

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853 607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: Camden Central School District and Camden Teachers' Association (2002)

Employer Name: Camden Central School District

Union: Camden Teachers' Association

Local:

Effective Date: 07/01/02

Expiration Date: 06/30/05

Number of Pages: 42

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School, http://www.ilr.cornell.edu/

SD TA

Camden Central School District And Camden Teachers Assn

AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS of the Camden Central School District

and the

CAMDEN TEACHERS' ASSOCIATION

July 1, 2002 to June 30, 2005

RECEIVED

AUG 0 6 2002

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

Index

Agree	ement	1
I.	Philosophy	1
П.	Professional Teaching Personnel	1
III.	Recognition	1
IV.	Statutory Obligations	2
V.	Areas for Discussion and Agreement	2
VI.	Negotiation Procedures	2
	 A. Negotiating Teams B. Dates C. Procedures D. Representatives E. Exchange of Information F. Reaching Agreement G. Committee Reports H. Conduct During Negotiations 	2 2 2 3 3 3 3 3 3
VII.	Miscellaneous Provisions	3
VIII.	Deductions and Vacation Payroll	4
	A. Vacation PayrollB. DuesC. Vote/CopeD. NYSUT Benefits Trust	4 5 5 5
IX.	Calendar and School Day	5
	 A. Yearly Calendar B. School Day C. Preparation Periods D. Teacher Lunch Period E. Faculty Meetings F. Non-teaching Assignments 	5 5 6 6 6
X.	Teacher Aides and Clerical Assistance	7
XI.	Transfers and Vacancies	7
	A. Transfers B. Vacancies	7 7
XII.	Assaults	7
XIII.	Physical Examination	7

XIV.	Grievance Procedure	8	
	A. Definitions	8 .	
	B. General	8	
	C. Informal Procedure	8	
	D. Formal Procedure	8	
XV.	Job Security	10	
	A. Evaluations	10	
	B. Notice of Dismissal	11	
XVI.	Supplementary Employment of Teachers	11	
	A. Curriculum Writing Compensation	11	
	B. Proposals for Curriculum Writing	11	
	C. Compensation for Additional Instruction	11	
XVII.	Board Minutes	11	
XVIII.	Substitute Teacher Policy	11	
XIX.	Reduction in Force	12	
XX.	Observations	12	
XXI.	Administration of State Mandated Testing	13	
XXII.	Supervision	13	
XXIII.	Leaves	13	
	A. Personal Injury or Illness	13	
	B. Paid Personal Leave of Absence	14	
	C. Death Leave	15	
	D. Jury Duty	15	
	E. Pregnancy and Child Rearing Leaves of Absence	15	
	F. Sabbatical Leave Policy	16	
	G. Educational Leave of Absence	17	
	H. Unpaid Leaves of Absence	17	
	I. Sick Leave Bank	18	
XXIV.	Insurances and Benefits	18	
	A. Health Insurance	18	
	B. Tax Sheltered Annuities	20	
	C. Workers' Compensation	21	
	D. Disability Insurance	21	
	E. Dental Insurance	21	
	F. Vision Insurance		
	C. Tuition	21 22	
	. ♥	, ,	

XXV. Compensation	22
A. Salary Schedules	22
B. Career Increments	22
C. Retirement Increment	22
D. Off Step Rider	23
E. Graduate Hours and Experience Credit	23
F. Mileage	25
G. Chaperon Duty at School Activities	25
H. Middle School Office Detention	25
I. Athletic Salary Schedule	25
J. Extracurricular Schedule	28
K. Schedule for Additional Duties	30
L. Schedule for Department Chairpersons and Supervisors	31
M. Schedule for Counselors and Speech Specialists	32
XXVI. Duration of Agreement	32
Agreement for Distance Learning	33
Successor Agreement	35
Appendix A - Salary Schedule for 2002-2003	36
Appendix B - Salary Schedule for 2003-2004	37
Appendix C - Salary Schedule for 2004-2005	38

.

