due to injury or treatment of injury suffered on school premises or in line of duty covered by Workmen's Compensation, shall be deducted from sick time allowance. This agreement will cover injuries occurring after the effective date of this agreement. A physician's statement will be needed to substantiate treatment. The staff member will receive regular pay and benefits for this period and any salary allowance paid this staff member under the Workmen's Compensation will be assigned to the Board.

- 4.2 When an examination is requested, such examination will be offered at no cost through the Board-Appointed physician. If the employee elects to use a physician of his own selection, he shall personally pay the costs incurred of such examination.
- 4.3 In the instance where a personal physician is employed, the school physician may elect, as is typically the case, to accept the medical judgment in, or, as is rarely the case, to question the validity. In that unusual case where there is a disagreement between the personal physician's judgment, and the school physician's findings, the two physicians involved will seek the opinion of a third physician.
- 4.4 The Board shall not, however, be liable for the payment of salary or wages after such date as the physician, or physicians have certified, and the Board accepted, that the injured staff member has recovered and is able to perform his regular duties.
- 4.5 Should a staff member refuse to submit to medical evaluation by either the Board's physician or his own personal physician, he shall be deemed to have waived his rights to any salary benefits.
- 4.6 Salary payment for a temporary disability covered by Workmen's Compensation in accord with the above provisions shall be made to a total period of twelve months plus unused sick leave from the date of such injury. Employees shall have the right to purchase sick leave time up to the extent of compensation assigned to the Board.

Section 5.0 Leave of Absence

A teacher shall be entitled to a leave of absence without pay subject to the following conditions:

- 5.1 That he is not paid for any activity while on a leave of absence unless such activity is in employment closely related to the teacher's educational field. (Scholarships, graduate assistantships, grants, and fellowships are not considered to be "pay" in this context.)
- 5.2 The employee will return within the same tenure area but not necessarily in the same position.
- 5.3 An employee hired to replace a person on leave of absence will be considered a temporary employee and terminated when the person on leave returns to employment.
- 5.4 A leave of absence (except in sudden disability cases) shall begin at the beginning of a semester and end at the end of the semester.
- 5.5 Leave shall be for one year initially. It may be renewed up to one additional year under appropriate circumstances.

5.6 It shall be the responsibility of the applicant to submit reasonable and adequate documentation of a request to the CSO at least 120 days prior to September 1 for a leave commencing in September and 60 days prior to the proposed commencement of a second semester leave.

5.6.1 Any lesser notice by an applicant will be received at the sole discretion of the CSO. Said discretion shall not be grievable.

Section 6.0 Foreign Exchange

6.1 An applicant must have completed seven years of service to the District.

6.2 The leave of absence shall be granted with full pay to the Carthage exchange teacher.

6.3 The other jurisdiction must agree to furnish a teacher of corresponding rank or school level to fulfill the duties of the teacher who is to be on leave.

6.4 Leave does not affect the teacher's retirement rights or the teacher's length of service in the district.

6.5 Applications must be submitted not later than February 1 to the CTA for consideration and recommendations to the CSO who shall take his recommendations to the Board.

6.6 The Board agrees to notify the applicant by March 15.

6.7 The applicant will submit a letter to the CSO stating his intent to return to the district for at least three years.

6.8 In any given year a maximum of one elementary and of one secondary teacher may be granted leaves as exchange teachers.

6.9 A teacher approved for foreign exchange will sign a written agreement with the District.

6.10 If a teacher does not fulfill the obligations of this agreement, he/she shall be responsible for a pro-rated refund.

Foreign Exchange does not apply to Registered Nurses or Certified Teaching Assistants

Section 7.0 Maternity and Adoption Leave

Maternity and adoption leaves of absence without pay shall be granted full time staff members upon request for a period not to exceed one year and with no loss of accrued service credit. Such leave is subject to the following conditions:

7.1 It shall be the responsibility of the staff member to inform the CSO of her

pregnancy by the end of the fourth month or as soon as is medically possible.

- 7.2 It is understood that the pregnant staff member may work as long as able, provided that said staff member can furnish, upon request, a certificate from the attending physician certifying a physical capability to perform all the duties of the position. The actual commencement of the leave shall be determined by the staff member, the attending physician, and the CSO.
- 7.3 The staff member may return to work as soon as the attending physician attests that the staff member is physically able to perform all duties of the position and subject to mutual agreement between the teacher and the CSA. It is within the Board's province to require written certification of physical fitness. The intent of this mutual agreement is to guarantee the staff member's welfare and program continuity.
- 7.4 The staff member will advance to the next salary step provided five months of teaching were completed during the school year in which the leave began. In the case of a probationary teacher, probation is suspended at the beginning of leave and resumes when the teacher actually returns to duty.
- 7.5 In extenuating circumstances, the CSO may grant an extension of the allowable one year leave. The extension shall not exceed an additional twelve calendar months. A formal written request for supportive documentation must be submitted prior to the CSO's review.
- 7.6 An employee adopting a child shall be entitled upon request to commence such leave at any time during the first year after receiving de facto custody of said child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

Section 8.0 Sick Leave Bank for Prolonged Illness

Sick bank members in the advent of a prolonged illness and, after having exhausted their personal accumulated sick leave days, may appeal to the Sick Leave Bank Committee for extra days of sick leave.

- 8.1 The member will send a request form to the Sick Leave Bank Committee providing the following information:
 - a. Nature of the illness
 - b. Number of sick days requested
 - c. Date sick leave is to begin
- 8.2 The physician will provide a form stating the following:
 - a. Nature of the illness
 - b. Date before which patient may not return to work
- 8.3 The Sick Leave Bank Committee will present its findings to the CSO or his designee along with a form of request, the physician's statement form, and the number of days donated by the membership.

- 8.4 The CSO shall review each individual case and make recommendations to the Board.
- 8.5 The Board will consider such recommendations and, if it so chooses, may match or add sick leave days donated from the bank.
- 8.6 If the applicant does not use the total number of sick leave days that have been donated, the remainder of days will be totaled and this total will be returned and maintained by the sick leave bank. This excess may be utilized by the Sick Leave Bank Committee for future applicants' leaves.
- 8.7 In the case of extended illness, an individual may petition the Sick Leave Bank Committee for more days and the committee may forward the request to the Board if the committee deems the request worthy of an affirmative response. In such cases, the decision of the Board will be final.
- 8.8 At any time that the Sick Leave Bank contains less than 30 days, the CTA may deduct one day from any one member of the bargaining unit, who is a member of the sick leave bank in any school year. Sick leave days cannot be donated to the bank by retiring teachers.
- 8.9 The Sick Leave Bank shall contain a minimum of 30 and a maximum of 90 donated sick leave days at any time.
- 8.10 It is advantageous that these prescribed procedures be reviewed periodically by the CSO and the CTA President and, where applicable, be revised. Such revision may be effected by mutual agreement of the CSO and the CTA President.
- 8.11 Guidelines
 - a. The bank will be administered by a five member committee, composed of four members nominated by the CTA President and one person nominated by the CSO.
 - b. Only sick leave bank members may use the bank.
 - c. Members must donate two days in the initial year. Members must donate one day/year thereafter, when asked.
 - d. Members must sign a check-off sheet within 30 working days from the first working day if in agreement with provisions for sick bank membership. Termination of membership makes member ineligible to rejoin.
 - e. Sick bank members agree not to sue the sick bank for decisions made that may not be in their favor.
 - f. Days donated are non-refundable.

