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AGREEMENT
between the
BOARD OF EDUCATION
of
COMMACK
UNION FREE SCHOOL DISTRICT



and the
COMMACK TEACHERS
ASSOCIATION



July 1, 2008 - June 30, 2011

**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
COMMACK UNION FREE SCHOOL DISTRICT
and the
COMMACK TEACHERS ASSOCIATION**

**MEMBERS OF
THE BOARD OF EDUCATION**

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COMMACK TEACHERS ASSOCIATION**

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GERALDINE GAZZO, Executive Vice President
JOHN MURRAY, Treasurer
BARTON AYRES, Secretary
TRISTRAM STEWART, Negotiations Chair

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**ARTICLE I
RECOGNITION, SUB-CONTRACTING**

1.01 The Board of Education (“the Board”) hereby recognizes the Commack Teachers Association (“the CTA”) as the exclusive negotiating representative for an appropriate employer-employee negotiating unit including all classroom teachers, special subject teachers, including librarians, summer school teachers, special education teachers, speech teachers, reading teachers, nurse teachers, lead teachers, attendance teachers, teachers of the homebound, trade license teachers, laboratory assistants, psychologists, social workers, guidance counselors, inter-scholastic coordinators, coaches and deans of discipline, both tenured and probationary (“the teachers”), teacher assistants, preferred substitutes, and nurses, excluding all other employees.

1.02 During the term of this Agreement, there will be no sub-contracting of any work presently being performed by members. The District understands sub-contracting to refer to the use of private learning corporations to provide teaching services and reaffirms its intent to make no use of such organizations during the period of this agreement. This article will not affect the District’s right to use all means to obtain qualified people for home teaching, as per Article XV of this agreement.

**ARTICLE II
NO STRIKES OR WORK STOPPAGES**

2.01 The CTA and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means, without interruption of the school program. The CTA therefore agrees that there shall be no strikes, work stoppages or other concerted refusal to perform work by the members and no instigation by the CTA or its agents or representatives.

**ARTICLE III
RIGHTS AND RESPONSIBILITIES OF THE CTA**

3.01 Members shall be entitled to full rights of citizenship and no religious or legal political activities of any member, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such member.

The CTA and the Board agree that there shall be no discrimination on the basis of race, color, creed, age, sex or marital status.

3.02 The CTA shall have the use of the bulletin boards in the faculty rooms and/or lunchrooms. Where no such room exists, space for hanging a bulletin board will be provided. The CTA shall have the right to use the members’ mail boxes for the dissemination of CTA-authorized information. In the spirit of good communication, the CTA will supply copies of such information to the Superintendent and Building Administrators.

3.03 a. 1. Teachers unit shall be accorded the privilege of payroll deductions for the Commack Teachers Association and its affiliated organizations, health and dental insurance, an elected tax sheltered annuity plan, auto insurance, Flexible Benefits Plan, and one further mutually approved deduction. In the event that the payment received by the employee exceeds deductions already made, the District will deduct the difference from the employee's last paycheck for the Flexible Benefits Plan.

2. The District agrees that no later than the second pay period after the start of the school year or after the effective date of employment, it will deduct each month from each non-member of the CTA a service charge toward the administration of this agreement and the representation of such non-member provided that each non-member will have available to him or her membership in the CTA on the same terms and conditions which are available to every other member of the union. The CTA shall notify the District of the amount of such service charge which in no case shall be greater than the dues paid by members.

b. The tax sheltered annuity policy is set forth in Appendix J.

c. Names and assignments of members added or deleted from the regular payroll will be forwarded to the CTA treasurer within ten working days. This applies to changes within the school year.

d. The District shall provide \$2000 per year (non-cumulative) in vandalism coverage. This coverage shall apply to damages due to provable vandalism that occurs on school grounds. A claim on this fund must be approved by the CTA and the Associate Superintendent.

3.04 CTA officers and representatives, when visiting district schools, shall inform the office of their presence.

3.05 The CTA will be responsible for providing its own office space and equipment and may use the school buildings by following the procedures required of any community group wishing to use the buildings.

3.06 a. The President of the CTA shall substitute sixty days per school year, the dates of which will be agreed upon during the course of the year. The CTA shall reimburse the District for 30% of the President's salary inclusive of any differential, but exclusive of all other compensation.

b. The Executive Vice President of the CTA shall be reassigned for 120 days per school year either as a substitute or in some other capacity at the discretion of the Superintendent or his/her designee.

c. The CTA President and Executive Vice President, when they leave office, will be reassigned to the school most recently serviced, prior to their attaining their respective office. In the event school closings or other unforeseen obstacles prevent such assignments, the administration will consult with CTA on appropriate placement.

d. Members of the CTA Executive Board (Vice president, Treasurer and Secretary) will not be required to perform a building duty assignment.)

e. The Grievance Chairperson will be released for one half day per week according to a schedule to be agreed upon between the chairperson and his/her principal. The Grievance Chairperson, when a secondary teacher, will be released for the equivalent of one-half day per week according to a schedule to be mutually agreed upon. If the Grievance Chairperson is an elementary teacher, all contractual released time shall be placed at the end of the day. The Negotiations Chairperson will not be required to perform a building duty assignment; his/her schedule will be so arranged as to place this unassigned time at the end of the teaching day. The CTA Treasurer will be released for one period per day.

f. The CTA chief building representative at the middle school and high school level will be relieved of any building duty assignment.

3.07 The District may, at its discretion, institute a direct deposit program for all payrolls. In the event that the District elects to do so, members of the CTA may elect to have deposits directed to a recognized banking institution of their choice.

ARTICLE IV SCHOOL CALENDAR

4.01 The school calendars will be set forth in Appendix A-1, A-2, A-3.

4.02 Any calendar day for which the District does not receive state aid after having applied to the Commissioner for credit may be made up in the last school week in June.

4.03 Teachers may be required to attend up to four full days of professional development workshops during the summer of their first year and up to two days during the summer of their second year of employment in the district without additional remuneration.

4.04 A workshop and orientation program will be provided to all new nurses.

4.05 Teacher assistants may be required to attend up to 2 full days of specialized teacher assistant professional development during the summer of their first year of employment in the school district without additional remuneration. If that teacher assistant is subsequently appointed as a teacher in Commack, he/she may be required to attend up to 4 days of specialized teacher staff development in the summer of his/her first year of appointment and 2 days in the second year without additional remuneration.

4.06 The District and the CTA will collaborate on the content of the orientation.

ARTICLE V
WORK DAY, PREPARATION TIME, PROFESSIONAL PERIOD AND
FACILITIES

5.01 a. Teachers shall make provision for effective instruction by arriving each school day at their assigned building at a time adequate to make preparation for their professional duties and responsibilities and shall remain for a period of time after the dismissal of the student body until professional duties and responsibilities are completed. In no event, however, shall a teacher's mandatory work-day, as defined above, exceed 7 hours.

b. Management agrees to provide some quiet time to elementary teachers before class to set up and arrange classrooms. There is a clear understanding that all children in buildings are a joint responsibility of all teachers. Students will not be admitted to the classroom prior to fifteen (15) minutes before the beginning of the regular instructional day. In the event of inclement weather, students will be supervised in the central hallway by teachers on bus duty or an additional teacher, if numbers require it. CTA representatives in each school may make recommendations to individual principals after reviewing the management proposals to accomplish these ends.

c. A nurse shall not be required to work in excess of 7 consecutive hours without payment of overtime.

1. Overtime to 40 hours computed at regular salary.
2. Over 40 hours computed at the rate of 1 1/2 times the Nurses' annual salary.

5.02 a. Each primary and intermediate teacher shall have a duty-free lunch period of 45 minutes duration, no part of which shall be considered preparation time. Each teacher's lunch period shall be scheduled during the regular lunch hours.

b. Each middle and high school teacher shall have a duty-free lunch period equivalent to the length of one class period.

c. The lunch period of any nurse assigned to the K-5 level shall be 45 minutes long. For a nurse assigned to the MS or HS, this lunch period shall be the length of a normal period in the school schedule.

5.03 a. In order to facilitate scheduling the attendance of general education teachers, as required by the regulations of the Individuals with Disabilities Act (IDEA), at Committee on Special Education (CSE) meetings, the Board of Education of the Commack Public Schools and the Commack Teachers Association (CTA) have reached agreement on the following points:

1. Whenever possible, general education teachers will not be required to attend such meetings during their regularly scheduled preparation period.

2. As such, building level administrators/supervisors will exhaust every remedy before scheduling teachers' attendance at such meetings during their preparation period.

3. The scheduling of CSE's is complex and, therefore, the following may cause teachers' preparation periods to be rescheduled:

a) a meeting must be rescheduled on short notice;

b) teachers are detained at such meetings; or

c) after all options have been explored, no alternative was found.

4. On those occasions when teachers' preparation periods must be rescheduled, the following shall occur:

a) a different preparation period is to be provided by the building administrator/supervisor; and

b) the building administrator/supervisor is to inform the CTA building representative of the requisite change in schedule.

5. In all cases, every teacher will have a daily preparation and lunch period.

5.04 a. All middle and high school teachers shall, in addition to their lunch period, have at least one (1) preparation period each day, during which they shall not be assigned to any other duties.

b. Preparation time for primary & intermediate teachers will be a minimum of two (2) hours and thirty (30) minutes per week.

c. At the primary and intermediate levels, teachers may leave their class when their class is under the supervision of the computer teacher assistant in the computer lab. The teacher must supply the computer assistant with the lesson plan for the computer lab that day and remain available in the building.

d. Every effort will be made to equalize preparation time between primary and intermediate teachers. Management agrees to make every effort, consistent with academic efforts, to try, whenever possible, to provide a minimum of thirty (30) minutes per day preparation time for each primary and intermediate level teacher. CTA representatives in each school may make recommendations to individual principals after reviewing existing teacher loads.

e. When specialists are working with classes, preparation time will not be counted unless the specialist is working with the entire class.

5.05 a. Middle and high school teachers shall not be assigned more than five (5) teaching periods per day with the following exceptions:

1. Teachers of middle school and high school Regents science courses and high school math labs may be assigned to more than five (5) periods per day due to the laboratory requirements of such courses. Math or science teachers having more than 25 class periods per week shall receive a sixth period stipend prorated to the number of periods in excess of 25 per week. No math or science teacher may be assigned more than 30 class periods per week.

2. In the event of the creation of new courses requiring more than twenty-five (25) teaching periods per week, labs included, no non-teaching duties shall be assigned, except that the teacher assigned to twenty-six (26) teaching periods may be assigned to one non-teaching duty period per week.

3. The District shall have the prerogative to assign the teaching of a sixth instructional assignment in all areas of tenure, K-12 and 7-12, for all classes that would require the hiring of a part-time teacher. Volunteers will be given first preference for these assignments. If there are no qualified volunteers, the District will have the prerogative of assigning a sixth period of instruction to teachers within their designated tenure area. In making this assignment, the District shall give consideration to past performance, qualifications and the suitability of the individual for the assignment. During the length of this contract, those with sixth period assignments will receive the stipend listed below for a full one-period, five day per week assignment. Any teacher who is assigned a sixth period will not have a duty assignment. Math classes with labs at the Middle School will fall under this sixth teaching period provision.

For all years of the agreement the full 6th period stipend for all teachers with a Masters Degree shall be 1/5th of the salary amount shown on the current salary schedule for MA step 1. The stipend for a teacher without a Masters Degree shall be 1/5th of BA step 1.

4. Where block schedules exist, the District shall have the prerogative to modify a teacher's schedule so long as the average of the alternate day assignment is not in excess of contract provisions cited above.

b. Administration shall make every effort to avoid the assignment of teachers to more than three consecutive classes and or duty periods. If more than three in a row are required the administration will consult with the CTA and consider alternate proposals that are made. Administrative schedules are to be made available before the closing of school, but in no event later than 30 days before the re-opening of school.

c. Courses involving separate, distinct, or modified curriculum are considered separate preparations. Additionally, classes involving team-teaching, or cooperation with another instructor such as an integrated setting, should also be considered a separate preparation. Every effort will be made to provide common planning time for teachers in an integrated setting.

d. Middle and high school teachers, including teachers who are assigned to more than one building, shall not be required to make more than three teaching preparations within the meaning of 5.05c. If the administration believes that circumstances require additional preparations, the administration will consult with CTA and will consider alternate proposals made by the CTA.

e. The assignment of teachers to two (2) preparations will be encouraged wherever curricular offerings and staffing alternatives permit.

f. The stipend for a second duty period in place of a professional period is set at 1/2 of the sixth period stipend as indicated in 5.05a.3. of this agreement.

5.06 a. Primary and intermediate level teachers will be assigned a professional period before the arrival of or after the dismissal of the student body.

b. All K-5 teachers will have a professional period which will be used to:

- Plan lessons for students in Reading and Resource Room;
- Plan lessons with special education teachers for mainstreamed and/or integrated setting;
- Meet with school psychologists, social workers, etc. to develop plans for students who are served by the student services staff or other professional activities as approved by the Professional Council.

c. All Middle and High School teachers will be assigned a professional period if the building to which they are assigned adopts a 9 or 10 period schedule.

d. The tasks assigned to Middle and High School teachers during their professional period will be determined by the administration. Professional period tasks may include learning lab tutorials, professional training, mentoring, in-house professional meetings, curriculum development activities, or other activities to be approved by the Professional Council. No written product will be required from these activities. Learning lab tutorials are not to be considered an additional preparation. Teachers with regular teaching schedules will not receive formal classroom evaluations in tutorial periods. The responsibility of teachers in learning labs will be to take attendance, provide tutoring for students and maintain a student portfolio. Learning lab sections will not exceed ten (10) students who may be assigned for a specific period of time. Those teachers who are assigned to six (6) teaching periods will not be assigned to tutorials as part of their professional period.

Mandatory tutoring assignments (learning lab) shall not normally occur during a teacher's professional periods more than one-third of the time during a three-year period. Should an extraordinary situation cause the need for additional tutoring assignments, the CTA will be consulted prior to the determination of these assignments.

e. Assignment of teachers to the learning lab during their professional periods will, whenever possible, be made in the area(s) of the teacher's certifications, and in consultation with the CTA President.

f. The CTA and the District agree to diligently work toward honoring the original intent of the professional period and to seriously consider the time demands that are placed on teachers when considering limits on administrative requirements during professional period.

5.07 a. All teachers will be expected to spend professional periods involved in activities approved by the parties' collective bargaining agreement and the Professional Council. All teachers will report the intended use of their professional periods to the building principal on October 1 and February 1 of each year.

b. At the high school, teachers **may** be assigned **up** to a maximum of 61 labs per year. If they have 1st period Community Service responsibilities, they can be assigned up to a maximum of 51 Learning Lab assignments per year. The building administration can assign professional period responsibilities for a maximum of 30 periods per year. Teachers will decide the remaining 91 periods of professional activities as per the parties' collective bargaining agreement and the Professional Council list of approved professional activities.

c. At the middle school, teachers **may** be assigned **up** to a maximum of 91 labs per year. The remaining 91 professional periods will be determined and scheduled by the teachers as per the parties' collective bargaining agreement and the Professional Council list of approved professional activities.

d. Teachers in grades 6-12 who voluntarily accept a second duty assignment during their daily professional period to work in the dean's office, internal suspension/time-out room, or cafeteria will be paid a stipend equal to 1/2 of the sixth period rate (BA step 1) as indicated in article 5.05f. of this agreement.

5.08 The instructor rate for all District and Commack Teacher Center in-service courses shall be \$85.00 per hour, which shall be indexed at the contractual rate for all years of the contract after 2008-09.

5.09 When training of professional staff is required outside the normal workday, the hourly stipend will be:

| 2008-09 | 2009-10 | 2010-11 |
|----------------|----------------|----------------|
| \$45.32 | \$46.82 | \$48.41 |

5.10 a. The Board agrees to maintain faculty rooms. However, in the event that non-instructional space is required for instructional use, the Building Principal shall meet with the CTA Building Committee to discuss a possible solution to the problem. Such discussions will also take place with regard to any possible changes in faculty facilities. The role of the teachers in these discussions will be that of consultants. The Superintendent of Schools shall have the right of final decision. It is recognized that the faculty is a concerned party and its opinion shall be given careful consideration.

b. In the middle and high schools, adequate work space that includes access to a phone and computer will be provided for teachers.

5.11 a. The Building Principal shall seek staff input for scheduling preferences, but he/she shall retain the right to do scheduling based on program needs. Final schedules will be provided to the building representatives.

b. Whenever possible, teachers will be advised of their teaching schedules for September prior to the close of school in June.

c. Each nurse shall have a relief break in the morning and in the afternoon at times indicated by the building administration.

5.12 For the purpose of equitable rotation of class coverage in emergencies in the middle and high schools, a roster of teachers will be prepared and maintained by the Principal and made available by him/her to the Chief Building Representative.

5.13 In the event that the District determines that no substitute is available for class coverage on a given day, teachers will cover classes using their professional period or duty period as directed by the building principal. All teachers will provide up to a maximum of 2 periods for this class coverage per school year with no additional compensation. Teachers may be asked to substitute for no more than one period on any given school day. In all cases, an individual must make assignments in a supervisory capacity that is authorized to make such assignments.

Teachers Assistants who are assigned as substitutes to cover individual classes will be paid the difference between their prevailing teacher assistant salary and the prevailing BA Step 1 salary divided by 200, divided by 5 (1/5 per class or duty per day). A substitute for the teacher assistant will be provided.

**ARTICLE VI
ALTERNATIVE HIGH SCHOOL**

6.01 The district may elect to run an Alternative High School. If an Alternative High School is conducted after the regular school day, staff members will be afforded the first opportunity to participate. Staff will be selected by the administration with seniority as a factor. If no qualified staff members express an interest, the District may hire out of district.

6.02 The value of the scale unit for Alternative High School compensation is:

Lead Teachers, Teachers, and Counselors:

| | | |
|----------------|----------------|----------------|
| 2008-09 | 2009-10 | 2010-11 |
| \$1,797 | \$1,857 | \$1,920 |

Teacher Assistants:

| | | |
|----------------|----------------|----------------|
| 2008-09 | 2009-10 | 2010-11 |
| \$862 | \$891 | \$921 |

This scale point value shall be indexed for every year of the contract.

| | |
|---|----------------|
| Lead Teachers. | 12 scale units |
| Teachers who work two nights a week. | 8 scale units |
| Teachers/Counselors who work one night a week | 4 scale units |
| Teacher Assistants who work one night a week. | 3 scale units |

6.03 Staff receiving an assignment of more than one night per week will have no duty assignment during the regular school day and will not be required to report to school before the end of the first period. Staff receiving a one-day per week assignment will have no duty assignment for one-half year and will not be required to report prior to the end of the first period in the semester that duty is waived.