- g. Upon use of the bank, user will pay back days at the rate of one the first year, two the second year, and three the third year. This will not exceed the number used if under six.
- h. Once a member has exhausted personal sick leave, he is ineligible for benefits from the sick bank until after three days for each year of membership in the bank, up to a maximum waiting period of 30 days have elapsed after the beginning of the continuous absence. This provision is in effect for the first ten years of service.

Example: A ten year member would have to have 30 sick days of his own to use up at the beginning of a continuous absence to suffer no pay loss. If he had only 18 days, he would suffer 12 days without pay before becoming eligible for sick bank days.

Note: Anyone employed prior to 1/1/83 will be grandfathered. Membership will begin on 1/1/83. One would be a second year member in September 1983, etc.

- i. It is understood that a member's request for sick leave days can be denied by the Sick Leave Bank Committee.
- j. Members denied days may make an appeal to the CTA in writing within 10 days of the denial.
- k. The Sick Leave Bank Committee has the power to require a member requesting sick leave bank days to be examined by a physician of the committee's choice at the expense of the CTA.

Section 9.0 Perfect Attendance Bonus

The District will pay the following bonus amounts to bargaining unit members for perfect attendance. Perfect attendance is defined as reporting to work a full scheduled day for each work day bargaining unit members are required to report to work, during a school year. The use of bereavement and jury duty days will not negate the perfect attendance bonus.

Teachers	\$400.00
Registered Nurses	\$300.00
Teaching Assistants	\$200.00

The District will pay 50% of the above amounts to a bargaining unit member who misses one full work day, or part of one full workday, during a school year for a reason listed under the leave provisions of the contract.

**ARTICLE XVI
SUBSTITUTE TEACHERS, NOON MONITORS**

Section 1.0 Personnel

- 1.1 A good faith effort shall be made to obtain qualified substitutes when available.

ARTICLE XVII INSURANCE AND ANNUITIES

Section 1.0 Tax Sheltered Annuities

- 1.1 Staff members may participate in the tax sheltered annuities program. The cost of administering the program shall be borne by the Board. Further, the Board agrees to a reduction of salary by tax sheltered annuities and provides payroll deduction for the same.
- 1.2 If at any time the Board feels that the total number of companies submitting requests for annuities becomes unreasonably cumbersome, it shall reserve the right to restrict any further participation.

Section 2.0 Health Insurance

- 2.1 The Board shall contribute 90% of the premium for the health/dental insurance package and the employee shall contribute 10%.
- 2.2 Such contributions as required from participating unit members shall be deducted from their salary in equal amounts during the school year. The above premium assumes regular employment for the entire school year. Employment for less than the full school year shall require that the Board's share and the participating unit member's share be pro-rated accordingly.
- 2.3 Commencing with the 2005-2006 school year, the District will reimburse up to a maximum of \$50.00 per dental plan enrollee per school year for dental services provided by the plan, but not paid for by the plan. The enrollee must submit documentation showing payment by the enrollee. Such documentation must be submitted to the District within 30 days of receipt of the balance billing from Dental Service Provider.
 - 2.3.1 Dental Study Committee
The CTA and the CCSD agree to form an equal representation committee for the purpose of studying the feasibility of a new dental plan. Both sides agree that they will form a committee and mutually discuss alternative dental plans. Any change in the dental program must be mutually agreed upon by each party's executive committee and/or BOE for approval.

Section 3.0 Health Insurance Buy Back

- 3.1 Employees who notify the District in advance on the required form, may drop the Health/Dental package in return for a monetary buyout stipend of \$750 for the individual plan or \$ 1,500 for the family or employee and dependent plan. The Buy Back does not apply to employees who have a spouse working in the District who does carry the Health/Dental Program.

- 3.2 Employees who choose to drop the health/dental package or rejoin the plan may do so only at the beginning of a semester.
- 3.3 For employees who drop the health/dental plan prior to the start of a school year, the monetary buyout stipend will be paid out in two installments, at the end of October and the end of March.
- 3.4 Employees who drop the plan after the start of the school year, but before the second semester, will only receive half of the buyout stipend, paid out at the end of March.
- 3.5 The District will continue to offer an IRS 125 plan.

**ARTICLE XVIII
PERSONAL PROPERTY BENEFITS**

Section 1.0 Reimbursement for Clothing

- 1.1 The school district shall reimburse staff members for reasonable costs of clothing or personal property including replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed or lost as a result of any assault or injury sustained in the discharge of his duties.

**ARTICLE XIX
TUITION WAIVER**

Children and/or adopted children of bargaining unit members may attend Carthage CSD tuition free, commencing July 1, 2004.

**ARTICLE XX
NEW TEACHER MENTOR/INDUCTION PROGRAM**

Effective July 1, 2006, all full/part-time teachers in their first year at CCSD shall attend Mentor Training sessions and fulfill all New York State mentor requirements and district requirements as described in the CCSD Mentor Handbook.

In the second and third years of CCSD employment, all full/part-time teachers shall attend Induction Training sessions, as scheduled by the District.

In each year, up to 10 hours of training/meetings can be scheduled by the District over and above the regular work day/work year without compensation. Any training/meetings over 10 hours in a school year will be paid at \$20.00 per hour.

Mentor teachers assigned to the Mentor/Induction Program who work over and above

the regular work day/work year shall be compensated at \$20.00 per hour.

**ARTICLE XXI
SALARY**

Section 1.0 Base Salary Schedules Apply to Teachers, Guidance Counselors, School Psychologists and School Social Workers

1.1 The District and CTA will collaborate on the creation of the salary schedules in regards to the distribution of the agreed upon increase.

The total general salary increases for all bargaining unit members for the term of this contract are:

2007-2008 school year	4.99% including increment
2008-2009 school year	4.99% including increment
2009-2010 school year	4.7% including increment
2010-2011 school year	4.7% including increment

Step	2007-2008	2008-2009	2009-2010	2010-2011
1	\$35,650	\$36,790	\$37,865	\$38,940
2	\$35,900	\$37,040	\$38,115	\$39,190
3	\$37,000	\$38,140	\$39,215	\$40,290
4	\$38,010	\$39,150	\$40,225	\$41,300
5	\$39,030	\$40,170	\$41,245	\$42,320
6	\$40,060	\$41,200	\$42,275	\$43,350
7	\$41,070	\$42,210	\$43,285	\$44,360
8	\$42,080	\$43,220	\$44,295	\$45,370
9	\$43,100	\$44,240	\$45,315	\$46,390
10	\$44,460	\$45,600	\$46,675	\$47,750
11	\$45,560	\$46,700	\$47,775	\$48,850
12	\$46,600	\$47,740	\$48,815	\$49,890
13	\$47,630	\$48,770	\$49,845	\$50,920
14	\$48,660	\$49,800	\$50,875	\$51,950
15	\$49,895	\$51,035	\$52,110	\$53,185
16	\$51,570	\$52,710	\$53,785	\$54,860

NOTE FOR CONTINUITY PURPOSES:

It should be noted for future salary calculations that the following salary modifications were made in previous agreements for the years 1993-94 through 2006-07:

- 1993-1994: Parties to the agreement that were beyond Step 16 on the Base Salary Schedule received \$1000 increase over previous year's salary.
- 1994-1995: Parties to the agreement that were beyond Step 16 on the Base Salary Schedule received \$1000 increase over previous year's salary.
- 1995-1996: Parties to the agreement that were beyond Step 16 on the Base Salary Schedule received \$1200 increase over previous year's salary.
- 1996-1997: Teachers who have completed Step 16 on the Base Salary Schedule received \$800 increase to the previous year's salary.
- 1997-1998: Teachers who have completed Step 16 on the Base Salary Schedule received \$800 increase to the previous year's salary.
- 1998-1999: Teachers who have completed Step 16 on the Base Salary Schedule received \$800 increase to the previous year's salary.
- 1999-2007: Teachers who have completed Step 16 on the Base Salary Schedule received \$800 increase to the previous year's salary.
- 2007-2008: Teachers who have completed Step 16 on the Base Salary Schedule will receive \$1000 increase to the previous year's salary.
- 2008-2009: Teachers who have completed Step 16 on the Base Salary Schedule will receive \$1200 increase to the previous year's salary.
- 2009-2010: Teachers who have completed Step 16 on the Base Salary Schedule will receive \$1400 increase to the previous year's salary.
- 2010-2011: Teachers who have completed Step 16 on the Base Salary Schedule will receive \$1600 increase to the previous year's salary.

Section 2.0 Nurses' Salary Scale

2.1 Nurses shall receive longevity stipend payments of \$600.00 above their base rate of pay after completing 10, 15, 20, and 25 years of service as a Nurse in the Carthage Central School District.

Step	2007-2008	2008-2009	2009-2010	2010-2011
1	19.090	\$19.79	\$20.44	\$21.09
2	19.340	\$20.04	\$20.63	\$21.28
3	19.590	\$20.29	\$20.88	\$21.47
4	19.840	\$20.54	\$21.13	\$21.72
5	20.140	\$20.84	\$21.43	\$22.02
6	20.390	\$21.14	\$21.73	\$22.32
7	20.640	\$21.39	\$22.03	\$22.62
8	20.890	\$21.64	\$22.28	\$22.92
9	21.140	\$21.89	\$22.53	\$23.17
10	21.390	\$22.14	\$22.78	\$23.42
11	21.640	\$22.39	\$23.03	\$23.67
12	21.890	\$22.64	\$23.28	\$23.92
13	22.190	\$22.94	\$23.58	\$24.22
14	22.440	\$23.24	\$23.88	\$24.52
15	22.840	\$23.64	\$24.33	\$24.97
16	23.090	\$24.04	\$24.73	\$25.42
17	23.340	\$24.29	\$25.13	\$25.82
18	23.590	\$24.54	\$25.38	\$26.22
19	23.840	\$24.79	\$25.63	\$26.47
20	24.190	\$25.14	\$25.98	\$26.82
21	24.440	\$25.49	\$26.33	\$27.17
22	24.690	\$25.74	\$26.68	\$27.52
23	24.940	\$25.99	\$26.93	\$27.87
24	25.290	\$26.24	\$27.18	\$28.12
25	25.540	\$26.69	\$27.53	\$28.47
26	25.790	\$26.94	\$27.98	\$28.82
27	26.190	\$27.19	\$28.23	\$29.27
28	26.440	\$27.74	\$28.63	\$29.67
29		\$27.99	\$29.18	\$30.07

30	\$29.43	\$30.62
31		\$30.87

Section 3.0 Certified Teaching Assistants' Salary Scale

3.1 Teaching Assistants shall receive longevity stipend payments of \$600.00 above their base rate of pay after completing 10, 15, 20, and 25 years of service as a Teaching Assistant in the Carthage Central School District. Teaching Assistants will receive credit toward longevity payments for years of service as a teacher aide in the District. Teaching Assistants assigned to the position of Computer Assistant shall work an additional 30 minutes longer than regular Teaching Assistants. They will receive an annual stipend of \$1800.00 for a full year's work.

Step	2007-2008	2008-2009	2009-2010	2010-2011
1	\$14.81	\$14.97	\$15.13	\$15.29
2	\$15.26	\$15.42	\$15.58	\$15.74
3	\$15.56	\$15.87	\$16.03	\$16.19
4	\$15.86	\$16.17	\$16.48	\$16.64
5	\$16.21	\$16.52	\$16.83	\$17.14
6	\$16.56	\$16.92	\$17.23	\$17.54
7	\$16.91	\$17.32	\$17.68	\$17.99
8	\$17.26	\$17.72	\$18.13	\$18.49
9	\$17.61	\$18.12	\$18.58	\$18.99
10	\$17.96	\$18.52	\$19.03	\$19.49
11	\$18.26	\$18.87	\$19.43	\$19.94
12	\$18.56	\$19.17	\$19.78	\$20.34
13	\$18.86	\$19.47	\$20.08	\$20.69
14	\$19.16	\$19.77	\$20.38	\$20.99
15	\$19.59	\$20.20	\$20.81	\$21.42
16	\$19.89	\$20.63	\$21.24	\$21.85
17	\$20.19	\$20.93	\$21.67	\$22.28
18	\$20.59	\$21.33	\$22.07	\$22.81
19	\$20.89	\$21.73	\$22.47	\$23.21
20	\$21.19	\$22.03	\$22.87	\$23.61
21	\$21.56	\$22.40	\$23.24	\$24.08
22	\$22.11	\$23.02	\$23.86	\$24.70
23		\$23.57	\$24.48	\$25.32
24			\$25.03	\$25.94
25				\$26.49

Section 4.0 Special Provisions

The rate of \$55 per credit hour for approved course-work beyond the schedule up to a maximum of Bachelors + 60 credit hours. (Note: Teachers who earned approved hours in excess of Bachelors + 60 credit hours prior to 7/1/77 shall receive compensation for those hours but will not receive remuneration for additionally earned hours beyond that 7/1/77 level.) Teachers who receive college credit for courses paid for by the District will not receive the \$55.00 per credit hour salary adjustment. Teachers will be given a statement of their accumulated college and in-service credits annually and prior to October 15th.

- 4.1 Credit hours earned after 7/1/07 will be paid at \$65 per credit hour.
- 4.2 The following dollar amount will be added to a teacher's scheduled salary for certified attainment of a master's degree: \$750
 - 4.2.1 The following dollar amount will be added to a teacher's scheduled salary for certified attainment of a Certificate of Advanced Study or Doctoral degree: \$1000
 - 4.2.2 The following dollar amount will be added to a teacher's scheduled salary for certified attainment of National Board certification: \$2000
- 4.3 Teachers will be eligible for a career step increment after 15, 18, 20, 23, 26, 29, 32 and 35 years of service at the same rate.

(after 15 years)	\$1200 career increment
(after 18 years)	\$1250 career increment
- 4.4 Up to five years credit on the teachers' salary schedule may be granted for military service.
- 4.5 **Supervisory Personnel**
 - 4.5.1 The Position of Curriculum Coordinators shall be eligible for the teachers' salary schedule plus \$2500.
 - 4.5.2 Elementary Head Teachers shall be eligible for the teachers' salary schedule plus \$1500.
 - 4.5.3 Guidance Counselors and School Social Workers shall be eligible for the teachers' salary schedule plus \$2500.
 - 4.5.4 School Psychologists shall be eligible for the teachers' salary schedule plus \$4000.
 - 4.5.5 Head Registered Nurse shall be eligible for the Nurses' salary plus \$1500.
 - 4.5.6 Middle School Team Leaders shall be eligible for the teachers' salary

schedule plus \$2000.