6.04 In the event that the A/B schedule is utilized in the future, the counselor or counselors and teacher assistants will work the equivalent of two and one-half sessions per week.

**ARTICLE VII
TEACHERS' SALARY SCHEDULES AND FEATURES**

7.01 The 2008-09, 2009-10, 2010-11, teachers' salary schedules will be set forth in Appendices B-1, B-2, and B-3. All members of the bargaining unit will be paid in accordance with these schedules.

7.02 Salary features will be as set forth in Appendix C.

ARTICLE VIII
GROUP INSURANCE PROGRAM

8.01 The Board shall maintain a Group Medical, Excess Major Medical and Dental program. Unit members shall pay 16% of the total premium plus 25% of any premium increase during the three years of this agreement. A summary of these plans will be provided to all members as per past practice.

8.02 Unit members who are eligible for family coverage but elect individual coverage will receive \$2000 per annum; Unit members who are eligible for family coverage but decline coverage will receive \$4000 per annum; Unit members who are eligible for individual coverage but decline coverage will receive \$2000 per annum. All buybacks include both medical and dental coverage. In order to qualify for the district buyback, a member must be in the program for one calendar year at the higher level.

8.03 The Board shall maintain the present disability and life insurance program. A summary of these plans is set forth in Appendix D.

8.04 a. The Board shall pay 100% of the individual or 35% of the family premium cost of the plan provided in 8.01, excluding dental coverage, for a retired member. When the retired member attains age 65, the coverage will become 50% of the individual or 35% of the family premium cost. The retired member shall have the option at his/her own expense, to elect the dental coverage.

b. 1. The term “Retired Teacher” and/or “administrator” means a teacher who is actually receiving retirement benefits from the N.Y. State Teachers Retirement System.

2. The term “Retired Nurse” means a nurse who is actually receiving retirement benefits from the New York State Employees Retirement System.

c. The provisions of this section 8.04 apply only to members having at least 10 years of service in the district.

8.05 The CTA and the Board will undertake a program for employee assistance and refer cases to an outside agency. The expense shall not exceed \$12.00 per member of the bargaining unit in each year of the contract.

8.06 Nurses shall be provided, at the Board’s expense, with a malpractice insurance policy with a minimum coverage of \$100,000.

ARTICLE IX
GUIDANCE COUNSELORS SALARY AND CONDITIONS

9.01 The Board shall:

a. Employ guidance counselors for not less than five (5) days during the week immediately preceding the school year or during the week immediately following the school year, as the need arises. These days will occur beyond the teachers' school year and shall be paid for at the rate specified in b. below.

b. Employ counselors during the summer months (July and August) as the need arises. Counselors so employed shall be paid 1/200th of their salary specified in the then current schedule for each day worked. Counselors to be so employed shall be notified by May 1 of each year.

c. Establish a maximum 350 student-counselor ratio with lower caseloads in cases of additional duties.

d. Make equitable caseloads in equivalent grade level assignments regardless of building assignment.

e. Encourage counselors at all schools to attend workshops in keeping with their duties and interests. In-service credits for such workshops shall be granted upon submission of request to and upon approval in advance by the Superintendent of Schools.

f. Counselors are entitled to a lunch, prep period, professional period and may be assigned a duty period.

ARTICLE X
FAMILY AND CONSUMER SCIENCE AND
TECHNOLOGY TEACHERS

10.01 For purposes of proper maintenance of tools and equipment, of improving safety conditions, of constructing teaching aids, and the like, a maintenance period, instead of a building assignment, will be provided at the rate of one such period per day for one teacher at the middle school. One such period per day for two teachers will be provided in technology and one such period per day will be provided in family and consumer science in the high school. The maintenance periods in each of these departments will be rotated among the teachers in each department on an annual basis.

10.02 a. The Board shall provide one pair of industrial style prescription safety glasses for each technology teacher requiring them and shall provide a new pair of industrial style prescription safety glasses whenever the need for the new eyeglasses is documented. Purchase, repair or replacement of these glasses will be at the expense of the District, which will designate the sole vendor for these purposes.

b. The benefits of section 10.02a, above will accrue to the secondary school art teachers assigned courses in ceramics and/or sculpture.

ARTICLE XI
LEAD TEACHERS, TEACHING ASSISTANTS, PREFERRED SUBSTITUTES,
ATHLETIC PROGRAM ASSISTANTS,
NURSES AND LEAD NURSES

11(A).01 All lead teachers will, in addition to their normal salaries, be compensated in accordance with the following schedule:

| Step | 2008-09 | 2009-10 | 2010-11 |
|-------------|----------------|----------------|----------------|
| 1 | 2,983 | 3,081 | 3,186 |
| 2 | 3,585 | 3,704 | 3,830 |
| 3 | 4,081 | 4,216 | 4,359 |
| 4 | 4,780 | 4,938 | 5,106 |
| 5 | 5,374 | 5,551 | 5,740 |

.02 Lead teachers shall not be given any homeroom or building assignment.

.03 Any lead teacher required to observe teachers or to write reports of those observations, within the meaning of the Evaluation Process described in Article XXII, shall be removed from the unit subject to this Agreement.

.04 Lead teachers at the secondary level may be required to review lesson plans of probationary teachers in their departments and discuss them on a collegial basis. In return, lead teachers will receive a 15% differential for one probationary teacher, 20% for two, and 25% for three or more probationary teachers assigned to their departments. The differential is based on that lead teacher's position on salary schedule 11(A).01.

.05 Lead teachers will not insert written comments in plan books or grade books and will not participate in the end of the year evaluations of teachers.

11(B).01 A teaching assistant is appointed by a board of education to provide, under the general supervision of a licensed or certified teacher, direct instructional service to students.

Teaching assistants assist teachers by performing duties such as:

- Working with individual pupils or groups of pupils on special instructional projects;
- Providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;
- Assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
- Utilizing their own special skills and abilities by assisting in instructional programs;

- Managing records, materials and equipment;
- Supervising students and performing such other services as support teaching duties when such services are determined and supervised by teachers;
- Assisting in related instructional work as required.

.02 All teacher assistants will be compensated in accordance with the following schedule. Placement on step will be determined by experience as a teacher assistant only.

| Step | 2008-09 Salary | 2009-10 Salary | 2010-11 Salary |
|-------------|---------------------------|---------------------------|---------------------------|
| 1 | 29,938 | 33,400 | 34,536 |
| 2 | 30,978 | 34,560 | 35,735 |
| 3 | 32,025 | 35,728 | 36,943 |
| 4 | 33,067 | 36,891 | 38,145 |
| 5 | 34,112 | 38,056 | 39,350 |
| 6 | 35,097 | 39,156 | 40,487 |
| 7 | 36,619 | 40,854 | 42,243 |
| 8 | 36,619 | 40,854 | 42,243 |
| 9 | 37,754 | 42,120 | 43,552 |
| 10 | | 42,120 | 43,552 |
| 11 | | 43,426 | 44,902 |
| 12 | | | 44,902 |
| 13 | | | 46,294 |

.03 A teaching assistant will not be assigned to provide direct instruction to students outside the presence of the classroom teacher unless: the teacher of record has left lesson plans; the teacher is in the building and can consult with or indirectly supervise the teaching, but not during the teacher's lunch or preparation period; the direct instruction is of limited duration; the teacher of record is out of the building due to required attendance at a district meeting. When this occurs the building principal may supervise the teacher assistant in providing direct instruction. This must occur on a limited basis. It is not meant to avoid the use of a substitute teacher or to employ a teacher assistant to replace a teacher. There must always be a teacher of record for every teacher assistant assignment.

.04 Technology Teacher Assistants, in addition to their base salary, will receive a yearly stipend of:

| 2008-09 | 2009-10 | 2010-11 |
|----------------|----------------|----------------|
| \$2,934 | \$3,031 | \$3,134 |

.05 Only technology teacher assistants in the primary and intermediate areas will be given preparation time of one-half (1/2) hour daily at a minimum and in the secondary area will be given one (1) preparation period each day when providing instruction outside the immediate presence of the teacher.

a. Teacher assistants will be expected to attend faculty meetings, department meetings, and grade level building meetings.

.06 All teacher assistants in the primary and intermediate areas will be given a lunch period of a minimum of forty-five (45) minutes and in the secondary area will be given one (1) period for lunch.

.07 Teacher assistant positions in summer programs shall be offered first to teacher assistants employed in the Commack Public Schools.

.08 The current load for teacher assistants with regard to periods for clerical, and lunch periods will be maintained as in past years.

11(C).01 A substitute may be selected by management for an annual position of preferred call which will provide substitute employment on each school day throughout the year.

Beginning with the 21st consecutive day in the same class, the substitute shall be paid at the indexed rate \$229/day during 2008-09; \$237/day during 2009-10; and \$245/day during 2010-11.

.02 All preferred substitutes will be compensated in accordance with the following schedule:

| 2008-09 | 2009-10 | 2010-11 |
|----------------|----------------|----------------|
| \$36,122 | \$37,314 | \$38,583 |

.03 Each preferred substitute will receive a yearly performance review prior to the close of the school year by the principal or his/her designee, which will include a recommendation for or against reappointment in the subsequent school year. In the event that there is no recommendation for continued employment, the preferred substitute shall have the opportunity to appeal in writing to the Superintendent of Schools or his/her designee who shall respond in writing to such an inquiry.

.04 When an involuntary transfer of a preferred substitute must occur, the sole determining factor shall be total district seniority.

.05 Effective 7/1/04, any preferred substitute who has been employed by the District in a full-time capacity for ten or more consecutive years shall receive an annual stipend of \$1,250. Any preferred substitute who has been employed by the District in a full-time capacity for twenty or more consecutive years shall receive an annual stipend of \$2,500 to be paid over the school year in the same manner as regular salary.

11(D).01 All Athletic Program Assistants will, in addition to their normal salaries, be compensated in accordance with the following schedule:

| 2008-09 | 2009-10 | 2010-11 |
|----------------|----------------|----------------|
| \$6,657 | \$6,877 | \$7,110 |

11(E) The following functions are performed by the registered professional nurses. Periodic meetings of the school district staff are held to coordinate and improve school health services. In addition, in-service health practices instruction is provided to the school nurses by the coordinator.

.01 a. Assists school physician with routine medical examinations, special examinations and athletic examinations.

b. Notifies parents of results of examinations as directed by school physician; notifies parents of the results of other health findings.

c. Administers hearing and vision tests; weighs and measures students and screens for scoliosis.

d. Notifies appropriate school staff members of student's health status.

e. Prepares and maintains accurate health records of each student.

f. Visits homes to determine needs of children, at the direction of the Superintendent of Schools or his/her designee.

g. Carries out appropriate policies and procedures for reporting of injuries and illnesses.

h. Assists the attendance teacher or social worker and other teaching staff in locating patterns of non-attendance and in providing for youngsters with special problems.

i. Performs first aid when necessary.

j. Assists the school physician in evaluating and reporting on school plant and sanitary conditions. Works with school authorities by giving practical help and suggestions to alleviate unsafe and unhygienic conditions and in other problems when requested by such authorities.

k. Encourages families to provide for health examinations of their children by utilizing services of private physicians, dentists and clinics.

l. Equips classes with First Aid instruction.

.02 In the performance of their professional duties, Nurses have the right to be consulted in the formulations and development of health and safety plans. They also have the right to be consulted and to negotiate on the impact of new or modified programs which will have an effect or impact on their working conditions.

.03 Nurses shall have the right in the performance of their professional duties to review all student files wherever located.

.04 Lead Nurse

| Step | 2008-09 Salary | 2009-10 Salary | 2010-11 Salary |
|-------------|---------------------------|---------------------------|---------------------------|
| 1 | 1938 | 2002 | 2071 |
| 2 | 2368 | 2446 | 2528 |
| 3 | 2796 | 2889 | 2987 |

.05 Base Salary, Nurse

| Step | 2008-09 Salary | 2009-10 Salary | 2010-11 Salary |
|-------------|---------------------------|---------------------------|---------------------------|
| 1 | 40,121 | 41,445 | 42,854 |
| 2 | 41,353 | 42,718 | 44,171 |
| 3 | 42,586 | 43,992 | 45,487 |
| 4 | 43,818 | 45,264 | 46,803 |
| 5 | 45,055 | 46,542 | 48,125 |
| 6 | 46,001 | 47,519 | 49,134 |
| 7 | 47,447 | 49,013 | 50,679 |
| 8 | 47,477 | 49,013 | 50,679 |
| 9 | 49,250 | 50,875 | 52,605 |
| 10 | | 50,875 | 52,605 |
| 11 | | 52,808 | 54,604 |
| 12 | | 52,808 | 54,604 |
| 13 | | | 56,679 |

11(F) International Baccalaureate mentors shall be paid a stipend of \$150 per student per year. Mentors may be assigned no more than three such students annually.

11(G) The rate of pay for MAAP Mentors shall be per annum: \$2,719 (with 5-7 mentees). This amount will be indexed for every year of the agreement: 2009-10, \$2809; 2010-11, \$2904. The mentors will use their professional period to fulfill their responsibilities as a MAAP mentor and shall be relieved of 1/2 duty period per year. The schedule of release will be arranged based on each individual MAAP mentors preference. Where relief of duty periods cannot be accommodated, teachers will be paid at the prevailing contractual rate.

11(H) The stipend for after school Regents Review Classes shall be based upon the stipend rate as indicated in Article V, 5.05a.3. The rate for a 45 minute review class shall be calculated as 1/200th of the sixth instructional assignment stipend. It shall increase at a prorated rate of this stipend for every scheduled 15 minute interval beyond 45 minutes. All review classes will be scheduled in rooms large enough to accommodate the anticipated number of attendees. Stipends for Regents Review classes also include stipends for IB Review classes, AP Review classes, SAT I & SAT II Review classes, After School Learning Labs, NYSED Assessment Training classes, and any other review classes.

**ARTICLE XII
COACHING AND INTRAMURAL SALARY SCHEDULES**

12.01 The coaching and intramural salary schedules and step placement will be as set forth in Appendix E-1--E-5.

**ARTICLE XIII
EXTRA CURRICULAR, CO-CURRICULAR AND
CHAPERONING ACTIVITIES, PAYMENT**

13.01 Compensation for supervision of extra-curricular, co-curricular, and chaperoning activities will be as set forth in Appendix F.

13.02 The deliberate use of volunteers in order to evade the payments required by Appendix F is forbidden.

13.03 Payment for such activities shall be made by separate checks once per month.

13.04 The stipend for all overnight trips approved by the Board of Education will be increased each year by the amount of increase to the regular salary.

**ARTICLE XIV
SUMMER SCHOOL**

14.01 For the summer school, the rate of pay will be as follows:

| Daily Course/ Clinic Hours | Compensation | | |
|---------------------------------------|---------------------|----------------|----------------|
| | 2008-09 | 2009-10 | 2010-11 |
| 1.5 Hours | 4,426 | 4,572 | 4,727 |
| 2 Hours | 5,188 | 5,359 | 5,542 |
| 2.5 Hours | 5,947 | 6,143 | 6,352 |
| 3 Hours | 6,569 | 6,786 | 7,017 |
| 3.5 Hours | 7,464 | 7,711 | 7,973 |
| 4 Hours | 7,938 | 8,200 | 8,479 |

14.02 No teacher shall be appointed to summer school teaching for more than three consecutive summers. Among the factors to be considered in the selection of summer school staff: certification, competency, recent experience in area of need and seniority.

14.03 Leave allowance of two days will be provided for personal illness. Such leave allowance is cumulative only for summer school employment in successive years.

14.04 Summer school teachers shall not normally be observed formally more than once during the course of the summer. Written evaluation of summer school performance shall be retained in the summer school files.

14.05 Elementary school teachers are to be considered for employment as teachers of remedial subjects.

14.06 Priority will be given to Commack's School Nurses for the appointment of summer school nurses. Working conditions are determined to be equivalent to those of the regular school year. Salary shall be pro-rated on the basis of the Nurses' annual salary for the succeeding school year.

ARTICLE XV HOME BOUND INSTRUCTION

15.01 Teachers of the home bound shall be paid at the rate of \$44.17 per hour for the school year 2008-09; \$45.62 per hour for the school year 2009-10; and \$47.18 per hour for the school year 2010-11.

15.02 Teachers shall receive payment for a total of 15 minutes travel time for each home bound lesson.

15.03a. Home Bound Instruction—Primary and Intermediate

1. The opportunity to provide home bound instruction will be offered first to the common branch teacher to whom the student is regularly assigned.

2. If the regularly assigned common branch teacher is not available for home bound instruction, then the opportunity to provide home bound instruction will be offered to others in the following order:

a. to another common branch teacher or certified teacher assistant in the home school with experience at the level (primary or intermediate) in which the instruction is required;

b. to another common branch teacher in the district with experience at the level (primary or intermediate) in which the instruction is required.

3. Common branch teachers from outside of the home school will be selected from the list of those teachers having applied to the Superintendent or his/her designee for home bound instruction consideration.

4. When teachers of the home bound are not available from the sources identified above, administration will provide home bound instruction opportunities to other qualified persons, including certified teacher assistants.

15.03b. Home Bound Instruction-Middle and High Schools

1. The opportunity to provide home bound instruction will be offered first to classroom teacher(s) to whom the student is regularly assigned.

2. If the regularly assigned classroom teacher(s) is (are) not available for home bound instruction, then the opportunity to provide home bound instruction will be offered to others in the following order:

- a. to other qualified teachers/teacher assistant in the home school;
- b. to department chairperson(s) in the home school;
- c. to other qualified teachers within the district;
- d. to other qualified chairperson(s) within the district.

3. Teachers of the home bound from outside the home school will be selected from the list of those teachers having applied to the Superintendent or his/her designee for home bound instruction consideration.

4. When teachers of the home bound are not available from the sources identified above, administration will provide home bound instruction opportunities to other qualified persons.

ARTICLE XVI
CLASS SIZE

16.01 The Board of Education acknowledges that teaching efficiency has a relationship to the number of students in the classroom. Further, the Board acknowledges that a commitment to quality education requires a commitment to keeping class size at a level where instruction can take place with a high degree of efficiency. The levels recommended by the State Education Department are recognized as desirable goals.

16.02 a. For the period of this Agreement, the following elementary class sizes will prevail;

- K -1- 26
- 2 - 3 - 28
- 4 - 5 - 29

b. In order to avoid the creation of an additional class, all classes on a grade level may be increased by no more than one student. After April 1 of any of the three school years of this agreement, no additional classes need be created.

c. Every attempt will be made to provide clerical assistance to those elementary teachers whose classes are increased by an additional student. Such assistance will be offered at the rate of one hour per week for each teacher.

d. In an effort to equalize teaching loads, no physical education teacher, on the elementary level, will be assigned more than 600 different students per year

e. Class size will not be enlarged for the teaching of music, except with the consent of the music teacher.

f. Every effort will be made to maintain a maximum teaching load of 600 different students in elementary art and music. In no case, however, will staffing levels be less than those set in the 1994-95 school year.

g. District will commit to looking at the student loads for intermediate level music. If they determine that additional staff is needed, they will do so where needed.