Section 5.0 Advanced Degree Work

- 5.1 Teachers must hold a Bachelor's Degree from an approved institution of higher learning with the following exception: all teachers who graduated from a three-year New York State Normal School, are certified, and who have obtained thirty hours of approved credit beyond this, will be given the same status as those teachers holding bachelor's degrees.
- 5.2 Teachers must hold a life, permanent or provisional certificate.
- 5.3 Teachers taking graduate courses toward permanent certification, toward a master's degree, or doctoral degree shall comply with 5.4. Teachers taking graduate course work in any field that is not their teaching field must apply to the CSO in advance of taking the course and receive the written approval of the CSO. Payment will not be made without advanced approval from the CSO.
- 5.4 Teachers must have official transcript or record of work completed submitted to the CSO for approval before compensation is made.
- 5.5 Teachers who meet requirements 4.1 and 4.2 will be eligible for in-service and state-approved in-service programs according to schedules adopted by the Board.
- 5.6 All in-service training programs and state-approved in-service programs must have the approval of the CSO and the Board.

Section 6.0 Extra Pay for Extra Duties

4.6% increase for each position for each for each year of the contract.

- 6.1 All positions will be posted annually in all buildings. If the overall qualifications of the applicants are substantially equal, preference shall be given to bargaining unit members. Unit members serving in the year to year appointments of extra-curricular activities will be given the right of first refusal to continue each year in these positions, providing the individual is successfully fulfilling the duties of the position as determined by the appropriate supervisor.
- 6.2 Any extra-curricular clubs or activities added during the term of this contract must be approved by the Superintendent and the CTA President.
- 6.3 Any changes to stipend levels will be agreed to by both the Superintendent and the CTA President.
- 6.4 Elementary Extra Curricular Activities

Description:

Each elementary building will receive \$2000 for extra curricular activities/clubs

that could be offered throughout the school year. This program is designed to offer additional opportunities for our students. These after school activities may be held on Tuesday and/or Thursday, so that schools utilize the existing late buses or an alternate plan is approved by the building principal.

Costs:

Any CTA member will be paid \$20 per hour/session to a maximum of \$200 per activity held.
 Any CTA member may hold more than one activity per year if approved by the BPT.

Procedures:

Any CTA member that is interested in hosting an activity would:

1. Present a proposal to their school's Building Planning Team. Proposals should include:
 - the objective of the activity
 - the number of sessions they would like to hold
 - what grade level
 - how many students would be involved
2. The BPT will then review all requests and recommend to the Building Principal those activities which best meet the needs of the students.
3. The Building Principal will review recommendations and make the final decision.
4. Any CTA member who conducts activities will complete a voucher form for the number of agreed upon hours and submit it to the District for payment.

The activities could include, but would not be limited to the following:

Yearbook	Healthy Lifestyle
Technology	Art/Music clubs
Odyssey of the Mind groups	Crafting/Hobby clubs
Literature study	Reading Buddies
Enrichment groups	

Extra Pay for Extra Duties

	2007-2008	2008-2009	2009-2010	2010-2011
Positions/Title				
Musical Productions				
Mus. Prod. Artistic Director	\$1,954	\$2,044	\$2,138	\$2,236
Mus. Prod. Music Director	\$1,686	\$1,764	\$1,845	\$1,930
Pit Band Director	\$709	\$742	\$776	\$812
Costumes	\$896	\$938	\$981	\$1,026

Assistant Costumes	\$269	\$281	\$294	\$308
Lighting	\$418	\$438	\$458	\$479
Sound	\$418	\$438	\$458	\$479
Set Construction	\$453	\$474	\$496	\$518
Set Design	\$472	\$493	\$516	\$540
Choreography	\$606	\$633	\$663	\$693
Stage Manager	\$472	\$493	\$516	\$540
Pit Band (Adults)	\$156	\$163	\$171	\$178
Middle School Musical Productions				
Director	\$884	\$925	\$967	\$1,012
Assistant Director	\$518	\$542	\$567	\$593
Dramatic Productions				
Director	\$1,168	\$1,222	\$1,278	\$1,337
Set Construction	\$559	\$584	\$611	\$639
Set Design	\$559	\$584	\$611	\$639
Lights/Sound	\$559	\$584	\$611	\$639
Costumes	\$559	\$584	\$611	\$639
Assistant Costumes	\$269	\$281	\$294	\$308
Class Advisors				
Class Advisors Senior (2)	\$2,057	\$2,152	\$2,251	\$2,355
Class Advisors Junior (2)	\$1,280	\$1,339	\$1,401	\$1,465
Class Advisors Sophomore (2)	\$640	\$670	\$700	\$733
Class Advisors Freshman (2)	\$640	\$670	\$700	\$733
Yearbook				
Advisor (HS)	\$1,755	\$1,836	\$1,920	\$2,009
Assistant	\$1,099	\$1,150	\$1,203	\$1,258
Photographer (HS)	\$1,099	\$1,150	\$1,203	\$1,258
Advisor (MS)	\$1,046	\$1,094	\$1,144	\$1,197
Photographer (MS)	\$559	\$584	\$611	\$639
Clarion Advisor Newspaper	\$1,786	\$1,868	\$1,954	\$2,043
Marching Band Directors				
High School	\$2,192	\$2,293	\$2,399	\$2,509
Middle School	\$1,686	\$1,764	\$1,845	\$1,930

Extra Pay for Extra Duties

	2007-2008	2008-2009	2009-2010	2010-2011
Positions/Title				
Miscellaneous				
Quiz Team	\$337	\$352	\$369	\$385
Future Farmers of America (HS)	\$971	\$1,015	\$1,062	\$1,111

Future Farmers of America (MS)	\$971	\$1,015	\$1,062	\$1,111
Computer Scheduler	\$1,161	\$1,214	\$1,270	\$1,329
Student Council Advisor HS (1)	\$1,249	\$1,306	\$1,366	\$1,429
Student Council Advisor MS (1)	\$709	\$742	\$776	\$812
National Honor Society	\$709	\$742	\$776	\$812
Middle School Honor Society	\$709	\$742	\$776	\$812
American Field Service	\$269	\$281	\$294	\$308
Key Club	\$675	\$706	\$738	\$772
Audio Visual (T.V.)	\$1,349	\$1,411	\$1,476	\$1,544
SADD Advisor	\$1,214	\$1,270	\$1,329	\$1,390
Video Productions	\$1,755	\$1,836	\$1,920	\$2,009
Twirling/Flag Squad HS (2 split \$)	\$755	\$790	\$826	\$864
Twirling/Flag Squad MS (2 split \$)	\$675	\$706	\$738	\$772
Pep Band (per event)	\$41	\$43	\$45	\$47
Jazz Ensemble(Formerly Stage Band)	\$459	\$480	\$502	\$526
Select Singers (Formerly Show Choir)	\$912	\$954	\$998	\$1,044
Guitar Club (Formerly Gospel Choir)	\$437	\$457	\$478	\$500
Bi-County Events	\$2,832	\$2,962	\$3,098	\$3,241
Bi-County Chaperone per hour	\$13	\$13	\$14	\$14
Art Show (per show)	\$541	\$566	\$592	\$619
Art Club (HS)	\$640	\$670	\$700	\$733
Art Club (MS)	\$640	\$670	\$700	\$733
Future Business Leaders of America	\$640	\$670	\$700	\$733
Math League (HS)	\$269	\$281	\$294	\$308
Math League (MS)				\$0
French Club (HS)	\$541	\$566	\$592	\$619
French Club (MS)	\$541	\$566	\$592	\$619
Multicultural Club	\$541	\$566	\$592	\$619
Late Night Detention (per session)				
HS/MS	\$53	\$56	\$58	\$61
Spanish Club (HS)	\$541	\$566	\$592	\$619
Spanish Club (MS)	\$541	\$566	\$592	\$619
Adventure Club New	\$541	\$566	\$592	\$619
Ski Club	\$269	\$281	\$294	\$308
Science Olympiad HS	\$541	\$566	\$592	\$619
Science Olympiad MS	\$541	\$566	\$592	\$619
Dance/Step club	\$541	\$566	\$592	\$619
Wellness Club MS	\$541	\$566	\$592	\$619
Video Club Advisor	\$1,548	\$1,619	\$1,694	\$1,772
Rocket Club	\$541	\$566	\$592	\$619

Section 7.0 Coaching and Extra Service Compensation

4.6% increase for each position for each year of the contract.

- 7.1 Coaches will be placed on step which represents years of coaching experience in a particular sport at Carthage.
- 7.2 Coaching experience at one sport will not receive credit in another sport.
- 7.3 Credit for coaching at another school will be determined at the time of appointment by the CSO.
- 7.4 Only certified teachers may serve as coaches of interscholastic teams unless no one is available in a timely fashion:
 - 7.4.1 Certified physical education teachers may coach any sport.
 - 7.4.2 Teachers not certified in physical education may coach any sport provided they have completed an approved pre-service or in-service education program for coaches or will complete such program.
- 7.5 Longevity payments will occur at years 8, 11, 14, 17, 20, 23 and 26 and will be 4.6% of the base pay of Step 3.

In addition, the following considerations apply to longevity payments:

- a. A change from boys' to girls' team in the same sport or vice-versa, will not affect the longevity payment.
 - b. When returning to coaching after a hiatus, one will be granted longevity payments for previous coaching experience in that sport.
 - c. A new coach in the school system with previous coaching experience in that sport will have his/her longevity level negotiated prior to that season.
- 7.6 Flexibility of Season Length:
In the event that a Varsity or Assistant Varsity Coach's coaching duties extend beyond a scheduled season as a result of the team or individual qualifying for sectionals, intersectional or state competitions, such coach(es) shall receive 3% of the base stipend for each contest played beyond the regular season.

Steps	2007-2008	2007-2008	2007-2008	2008-2009	2008-2009	2008-2009	2009-2010	2009-2010	2009-2010	2010-2011	2010-2011	2010-2011
	1 Years 1 - 2	2 Year 3-5	3 Over 5	1 Years 1 - 2	2 Year 3-5	3 Over 5	1 Years 1 - 2	2 Year 3-5	3 Over 5	1 Years 1 - 2	2 Year 3-5	3 Over 5
Weight Training	\$3,068	\$3,803	\$4,722	\$3,209	\$3,978	\$4,939	\$3,357	\$4,161	\$5,166	\$3,511	\$4,353	\$5,404
Football												
Head- Varsity	\$3,068	\$3,803	\$4,722	\$3,209	\$3,978	\$4,939	\$3,357	\$4,161	\$5,166	\$3,511	\$4,353	\$5,404
Assistants	\$2,441	\$3,076	\$3,710	\$2,554	\$3,218	\$3,881	\$2,671	\$3,366	\$4,059	\$2,794	\$3,521	\$4,246
Modified	\$2,441	\$3,076	\$3,710	\$2,554	\$3,218	\$3,881	\$2,671	\$3,366	\$4,059	\$2,794	\$3,521	\$4,246
Basketball												
Head- Varsity	\$3,068	\$3,803	\$4,722	\$3,209	\$3,978	\$4,939	\$3,357	\$4,161	\$5,166	\$3,511	\$4,353	\$5,404
J.V.	\$2,441	\$3,076	\$3,710	\$2,554	\$3,218	\$3,881	\$2,671	\$3,366	\$4,059	\$2,794	\$3,521	\$4,246
Modified	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
Wrestling												
Varsity	\$3,068	\$3,803	\$4,722	\$3,209	\$3,978	\$4,939	\$3,357	\$4,161	\$5,166	\$3,511	\$4,353	\$5,404
Assistant	\$2,441	\$3,076	\$3,710	\$2,554	\$3,218	\$3,881	\$2,671	\$3,366	\$4,059	\$2,794	\$3,521	\$4,246
Modified	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
Volleyball												
Varsity-Head	\$3,068	\$3,803	\$4,722	\$3,209	\$3,978	\$4,939	\$3,357	\$4,161	\$5,166	\$3,511	\$4,353	\$5,404
J.V.	\$2,441	\$3,076	\$3,710	\$2,554	\$3,218	\$3,881	\$2,671	\$3,366	\$4,059	\$2,794	\$3,521	\$4,246
8th Grade	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
7th Grade	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
Soccer												
Varsity-Head	\$2,968	\$3,641	\$4,384	\$3,104	\$3,809	\$4,585	\$3,247	\$3,984	\$4,796	\$3,396	\$4,167	\$5,017
J.V.	\$2,293	\$2,832	\$3,372	\$2,398	\$2,962	\$3,527	\$2,509	\$3,098	\$3,690	\$2,624	\$3,241	\$3,859
8th grade	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
7th grade	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
Baseball												
Varsity-Head	\$2,968	\$3,641	\$4,384	\$3,104	\$3,809	\$4,585	\$3,247	\$3,984	\$4,796	\$3,396	\$4,167	\$5,017
J.V.	\$2,293	\$2,832	\$3,372	\$2,398	\$2,962	\$3,527	\$2,509	\$3,098	\$3,690	\$2,624	\$3,241	\$3,859