16.03 a. For the period of this Agreement, the following sixth grade and secondary school class sizes and student loads shall prevail;

1. The total student load of English and Social Studies teachers shall not exceed 135 students. Any English or Social Studies teacher assigned a maximum load above 125 students will not be required to perform a building duty. No class may exceed 29 students except upon prior written consent of the CTA.

2. Teachers of all other academic subjects shall not be assigned a total student load of more than 135 students. No class may exceed 29 students except as provided in 16.03a.1. above.

3. The total student load of General Music, Art and Health teachers shall not exceed 135 students. No class may exceed 29 students.

4. The average physical education class size per building will not be more than 40. Administration shall make every effort to equalize the enrollments of comparable physical education classes meeting during the same period of the instructional day in a given building. The CTA shall have the right to review physical education class enrollments and make recommendations re: their equalization. Administration shall also make an effort to assign a comparable pupil load to physical education teachers within a building who are assigned the same number of regular classes.

5. The total student load of Technology teachers shall not exceed 110 students. No class may exceed 22 students.

6. When a teacher has less than five (5) periods per day or an average of less than five periods per day, the total load of the teacher shall be in proportion of the total possible load of pupils. This proportional counting process shall also occur when a teacher crosses discipline lines (e.g. 3/5 English and 2/5 Business).

7. District will commit to looking at the student loads for CMS performing music classes and adding staff if needed.

16.04 At the K-5 level, librarians may be assigned a maximum of 20 sections of instruction per week. Each secondary school will be assigned one librarian.

16.05 In no case shall more students be assigned to a class than the physical facilities can safely accommodate. This provision shall especially pertain to specialized classroom facilities (Technology Shops, Art classrooms, Science laboratories, Family and Consumer Science rooms, etc.)

16.06 a. In the event that the District approves scheduling in grades 7-12 to accommodate alternate-day courses that combine with regularly scheduled courses to produce a student load for a marking period, a semester, or a year over the contractual limits as specified in Article XVI, Section 16.03 paragraphs 1, 2, 3, and 5, the District will remunerate teachers in accordance with the stipend payment scale for students in excess of the load limits.

b. All load limits will be computed for the start of the school year as of October. All load limits for the second semester will be computed on the month after the start of the second semester. Load limits for courses that are of lesser duration than one semester will be computed after ten days of the start of the marking period so affected.

c. If teachers are assigned to teach student loads that do not extend for an entire year beyond the class load limits, then a pro-rated stipend in accordance with this time period will be paid to the teacher at the conclusion of the semester or year that the conditions apply.

d. The Building Principal will inform the Superintendent and the CTA President when it will be necessary for an alternate-day schedule to be instituted that will affect teachers who fall under this Agreement. It is the intent of the parties to this Agreement that alternate day schedules be utilized to the smallest extent possible.

e. During the school years covered by this Agreement, the maximum number of different students assigned to any academic teacher will be 270 per year (220 per year for technology teachers).

f. The rate of pay shall be in accordance with the following scale for full year assignments and shall be indexed for every year of this agreement:

| Technology Teacher (Above 110 student load listed in 16.03 .5) | Academic Teacher (Above 135 student load load listed in 16.03 #1, 2, 3) | Full Year Stipend |
|---|--|--------------------------|
| 186-220 | 228-270 | \$4,326 |
| 149-185 | 182-227 | \$2,812 |
| 111-148 | 136-181 | \$1,839 |

ARTICLE XVII
JOB SECURITY, SENIORITY, LAYOFF AND RECALL

17.01 For members whose employment begins after February 25, 1999: In the event a reduction in force becomes necessary, the following principles and procedures will prevail:

a. Teachers will be laid off in reverse order of seniority within the tenure area in which they are then serving.

b. Teachers whose positions are eliminated will be entitled, on the basis of their years of service in the district, to immediate reassignment to any existing vacant position for which they are certified, provided no other teacher is on a preferred eligibility list with an entitlement to such a vacancy.

c. The district will employ not less than one (1) teacher for every 17.6 students enrolled. (exclusive of the CTA officers cited in Article 3, Section 3.06, paragraphs a. and b.). This student-teacher ratio will be based upon student enrollment as of October 1.

17.02 In the event of a school closing necessitating a Reduction in Force among Nurses, the Nurse shall be separated in reverse order of seniority. For the purpose of seniority there shall be considered the Nurses' services with the District, plus any active duty service in the U.S. Armed Forces, as provided by N.Y. S. Law.

17.03 a. (1) Teachers who are laid off will retain for a period of seven (7) years an entitlement to placement on a preferred eligibility list. As vacancies occur, teachers will be reappointed to any previous areas of service on the basis of total district service.

a. (2) Any Nurse laid off will regain the right of recall on a seniority basis under New York State Law to any vacancy for a school nurse position in the Commack Union Free School District.

b. Teachers on lay-off will retain until June 30 of the next academic year the right of reappointment based on their years of service, to any vacancy not previously serviced for which they are certified, except that their acceptance in the interim of a probationary appointment to a full-time position in another school district will terminate this entitlement.

c. Any Nurse who loses a position through RIF shall be placed on a re-employment priority list. Such list shall be used in filling future vacancies in the District and Nurses shall be rehired according to seniority.

d. The district will contact by Certified Mail excessed personnel to inform them of Notice of Recall and/or Vacancies.

Communications of this nature may be sent to a multiple number of staff members with preferred eligibility status. In the event there should be multiple interest, the teacher with the greatest seniority shall be offered the position.

Failure to respond to this communication within five (5) calendar days after receipt of certified letter will terminate the employee's right of recall. Nurses must respond within ten (10) calendar days.

17.04 This Article is intended to conform to the Education Law, Section 2510 and all other pertinent sections, as they may from time to time be amended by the Legislature, or construed by prevailing case law.

17.05 a. In the event of a decision not to continue the appointment of a Nurse for other than cause, such decision shall be made known to the Nurse concerned when the decision is reached and when possible, prior to March 1.

b. If for cause the continuation of a Nurse's employment is questionable, this shall be made known to the Nurse no later than March 1, with a final decision no later than April 1.

c. Nurses shall receive permanent status after twenty-six (26) weeks of service according to the Civil Service Regulations and shall be notified in writing of the Board's approval within two (2) weeks. A Nurse on permanent status shall not be terminated except in accordance with the provisions of Section 75 of the Civil Service Law of the State of New York.

d. Any new position created in the Nursing Department of the Commack Union Free School District must be made known and offered to the school Nurses in the employ of Commack Union Free School District first and then to "any laid-off Nurses on recall lists" in order of seniority before it is offered to new employees.

e. Any termination for cause or other action shall be based on merit principles only. All notices of termination shall be in writing, setting forth specifically and in detail the reasons therefore. The Nurse shall have any opportunity to respond both orally and in writing and to have the response considered and the final decision made by one higher in the District than the one who proposed the action. The Nurse shall have the right of representation at any stage of the proceedings and shall be furnished copies of all papers or evidence relied upon in the proposal. Nothing not made available to the Nurse shall be relied upon in the decision making process.

17.06 a. Each building shall have a Registered Professional Nurse in attendance at all times and there will be two full-time Nurses at each Senior High School.

b. Nurses may request additional per diem help to assist them during their peak work load.

ARTICLE XVIII
SELECTION AND APPOINTMENT OF PERSONNEL,
PROBATIONARY TERM, TERMINATION,
FAIR DISMISSAL

18.01 The Board will continue to hire professional personnel whose previous record is characterized by professional activities and experience. To this end, the Board shall continue to:

a. Begin recruitment as early as practical in the school year for projected appointment in the following year.

b. Seek competent experienced teachers - teachers of demonstrated ability who have been granted certification in the area in which they are to teach and shall give priority to such teachers over less experienced applicants. If no such competent applicants are available, the Board reserves the right to hire non-certified persons who meet the local qualifications set up by the CTA, the Administration and the Board.

18.02 In the event of a decision not to continue the employment of any teacher such decision shall be made known to the teacher as expeditiously as possible and whenever practicable prior to April 1. In the event the performance and continued employment of a probationary teacher is known to be questionable prior to April 1, the Administration will so inform the teacher by that date.

18.03 Any teacher not intending to return to the District shall advise the Administration of such intent no later than April 1 of each year. In the event a teacher shall decide after April 1, not to return, he/she shall inform the Administration as soon as possible, but in any event shall give at least thirty (30) days notice of resignation.

18.04 The probationary term for probationary teachers will be three years, unless otherwise provided by statute.

18.05 The provisions of applicable state laws regarding fair dismissal of non-tenured teachers are incorporated into this Agreement in Appendix I.

18.06 a. Teachers in their third year of service in a probationary area may be dismissed or terminated at the end of their probationary period. At any earlier time in their third year of probationary service, they may not be dismissed or terminated except for the same reasons for which a tenured teacher may be dismissed or terminated under existing state laws.

Teachers in their third year of service in a probationary area may be dismissed or terminated at midyear if that person's tenure date is before the end of the school year.

b. In the event of dismissals or terminations at any earlier time in the third year of probationary service, the CTA may question the sufficiency of the reasons in the manner prescribed by Section 32.18.

c. The remedy permitted by Section 32.18 is in addition to any other remedy permitted by law, or this Agreement, but in all such cases the teacher, or the CTA, shall be bound by the doctrine of the election of remedies.

ARTICLE XIX ASSIGNMENT AND TRANSFER

19.01 The right and responsibility of administrative personnel to make wise and judicious use of the professional staff is recognized and affirmed. In the exercise of this right, administrative personnel are to use as the prime criterion the welfare of the children placed in the teacher's charge taken together with efficient staff utilization in professional activity. To this end, the parties agree to the following:

19.02 a. The teaching assignment of a teacher shall be entirely within the area of his/her competency and/or certificate and in no event shall a teacher teach more than one period per day outside his/her area of certification.

b. It is neither the practice nor the intent of the District to assign secondary teachers out of their areas of certification for the purpose of reducing the number of positions allocated to another tenure area.

19.03 In making teaching assignments, the building (or District) administrators shall make provisions for professional growth by encouraging a pattern of rotation of teacher assignments in such a way that no one area or activity becomes the exclusive province of any one individual or class of teachers.

19.04 In cases where a teacher is assigned to more than one building, travel time shall in no way diminish lunch or preparation allowances.

19.05 Building (or District) administrators may give non-teaching assignments to teachers. These non-teaching assignments shall be equitably distributed and rotated in a manner consistent with efficient staff utilization.

19.06 It is recognized and affirmed that teachers may be assigned to complete certain administrative or clerical tasks. It is also recognized and affirmed that requiring excessive non-professional duties of teachers constitutes an inefficient and inappropriate use of staff and will not be practiced.

19.07 It is readily recognized that changes in student population, permanent school closings, and variation in the professional staff may require transfer of teachers and area specialists from building to building. All other factors being equal, seniority shall prevail. Should such transfer take place and reasons be requested by the teacher, then the Superintendent of Schools shall provide the same.

19.08 a. Requests for an inter-building transfer may be instituted by teachers by direct application to the building principal who shall forthwith transmit the application to the Superintendent of Schools. The Superintendent of Schools shall give priority to such requests over similar requests made by newly hired personnel. It is understood that the principal of the receiving school shall have the authority to accept or reject any proposed transferee subject to a final determination by the Superintendent of Schools.

b. Transfer from one building to another may be requested by members of the Nursing Staff.

19.09 If an inter-building transfer is to be initiated by the administrative staff, notice of such a transfer will be given to the teacher with as much time as possible prior to the effective date of the transfer. If an inter-building transfer is to be initiated by the administrative staff, the teacher shall be given 30 days notice, unless waived by him/her.

19.10 Involuntary inter-building transfers shall not take place more frequently than once every three (3) years, except in extraordinary circumstances. Generally speaking, involuntary transfers are transfers which management makes over the objection of the individual teacher as an exercise of management prerogative. When a school closes, or when a teacher is reassigned due to being excessed from a particular building, this reassignment does not constitute an involuntary transfer. Transfers due to these situations may result in a teacher being transferred more than once every three years.

19.11 a. All teachers shall be notified prior to June 10th of their specific teaching schedule and building or buildings to which they will be assigned for the next academic year. If critical reasons prevent the administration from giving such notice, the teachers will be notified as soon as possible.

b. All assignments for nurses shall be known before the close of the school year and not subject to change without prior notification.

19.12 All other factors being equal, seniority shall prevail with respect to class assignments and duties, class loads and use of portable classrooms. Such seniority rights shall be based solely on district-wide seniority shall be accorded to tenured teachers only and shall be based only on the total number of years teaching in the District.

19.13 When traveling assignments exist in the physical education area, those teachers least senior within that area will receive the traveling assignments.

19.14 The parties agree that the role of Dean at the Middle School has, in the past, been reserved for members of the CTA. The parties further agree that it is the intention of the District to continue this practice in the future. Notwithstanding the above, the parties recognize that scheduling eccentricities caused by either the availability of appropriate staff or an overall staffing ratio that is tight may, in sporadic years, not provide adequate coverage for the Dean's office. Should this occur, Middle School chairpersons may be assigned to provide administrative coverage to the Dean's office, provided that the assignment of the chairperson does not decrease the total number of teaching periods nor increase the pupil-to-teacher ratio in a given seniority area.

ARTICLE XX
VACANCIES IN NEW OR EXISTING
POSITIONS WITHIN THE UNIT

20.01 Notification of teachers concerning newly created positions or vacancies occurring during the summer recess shall be in the following manner: All teachers wishing to receive such notification shall leave at the Superintendent's office a self-addressed postpaid envelope and they shall receive notification by mail. In addition, notice of such openings shall be posted in the District office, and all teachers will be notified of such vacancies by district email whenever possible.

20.02 In the event that a position requiring certification is created or becomes vacant in response to emergency situations, notification shall be made to the teachers five days prior to general publications.

20.03 Whenever possible, all unsuccessful in-district applicants will receive notification, private in nature, of their rejection prior to the publication of the name of the successful applicant.

20.04 Notification of appointment or rejection shall be given not later than 60 days after the closing date for applications from the present district staff. If this is not possible, each applicant shall be notified monthly of the status of his/her application.

20.05 The District and the Association agree to experiment with Teacher involvement in Teacher Recruitment during the life of this Agreement. The intent of this experiment is to evaluate what, if any, benefit might accrue to the instructional program from such involvement.

Teachers shall not be involved in the process where candidates for appointment are from present staff. There shall be no cost in the form of additional remunerations from the District for this experiment.

Where and when appropriate, the Administration shall establish advisory committees for particular recruitments and shall appoint Teachers who are deemed to be qualified or, in some cases, may just involve a particular teacher in the process. In all cases, the Teachers shall be certified in the area of recruitment and enjoy a record of exemplary instructional performance as teacher and professional.

The Association will be invited to recommend Teachers for the committee for a particular recruitment, if used, and the District may select from that listing and/or from staff directly.

Teachers invited to be involved with interviews will be available to meet with the committee, if created, and to participate in the activities at times determined by the District. No matter what the structure of involvement, as determined by the District, the Teacher involvement will at all times be advisory in nature, and the District Administration's

responsibility for recruitment and recommendations shall remain the sole responsibility of the Superintendent of Schools.

The District and the CTA agree to monitor and to evaluate this experiment in a cooperative manner, and may possibly modify the experiment by mutual agreement during the course of the Agreement. The parties further agree that this experiment shall cease in full at the time of expiration of the Agreement, unless otherwise mutually agreed to.

These provisions are not subject to the Grievance/Arbitration procedures of the Agreement.

ARTICLE XXI ADMINISTRATIVE POSITION VACANCIES

21.01 In the recruitment and hiring of administrative staff members, the Board reaffirms its desire and responsibility in giving priority to members of the present teaching staff wherever possible and whenever in the best interest of the educational process of the District.

21.02 District personnel will be informed of vacancies prior to public notification outside the district.

ARTICLE XXII PERFORMANCE EVALUATION

22.01 The CTA recognizes the responsibility of teachers to maintain a high level of professional competency. Likewise, it recognizes the responsibility of the administration to engage in the observation of probationary and tenured teachers and to indicate recommendations to the professional staff with regard to the improvement of instruction. The CTA, in addition, recognizes that it, as a professional organization, has the responsibility to assist the administration and the teachers wherever possible. This article will adhere to all pertinent New York State laws and regulations.

All administrators/supervisors and bargaining unit members should have in their possession a copy of the Evaluation Program packet. This Program speaks to supervision being, increasingly, a collegial process based on reflection, experimentation, and problem-solving. Experienced, accomplished teachers should be offered a collegial, flexible method of evaluation. For teachers who are in need of assistance, evaluation should include a component in which that assistance is offered. Probationary teachers, all teacher assistants, preferred substitutes, and nurses should be observed and evaluated in the traditional manner. What follows is an overview of that program, with more details contained in the Evaluation Program packet.

22.02 General overview for all unit members and specifics for tenured teachers being observed in the traditional manner, for all probationary teachers, and for all teacher assistants and preferred substitutes:

a. Every tenured teacher being evaluated in the traditional manner shall not normally be observed more than three times in the course of each school year.

b. The parties agreeing that early conferences are desirable, each teacher being evaluated in the traditional manner shall take part in one conference per observation which will take place, whenever practicable, within five school days after the observations have been made. In this conference, there shall be a review of the lesson taught, incorporating into the discussion the lesson's strong and weak points, and general comments relating to classroom management.

c. Every teacher being evaluated in the traditional manner shall receive, after having conferred with the observer, and within five school days, but in no event longer than ten days after such observation, a written report enumerating:

1. the general purposes and procedures of the lesson
2. the strong points of the lesson
3. recommendations for the improvement of instruction
4. a general evaluation of the teacher's professional growth

d. These observation reports shall be made in triplicate and shall provide the observed teacher with the opportunity to make written comments thereon regarding those judgments to which s/he takes exception. Within ten days of receipt, these observation reports shall then be signed by the teacher and returned to the evaluator and a copy shall be placed in the teacher's permanent file, with a copy supplied to the teacher.

e. Further, if an individual teacher feels the need of additional observations, over and above the norm cited above, that teacher may extend an invitation to the evaluator to make additional observations as required.

f. On the middle and high school level, at least one observation shall be made by the Principal or Assistant Principal.

g. There shall not normally be more than one observation per day.

h. Each observer of a tenured teacher being evaluated in the traditional manner shall normally remain in the classroom for not less than thirty minutes for the observation.

i. No end-of-year evaluation of a teacher may be made unless the evaluator shall have made at least one classroom observation and evaluation as prescribed in this article. End-of-year evaluations shall be written as prescribed in the Evaluation Program.

j. A pre-conference meeting prior to an observation is to be conducted only upon the mutual agreement of the teacher and the supervisor. This applies to all staff, except first year, probationary teachers and teacher assistants who wish to have a teaching evaluation separate and apart from their teacher assistant evaluations. These evaluations serve the purpose of allowing teacher assistants to have their potential for classroom hire evaluated.

k. Videotaping will not be used as an evaluative tool to determine teacher performance or competency.

l. It is the responsibility of the administrative team to be in compliance with Article XXII when more than three administrators share responsibility for a teacher.

m. Extended visits to classrooms shall be considered to be for the purpose of teacher evaluation and shall be subject to the requirements of formal written evaluation except when on the of the following applies:

1. The formal evaluation process is waived by the mutual consent of the teacher and evaluator.
2. The visits are of short duration and related to general administrative and clerical responsibilities.
3. The teacher has received prior notice that the visit is for the purpose of either (a) specific student(s) or (b) program development.
4. The visits are made by the Superintendent of Schools and/or Associate and/or Assistant Superintendents and/or Assistants to the Superintendent for purposes other than teacher evaluation.