8th Grade	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
7th Grade	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
*Modified(work varsity season)	\$1,754	\$2,022	\$2,563	\$1,835	\$2,115	\$2,681	\$1,919	\$2,212	\$2,804	\$2,008	\$2,314	\$2,933
Swim(Boys)												
Varsity	\$3,068	\$3,803	\$4,722	\$3,209	\$3,978	\$4,939	\$3,357	\$4,161	\$5,166	\$3,511	\$4,353	\$5,404
Modified	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
Swim (Girls)												
Varsity	\$2,968	\$3,641	\$4,384	\$3,104	\$3,809	\$4,585	\$3,247	\$3,984	\$4,796	\$3,396	\$4,167	\$5,017
Modified	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
Track												
Varsity-Head	\$2,968	\$3,641	\$4,384	\$3,104	\$3,809	\$4,585	\$3,247	\$3,984	\$4,796	\$3,396	\$4,167	\$5,017
Assistant	\$2,293	\$2,832	\$3,372	\$2,398	\$2,962	\$3,527	\$2,509	\$3,098	\$3,690	\$2,624	\$3,241	\$3,859
Modified	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
Lacrosse(boys& girls)												
Varsity-Head	\$2,968	\$3,641	\$4,384	\$3,104	\$3,809	\$4,585	\$3,247	\$3,984	\$4,796	\$3,396	\$4,167	\$5,017
Assistant NEW	\$2,631	\$3,201	\$3,883	\$2,752	\$3,348	\$4,061	\$2,878	\$3,502	\$4,248	\$3,011	\$3,663	\$4,444
JV position1	\$2,293	\$2,832	\$3,372	\$2,398	\$2,962	\$3,527	\$2,509	\$3,098	\$3,690	\$2,624	\$3,241	\$3,859
Modified	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
*Modified(work varsity season)	\$1,754	\$2,022	\$2,563	\$1,835	\$2,115	\$2,681	\$1,919	\$2,212	\$2,804	\$2,008	\$2,314	\$2,933
Softball												
Varsity-Head	\$2,968	\$3,641	\$4,384	\$3,104	\$3,809	\$4,585	\$3,247	\$3,984	\$4,796	\$3,396	\$4,167	\$5,017
J.V.	\$2,293	\$2,832	\$3,372	\$2,398	\$2,962	\$3,527	\$2,509	\$3,098	\$3,690	\$2,624	\$3,241	\$3,859
8th Grade	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
7th Grade	\$1,462	\$1,826	\$2,193	\$1,530	\$1,910	\$2,294	\$1,600	\$1,998	\$2,400	\$1,674	\$2,090	\$2,510
Cheerleading												
Varsity (fall)	\$1,349	\$1,684	\$1,955	\$1,411	\$1,762	\$2,045	\$1,476	\$1,843	\$2,139	\$1,544	\$1,927	\$2,237
Varsity(winter)	\$1,500	\$1,684	\$1,955	\$1,411	\$1,762	\$2,045	\$1,476	\$1,843	\$2,139	\$1,544	\$1,927	\$2,237
J.V. (fall)	\$943	\$1,173	\$1,417	\$987	\$1,227	\$1,483	\$1,032	\$1,283	\$1,551	\$1,080	\$1,342	\$1,622
J.V.(winter)	\$1,000	\$1,173	\$1,417	\$987	\$1,227	\$1,483	\$1,032	\$1,283	\$1,551	\$1,080	\$1,342	\$1,622

Varsity Tennis	\$1,887	\$2,373	\$2,968	\$1,974	\$2,483	\$3,104	\$2,065	\$2,597	\$3,247	\$2,160	\$2,716	\$3,396
Varsity Golf	\$1,887	\$2,373	\$2,968	\$1,974	\$2,483	\$3,104	\$2,065	\$2,597	\$3,247	\$2,160	\$2,716	\$3,396
Cross Country												
Varsity-Head	\$2,968	\$3,641	\$4,384	\$3,104	\$3,809	\$4,585	\$3,247	\$3,984	\$4,796	\$3,396	\$4,167	\$5,017
Assistant	\$2,293	\$2,832	\$3,372	\$2,398	\$2,962	\$3,527	\$2,509	\$3,098	\$3,690	\$2,624	\$3,241	\$3,859
Girls Bowling	\$1,424	\$1,639	\$1,887	\$1,489	\$1,714	\$1,974	\$1,558	\$1,793	\$2,065	\$1,629	\$1,876	\$2,160
Intramurals												
Fall-18 Sessions	\$674	\$674	\$674	\$705	\$705	\$705	\$737	\$737	\$737	\$771	\$771	\$771
Winter- 22 Sessions	\$809	\$809	\$809	\$846	\$846	\$846	\$885	\$885	\$885	\$925	\$925	\$925
Spring- 18 Sessions	\$674	\$674	\$674	\$705	\$705	\$705	\$737	\$737	\$737	\$771	\$771	\$771
Flat Rate(per Session)	\$33	\$33	\$33	\$35	\$35	\$35	\$37	\$37	\$37	\$38	\$38	\$38

SPORTS SUPERVISION

	2007-2008	2008-2009	2009-2010	2010-2011
Away Supervision	97	101	106	111
Home Supervision	48	50	52	54
Ticket Seller	62	65	68	71

CLOCK OPERATORS (Per Contest)

	2007-2008	2008-2009	2009-2010	2010-2011
Basketball	41	43	45	47
Wrestling	41	43	45	47
Swimming	41	43	45	47
Lacrosse	41	43	45	47
Football	47	49	51	53
Soccer	41	43	45	47
30-Second Clock	35	37	39	41

**ARTICLE XXII
USE OF SCHOOL FACILITIES**

Section 1.0 Access

- 1.1 Teachers will have convenient access to teaching stations for purposes of preparation as deemed necessary by each teacher, with approval of the principal.

Section 2.0 Building Use

- 2.1 For public relations purposes, building facilities and grounds should be made available for recreation, youth centers, and other community activities as conveniently as possible for the groups involved, with Board approval and within Board Policy.

**ARTICLE XXIII
GRIEVANCE PROCEDURE**

Section 1.0 Definitions

- 1.1 Grievance shall be any claimed violation, misinterpretation or misapplication of the terms and conditions of employment as specified in this agreement.
- 1.2 Employee shall mean any regularly employed staff member who is encompassed within the designated and recognized unit.
- 1.3 Aggrieved person is the person or group of persons filing a grievance.
- 1.4 Party of interest shall mean any person or persons who might be required to take action or against whom action might be taken.
- 1.5 Days shall mean business days. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given.

Section 2.0 Basic Principles

- 2.1 Every employee within the unit shall have the right to present a grievance in accordance with the provisions hereof, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right, but not the obligation, to be represented by a CTA representative of his own choosing at any or all stages of the proceedings. Nothing herein shall be construed as limiting the right of any employee or the CTA having a grievance to discuss and resolve the grievance informally. However, no settlement of an informal nature shall be in contradiction to the provisions of this agreement. This procedure shall be the only grievance procedure available to persons represented by the CTA.

- 2.2 All procedures shall be confidential.
- 2.3 The settlement of grievances at the earliest possible stage and in the shortest possible period of time is to be encouraged by both parties. The number of days provided for the processing stages of the grievance procedures merely establishes maximum time limits.
- 2.4 Grievances not presented within specified time limits and in the manner prescribed at the various stages shall be deemed withdrawn with the provision that the time limits set forth herein may be extended by mutual agreement of the Board and the CTA.
- 2.5 Grievances shall be processed outside of school hours.

Section 3.0 Procedures

3.1 Level One

Step 1 Informal Presentation

An aggrieved employee, in an effort to settle the grievance quickly, shall present said grievance informally to his supervisor within 15 days after the act upon which the grievance is based becomes known or should have become known to the employee. The grievance may be presented in person, either alone, or with a representative determined by the employee.

Step 2 Formal Presentation

If the grievance is not resolved at the informal stage, the employee shall within 5 (10 days during vacation periods) days reduce the grievance to writing and transmit copies of the written grievance to the supervisor and the CTA President. The supervisor shall issue a written response to the grievance within 5 days (10 days during vacation periods).

3.2 Level Two

Within 5 (10 days during vacation periods) days after mailing or delivery to the aggrieved employee and/or his representative, of the supervisor's written response, the aggrieved employee may appeal the decision to the Superintendent of Schools. Such appeal shall be a written statement of the grievance including a summary of supportive evidence and information relating to the grievance. The Superintendent of Schools shall issue a written response to the grievance within 5 days (10 days during vacation periods).