22.03 Observation and Development of Probationary Teachers

a. Formal observations:

1. It is recommended that there be four 30-45 minute observations of complete lessons.

2. Pre-observation conferences shall occur once in the first year of employment and are encouraged for all subsequent observations.

3. There shall be post-observation conferences, followed by written reports as described in clauses 22.02b, c, and d above.

b. Informal observations:

1. Such informal observations may be unscheduled and of five- to ten- minute duration.

2. Oral communication regarding the observation is encouraged.

c. Mentoring Program:

1. The District and CTA agree to the appointment of MENTORS at an annual rate of \$2,000 or 6 in-service credits per mentee for the 2007/08 school. Mentors may have no more than two (2) mentees each.

2. Mentors will be required to attend two initial training workshops that will be given in June, and two additional one-hour refresher courses that will be given at a time and place mutually agreed upon by the District and the CTA. Training will be provided by an instructor appointed by the District in consultation with the CTA.

3. Each Mentor will be required to meet after school with individual mentees for approximately 20 hours per year but not less than once per month during mentees first calendar year of employment. Anything discussed between mentor and mentee is not meant to be evaluative and shall remain confidential. Mentors are required to maintain logs of the number of hours, the type of mentoring activities provided, and the names and certificate numbers of teachers mentored.

4. Each Mentor and mentee shall be permitted four (4) release days during the first calendar year to perform inter-class visitations. Additional days may be granted at the discretion of the Assistant Superintendent for Elementary Education or Assistant Superintendent for Secondary Education, as appropriate.

5. Mentors will be selected from a list of previously trained teachers by a committee consisting of administrators and CTA teacher representatives as well as principals of schools of the prospective mentors.

6. The mentor agrees to attend a one-day training session during the summer at a time assigned by the District.

7. When mentoring services must be provided to teachers who serve as leave replacements, the rate of payment to the mentor shall be 1/20 of the full year rate per hour. The maximum allowed per month will be 2 hours. This will continue for every month that the leave replacement teacher's service is required or if that leave replacement teacher is appointed to a probationary position, up to a maximum of 20 hours.

22.04 Teacher Reflection

a. Tenured teachers who are not in need of assistance may opt for this type of evaluation in lieu of the traditional process.

b. The teacher and observer will establish a reasonable observation schedule, to be completed prior to May 1, for one such observation a year.

c. The teacher and observer will discuss the topic(s), objective(s), and procedures of the lesson during the pre-observation conference.

d. A post-observation conference will be held within five school days of the observation, after which, but between five and ten days of the observation, the teacher will complete the remainder of the Reflection Form found in the Evaluation Program packet.

e. Within ten school days of receipt of the Reflection, the observer will sign and/or comment upon it.

22.05 Professional Improvement Plan for Tenured Teachers

a. Administrators/supervisors will determine at-risk teachers through prior written/oral notice of concerns, and indicate deficit areas on the End-of-Year Evaluation form.

b. Such teachers will be referred to a Professional Improvement Team comprised of people selected by the Superintendent and the CTA as described in the Evaluation Program packet.

c. The Team will prescribe a Professional Improvement Plan as described in the Evaluation Program packet.

22.06 Job Target

a. A job target is an opportunity for professional growth, which removes a tenured teacher who is not in need of assistance from the traditional evaluation process.

b. Eligibility will be indicated on the End-of-Year Evaluation form.

c. All teachers who become tenured after June 1996, and are qualified, will be required to participate at some point during their tenure.

d. In each year, no more than two-thirds of those eligible in any building may participate.

e. For at least one year of every three, a teacher may not participate unless by mutual agreement of the teacher and administration.

f. The development and implementation of job targets is described in detail in the Evaluation Program packet.

22.07 Nurses

a. The Superintendent or designee shall provide an annual written evaluation of each nurse prior to May 31 of each school year. A judgment on the quality of nursing care will be based upon objective criteria.

b. An annual written evaluation of less than satisfactory shall have no force and effect unless the question of performance has been discussed with the nurse and reduced to writing prior to the evaluation and the nurse has been afforded an opportunity to improve.

c. Nurses shall have the opportunity to object orally and in writing to the evaluation. If in writing, the writing shall be attached to and become a part of the evaluation.

22.08 A teacher shall be given the opportunity to have a CTA representative present at a conference or meeting called for the purpose of reprimand or disciplinary action.

22.09 Both parties agree that they will work jointly to reach an agreement to establish a system of "Peer Review" as part of the tenure determination process. A joint CTA/Commack SD committee will be formed to arrive at the recommended contractual language.

ARTICLE XXIII AFTER SCHOOL RESPONSIBILITIES

23.01 Teachers shall not be required to remain for time beyond the regular day except as follows:

a. Building faculty meetings or district-wide meetings shall not normally be held more than once a month and shall not normally last more than 45 minutes. The agenda will be made available to the teachers at least one day prior to the meetings, whenever possible.

b. Departmental meetings shall not normally be held more than once each month and shall not normally last more than one hour.

c. Those who must attend more than 20 Department and or Faculty meetings per year shall be compensated for attendance at the meetings beyond the 20 at the prevailing chaperone rate.

d. All teachers assigned to grades K-12 shall provide sixty (60) minutes of extra help per week. Any time in excess of 30 minutes per week shall be scheduled at the discretion of the teacher, provided that students and parents are notified of the available time in a timely manner.

e.1 Attendance at "Open House Night" and similar community attended functions shall not be required more than twice each school year. Such attendance shall not exceed two hours and thirty minutes and shall not be for the purpose of chaperoning students.

e.2 All K-12 teachers will attend up to four (4) evening parent conferences or other such evening activities annually without additional remuneration as determined by the Superintendent or his/her designee. Parent conference requirements for sixth grade teachers will be the same as those for other middle school level teachers. The fourth evening may not exceed two hours in duration without remuneration.

e.3 Any CTA member required to attend more than four evening events (i.e. curriculum night, science fair, additional conferences at another school.) will be compensated as prescribed in the contract for evening events. This will not apply to those already being compensated for attendance at evening events. Each building administration will determine which evening meetings are mandatory and inform the staff of it. Staff who volunteer to attend evening meetings beyond the four mandatory meetings will not be remunerated for such attendance.

e.4 Attendance at evening conferences will count as required evening events. Parents and teachers will be given notice of these dates. All appointments for evening conferences must be pre-arranged. Only those teachers who have appointments for parent conferences will be required to be in attendance during those evenings.

e.5 A Nurse shall not be required to attend more than two "open house nights" or similar functions in each school year unless compensated as in 5.01c.

f. A teacher assigned to more than one building will not be required to perform after school responsibilities in excess of the responsibilities of a teacher in one building.

g. Eighth grade homeroom teachers will be required to attend the evening stepping up exercises as one of their four required evening events.

h. All teachers will be required to attend up to (12) hours of staff development annually. Classes will be offered before or after school and/or for no more than a (3) hour duration on Saturdays. Payment will be made to teachers employed as of February 25, 1999, at the rate indicated in 5.09 of this agreement. Teachers hired after February 25, 1999 will be required to attend these staff development workshops with no remuneration.

A workshop schedule shall be promulgated no less than thirty (30) calendar days in advance of each workshop offering. Teachers will have a choice of workshops to the extent they are offered and appropriate for the grade level or subject area they teach.

i. After the first two weeks of school, staff should be entitled to remuneration for time spent beyond their normal workday for late dismissals resulting from transportation problems. It is therefore agreed that teachers required to remain for up to ten minutes beyond their normal workday on a given day will not be paid until they have been required to remain for up to ten minutes three or more times in one month. They will then be paid at the prevailing chaperone rate for one-half hour. The same method of calculating the rate of pay will pertain to the second half-hour. Therefore, if a teacher must remain for 35 minutes on a given day, s/he will be paid at the prevailing rate for the first thirty minutes and not paid for the remaining five minutes unless or until this occurs three times in any month. Volunteers will be sought. If no volunteers are available, the building principal may select the required number of staff members to perform the necessary supervision. Professional periods are not to be diminished due to teachers' involvement with students due to late buses.

23.02 Building principals will consult with the CTA in the selection of teacher security personnel. The selection of teacher security personnel will be determined by the building principal and will be restricted to a limited number of candidates to maintain continuity in performance and service. The parties will review the functioning of the security teacher program periodically. The rate of pay will be as follows:

| | | |
|----------------|----------------|----------------|
| 2008-09 | 2009-10 | 2010-11 |
| \$30.79 | \$31.80 | \$32.88 |

23.03 The CTA and the District agree that technology can improve instruction. Both parties encourage teachers to make use of technology such as the district sponsored eBoard. Eboards, though encouraged, remain voluntary.

23.04 The CTA acknowledges the District's right to limit the use of the district email system for professional purposes only. CTA members are encouraged to use the CTA webpage, www.CommackTA.org, or CTA member's newsletter for member to member advertising purposes.

23.05 CTA and District agree that a committee should be formed to study the emerging use of online courses and make recommendations to the bargaining committees for subsequent negotiations. Any online course that is offered within this contract must occur after school hours; a teacher must attend and be compensated at the Review class rate set out in Article XI, 11(H) of this agreement.

ARTICLE XXIV PERSONNEL RECORDS

24.01 The Board affirms the right of any teacher to review at any reasonable time all of his/her personnel records maintained by the various agencies of the District. The CTA affirms the right of the Board and the Administration to remove from the records, prior to teacher review, only those letters of reference emanating from outside the District which are determined to be of confidential nature.

24.02 Teachers will be sent a copy of any addition to their personnel files before these additions are placed in the file. Comments in writing may be made by the teachers to such additions and these comments will also be placed in the files.

24.03 Nurses shall have the right to review, examine and make copies of the contents of their personnel files at reasonable times.

ARTICLE XXV
EMPLOYMENT OF SUBSTITUTES

25.01 a. Teachers' preferences in the hiring of substitutes shall be recognized provided that the substitute is on the regular Substitute List and further provided that the building principal has approved of the substitute, and subject to the availability of the substitute.

b. In the event that there are known opportunities for long term substitute teaching, preference shall be given to those excessed teachers, on a preferred eligibility list who have indicated a willingness to accept such substitute assignments.

25.02 In the event of an absence of the following specialists: Arts, General Music, Physical Education and Library, the Board will employ a substitute teacher.

25.03 a. An excessed teacher on a preferred eligibility list hired as a substitute teacher to replace the same regular teacher for an indefinite period of time is subject to all the rights and responsibilities of a regular teacher. For this purpose an indefinite period shall consist of 30 school days. This is also true for a substitute nurse hired to replace the same regular nurse for an indefinite period.

b. During the first 30 days such a teacher or nurse may be paid at the prevailing substitute rate. Beginning with the 31st day and for the balance of the interim appointment, the teacher will be paid according to his proper placement on the salary schedule.

c. The service of a substitute teacher or nurse in such assignments shall not be credited for the purposes of job security under Article XVII, unless the teacher or nurse is retained in the next school year.

d. In the event a substitute nurse position is filled by a person not on recall and such position shall be needed for a period of thirty (30) days, the substitute nurse position shall be offered to the person or persons on recall in the order of seniority at the end of thirty (30) days or sooner upon ascertaining that a substitute will be needed for an extended period of time. It is the intention of the parties that extended substitute nurse positions shall be offered to persons on recall instead of outside substitutes. If, at the time, an extended substitute nurse's position becomes available, the person or persons on recall are filling another substitute nurse position such employment shall not be a disqualification or bar to the right to transfer to the extended position and such position shall be offered on the basis of seniority without regard to substitute employment in the district at the time.

e. For the purpose of seniority and job security, time in service as a substitute nurse shall be counted in the case of nurses entitled to recall who shall fill substitute positions.

ARTICLE XXVI
RELIEF FROM NON-TEACHING DUTIES

26.01 For the term of this Agreement, the immediate past program of relief from non-teaching duties will be maintained.

26.02 If the District continues the practice of designating grade-level coordinators in the English Department, any teacher so designated will receive no other building assignment.

ARTICLE XXVII
THE PROFESSIONAL COUNCIL, BUILDING
COMMITTEES

27.01 The Board and CTA recognize the professional contribution teachers can make in evolving district philosophy. Therefore, in order to maintain a mutual working relationship among the Board, the Administration and the teachers, the Professional Council shall be continued.

27.02 The Professional Council shall consist of four (4) teachers, four (4) administrators, the District Superintendent of Schools or designee and the President of the CTA or designee.

27.03 Each of the four (4) teachers and four (4) administrators shall serve on the Professional Council for a period of two (2) years.

27.04 a. The Professional Council shall meet at least once per month during the school calendar year to discuss any and all matters pertaining to the improvement of the educational programs of the District.

b. At least one agenda item to fall within the Professional Council's realm of responsibility is that of organized abandonment – the examination of all curricula and practice, grade by grade, to develop recommendations for their removal and/or modification due to their redundancy and/or replacement by more recent practice. Another agenda item will be to decide on any additional activities, in addition to those already listed in articles 5.06,b. and 5.06,d., which may be assigned during a teacher's professional period.

27.05 The Professional Council shall establish its own rules of procedure, times of meeting and selection of a chairman. However, the position of chairman shall rotate between a CTA representative and an administrative representative.

27.06 Request for funds for research, material and consultants will be made by the Professional Council to the office of the Superintendent of Schools.

27.07 Each school shall have a building committee consisting of teachers elected as building representatives. This committee shall meet at least once a month with the Building Principal. Its responsibilities will be to transmit information of the Professional Council and to discuss individual building matters.

ARTICLE XXVIII
LEAVE ALLOWANCE REGULATIONS

28.01 a. The leave allowance regulations are set forth in Appendix G-1.

b. The retirement and termination leave and allowances provisions are set forth in Appendix G-2.

ARTICLE XXIX
**ATTENDANCE AT PROFESSIONAL
CONFERENCES AND CONVENTIONS**

29.01 The Board affirms its responsibility to promote the professional growth of its personnel. To this end, all teachers shall be urged to attend those conferences deemed by the Superintendent to contribute to professional growth. Each Building Principal shall keep the staff informed of all such regular professional conferences and conventions of which s/he is knowledgeable. Application for attendance at such conventions shall be made through the Principal, to the Superintendent, in accordance with any specified date for registration.

29.02 The Board shall provide a budgetary allotment for the purpose of attendance at conferences and conventions according to the formula of \$9500 for every 100 members of the negotiating unit for the contract years.

29.03 Whenever funds for attending a conference are not available, and a teacher is nevertheless willing to defray the cost of attending the conference for which approval has been granted, a substitute teacher will be provided.

29.04 Recognizing that continuing professional education is desirable the Employer will be supportive of Nurses wishing to take Public Health or Science Courses. Upon application to the Superintendent or his designee, Nurses shall be permitted to enroll and up to \$250. for each Nurse of such education shall be paid by the Employer.

ARTICLE XXX
MILEAGE ALLOWANCE

30.01 Reimbursement for mileage expenses shall be pursuant to the Board policy set forth in Appendix H.

30.02 For purposes of income tax returns, the Business Office will, upon request, furnish a letter stating the information required for the returns.

**ARTICLE XXXI
FUND RAISING,
SOLICITATIONS AND CONTRIBUTIONS**

31.01 It is important that there be as little interruption with the teaching process as possible. Toward this end, the Board shall limit specifically the activities which require the collection of money from pupils and from teachers.

31.02 a. Collection of money for fund raising campaigns on school premises shall not be permitted, except as provided by law.

b. The giving of lists of names of children, parents or teachers is not permitted.

c. Salesmen of educational materials are not allowed to solicit teachers without authorization from the Principal. No such solicitations shall be carried on during instructional time.

d. Collection of money from pupils shall be only for such purposes as purchasing milk (Kindergarten), payment for pictures, graduation and senior class activities, subscription to no more than one daily newspaper, subscription to no more than one book club, field trips and musical instruments and other items approved by the Superintendent of Schools. In no case shall individual classroom teachers be charged with the collection and/or safeguarding of such funds.

e. Transportation costs for field trips shall be borne by the District whenever provided by the budgetary allowance. All other estimated costs shall be kept at a reasonable level and made known to the building principal at the time of request for the field trip.

f. Tickets shall not be sold during school hours either to pupils or to school personnel except for those school sponsored functions approved by the Superintendent of Schools.

*g. The use of school children to further the purposes of an individual group or organization shall not be permitted, except where the sole beneficiaries of the group or organization are children; and further, that the program is directed toward the education and welfare of the children. In no event shall the educational day of the school children be interrupted for the purposes of any group or organization approved as an exception herein; and further provided, that no school children or employees of the district be compelled to partake in any activity hereunder.

*as permitted by law.

ARTICLE XXXII
GRIEVANCE AND ARBITRATION PROCEDURES

32.00 The Board in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees does hereby establish and adopt the following procedures for the orderly settlement of grievances of employees of the District.

32.01 In order to establish a more harmonious and cooperative relationship between the Board and its employees, which will enhance the educational program of the District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

32.02 **School District** shall mean Commack Union Free School District.

32.03 **Board of Education** shall mean the Board of Education of Commack Union Free School District.

32.04 **Public Employee or employee** shall mean any employee as defined in paragraph 1.01.

32.05 **Administrator** shall mean any employee responsible for or exercising any degree of supervision or authority over another employee.

a. **Chief Administrator** shall mean the Superintendent of the School District.

b. **Immediate Supervisor** shall mean the administrator to whom another employee is directly responsible.

c. **Intermediate Supervisor** shall mean the administrator (other than the Chief Administrator) to whom the immediate supervisor is directly responsible.

32.06 **Representative** shall mean the person or persons designated by the aggrieved employee as his/her counsel or to act on his/her behalf.

32.07 **Grievance** means any claimed violation, misinterpretation, or inequitable application of any existing laws, rules, regulations, or policies which relate to or involve the employee or groups of employees in the exercise of the duties assigned to him/her, or may call attention to the need for a policy.

32.08 It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

32.09 An employee, or the CTA, shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

32.10 At all stages, hereinafter described, an employee shall have the right to be represented by a person or persons of his/her own choice. The CTA shall have the right to initiate any grievance at any appropriate stage.

32.11 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

32.12 All hearings shall be confidential at the discretion of the aggrieved employee or the CTA.

32.13 It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him/her within the time specified in these procedures.

32.14 The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones. Nothing herein shall be deemed to be in conflict with any other part of the agreement.

32.15 The Board agrees that, in grievances prosecuted by an individual employee, no grievance adjustment or disposition shall be inconsistent with the terms and provisions of this Agreement, and that no such grievance hearing shall be held unless the CTA has been afforded notice and an opportunity to be present.

32.16 **Grievance Procedures**

a. **Informal Stage** - the aggrieved employee or CTA shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee or CTA. The immediate supervisor shall render his/her determination to the aggrieved employee or CTA within five school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee or CTA may proceed to the intermediate stage or formal stage as the case may be.

b. **Intermediate Stage** - within five school days after a determination has been made at the preceding stage, the aggrieved employee or CTA may in writing present his/her grievance to the intermediate supervisor to whom his/her immediate supervisor is immediately responsible, if such there be, who shall orally discuss the grievance with the

aggrieved employee or CTA. The intermediate supervisor shall render his/her determination to the aggrieved employee or CTA within five school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee or CTA may proceed to the formal stage.

c. 1. **Formal Stage** - within five school days after a determination has been made by the immediate supervisor or intermediate supervisor, as the case may be, the aggrieved employee or CTA may make a written request to the Chief Administrator or his/her designee for review and determination. If the Chief Administrator designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination in his/her behalf.

2. The Chief Administrator or his/her designee shall immediately notify the aggrieved employee or CTA, immediate supervisor and any other administrator previously rendering a determination in the case to submit written statements to him/her within five school days setting forth the specific nature of the grievance, the facts relating thereto, and the determinations previously rendered.

3. If such is requested in the written statement of either party pursuant to paragraph 2, above, the Chief Administrator or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearings shall be held within five school days of receipt of the written statements pursuant to paragraph 2.

4. The Chief Administrator or his/her designee shall render his/her determination within ten school days after the written statements pursuant to paragraph 2 have been presented to him/her.

32.17 Binding Arbitration Procedure

a. If the grievance has not been satisfactorily resolved in the above stages, either party to this agreement (the Board or the CTA and no other person) may, within five school days of the determinations required by 32.16 c.4 above, make a written demand for arbitration to the Public Employment Relations Board in accordance with its Rules and Procedures then prevailing. The arbitrator so appointed must be mutually approved by the parties to this Agreement.

b. Such arbitration shall be final and binding upon both parties. Any award of the arbitrator shall be promptly complied with, and, in any event, shall be enforceable under the laws of New York.

c. All expenses shall be equally divided by the parties to this Agreement.

d. This stage of the grievance procedure shall apply only to grievances arising out of disputes concerning the meaning, interpretation or application of the terms and provisions of this Agreement without regard to Section 32.07 above.

e. All binding arbitrations shall be held within the geographical boundaries of the District.

32.18 The CTA may raise a question under 18.06b, within 15 days after the action of the Board of Education in dismissing, or terminating a teacher under 18.06a by filing a written demand for arbitration, as provided in 32.17 above. The limitation of 32.17d shall not apply to arbitration pursuant to 18.06b.

ARTICLE XXXIII
OCCUPATIONAL SAFETY AND HEALTH STANDARDS

33.01 The employer will furnish each employee a place of employment which is free from recognized hazards that cause or are likely to cause serious physical or mental harm.

33.02 The employer will comply with occupational safety and health standards.

33.03 If a situation exists that poses a threat to an employee's health or safety, the employee will not be required to perform said task, or work in said location until corrective action has been taken by the school district.

If a dispute arises concerning this section, a mutually agreed upon industrial hygienist will be brought in to make a professional evaluation. All expenses shall be equally divided by the parties to this agreement. This evaluation will be binding on all parties.

ARTICLE XXXIV
ENTIRETY OF AGREEMENT

34.01 The covenants of this Agreement, taken together with any written Board policy, regulation, by-law or administrative practice impinging on the terms and conditions of employment shall constitute the entire agreement between the parties hereto. Further, it is agreed that the Board shall supply to the President of the CTA a complete collection of the aforementioned documents, which shall be in force as of the inception date of this Agreement, no later than June 1, each year.

34.02 Notwithstanding, the Board reserves the right to institute and implement new policies, regulations, by-laws, and administrative practices which may impinge upon the terms and conditions of employment. However, any such act by the Board to the extent that it negatively impinges upon the terms and conditions of employment, can become the basis for a grievance. If such a grievance arises, the final resolution of that grievance shall become a part of this contract but only to the extent that such final resolution is applicable to similar cases. Grievances that arise out of the institution or implementation of new policies should be limited to the substance of the policy and not the procedure by which the policy was drawn.

34.03 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 affective until the appropriate legislative body has given approval.

34.04 In the event of conflict between the aforementioned documents and the covenants of this Agreement, these covenants shall be controlling.

ARTICLE XXXV
FUTURE NEGOTIATIONS

35.01 No later than January 1, 2011, the parties shall enter into negotiations for a successor Agreement, and shall continue in such negotiations until full and complete agreement shall have been reached.


35.02 If, as, and when the District enters into the use of television for instructional purposes, then and in that event, the Board will agree to negotiate with the CTA as to wages, hours and conditions of employment with respect thereto.

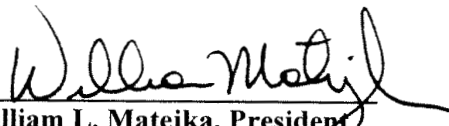
**ARTICLE XXXVI
DURATION OF THE AGREEMENT**

36.01 The agreement will be effective for the period July 1, 2008 through June 30, 2011

For the Commack Board of Education


For the Commack Teachers Association

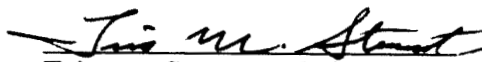

MaryJo Masciello, President
Commack Board of Education


William L. Matejka, President
Commack Teachers Association

June 30, 2008
Date

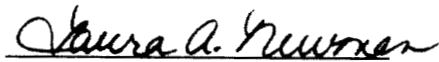
June 16, 2008
Date

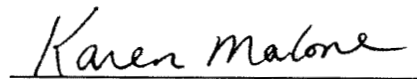

Dr. James A. Feltman, Superintendent
Commack School District


Tristram Stewart, Chairperson
CTA Negotiations Committee

6/17/08
Date

June 16, 2008
Date


Laura Newman, Assistant Supt.
Commack School District


Karen Malone, Member
CTA Negotiations Committee

6/17/2008
Date

June 16, 2008
Date

All signers certify that they have been given the authority to sign this document on behalf of the parties to this agreement that they represent.

Ratified by the members of the Commack Teachers Association on: June 20, 2008

Adopted by the Commack Board of Education at their public meeting on: July 3, 2008

**APPENDIX A-1
COMMACK PUBLIC SCHOOLS
2008-2009
SCHOOL CALENDAR**

| <i>SEPTEMBER</i> | | | | |
|------------------|------|----|----|----|
| M | T | W | T | F |
| [1] | {2} | 3▲ | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | [30] | | | |

(19+1)

| <i>OCTOBER</i> | | | | |
|----------------|----|-----|-----|----|
| M | T | W | T | F |
| | | [1] | 2 | 3 |
| 6 | 7 | 8 | [9] | 10 |
| [13] | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

(20)

| <i>NOVEMBER</i> | | | | |
|-----------------|------|------|------|------|
| M | T | W | T | F |
| 3 | {4} | 5 | 6 | 7 |
| 10 | [11] | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | [26] | [27] | [28] |

(15+1)

| <i>DECEMBER</i> | | | | |
|-----------------|------|------|------|------|
| M | T | W | T | F |
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | [24] | [25] | [26] |
| [29] | [30] | [31] | | |

(17)

| <i>JANUARY</i> | | | | |
|----------------|----|----|-----|-----|
| M | T | W | T | F |
| | | | [1] | [2] |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| [19] | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

(19)

| <i>FEBRUARY</i> | | | | |
|-----------------|------|------|------|------|
| M | T | W | T | F |
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| [16] | [17] | [18] | [19] | [20] |
| 23 | 24 | 25 | 26 | 27 |

(15)

| <i>MARCH</i> | | | | |
|--------------|----|----|----|----|
| M | T | W | T | F |
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 26 | 26 | 27 |
| 30 | 31 | | | |

(22)

| <i>APRIL</i> | | | | |
|--------------|-----|-----|-----|------|
| M | T | W | T | F |
| | | 1 | 2 | 3 |
| [6] | [7] | [8] | [9] | [10] |
| [13] | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | |

(16)

| <i>MAY</i> | | | | |
|------------|----|----|----|------|
| M | T | W | T | F |
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | [22] |
| [25] | 26 | 27 | 28 | 29 |

(19)

| <i>JUNE</i> | | | | |
|-------------|------|----|----|-----|
| M | T | W | T | F |
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26▼ |
| [29] | [30] | | | |

(20)

- [] Schools Closed
- { } Staff Conf. Day
- ▲ First Day of School
- ▼ Last Day of School

182 + 2 days

| | | | |
|-------------------|----------------------|--------------|------------------------|
| Sept. 2 | Staff Conference Day | Jan. 19 | Martin Luther King Day |
| Sept. 3 | First Day of School | Feb. 16-20 | Mid-Winter Recess |
| Sept. 30 – Oct. 1 | Rosh Hashanah | April 6 – 13 | Spring Recess |
| Oct. 9 | Yom Kippur | May 22-25 | Memorial Day |
| Oct. 13 | Columbus Day | June 26 | Last Day of School |
| Nov. 4 | Staff Conference Day | | |
| Nov. 11 | Veteran's Day | | |
| Nov. 26 – 28 | Thanksgiving Recess | | |
| Dec. 24 – Jan. 4 | Winter Recess | | |

- Notes: A. Half-days for parent/teacher conferences and evening parent conferences at the elementary school level are to be determined.
- B. There will be three (3) half-days at the end of the elementary school year, unless full days are required by the Commissioner of Education to receive full state aid credit.
- C. **Make Up Days: May 22, April 13**

Adopted: Board of Education Meeting 1-17-08

APPENDIX A-2
2009-2010 SCHOOL CALENDAR

The 2009-2010 school calendar will be developed by the parties prior to the school year. The school year will contain 182 days of instruction, plus two Staff Development Days.

APPENDIX A-3
2010-2011 SCHOOL CALENDAR

The 2010-2011 school calendar will be developed by the parties prior to the school year. The school year will contain 182 days of instruction, plus two Staff Development Days.

APPENDIX B-1

2008-2009 SALARY SCHEDULE FOR TEACHERS

2008-09

| STEP | BA | MA/BA+45 | MA15 | MA30 | MA45 | MA60 | PHD |
|------|--------|----------|---------|---------|---------|---------|---------|
| 1 | 48,284 | 55,598 | | 61,118 | | 65,998 | 68,752 |
| 2 | 49,701 | 57,233 | | 62,433 | | 67,934 | 70,768 |
| 3 | 51,159 | 58,920 | | 64,404 | | 69,927 | 72,845 |
| 4 | 52,227 | 60,831 | 63,392 | 66,139 | 68,828 | 71,387 | 74,366 |
| 5 | 54,627 | 63,744 | 66,263 | 68,828 | 71,387 | 74,145 | 77,123 |
| 6 | 56,708 | 66,619 | 69,001 | 71,387 | 74,145 | 76,887 | 79,867 |
| 7 | 59,735 | 70,301 | 72,580 | 75,144 | 77,707 | 80,400 | 83,379 |
| 8 | 62,116 | 73,169 | 75,562 | 78,130 | 80,515 | 83,256 | 86,237 |
| 9 | 64,443 | 75,967 | 78,534 | 81,100 | 83,367 | 86,122 | 89,100 |
| 10 | 66,817 | 78,997 | 81,568 | 84,141 | 86,342 | 88,912 | 91,889 |
| 11 | 68,771 | 81,438 | 84,005 | 86,581 | 88,848 | 91,600 | 94,579 |
| 12 | 70,721 | 84,038 | 86,426 | 88,998 | 91,380 | 94,624 | 97,602 |
| 13 | 72,659 | 86,579 | 88,970 | 91,407 | 93,984 | 97,270 | 100,244 |
| 14 | 74,571 | 89,024 | 91,587 | 93,977 | 96,361 | 100,037 | 103,016 |
| 15 | 76,771 | 91,892 | 94,448 | 96,841 | 99,287 | 103,046 | 106,025 |
| 16 | 78,983 | 94,630 | 97,196 | 99,586 | 102,146 | 106,024 | 109,002 |
| 17 | 81,197 | 97,490 | 100,056 | 102,449 | 105,024 | 109,036 | 112,018 |
| 18 | 81,197 | 100,353 | 102,801 | 105,376 | 107,936 | 111,829 | 114,806 |
| 19 | 87,521 | 106,679 | 109,139 | 114,561 | 116,959 | 119,713 | 122,694 |
| 20 | 89,532 | 108,688 | 111,151 | 116,570 | 118,966 | 121,723 | 124,701 |
| 21 | 89,532 | 108,688 | 111,151 | 116,570 | 118,966 | 121,723 | 124,701 |
| 22 | 89,532 | 108,688 | 111,151 | 116,570 | 118,966 | 121,723 | 124,701 |
| 23 | 89,532 | 108,688 | 111,151 | 116,570 | 118,966 | 121,723 | 124,701 |
| 24 | 91,548 | 110,720 | 113,163 | 118,592 | 120,987 | 123,739 | 126,720 |
| 25 | 93,555 | 112,724 | 115,176 | 120,604 | 122,994 | 125,750 | 128,730 |

APPENDIX B-1 a.
2008-2009 LABORATORY ASSISTANT'S SCHEDULE

| STEP | BA | 2- year College |
|-------------|-----------|------------------------|
| 1 | 44,181 | 36,230 |
| 2 | 45,975 | 39,405 |
| 3 | 47,766 | 41,196 |
| 4 | 50,379 | 43,812 |
| 5 | 52,170 | 45,602 |
| 6 | 53,965 | 47,398 |

APPENDIX B-2

2009-2010 SALARY SCHEDULE FOR TEACHERS

2009-10

| STEP | BA | MA/BA+45 | MA15 | MA30 | MA45 | MA60 | PHD |
|------|--------|----------|---------|---------|---------|---------|---------|
| 1 | 49,878 | 57,433 | | 63,135 | | 68,176 | 71,021 |
| 2 | 51,341 | 59,122 | | 64,494 | | 70,176 | 73,104 |
| 3 | 52,847 | 60,864 | | 66,529 | | 72,235 | 75,249 |
| 4 | 53,951 | 62,838 | 65,484 | 68,322 | 71,099 | 73,743 | 76,820 |
| 5 | 56,430 | 65,847 | 68,450 | 71,099 | 73,743 | 76,591 | 79,668 |
| 6 | 58,579 | 68,818 | 71,278 | 73,743 | 76,591 | 79,425 | 82,503 |
| 7 | 61,706 | 72,621 | 74,975 | 77,623 | 80,272 | 83,053 | 86,130 |
| 8 | 64,166 | 75,584 | 78,055 | 80,708 | 83,172 | 86,003 | 89,083 |
| 9 | 66,570 | 78,474 | 81,126 | 83,776 | 86,118 | 88,964 | 92,040 |
| 10 | 69,022 | 81,604 | 84,259 | 86,917 | 89,191 | 91,846 | 94,922 |
| 11 | 71,040 | 84,125 | 86,777 | 89,438 | 91,780 | 94,623 | 97,700 |
| 12 | 73,055 | 86,811 | 89,278 | 91,935 | 94,395 | 97,747 | 100,823 |
| 13 | 75,057 | 89,436 | 91,906 | 94,424 | 97,086 | 100,480 | 103,552 |
| 14 | 77,032 | 91,962 | 94,609 | 97,078 | 99,541 | 103,338 | 106,415 |
| 15 | 79,304 | 94,925 | 97,565 | 100,036 | 102,563 | 106,447 | 109,524 |
| 16 | 81,590 | 97,753 | 100,403 | 102,872 | 105,517 | 109,523 | 112,599 |
| 17 | 83,876 | 100,707 | 103,358 | 105,830 | 108,490 | 112,634 | 115,714 |
| 18 | 83,876 | 103,665 | 106,194 | 108,854 | 111,498 | 115,520 | 118,595 |
| 19 | 90,409 | 110,200 | 112,740 | 118,341 | 120,818 | 123,663 | 126,742 |
| 20 | 92,486 | 112,274 | 114,819 | 120,417 | 122,892 | 125,740 | 128,816 |
| 21 | 92,486 | 112,274 | 114,819 | 120,417 | 122,892 | 125,740 | 128,816 |
| 22 | 92,486 | 112,274 | 114,819 | 120,417 | 122,892 | 125,740 | 128,816 |
| 23 | 92,486 | 112,274 | 114,819 | 120,417 | 122,892 | 125,740 | 128,816 |
| 24 | 94,570 | 114,374 | 116,897 | 122,506 | 124,979 | 127,822 | 130,902 |
| 25 | 96,642 | 116,444 | 118,976 | 124,584 | 127,053 | 129,899 | 132,979 |

APPENDIX B-2 a.
2009-2010 LABORATORY ASSISTANT'S SCHEDULE

| STEP | BA | 2- year College |
|-------------|-----------|------------------------|
| 1 | 45,639 | 37,426 |
| 2 | 47,492 | 40,705 |
| 3 | 49,343 | 42,555 |
| 4 | 52,042 | 45,258 |
| 5 | 53,891 | 47,107 |
| 6 | 55,746 | 48,962 |