3.3 Level Three

If an employee is not satisfied with the decision of the Superintendent of Schools, he may within 5 days (10 days during vacation periods) of the receipt of the Superintendent of Schools decision, appeal his grievance to the President of the Board. Within 10 days following receipt of the grievance, the Board shall meet with the aggrieved employee, the Superintendent of Schools, representatives of

the CTA, and interested parties for the purpose of resolving the grievance. In no instance shall the Board in the case of multiple grievances meet more often than at 10 day intervals to process multiple and/or simultaneous grievances.

3.4 Level Four

If no decision has been rendered by the Board within 10 days following the hearing by the Board, or if the decision rendered is unacceptable to the employee, the employee may submit said grievance to arbitration

Unless the CTA has approved and supported the employee's request for arbitration, the employee may not go to arbitration. His recourse shall be through the public courts and any expenses incurred shall be borne by the employee.

3.5 A separate arbitrator will be selected for each such grievance. Grievances shall not be combined so that more than one grievance is heard by a single arbitrator without the mutual consent of the involved parties.

3.6 If the President of the Board and the employee or his representative cannot agree upon a local arbitrator within 10 days following the request for arbitration, the two parties shall jointly submit the grievance to arbitration under the rules of the American Arbitration Association then in effect.

3.7 The selected arbitrator shall confer with such parties as deemed necessary under procedures established by the arbitrator. Within 20 days following the close of hearings or, if an oral hearing has been waived, then from the date on which the final statements and proofs are submitted to him, the arbitrator shall render a decision.

3.8 The arbitrator will set forth, in writing, findings of fact, reasoning, and conclusions on the said grievance. Decision(s) shall be final and binding on both parties. The arbitrator shall not have power to make any decision which violates existing law or contradicts the provisions, requirements, and language of this agreement; nor shall the arbitrator have the power to modify or change the language of provisions of existing contracts.

Section 4.0 Costs of Arbitration

4.1 The fees and expenses of arbitration, if any, shall be shared equally by parties of interest. Costs or fees arising from either parties desire for witnesses shall be paid solely by the requesting party.

ARTICLE XXIV MISCELLANEOUS

Section 1.0 Contract Agreement

1.1 This agreement constitutes the full and complete agreement of the parties and

may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this agreement. The CTA agrees that all negotiable items have been discussed during the negotiations leading to this agreement, and agrees that negotiations will not have to be reopened on any item whether contained in this agreement or not.

- 1.2 The invalidity of any provision hereof shall not affect, impair, or invalidate the remainder but shall be confined to such provision directly involved in the controversy in which such validity was determined.
- 1.3 Nothing herein contained is intended, nor shall it have the effect of abridging or violating the rights and obligations according to, or imposed upon the respective parties by the Education Law of the State of New York.
- 1.4 The District maintains all rights and privileges not expressed in this contract.

Section 2.0 Discrimination Prohibition

- 2.1 The CTA warrants that there is no discrimination in the Carthage Teachers' Association race, sex, color, national origin, disability, sexual orientation or creed. The CTA further warrants that membership in, advancement within, or effective participation by any member is not influenced in any manner by these considerations.

Section 3.0 Contract Distribution

- 3.1 Copies of the final contract will be reproduced at the expense of the Board and presented to all staff members now employed or hereafter employed by the Board through the duration of this contract.

Section 4.0 Attendance at Board Meetings

- 4.1 Professional staff, including designated CTA members, are always welcome to attend Board meetings. They shall be given an opportunity to voice their opinion(s) and/or participate in discussions if the need arises.

Section 5.0 Professionalism - Shared Responsibility

- 5.1 It is a teacher's legal obligation and professional responsibility to secure and maintain certification. Further, it is an inherent part of the profession of teaching to continually seek a broader base of knowledge and a more effective use of individual teaching skills. These obligations and professional goals are each teacher's personal responsibility.
- 5.2 The Board desires to support this level of professionalism in the instructional staff. As a consequence, the Board, as detailed in Article XIX: Salary, will lend supportive financial aid in the form of a monetary allowance for completed hours beyond the bachelor's degree.

- 5.3 As terms for this financial support, the Board requires that any graduate courses for which this financial aide is sought must have prior Superintendent's approval, be educationally relevant content, and be successfully completed.

ARTICLE XXV RETIREMENT INCENTIVE

Section 1.0 Retirement Incentive: Option #1

- 1.1 A teacher who is age eligible to retire, pursuant to TRS Rules and Regulations, and who has ten (10) years of service as a teacher in the Carthage Central School District is eligible for a retirement incentive payment of ten thousand dollars (\$10,000), when the following conditions are met:
- a. The eligible teacher must submit an irrevocable letter of resignation for retirement purposes to the Superintendent of Schools by March 1, with an effective retirement date of June 30, in the school year they first become eligible for retirement.
 - b. All teachers who are eligible for this Incentive will be notified by the District by May 1, the school year prior to their eligibility to retire. This notification will come from the Superintendent's office.
 - c. The Retirement Incentive payment will be paid through the District's 403(b) deferred compensation plan.
 - d. The Superintendent of Schools will notify the CTA President by March 15 of the names of the teachers who submitted timely letters of retirement under this option.
 - e. The refusal to grant the Retirement Incentive to teachers who have not accepted it when identified as eligible shall be non-grievable.
 - f. Once a teacher has submitted his/her letter of intent to retire to the Superintendent of Schools, the Superintendent may ask the teacher to rescind the letter and stay on as a teacher for a period of one, two, or three years. The decision of the Superintendent of Schools to ask a teacher to stay, or not to ask a teacher to stay, is not grievable.
 - g. If a teacher decides to remain, after being requested to do so by the Superintendent, the teacher must agree to teach for the period requested, but not more than three additional school years. In consideration for teaching the additional year(s), the teacher will be paid one thousand dollars (\$1,000) in addition to his/her salary for each of the additional years. During the last year of the additional teaching year(s), the teacher must submit his/her resignation in accordance with other language in this agreement. He/she will be eligible for any Retirement Incentive payment in

addition to his/her accumulated sick leave.

- h. Retirement Incentive language does not apply to Registered Nurses or Certified Teaching Assistants.

Section 2.0 Retirement Incentive: Option #2

- 2.1 A teacher who is age eligible to retire, pursuant to TRS Rules and Regulations, and who has fifteen (15) years of service as a teacher in the Carthage Central School District is eligible for a retirement incentive payment of twenty thousand dollars (\$20,000), when the following conditions are met:
- a. The eligible teacher must submit an irrevocable letter of resignation for retirement purposes to the Superintendent of Schools at least one year (12 months) prior to a June 30 retirement date.
 - b. All teachers who are eligible for this Incentive will be notified by the District by May 1, the school year prior to the notification date required in (1) above.
 - c. The Retirement Incentive payment will be paid through the District's 403(b) deferred compensation plan.
 - d. The Superintendent of Schools will notify the CTA President of the names of those teachers who submitted timely letters of retirement under this option.
 - e. The refusal to grant the Retirement Incentive to teachers who have not accepted it when identified as eligible shall be non-grievable.
 - f. Once a teacher has submitted his/her letter of intent to retire to the Superintendent of Schools, the Superintendent may ask the teacher to rescind his letter and stay on as a teacher for a period of one, two, or three years. The decision of the Superintendent of Schools to ask a teacher to stay, or not to ask a teacher to stay, is not grievable.
 - g. If a teacher decides to remain, after being requested to do so by the Superintendent, the teacher must agree to teach for the period requested, but not more than three additional school years. In consideration for teaching the additional year(s), the teacher will be paid one thousand dollars (\$1,000) in addition to his salary for each of the additional years. During the last year of the additional teaching year(s), the teacher must submit his resignation in accordance with other language in this agreement. He/she will be eligible for any Retirement Incentive payment in addition to his/her accumulated sick leave.
 - h. Retirement Incentive language does not apply to Registered Nurses or Certified Teaching Assistants.