APPENDIX B-3

2010-2011 SALARY SCHEDULE FOR TEACHERS

| 2010-11 STEP | BA | MA/BA+45 | MA15 | MA30 | MA45 | MA60 | PHD |
|-----------------|--------|----------|---------|---------|---------|---------|---------|
| 1 | 51,574 | 59,386 | | 65,282 | | 70,494 | 73,435 |
| 2 | 53,086 | 61,132 | | 66,687 | | 72,562 | 75,589 |
| 3 | 54,644 | 62,934 | | 68,791 | | 74,691 | 77,807 |
| 4 | 55,785 | 64,975 | 67,711 | 70,645 | 73,516 | 76,250 | 79,432 |
| 5 | 58,348 | 68,086 | 70,777 | 73,516 | 76,250 | 79,195 | 82,377 |
| 6 | 60,571 | 71,158 | 73,701 | 76,250 | 79,195 | 82,125 | 85,308 |
| 7 | 63,804 | 75,090 | 77,524 | 80,263 | 83,001 | 85,877 | 89,058 |
| 8 | 66,348 | 78,154 | 80,709 | 83,452 | 86,000 | 88,927 | 92,111 |
| 9 | 68,833 | 81,142 | 83,884 | 86,625 | 89,046 | 91,989 | 95,170 |
| 10 | 71,369 | 84,378 | 87,124 | 89,873 | 92,224 | 94,969 | 98,149 |
| 11 | 73,456 | 86,986 | 89,727 | 92,479 | 94,900 | 97,840 | 101,022 |
| 12 | 75,538 | 89,763 | 92,314 | 95,061 | 97,604 | 101,070 | 104,251 |
| 13 | 77,609 | 92,477 | 95,031 | 97,634 | 100,387 | 103,896 | 107,073 |
| 14 | 79,651 | 95,088 | 97,826 | 100,379 | 102,925 | 106,852 | 110,033 |
| 15 | 82,001 | 98,152 | 100,882 | 103,438 | 106,050 | 110,066 | 113,248 |
| 16 | 84,364 | 101,077 | 103,817 | 106,370 | 109,105 | 113,247 | 116,427 |
| 17 | 86,728 | 104,131 | 106,872 | 109,428 | 112,178 | 116,463 | 119,648 |
| 18 | 86,728 | 107,189 | 109,804 | 112,555 | 115,289 | 119,447 | 122,627 |
| 19 | 93,483 | 113,946 | 116,574 | 122,365 | 124,926 | 127,868 | 131,052 |
| 20 | 95,631 | 116,092 | 118,723 | 124,511 | 127,070 | 130,015 | 133,196 |
| 21 | 95,631 | 116,092 | 118,723 | 124,511 | 127,070 | 130,015 | 133,196 |
| 22 | 95,631 | 116,092 | 118,723 | 124,511 | 127,070 | 130,015 | 133,196 |
| 23 | 95,631 | 116,092 | 118,723 | 124,511 | 127,070 | 130,015 | 133,196 |
| 24 | 97,785 | 118,262 | 120,872 | 126,671 | 129,229 | 132,168 | 135,352 |
| 25 | 99,928 | 120,403 | 123,022 | 128,819 | 131,373 | 134,316 | 137,500 |

APPENDIX B-3 a.
2010-2011 LABORATORY ASSISTANT'S SCHEDULE

| STEP | BA | 2- year College |
|-------------|-----------|------------------------|
| 1 | 47,191 | 38,698 |
| 2 | 49,107 | 42,089 |
| 3 | 51,020 | 44,002 |
| 4 | 53,811 | 46,797 |
| 5 | 55,723 | 48,709 |
| 6 | 57,641 | 50,626 |

APPENDIX C
SALARY FEATURES

1. Salary increases on the salary schedule shall be as follows:

2008-09: 3.00% plus Enhancements of steps:

Enhancement of steps 12-18 on the MA +60 & PhD columns:
step 12 +\$500, step 13 +\$600, step 14 +\$750, step 15 +\$900,
step 16 +\$1000, step 17 +\$1,100, step 18 +\$1,200.

2009-10: 3.30%.

2010-11: 3.40%.

All additions listed above have been included in the salary schedules printed as B-1 – B-3.

The salary schedule, B-3, will remain in effect until modified through mutual agreement.

2. Courses taken for movement to the next salary column will be credited according to the prescriptions of New York State Law.

a. In-service credits for salary movement will be limited to a ratio of one-third for movement beyond the Master’s degree for all teachers.

b. Internet or correspondence course credits for salary movement will be limited to a maximum of 6 credits for any column movement. This Agreement recognizes that members of the CTA who have previously received Superintendent’s approval for more than 6 credits may use the excess toward their next column movement.

c. All in-service courses taken for salary credit or for a stipend, when offered, must have prior approval from the Superintendent. Probationary teachers may “bank” in-district in-service courses and in compliance with #2a above, use them for salary credit when they are granted tenure in the Commack School District.

d. Teacher Assistants may be permitted to take district in-service courses. The credits earned will only be applied for salary credit when that teacher assistant receives NYS teacher certification and a tenure appointment in the Commack School District.

e. Courses that are part of a program leading to education administration certificates (SAS & SDA) will be accepted for graduate salary credit.

f. Coaching related coursework, which leads to coaching certification, will be accepted for graduate salary credit, provided that the courses being taken are related to the teacher’s coaching assignment.

3. Normally in-service credits shall be credited toward placement on a salary guide only when earned while a teacher is employed within the Commack School system and only for such courses approved by the Board of Education. Application for approval of

credit to be applied to placement on the salary guide must have prior approval of the Superintendent.

4. In-service courses may be offered by the District for a stipend payment. Courses will be offered other than during normal school hours. Only tenured teachers at maximum (MA+60 or Ph.D.) on the salary schedule will be eligible for this stipend option. Courses designated by the District as being offered for stipend payment or salary credits, must be advertised as such by the District. For the 2008-09 school year, the stipend payment, upon the successful completion of the course, will be \$359.43 per twelve (12) hour workshop (1 credit); \$371.29 in 2009-10, and \$383.91 in 2010-11. Teachers must not receive any other compensation for taking the course.

5. All column changes achieved during the period of September 1 through August 31 will be applied toward proper column placement as of September 1 of the following school year.

6. No unit members will be permitted to move on to the following salary columns:

- BA+15
- BA+30
- BA+45
- BA+60
- MA+15
- MA+45

Only those unit members who were on one of these columns as of September 1, 1997, are permitted to move down steps within that column in subsequent years.

7. For those whose employment began September 1, 1996 or later: During their probationary period, those who were hired on the BA salary column may move only to the MA salary column. Credits earned with prior approval will be applied toward appropriate column placement upon the granting of tenure.

8. For placement purposes on the salary schedule, two 1/2 year assignments will be added to equal one full year. However, in computing total experience, five additional months or more, or one full semester or more, but less than one full year, will be credited as a full year on the schedule. New teachers to the District, hired after July 1, 1988, may be placed on salary schedule at step to be determined by the District.

9. Teachers shall be granted credit for prior teaching experience at the discretion of the Board of Education. For purposes of placement upon step 23, or any higher step, teachers who have completed one year's service at the maximum step in their column will be granted credit for prior teaching experience not previously credited in this District, provided such prior uncredited service meets the same criteria as are applied for original salary placement. Teachers who may qualify for such credit will be expected to apply, on their own initiative, for such placement. Applicants who can verify 180 days or more of substitute teaching in the two years prior to full time employment, with at least one assignment consisting of 20 or more consecutive days in the same classroom, may be given credit for a maximum of one full year of teaching experience.

10. Where a teacher has completed more than 130 units in obtaining a Bachelor's degree, credits earned above 130 units will be counted the same as units earned after the degree has been granted at such time as the teacher is permanently certified. No more than 15 units in excess of 130 earned undergraduate credits may be applied in this manner.

11. When a teacher has completed two advanced degrees on the same level, either degree, regardless of which was earned first, may be recognized and the credits taken in completing the second degree shall be counted as units beyond that level.

12. Teachers hired without permanent certification will be required to meet the state minimum in preparation for certification for continuation of probationary status.

13. The Board of Education, upon recommendation of the Superintendent of Schools, may withhold increments, or hold any teacher on step, or both, within the provisions of the laws of the State of New York, or within the decision of any other New York State administrative agency. The Board will give the teacher affected adequate notice and provide for a hearing, if requested, with representation, if so desired.

14. Psychologists will receive an additional \$750 each year, as per past practice.

15. As of July 1, 2008, a longevity payment of \$2,500 shall be given to all full-time teachers on salary columns MA+30, MA+45, MA+60, and Ph.D. who have completed 23 years of full-time credited service in the District.

In addition, as of July 1, 2008, a longevity payment of \$2,500 shall be given to all full-time teachers on salary columns MA+30, MA+45, MA+60, and Ph.D. who have completed 25 years of full-time credited service in the District.

16. All teachers shall undergo a complete and satisfactory physical examination upon employment and a second complete and satisfactory physical examination prior to the time of appointment to tenure. If the school physician is utilized, the school shall bear the expense. If a private doctor is selected, the teacher shall pay for the examination. The type of examination shall be determined by the Board of Education and shall be reported on a form to be provided by the school district. Results of such examinations shall be held in strict confidence.

17. a. This paragraph provides for payment of services rendered during the non-school term. The Registered Nurse shall be paid on a pro-rated basis of the Registered Nurses' annual salary for the succeeding school year.

b. Directed work after the regular work day, as provided in Article V, 5.01c.(1) and (2) will be compensated on a pro-rated basis of the Registered Nurses' annual salary.

18. Nurses' Longevity Differential Clause:

Effective July 1, 1990 longevity differentials shall be as follows:

| <u>Years of Continuous Service</u> | <u>Amount</u> |
|------------------------------------|--|
| 10 years | \$750 |
| 15 years | \$1,500 (includes 10 yr. amount) |
| 20 years | \$2,250 (includes 10 yr. and 15 yr. amounts) |

19. Starting July 1, 2008, teachers and psychologists who first achieve or renew their National Board Certification shall receive a yearly stipend of \$1500. This stipend will continue at this rate for 10 years for teachers and 3 years for psychologists or until re-certification is required by the National Board. This stipend will be paid in two equal payments on the first payroll in September and the first payroll in the following February.

20. Social workers who achieve ACSW certification shall receive an additional yearly stipend of \$1,000.

21. As of July 1, 2006 all full-time teachers first employed on or after July 1, 1996 shall receive an annual career stipend of \$1,000 upon completion of ten years of credited full-time uninterrupted teaching service in the District. This shall be paid as part of regular salary.

22. The President of the CTA shall be consulted when a new teacher is being hired and is being offered placement on a step on the salary schedule for which they are not receiving full credit for similar teaching experience rendered in other public school districts in New York State.

23. Effective July 1, 2003, column movement on the salary schedule shall be limited to no more than one column every two school years. This shall be retroactive for all teachers who have moved one or more columns within the school year preceding the term of this Agreement.

24. Effective July 1, 2003, steps 1-3 for MA+30, MA+60 and PhD columns will exist for the placement of those newly hired.

Salary for these steps and columns will be adjusted each year of the agreement to reflect salary increases. The District will have the sole prerogative to place newly hired teachers on these steps and columns.

APPENDIX D 1
GROUP INSURANCE

1. NON-CONTRIBUTORY LIFE INSURANCE PLAN SUMMARY

All Members

| Annual Rate of Basic Earnings | Term of Continuous Service | Amount of Group Life Insurance |
|------------------------------------|---------------------------------|-----------------------------------|
| \$15,000 or more | 20 years or more | \$ 29,000 |
| | 15 years but less than 20 years | 26,100 |
| | 10 years but less than 15 years | 23,200 |
| | 5 years but less than 10 years | 20,300 |
| | 3 years but less than 5 years | 17,400 |
| | Less than 3 years | 14,500 |
| \$10,000 but less than \$15,000 | 20 years or more | \$ 26,100 |
| | 15 years but less than 20 years | 23,200 |
| | 10 years but less than 15 years | 20,300 |
| | 5 years but less than 10 years | 17,400 |
| | 3 years but less than 5 years | 14,500 |
| | Less than 3 years | 11,600 |
| Less than \$10,000 | 20 years or more | \$ 23,200 |
| | 15 years but less than 20 years | 20,300 |
| | 10 years but less than 15 years | 17,400 |
| | 5 years but less than 10 years | 14,500 |
| | 3 years but less than 5 years | 11,600 |
| | Less than 3 years | 8,700 |

APPENDIX D 2
DISABILITY INSURANCE

2. NON-CONTRIBUTORY - LONG TERM DISABILITY PLAN SUMMARY

INSURANCE SCHEDULE

Monthly Benefit* Amount

66 2/3% of monthly earnings subject to a maximum of \$5,000 per month. There will be an additional premium amount required for the coverage above \$2000 per month. Starting with the first payroll of the 2008-09 school year, members will be payroll deducted for this additional premium at an individual rate as determined by the individual increase in covered payroll provided. The District shall not be responsible for the payment of any premium other than the premium necessary for the District to provide coverage in the amount of \$2,000 per month.

MAXIMUM BENEFIT PERIOD to age 65 for accident: to age 65 for sickness
PERIOD OF DISABILITY

WAITING PERIOD 90 Calendar Days

*NOTE: THE MONTHLY BENEFIT PAYABLE WILL BE REDUCED BY THE AMOUNT OF ANY "OTHER INCOME."

DEFINITION OF ELIGIBLE EMPLOYEES

The term "employee" shall mean each of the Employer's full-time employees regularly working on any annual salary at the Employer's usual place of business who is identified in clause 1.01.

It is understood that a full time employee is one who is employed on a permanent basis for the entire school year; said employee must work at least one-half of the school day.

APPENDIX E
INTERSCHOLASTIC ATHLETIC
COACHING PLACEMENT RATIONALE

1. Interscholastic salaries will be increased over the course of this Agreement as follows:

2008-09: 3.00%
2009-10: 3.30%
2010-11: 3.40%

2. For purposes of placement on coaching schedules:

a. credit coaching experience at a higher level of competition for placement on the coaching schedule for the same sport at a lower level of competition;

b. place a coach moving to a higher level of competition in the same sport on the first step that provides an increase in compensation from that which would be earned at the lower level from which the coach is moving.

3. Post Season

- a. Post season pay will be limited to varsity and assistant varsity coaches.
- b. Post season stipends will reflect a daily rate computed by dividing the gross pay for regular season by the number of day in the regular coaching season for that sport.
- c. The length of the season will be defined as the time from the first practice to the last acknowledged competition in the season in which teams regularly participate.
- d. Practice days and game days will be counted equally in computing the length of the season.
- e. If fewer than 8 athletes are involved in post-season, only the head coach will be compensated, unless an additional coach is required for a special event.
- f. When individual players become part of a sectional or divisional team with a separate coaching staff and it is not required by Section XI rules for the coach to attend, coaches will not be paid and their attendance will be voluntary.
- g. The season for every sport, except Golf, must consist of no less than 50 days of practice and competitions to qualify for post-season pay. Playoff days will count towards the 50 day minimum for sports having short seasons before coaches will be paid for post season play.
- h. Unforeseen problems that may occur will be reviewed by the Director of Athletics, Physical Education & Recreation, and a CTA representative on a case-by-case basis.

4. Determine new coaching schedule steps 1-4 in the following manner:

| | | |
|--------|---|----------------|
| Step 1 | + | 80% of maximum |
| Step 2 | + | 85% of maximum |
| Step 3 | + | 90% of maximum |
| Step 4 | + | 95% of maximum |
| Step 5 | + | the maximum |

5. Continue expectation of a six day per week coaching commitment for all coaching assignments except golf (a five day commitment) and cheerleading (a three day commitment).

6. Appendix E1-E5 will reflect computed coaching schedules for the years of the contract.

7. The hourly rate for a NATA certified trainer is listed in the table below.

| 2008-09 | 2009-10 | 2010-11 |
|----------------|----------------|----------------|
| \$31.02 | \$32.05 | \$33.14 |

8. Dual Coaching Assignments

When the district has attempted without success to fill a coaching vacancy prior to the start of an interscholastic athletic season or when a coach is unable to complete a coaching assignment, the district:

a. will either cancel the program or continue efforts to fill the vacancy until the mid-point of the season;

b. will review with appropriate coaches, supervisors, and administrators the relative merits of continuing efforts to fill the vacancy, terminating the program, or assigning one coach concurrent responsibility for two teams.

If one coach is assigned responsibility for two teams either for the season, balance of the season, or until the vacancy can be filled, that coach will be compensated as follows:

- Two thirds the compensation per week multiplied by the percent of maximum applicable to the coach's salary step (see Appendix E, 4) multiplied by the number of weeks of service provided.

9. Coaches are required to attend 1 district code night per year, and individual sports awards ceremonies. The district code night will count as one of the four required evenings.

APPENDIX E-1 Varsity Schedule Step 5
(Refer to Appendix E #4 for steps 1-4)

| | 2008-09 | 2009-10 | 2010-11 |
|-------------------------|----------------|----------------|----------------|
| Badminton | 6454 | 6667 | 6894 |
| Badminton Assistant | 5163 | 5334 | 5515 |
| Baseball | 8126 | 8394 | 8679 |
| Baseball Assist. | 7304 | 7545 | 7801 |
| Basketball | 9129 | 9430 | 9751 |
| Basketball Assist | 7304 | 7545 | 7801 |
| Bowling | 6283 | 6490 | 6711 |
| Cheerleading | 9758 | 10080 | 10423 |
| Cheerleading Assistant | 7806 | 8064 | 8338 |
| Cross Country | 7056 | 7288 | 7536 |
| Cross Country Assistant | 5644 | 5831 | 6029 |
| Dance/Kick/Pom | 9432 | 9743 | 10074 |
| Dance/Kick/Pom Assist | 7545 | 7794 | 8059 |
| Fencing | 7273 | 7513 | 7768 |
| Fencing Assist | 5626 | 5812 | 6009 |
| Field Hockey | 7615 | 7866 | 8134 |
| Field Hockey Assistant | 6091 | 6292 | 6506 |
| Football | 9632 | 9949 | 10288 |
| Football Assist. | 7852 | 8111 | 8387 |
| Golf, Boys | 5881 | 6075 | 6282 |
| Golf, Girls | 6283 | 6490 | 6711 |
| Gymnastics | 7555 | 7804 | 8070 |
| Gymnastics Assist. | 5547 | 5730 | 5924 |
| Lacrosse | 8126 | 8394 | 8679 |
| Lacrosse Assist. | 6501 | 6716 | 6944 |
| Soccer | 7615 | 7866 | 8134 |
| Soccer Assist. | 6307 | 6515 | 6736 |
| Softball | 8126 | 8394 | 8679 |
| Softball Assist. | 6501 | 6716 | 6944 |
| Swimming, Girls | 7555 | 7804 | 8070 |
| Tennis, Boys | 7883 | 8143 | 8420 |
| Tennis, Girls | 7011 | 7243 | 7489 |
| Track | 7813 | 8070 | 8345 |
| Track Assist. | 6215 | 6420 | 6638 |
| Volleyball | 7615 | 7866 | 8134 |
| Winter Track | 7842 | 8101 | 8377 |
| Winter Track, Assist. | 6247 | 6453 | 6673 |
| Wrestling | 9129 | 9430 | 9751 |

APPENDIX E-2 Junior Varsity Schedule
Step 5 (Refer to Appendix E #4 for steps 1-4)

| | 2008-09 | 2009-10 | 2010-11 |
|------------------------|----------------|----------------|----------------|
| Baseball | 6288 | 6496 | 6717 |
| Basketball | 6808 | 7033 | 7272 |
| Cheerleading | 7808 | 8066 | 8340 |
| Dance/Kick/Pom | 7808 | 8066 | 8340 |
| Dance/Kick/Pom Assist. | 6247 | 6453 | 6673 |
| Field Hockey | 5789 | 5980 | 6183 |
| Football | 7685 | 7938 | 8208 |
| Football Assist. | 7118 | 7353 | 7603 |
| Golf | 4816 | 4975 | 5144 |
| Lacrosse | 6289 | 6497 | 6718 |
| Lacrosse Assist. | 6052 | 6252 | 6465 |
| Soccer | 5788 | 5979 | 6182 |
| Softball | 6289 | 6497 | 6718 |
| Tennis, Boys | 6069 | 6269 | 6482 |
| Tennis, Girls | 5266 | 5440 | 5625 |
| Volleyball | 5788 | 5979 | 6182 |
| Wrestling | 6808 | 7033 | 7272 |

APPENDIX E-3 Middle School
Step 5 (Refer to Appendix E #4 for steps 1-4)

| | 2008-09 | 2009-10 | 2010-11 |
|-------------------------|----------------|----------------|----------------|
| Baseball | 5212 | 5384 | 5567 |
| Basketball | 5753 | 5942 | 6144 |
| Cheerleading | 5572 | 5756 | 5952 |
| Cross Country | 5212 | 5384 | 5567 |
| Cross Country Assistant | 4169 | 4307 | 4453 |
| Dance/Kick | 7831 | 8090 | 8365 |
| Field Hockey | 5212 | 5384 | 5567 |
| Football | 5687 | 5874 | 6074 |
| Football Assist. | 5212 | 5384 | 5567 |
| Gymnastics, Boys | 5753 | 5942 | 6144 |
| Gymnastics, Girls | 5687 | 5874 | 6074 |
| Gym Assist., Girls | 5212 | 5384 | 5567 |
| Lacrosse | 5212 | 5384 | 5567 |
| Soccer | 5212 | 5384 | 5567 |
| Softball | 5212 | 5384 | 5567 |
| Tennis | 5212 | 5384 | 5567 |
| Tennis Assistant | 4691 | 4845 | 5010 |
| Track | 5687 | 5874 | 6074 |
| Track Assist. | 5212 | 5384 | 5567 |
| Volleyball | 5753 | 5942 | 6144 |
| Wrestling | 6254 | 6461 | 6680 |
| Wrestling Assist. | 5753 | 5942 | 6144 |

APPENDIX E-4 JV 9
Step 5 (Refer to Appendix E #4 for steps 1-4)

| | 2008-09 | 2009-10 | 2010-11 |
|------------------|----------------|----------------|----------------|
| Baseball | 5480 | 5660 | 5853 |
| Basketball | 6319 | 6528 | 6750 |
| Cheerleading | 7156 | 7393 | 7644 |
| Football | 6898 | 7126 | 7368 |
| Football Assist. | 6346 | 6555 | 6778 |
| Lacrosse | 5480 | 5660 | 5853 |
| Soccer | 5480 | 5660 | 5853 |
| Softball | 5480 | 5660 | 5853 |

APPENDIX E-5
INTRAMURAL SALARY SCHEDULES

| STEP | 2008-09 | 2009-10 | 2010-11 |
|-------------|----------------|----------------|----------------|
| 1 | 34.63 | 35.77 | 36.99 |
| 2 | 37.10 | 38.32 | 39.63 |
| 3 | 44.37 | 45.84 | 47.40 |

APPENDIX F-1 — EXTRA CURRICULAR

The value of the scale unit for co-curricular compensation is 2008-09: \$941; 2009-10: \$972; 2010-11: \$1,006.

Co-Curricular Activity Units

| <u>High School Positions</u> | <u>Scale Units</u> |
|---|--------------------|
| Peer Leadership Advisor..... | 8.96 |
| Auditorium Monitor | 7 |
| Student Gov't. Advisors (2)..... | 6 |
| Marching Band | 5.5 |
| Musical Production Director | 5 |
| Newspaper Advisor..... | 5 |
| Yearbook..... | 5 |
| CSIP Coordinator..... | 5 |
| MAAP Coordinator | 5 |
| AV Coordinator..... | 4.5 |
| Senior Class Advisor (2)..... | 4 |
| Webmaster | 4 |
| Drama Production Director | 4 |
| Musical Production Assist. (2)..... | 3 |
| Pit Orch. Director | 3 |
| Junior Class Advisor (2)..... | 3 |
| Bookstore Advisor | 3 |
| Marching Band Assist..... | 3 |
| ICA Stage Band | 3 |
| ICA Jazz Ensemble..... | 3 |
| ICA Chamber Choir..... | 3 |
| ICA Chamber Orchestra | 3 |
| ICA Jazz Messengers'..... | 3 |
| ICA Vocal Jazz Ensemble..... | 3 |
| ICA Wind Ensemble | 3 |
| ICA Women's Choir | 3 |
| Boys Leaders Corps..... | 3 |
| Girls Leaders Corps | 3 |
| Literary Productions Grade10 & 12 | 2.5 |
| Set Construction Musical..... | 2.5 |
| Set Construction Drama..... | 2.5 |
| Artistic Set Designer Musical..... | 2 |
| Artistic Set Designer Drama..... | 2 |
| National Honor Society | 2 |
| Sophomore Class Advisor (2)..... | 2 |
| Assembly/Graduation | 2 |
| In the Spotlight | 2 |
| Director of Productions | 2 |
| PLAN Advisor | 2 |

| | |
|--|------|
| Athletes Helping Athletes..... | 2 |
| ICA Men's Ensemble (2)..... | 1.5 |
| Freshman Class Advisor (2)..... | 1.5 |
| Chess Club..... | 1.5 |
| Debate Team..... | 1.5 |
| Math Team Grade 10-12..... | 1.5 |
| Math Team Grade 9..... | 1.5 |
| Orchestra Assist..... | 1.5 |
| National Art Honor Society..... | 1.5 |
| Tri-M Music Honor Society..... | 1.5 |
| Future Business Leaders of America..... | 1.5 |
| Mock Trial Team..... | 1.5 |
| NYS Bus. & Marketing Honor Society..... | 1.5 |
| English Honor Society..... | 1.5 |
| NYS Social Studies Honor Society..... | 1.5 |
| Technology Honor Society..... | 1.5 |
| Nat'l Math Honor Society..... | 1.5 |
| Science Honor Society..... | 1.5 |
| Future Educators of America..... | 1.5 |
| Future Health Care Professionals..... | 1.5 |
| Computer Science Club..... | 1.5 |
| 9th Grade Literary Magazine..... | 1.5 |
| Senior Project Advisor..... | 1.5 |
| Best Buddies (2)..... | 1.25 |
| International Culture Society..... | 1 |
| IB Essay Coordinator..... | 1 |
| Model Congress..... | 1 |
| Model UN Advisor..... | 1 |
| Federal Challenge Advisor..... | 1 |
| Brainstormers Advisors..... | 1 |
| Open House/Freshman Orientation Coor..... | 1 |
| Senior Awards Coor..... | 1 |
| Science Fiction Magazine..... | 1 |
| District Accompanist..... | 1 |
| A World of Difference Club..... | 1 |
| Refreshment Stand at Events Coor. (2)..... | 1 |
| Nat'l Spanish Honor Society..... | 1 |
| Nat'l French Honor Society..... | 1 |
| Nat'l Italian Honor Society..... | 1 |
| Nat'l German Honor Society..... | 1 |
| Special Olympics..... | 1 |
| Technology Club..... | .75 |
| Grandfriends Club..... | .75 |
| Gay/Straight Alliance..... | .75 |
| Literary Club..... | .75 |
| SADD Advisor..... | .75 |
| Greenhouse Club..... | .75 |

| | |
|--|---------|
| Students Against Drug Abuse Club | .75 |
| Environment Club..... | .5 |
| Science Olympiad (4)..... | .5 each |
| Simpson Club | .5 |
| Student Mediation..... | .5 |
| Science Fair Advisor..... | .5 |
| Bible Club..... | .5 |
| Fashion Club..... | .5 |
| Commack Day Coor. | .5 |
| Math Magazine..... | .5 |
| American Sign Language Club..... | .5 |
| Future American String Teachers' Assoc. | .5 |
| Nat'l Thespian Troupe Assoc. | .5 |
| Yodel Kadodel Club (2)..... | .5 |
| Photography Club..... | .5 |
| Latin Honor Society..... | .5 |
| Young Democrats Club..... | .5 |
| Young Republicans Club | .5 |
| Robotics Club | .5 |
| Art Club | .5 |
| NY Math League | .3 |

| <u>Middle School Position</u> | <u>ScaleUnits</u> |
|--|--------------------------|
| Student Govt. Advisor | 5 |
| Student Govt. Assist (3)..... | 3.5 |
| Musical Variety Show..... | 3.5 |
| Festival of the Arts Coordinator | 3 |
| Yearbook Advisor | 3 |
| Auditorium/Stage Manager | 3 |
| Webmaster | 4 |
| Musical Director..... | 2.5 |
| School Store Advisor | 2 |
| AV Coordinator..... | 2 |
| Newspaper Advisor..... | 2 |
| Science Research Club | 2 |
| MS Jazz Band | 2 |
| MS Women's Choir | 2 |
| MS Select Band | 2 |
| MS Select Choir..... | 2 |
| MS Select Orchestra | 2 |
| MS Stage Band | 2 |
| 7th Grade Math Team | 1.5 |
| 8th Grade Math Team | 1.5 |
| Boys Leaders Corps..... | 1.5 |
| Girls Leaders Corps. | 1.5 |
| Literary Magazine | 1.5 |
| Set Designer..... | 1.5 |

| | |
|--|------|
| Best Buddies (2)..... | 1.25 |
| The Fan Club..... | 1.25 |
| Assembly Program Coor. | 1 |
| Nat’l Junior Honor Society | 1 |
| Math Olympiad | 1 |
| Choreographer..... | 1 |
| MS Tri-M Honor Society | 1 |
| MS Art Service Club..... | 1 |
| Students Against Destructive Decisions (SADD)..... | .75 |
| Science Competition Advisor | .75 |
| Writer’s Block Club | .75 |
| Mathcounts Advisor | .75 |
| Moot Court/Debate Team..... | .75 |
| History Club..... | .75 |
| Quiz Bowl Club | .75 |
| Spanish Club | .75 |
| Computer Club..... | .75 |
| Airplane Club..... | .75 |
| Outdoor Club | .75 |
| Rocket Club (2)..... | .75 |
| Ecology Club | .75 |
| 24 Math Club | .75 |
| Scrapbook Club..... | .75 |
| CMS Unplugged | .75 |
| Theater Club..... | .75 |
| FACS Club | .75 |
| Weather Club..... | .75 |
| Chess Club | .75 |
| Scrabble Club..... | .75 |
| Future Teachers of America | .75 |
| Club Europa | .75 |

| <u>Intermediate Level Positions</u> | <u>Scale Units</u> |
|--|---------------------------|
| Student Council Advisor | 3.5 |
| Intermed. School Webmaster | 3 |
| Cultural Arts | 3 |
| Student Council Assist. (2) | 2 |
| Community Presentation Coordinator | 2 |
| Community Presentation Assistant | 2 |
| District Elementary Band | 1.5 |
| District Elementary Orch. | 1.5 |
| District Elementary Choir | 1.5 |
| Jazz Ensemble..... | 1 |
| Word Masters Grade 4 | 1 |
| Math/Science League (2) | 1 |
| Technology/Media Club (2)..... | 1 |
| Chamber Orch., Burr and Sawmill | 1 each |

| | |
|--------------------------------------|--------|
| Wind Ensemble, Burr and Sawmill..... | 1 each |
| Select Choir, Burr and Sawmill | 1 each |
| Continental Math Grade 5 (2)..... | 1 |
| Continental Math Grade 4 (2)..... | 1 |
| Continental Math Grade 3 (2)..... | .75 |

Plus 8 more scale points (in 2008-09) for each intermediate school to be determined by building committees

| <u>Primary Level Positions</u> | <u>Scale Units</u> |
|---------------------------------------|---------------------------|
| Primary School Webmaster | 2 |

APPENDIX F-2
TIME ALLOWANCES FOR SUPERVISION OF
EXTRA CURRICULAR ACTIVITIES

1. Four teaching assignment maximum

- HS Student Government
- HS Newspaper
- HS Yearbook
- HS Audio Visual Coordinator
- HS CSIP Coordinator
- HS MAAP Coordinator

2. Release from building duty assignment for full year

- HS Student Government
- HS Student Government Assistant
- HS Newspaper
- HS Yearbook
- HS MAAP Coordinator
- HS Marching Band
- HS Bookstore
- HS Audio Visual Coordinators
- HS Webmaster
- Middle School Student Government
- Middle School Bookstore
- Middle School Audio Visual Coordinators

3. Release from building duty assignment for one-half year

- HS Musical Production
- HS Sophomore Class
- HS Junior Class
- HS Senior Class
- HS MAAP Mentor
- MS Yearbook

4. Release from homeroom assignment

- HS Student Government
- HS Student Government Assistant
- HS Newspaper
- HS Sophomore Class
- HS Junior Class
- HS Senior Class
- Middle School Audio Visual Coordinators
- HS Audio Visual Coordinators

5. No additional Professional Period Responsibilities

- HS CSIP Coordinator
- HS MAAP Coordinator
- HS IB Essay Coordinator
- Festival of the Arts Coordinator

APPENDIX F-3
CHAPERONES

a. Chaperone salary reflects an hourly rate and will be indexed for all years of the contract.

| | | |
|----------|----------------------|---------------------------|
| 2008-09: | \$27.00 after school | \$36.02 evenings/weekends |
| 2009-10: | \$27.90 after school | \$37.21 evenings/weekends |
| 2010-11: | \$28.85 after school | \$38.47 evenings/weekends |

b. For the 2008-09 school year, unit members who volunteer and are selected by the Commack High School administration to serve as chaperones for The CHS Special Olympics Event, annual daylong event, will be compensated at the special rate of \$154.50 for the day. In all future years that this event continues to exist and there continues to be a need for chaperones, the rate will be indexed and will increase at the same rate as all other chaperoning rates listed in the agreement.

c. The District acknowledges its intent to meet chaperoning and teacher supervision requirements at co-curricular and interscholastic athletic events with staff members, including teacher assistants, represented by the CTA when volunteers for such services are available and capable of performing the services required.

d. Driver's Education will be paid \$80.22 per 90 minute session in 2008-09; \$82.86 in 2009-10; and \$85.68 in 2010-11. This rate will be indexed and will increase at the same rate as all other chaperoning rates listed in the agreement.

APPENDIX F-4
SUMMER BAND CAMP

| | 2007-2008 | 2008-09 | 2009-10 | 2010-11 |
|-------------|------------------|----------------|----------------|----------------|
| Instructor | 243.18 | 250.48 | 258.74 | 267.54 |
| Chaperones | 121.59 | 125.24 | 129.37 | 133.77 |
| Coor. 6 day | 851.17 | 876.71 | 905.64 | 936.43 |
| Coor. 5 day | 729.58 | 751.47 | 776.27 | 802.66 |

APPENDIX G-1
LEAVE ALLOWANCE REGULATIONS

| A. Special Conditions | Entitlement | Deduction | Entitlement Exceeded or Absence not Approved |
|--|--|--|---|
| 1. Annual Leave: (For all purposes listed under this Appendix) | 15 days per year, unlimited accum- ulation for teachers new to Commack prior to July 1, 1991. 13 days per year, unlimited accumulation for teachers new to Commack July 1, 1991 or later. | | |
| 2. Definition of terms: Days - Only days on which school is in session, except as noted under Military Leave | | | |
| 3. Personal Illness: Submissions of MD certificate explaining nature of illness more than five consecutive days | Any unused part of accumulated allowance | Sick time to be deducted on a "sick day for working day basis" from accumulated allowance | 1/200th of yearly salary for each day of absence. |
| 4. Special Medical Treatment or Examinations: Approved only if treatment or examination can only be obtained during working hours | Number of days necessary | Number of days to be deducted from accumulated allowance | Same as above |
| 5. Quarantine: On doctor's order due to illness caused by a contagious disease of resident member of household | Duration of quarantine as determined by doctor or medical inspector | Same as above | Same as above |
| 6. Moving: Approved only if moving must take place during regular working hours. Notify immediate superior in writing in advance | One day per year | Same as above | Same as above |
| 7. Professional or Civil Service Examinations: Approved only if the examination must take place during regular working hours. Notify immediate superior in writing in advance | Two days per year | Same as above | Same as above |
| 8. Graduation of Husband, Wife, or Children: Approved only for actual day of graduation, if such exercise takes place during regular working hours. Notify immediate superior in writing in advance. | One day per year per graduation | Same as above | Same as above |
| 9. Jury Duty: Notice of Jury Duty must be submitted to Building Principal | Number of days required | Jury fee deducted from regular salary on per diem basis | Not applicable |

| Special Conditions | Entitlement | Deduction | Entitlement Exceeded or Absence not Approved |
|--|---|--|--|
| 10. Court Appearance: Notify immediate superior in writing in advance: | | | |
| a.) if school district is involved and employee is a party or witness on behalf of the District to the action or; | a) number of days necessary | No deduction from accumulated allowance for (a) preceding | Not Applicable |
| b) if employee is involved as a plaintiff, defendant, witness in an action not involving the school district | b) number of days necessary | Number of days absent deducted from accumulated allowance, with deductions from salary equal to witness fees for (b) preceding | 1/200th of yearly salary for each day of absence |
| 11. Closing Title to Home: Approved if closing title to home must take place during working hours | One Day | Deducted from accumulated allowance | Same as above |
| 12. Illness in immediate family, relations or substitute parent, as defined: | | | |
| a) Immediate Family is defined as spouse, children, employee's mother, father, sister or brother | a), b) and c): Time off may be granted for a reasonable time at the discretion of the Superintendent of Schools | Deducted from accumulated allowance | Same as above |
| b) Relation is defined as grandparents, mother/father-in-law | | Deducted from accumulated allowance | Same as above |
| c) Substitute parent applies when the employee has lived with this person for at least twelve consecutive months | | Deducted from accumulated allowance | Same as above |
| A physician's statement will be required if the employee's presence was required and his/her absence exceeds the number of days allowed due to illness in immediate family, substitute parent or due to relation's illness | | | |
| 13. Death in Immediate Family or Relations as defined: Defined same as a, b, and c, immediately preceding, with the addition of Items d and e | | | |
| a) Immediate Family - Maximum up to five days per death | | No deduction | Same as above |
| b) Relations - Maximum up to five days per death | | | |
| c) Substitute Parent - Maximum up to five days per death | | No deductions | |
| d) Brothers-in-law, sisters-in-law - one day per death | | | |
| e) Aunts, Uncles - Maximum - one day per death | | | |
| 14. Personal Reasons | Maximum number of days per year - two days. Personal days may not be utilized on days immediately preceding or following vacation or holiday periods of two or more days duration except upon approval of the Superintendent or his designee. | Deducted from allowance | Same as above |