- I. Teachers are eligible for Option 1 or Option 2 retirement incentive benefits, not both.
- II. A teacher who receives a Retirement Incentive under Option 1 or 2 above will also be eligible to receive payment for unused sick leave at \$30/day, to a maximum of 275 days. Payment for unused sick leave will be paid through the District's 403(b) deferred compensation plan.
- III. Any teacher who does not take Option 1 or 2 in the first year eligible will no longer be eligible for a retirement incentive.

ARTICLE XXVI EVALUATION OF TEACHERS

The District and the CTA agree to create an ad hoc committee to review and revise the teacher evaluation process and evaluation instruments. The ad hoc committee will have its first meeting by October 1, 1999 and will issue a report to the CTA President and the Superintendent of Schools by March 1, 2000. The committee will be comprised of six teachers selected by the CTA and three administrators selected by the Superintendent.

The parties (CTA and District) agree that the "Evaluation of Teachers" Addendum to the contract will be revised. This revision will reflect the Components of the Annual Professional Performance Review proposed by the State Education Department. The District reserves the right to establish performance standards and criteria for all its employees.

The Annual Performance Review will be based upon the following criteria:

1. Content Knowledge

The teacher possesses and demonstrates thorough knowledge of content and effective presentation skills. Lesson structure and presentation reveal a breadth and depth of content knowledge appropriate to subject and grade level. Familiarity with and use of appropriate resources are demonstrated; instruction is aligned with the Standards.

2. Preparation

The teacher demonstrates knowledge of pedagogy in lesson planning. Lessons reflect curriculum and are aligned with district goals and Standards. Learning goals are challenging, but attainable. A variety of teaching strategies is planned, with contingencies for modification and adjustment if needed. The teacher demonstrates knowledge of student development and uses varied and developmentally appropriate instructional materials and strategies for the benefit of all students.

3. Instructional Delivery

The teacher's instructional delivery is characterized by active student involvement; positive and frequent teacher/student interactions; meaningful instructional lessons; and clear instructional goals. The teacher communicates clearly and employs sound questioning techniques with appropriate follow-up, designed to engage students in an analytical approach to learning. Feedback is timely and content-focused. The teacher demonstrates flexibility and responsiveness in lessons and encourages persistence in learning pursuits.

4. Classroom Management

The teacher establishes a physical environment conducive to learning and student safety. Classroom procedures for such things as beginning and ending the school day, activity transition and rules for student to student interaction are clearly presented and consistently applied. Materials are appropriate to age and curriculum. The teacher

effectively uses and allocates instructional time; distractions or diversions to student time on task are minimized. The teacher demonstrates understanding and use of effective student behavior management techniques and is able to maintain an orderly classroom where learning can take place.

5. Knowledge/Appreciation and Student Development and Diversity

The teacher exhibits knowledge of students' cultural and linguistic backgrounds and demonstrates an appreciation of students' differences. The teacher is sensitive and caring to the needs of children and families; possesses a depth of understanding of student developmental stages and demonstrates application of this understanding in planning and delivery of instruction. Teaching is characterized by a variety of developmentally appropriate instructional strategies.

6. Assessment

The teacher communicates learning goals to students; and uses a variety of means and instruments, including instruction-embedded assessment, to assess student achievement of learning goals and attainment of the Standards. The teacher can explain and show evidence of using student performance data in planning instruction. Records of student performance are up to date and comprehensive. The teacher involves students assessing their own learning.

7. Collaboration

The teacher maintains on going learning-centered communication with families of students and demonstrates recognition of family members and caregivers as partners in the educational process. The teacher engages in professional conversations about student learning; supports peers in skill development through such activities as lesson modeling; observes and reflects on lessons and student performance. The teacher participates in school and district teams and committees as appropriate. The teacher's interactions with students are respectful and appropriate to the situation. The teacher demonstrates a sense of responsibility to all students and fellow educators in the school and district.

8. Teacher Improvement Plan

The Teacher Improvement Plan is a plan of action to help teachers who have low Expectations on their APPR. The plan is developed by the District and reviewed with the teacher found to have the Below Expectations performance.

TIPs are intended to help teachers with professional performance. The responsibility of providing help for the teacher is with the District.

If the teacher agrees to allow the Administrator to notify the CTA President that they have received a TIP, it will be done in a timely manner.

The attached form will be used in the development of the Teacher Improvement Plan.

CCSD Teacher Improvement Plan

Teacher _____

District Rep _____

Meeting Date _____

1. Identification of the specific behavior to be changed.

2. The link to the criteria in the district APPR plan.
 - a. What does the teacher have to change?

 - b. What evidence will demonstrate that the teacher has changed?

3. A timeline for accomplishing the change, with intermediate benchmarks.

4. A statement of what the teacher agrees to do to make the required change.

5. A statement of who will support the teacher and monitor progress in the change effort.

6. Identification of the multiple resources to help the teacher: (teachers, teacher center, BOCES etc.)

7. Release time for courses, workshops and observation.

Required Signatures:

Teacher _____

District Rep _____

**ARTICLE XXVII
AGREEMENT**

This agreement shall be effective July 1, 2007, and shall continue in full force and effect until June 30, 2011.

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

WHEREFORE, the parties hereto have set their hands and seals this 24 day of July 2007.

Carthage Central School District



Carl H. Militello
Superintendent of Schools

Carthage Teachers' Association



Patricia Sheehan
President

**Memorandum of Agreement
Between
Carthage Central School District
And
Carthage Teachers' Association**

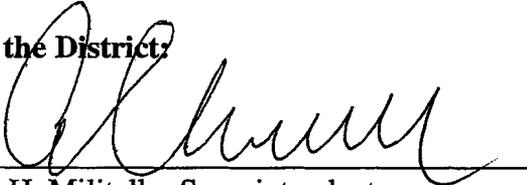
In the current negotiated contract between the District and the CTA, two additional days were added to the work year. Due to an oversight the total days for nurses was not increased as we intended by both parties.

Therefore, both parties agree that Section 8.1, on page 19 of the contract shall read:

For the nurses, the work year is set at 187 days, plus additional days requested by the CSO. Thanksgiving Day and Christmas Day shall be part of the work year. Nurses, when requested to work in addition to the 187 days by the CSO, will be paid at their calculated per-diem rate or on a pro-rated share thereof.

This agreement shall be effective July 1, 2007, and shall continue in full force and effect until June 30, 2011.

For the District:



Carl H. Militello; Superintendent

For the Association:



Patricia Sheehan; Association President

Date: 9/18/07

Date: 9/18/07