| Special Conditions | Entitlement | Deduction | Entitlement Exceeded or Absence not Approved |
|--|---|-------------------------------------|--|
| 15. Professional Visitation: Meeting Outside School District: Request approval in writing in advance. Approval must be granted by the Building Principal, and the Superintendent of Schools | Confined to area of subject employment. No deductions or specialty | No deductions | Not applicable |
| 16. Religious Holidays: Only days generally accepted by religious faith involved as days which should be observed by staying away from work. Notify Building Principal in writing in advance | Maximum: number of appropriate days per year | Deducted from accumulated allowance | Same as above |
| 17. Exchange Teaching, Scholarships, etc.: Application in writing to the Superintendent of Schools and Board of Education with at least 60 days' notice. Applicant must have served in school district at least three years, or less at the discretion of the Board | At the discretion of school board | No deduction | Without pay |
| 18. Personal/Family Leave | <p>Teacher notifies Superintendent of Schools, if foreseeable, at least 30 days prior to the date when the leave is to begin, with a copy to the Building Principal.</p> <p>A personal leave will be given at the discretion of the Board of Education. Normally, all personal leaves will be one year in duration. A family leave can be up to one year in duration. Teachers will be granted one year's leave of absence without pay, renewable for one additional year upon application to the Superintendent of Schools and approval of the Board of Education. If the teacher plans to return, written notice shall be given to the Superintendent of Schools not later than 90 days prior to the expiration of the leave of absence. This article will comply with all applicable federal and state laws.</p> | | |

| Special Conditions | Entitlement | Deduction | Entitlement Exceeded or Absence not Approved |
|--|---|--|---|
| 19. Military Leave: | Pursuant to Military Law | No deductions | Pursuant to Military Law |
| <p>Special Conditions: Continuous illness or disability prohibiting duty beyond accumulated allowance. Request in writing supported by M.D. Certificate indicating probable date of return to duty. Medical Examination performed by school physician if required by Superintendent of Schools.</p> | <p>Commencing second year of employment. 30 days (or more at the discretion of the Board of Education) reserve allowance is credited for use in case of special conditions. Employee will replace number of days used from reserve allowance in following manner: At end of each school year, the number of days remaining in regular entitlement will not accumulate, but will be used to replace reserve days formerly used. If employee resigns before all days have been replaced, employee will have deducted from final pay, sum equal to pay for days not replaced at rate of 1/200th of annual salary at time reserve was used x number of days. If employee leaves district after receiving final pay, he/she is required to reimburse District at same rate as defined above. The Board in its discretion may waive the requirement of repayment of sick days.</p> | <p>No deduction to extent of reserve allowance available</p> | <p>See special provisions under entitlement</p> |

B. Workers' Compensation

Whenever a bargaining unit member is absent and unable to perform his/her duties as a result of a personal injury sustained during the course of his/her employment, he or she will be entitled to a leave bank reimbursement of all lost days to a maximum of thirty (30) per accident/injury providing the Workers' Compensation Board deems it a valid case.

C. An annual summary of unused sick time shall be provided to each nurse, in writing.

APPENDIX G-2
RETIREMENT AND TERMINATION LEAVE
AND ALLOWANCES

A. 1. A unit member who retires or is excessed will be entitled to convert his/her unused accumulated sick leave at the ratio of one day's pay for three days leave at the teacher's then current salary rate. *Note: See Appendix G-3

2. In order to receive payment for accumulated leave days, a retiring teacher must notify the District no later than February 15 of the year in which they retire to become eligible for payment of unused accumulated sick leave.

3. The payment will be made within 60 days of the effective day of retirement or termination. A retiree may elect to be paid on the 1st day of July of the subsequent calendar year. All such payments shall be based on the unit member's last annual salary.

4. Recalled excessed unit members who have converted their unused accumulated sick leave will be treated for sick leave purposes as if newly hired.

5. A person may submit his/her resignation three years prior to the actual retirement date. This person will receive payment for his/her unused accumulated leave, as enumerated in G-2.1 above, spread over those last three years.

6. The benefit specified in G-2.1 shall apply to any unit member who resigns after 20 years of service in the Commack Schools.

7. The benefits specified in G-2.1 above shall accrue to the estate or beneficiary of a tenured unit member who dies while in service.

8. A teacher assistant who is hired after July 1, 2008 and who subsequently is appointed as a probationary teacher will have any accrued sick leave converted at a rate of 2:1 to their new accumulation as a teacher. (I.E. 20 accumulated TA leave days will become 10 teacher days.) All teacher assistants employed by the district before this date and who at some future time are appointed as probationary teachers, may transfer all days accumulated as a TA to their teacher accumulation at the rate of 1:1.

9. Sick days that are accumulated beyond 200 days will be converted in the year they are accumulated at a rate of 1:3. Teachers whose membership in the New York State Teachers Retirement System is prior to June 17, 1971 are excluded. Teachers who go below 200 days would be allowed to re-accumulate to 200 days. The payout on accumulated sick days will be deposited in the members 403b account as a mandatory employer contribution within the limits prescribed by the IRS regulations.

10. The Commack SD and the CTA have, in the past, agreed that unit members could voluntarily contribute one accumulated sick day to a sick bank. As of July 1, 2008, this bank will have a balance of 140 sick days. These days will be reserved for future use

by CTA members, who have expended all of the days in their personal accumulation of sick days and continue to have need for additional days due to catastrophic illness or injury. The final determination, as to entitlement to any days from this bank by a unit member, must be agreed to by the CTA President and the Superintendent of Schools. This article of the agreement will sunset when and if all 140 days have been depleted. The parties to this agreement will not be bound to continue this sick bank.

B. 1. The Board shall provide for Registered Nurses a retirement plan in accordance with the New York State Employees Retirement System.

2. The Board agrees to provide Nurses with the death benefits as provided for in Section 60-B of the New York State Employees Retirement System.

C. 1. An employee shall have the option of having payment of terminal leave in a lump sum or payable at stated intervals within one year.

APPENDIX G-3

EMPLOYER'S NON-ELECTIVE 403B CONTRIBUTION

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contributions(s) described herein.
2. **Contribution Limitation** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date prior to June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution; and
- B. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date on or after June 17, 1971, and for all members in the New York State Employees' Retirement System ("ERS") regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Service*.

3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions and completes the appropriate hold harmless agreement provided by the Employer. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee into the endorsed 403(b) program.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contributions hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This Memorandum of Agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This Memorandum of Agreement shall further be subject to the approval of the 403(b) Provider, which shall review the Memorandum of Agreement solely as a matter of form and as the provider of investment products designated to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.
8. **Employer Non-elective Contribution Equal to Termination Pay.** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Appendix G-2 of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the *Internal Revenue Code of 1986*, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than fifteen (15) business days following the employee's severance date.

APPENDIX H
LOCAL MILEAGE

Reimbursement shall be made as follows:

1. Personnel in positions that normally require them to be in two (2) or more schools each day.
2. Personnel required to transport children to their homes because of emergency situations.
3. Personnel in positions that require them to use private transportation to visit schools in the district and other areas, in Nassau and Suffolk County.

These personnel shall be reimbursed commensurate with IRS guidelines as to cents per mile upon submission of a monthly mileage record. Travel outside Long Island, west of the Nassau County line, shall be reimbursed at the same rate or fare on commercial carrier, whichever is less.

4. This policy is not applicable for extra-curricular activities.

APPENDIX I
FAIR DISMISSAL LAW

LAWS OF NEW YORK - By Authority CHAPTER 866

AN ACT to amend the education law in relation to procedures to be followed in case of a recommendation that an appointment on tenure not be granted or that the services of a probationary teacher be discontinued.

Became a law June 2, 1972 with the approval of the Governor. Passed by a majority vote, three-fifths being present.

The People of the State of New York represented in Senate and Assembly, do enact as follows:

Section 1. The education law is hereby amended by adding thereto a new section, to be section three thousand thirty-one, to read as follows:

3031. Procedure when tenure not to be granted at conclusion of probationary period or when services to be discontinued. Notwithstanding any other provision of this chapter and except in cities having a population of one million or more, boards of education and boards of cooperative educational services shall review all recommendations not to appoint a person on tenure, and, teachers employed on probation by any school district or by any board of cooperative educational services, as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued shall, at least thirty days prior to the board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the board meeting at which it is to be considered. Such teacher may, not later than twenty-one days prior to such meeting, request in writing that he be furnished with a written statement giving the reasons for such recommendation and within seven days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with a district clerk not later than seven days prior to the date of the board meeting.

This section shall not be construed as modifying existing law with respect to the rights of probationary teachers or the powers and duties of boards of education or boards of cooperative educational services, with respect to the discontinuance of services of teachers or appointments on tenure of teachers.

2. This act shall take effect July first, nineteen hundred seventy-two.

APPENDIX J
TAX SHELTERED ANNUITIES

1. A Tax Sheltered Annuity program shall be maintained for the benefit of School District employees.
2. Employees may select their own insurance agent and Tax Sheltered Annuity company.
3. The District will provide no information or offer any advice or counsel about tax sheltered annuity plans. The entire responsibility of obtaining information, advice and counsel is with the employee. The District's role will be limited to making deductions in salary authorized by the employee and forwarding payments to the insurance company.
4. The Business Office will forward one check per pay period to each of the insurance companies. The home office of each insurance company must agree to accept one monthly payment for all employees carrying a policy with that company. That is, irrespective of the agent or broker who sells the policy, our Business Office will send only one check to that company at the end of the month. It will be the responsibility of the company to make any further distribution to its agents and brokers.
5. Requests for salary deductions for a tax-sheltered annuity program must be in the Business Office one month before the effective date.
6. All policy terminations must be in the Business Office one month before the effective date.

APPENDIX K
ABOLITION OF NURSES' POSITIONS,
LAYOFFS, DISPLACEMENT

I. **Layoff of Competitive Class Employees:** For the purpose of this rule, the following terms shall mean:

A. **Direct Line of Promotion** shall mean that to be considered as direct line, all titles must have the same generic root.

B. **Next Lower Occupied Title** shall mean the title in direct line of promotion immediately below the title from which the incumbent is laid off, unless no one is serving in that title in that layoff unit, in which case it shall be the closest lower title in direct line of promotion in that layoff unit in which one or more persons do serve.

C. **Layoff Unit** shall mean each department of county, town, village, each school district and each special district. Authorities and community colleges shall be deemed to be separate authorities.

D. **Satisfactory Service** shall mean service by an employee during which that person did not receive an "unsatisfactory" performance rating and was not found guilty of misconduct or incompetency pursuant to Section 75 of the Civil Service Law which resulted in the imposition of any of the following penalties upon such employee:

1. dismissal from the service, or
2. suspension without pay for a period exceeding one month, or
3. demotion in grade and title

e. **Retention Standing** shall be deemed to be comprised of the incumbent's total service time as defined by this rule.

1. **Permanent Service** shall start on that date of the incumbent's original appointment on a permanent basis in the classified service, in the service of the governmental jurisdiction in which such abolition or reduction of position occurs. However, in the case of disabled veterans, the date of original appointment is considered to be 60 months earlier than the actual date; while non-disabled veterans are considered to have been appointed 30 months earlier than their actual date of appointment. For the purpose of this rule, the definition of what constitutes a veteran or disabled veteran is contained in Section 85 of the Civil Service Law.

A resignation followed by a reinstatement or reappointment more than one year subsequent to the resignation constitutes a break in service. The original appointment date is to be determined from the date of re-employment. The employee's prior service does not count as time in permanent service for this rule only.

Temporary or provisional service preceding the original permanent appointment does not count. However, temporary or provisional employment immediately preceded

and followed by permanent classified service employment does not interrupt continuous service.

2. **Transfer** - The date of original appointment of any such incumbent who was transferred to one governmental jurisdiction from another governmental jurisdiction upon the transfer of such functions shall be the date of original appointment in the classified service in the service of the governmental jurisdiction from which such transfer was made.

The permanent service of an employee who was transferred from another civil division shall start on the date of the incumbent's original permanent appointment in the classified service in the other civil division.

If upon such acquisition of a private enterprise or institution by a civil division an employee of that enterprise begins on the effective date of the cover in. Status of employees covered in on the same date shall be determined by the seniority held among them prior to the cover in.

3. **Prior Service** for the purpose of this rule, in a jurisdiction other than that where in the layoff unit exists shall not be computed in the employee's retention standing unless such service conforms to sections 1 and 2 above.

II. **Layoff Displacement**

A. When an occupied position in the competitive class is abolished, layoff is to be made from among those employees holding the same title on a permanent basis in the layoff unit as the abolished position.

B. Among permanent employees, the order of layoff is to be the inverse of the order of their original permanent appointments in the classified service. For veterans and disabled veterans see Section 1 E of this rule. Blind personnel shall be granted absolute preference in retention. Persons are considered blind if they are so certified by the Commission for the Visually Handicapped of the New York State Social Services Department.

C. When two or more permanent incumbents of positions in a specific title are laid off at the same time, the order in which they shall be entitled to displace shall be determined by their respective retention standing, with those having the greater retention standing entitled to displace first.

D. When several employees were originally appointed on a permanent basis on the same day, their retention rights shall be determined by their rank on the eligible list from which they were appointed; that person having the highest rank having retention rights.

E. All temporary, provisional and contingent permanent employees occupying these positions must be let go before any permanent employee is displaced from such position.

F. Probationary employees occupying such positions in the same title must also be laid off before any permanent employee in the layoff unit in that title who has completed his

probationary period. Probationary employees do, however, have superior retention rights to those contingent permanent, temporary and provisional employees.

G. The order of layoff among probationary employees shall follow the same principles that apply to permanent employees.

H. The order for layoff is as follows: (1) Temporary, (2) Provisional, (3) Contingent Permanent, (4) Probationary, (5) Permanent. That is, the temporary employee is the first to be laid off, provisional the second, etc.

I. When comparing retention rights of employees, the comparison is to be made from those with similar status. That is temporary with temporary, provisional with provisional, etc. The addition of veterans' preference or any other preferential time shall in no way allow an incumbent to be compared with another incumbent with less retention in a different status.

III. Vertical Bumping

A. Vertical bumping occurs when an employee in a specific title to which there is a direct line of promotion, who is himself laid off or displaced, displaces an employee in the next lower occupied title in direct line of promotion in the same layoff unit having the least seniority if the employee who seeks to displace has greater retention standing. It is not necessary for an employee to have had previous service in the title into which that employee is displacing.

B. Where the layoff involves more than one position in a title, the displaced employee with greatest retention standing shall be the first to displace junior incumbents in a lower title, in a direct line of promotion.

C. An employee that refuses to displace a junior incumbent must be laid off. This, however, does not protect the junior incumbent from being compared in retention standing with other incumbents if other positions at the higher level are being abolished.

D. When a next lower title has been occupied by means of displacement regardless of when the displacement into the title has occurred, it is considered to be occupied for further displacement purposes; however, a next lower title which has all of its positions abolished at the same time as positions are abolished at the higher level cannot be considered as occupied. A title which is occupied by an incumbent, temporary, provisional, contingent permanent, probationary or permanent is considered occupied for the purposes of this section.

IV. Retreat

A. Retreat occurs when there is no lower level occupied position in direct line of promotion or when a permanent incumbent cannot displace into a lower level occupied position in a title in direct line of promotion because of less retention standing. There shall be no other instance where retreat may be used.

B. An employee may retreat by displacing the incumbent with the least retention standing who is serving in a position in the title in which the displacing incumbent last served on a permanent basis prior to service in the title from which they are currently laid off or displaced. Retreat shall only occur where the position in the title formerly held by the displacing incumbent is occupied in the competitive class, in the same layoff unit and at a lower salary grade; the service of the displacing incumbent while in the former title must have been satisfactory and the junior incumbent must have less retention standing than the displacing incumbent.

C. The service of the displacing incumbent in the title to which he is retreating need not have been in the same layoff unit as the one from which he is displaced.

D. An employee may also retreat to a position in a title which that employee last serviced on a permanent basis although there was intervening service other than on a permanent basis.

E. Where the Department of Civil Service has effected a title change to better describe the duties of a position, but the duties have not substantially changed since the displaced employee last served in that title, the new title will, for retreat purposes, be deemed to be in the former title.

F. Paragraphs III B and III C shall also apply to retreat.

V. Refusal of Appointment

A. An employee who refuses to accept an appointment afforded by displacement, for whatever reason, waives all rights regarding the displacement. That employee's name shall be entered on the appropriate preferred list.

VI. Preferred List Standing for competitive class employees on/and after October 1, 1972 shall be as follows:

A. On and after October 1, 1972 those employees whose positions were abolished prior to that date therefore had their standing on the preferred list determined by the date of their original appointment on a permanent basis in the competitive class shall retain among themselves such preferred list standing including the preference to which they were entitled as blind, disabled veterans and non-disabled veterans.

B. Blind employees whose positions are abolished on or after October 1, 1972 shall have their preferred list standing determined by the date of their original appointment on a permanent basis in the classified service, whether or not they are also disabled veterans or non-disabled veterans; provided, however, that the blind shall be granted absolute preference on the preferred list over all other employees except those disabled veterans and blind employees whose positions were abolished prior to October 1, 1972 with whose names theirs shall be interfiled.

C. Disabled veterans whose positions are abolished on or after October 1, 1972 shall have their preferred list standing determined by the date of their original appointment on a permanent basis in the classified service; provided however, that the date of such original appointment shall be deemed to be 60 months earlier than the actual date, determined in accordance with Section 30 of the General Construction Law.

D. Non-disabled veterans whose positions are abolished on or after October 1, 1972 shall have their preferred list standing determined by the date of their original appointment on a permanent basis in the classified service provided, however, that the date of such original appointment shall be deemed to be 30 months earlier than the actual date, determined in accordance with Section 30 of the General Construction Law.

E. Non-veterans whose positions are abolished on or after October 1, 1972 shall have their preferred list standing determined by the date of their original appointment on a permanent basis in the classified service.

F. The names of all persons encompassed by paragraphs C, D, and E above whose positions are abolished on or after October 1, 1972 shall be interfiled on a preferred list with the names of all non-veterans whose positions were abolished prior to October 1, 1972.

VII. For preferred list usage see Section 81 of the New York State Civil Service Law.

VIII. An appointing authority may take such steps as it may deem necessary in order to secure binding written commitments in advance of suspension, demotion, or displacement from employees potentially affected by such suspension, demotion or displacement as to their willingness to accept reassignment or displacement.

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