This agreement made and entered into this 1st day of July 2002 by and between the Superintendent of the Camden Central School District (hereinafter referred to as the "Superintendent") and the Camden Teachers' Association (hereinafter referred to as the "Association").

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

Article I

Philosophy

The Board of Education and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Camden Central Schools the highest level of educational opportunities obtainable to the end that each receives an equitable and a quality education. The Board recognizes that teaching is a profession and that members of the teaching profession are particularly qualified to assist in formulating programs designed to improve the educational system. The Board and Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and professional staff.

Article II

Professional Teaching Personnel

The success of the educational program in the Camden Central Schools depends on members of our professional staff, many of whom possess special qualifications. It is recognized that educationally related issues or concerns may arise. Both the professional staff and the district administration believe that the collaborative process, as outlined in the effective schools research and philosophical approach, is a powerful vehicle for problem resolution. In this cooperative spirit, ad hoc district school improvement advisory committees will be formed as needs arise to advise the administration on educational issues.

Article III

Recognition

Be it resolved that the Camden Central School Board of Education, having determined that the Camden Teachers' Association is supported by a majority of the Teachers in a unit composed of all professional, certified personnel and having been assured in writing that the Camden Teachers' Association does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike, hereby recognizes the Camden Teachers' Association as the negotiating agent for all the Teachers in such unit with the exception of any and all personnel engaged more than 50% of the time in an administrative or supervisory capacity, and school psychologists. Such recognition shall extend until June 30, 2005, and for successive three-year periods thereafter, unless a legitimate challenge appears to such recognition (See Rules and Procedures of PERB).

Article IV

Statutory Obligations

The Board is by law the policy-making and governing body of the Camden Central Schools, with a statutory responsibility for educational policy and effective, efficient school management. In the absence of explicit, limiting commitments made in this agreement, the Board will continue to exercise unilaterally its final managerial authority.

Article V

Areas for Discussion and Agreement

This recognition constitutes an agreement between the Board and the Association to reach mutual understanding regarding matters related to hours, wages, terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Camden public school system. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

Article VI

Negotiation Procedures

A. Negotiating Teams:

The designated representative(s) of the Board will meet with representative(s) designated by the Association for the purpose of discussing and reaching mutual satisfactory agreements.

B. Dates:

No later than January 20th of the year in which the agreement expires, the parties will enter into good faith negotiations over a successor agreement covering an agreed upon length of time. Issues proposed for discussion shall be submitted in writing by the Association to the Board's delegated representative(s) at the first meeting.

C. Procedures:

Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representative(s) of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, such additional meetings shall be held, as the parties may require, to reach understanding on the issues or until an impasse is reached. Meetings shall not exceed two (2) hours unless mutually agreed upon prior to and/or during the meeting and shall be held at a time other than the regular school day.

D. Representatives:

Neither party in any negotiations shall have any control over the selection of the representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and reach agreement in the course of negotiations.

E. Exchange of Information:

Both parties shall furnish each other, upon reasonable request, all readily available public information pertinent to the issue(s) under consideration.

F. Reaching Agreement:

When consensus is reached covering areas under discussion, the proposed agreement shall be reduced to writing by the two chief spokesmen and/or their designees as a memorandum of understanding. The Association and Board Chief Spokesmen and/or their designees shall have an opportunity to review the complete wording before presentation to both organizations for ratification. The written agreement will then be submitted to the Association by its negotiation team and to the Board by its negotiation team. The written agreement will become official when approved by the Association membership and the Board of Education. The Superintendent and the President of the Association shall sign two (2) ratified copies of the contract for their respective files.

G. Committee Reports:

The parties agree that, during the period of negotiations and prior to reaching an agreement or point of impasse, the proceedings of the negotiation meetings shall be released only to the Association Executive Board and the Board of Education. When the Association and the Board have ratified the agreement, the President of the Association and the Superintendent shall meet and jointly release the contents of the agreement.

H. Conduct During Negotiations:

In connection with any negotiations of the agreement or any future negotiations, said negotiations shall be conducted without threats of sanctions and/or without threats of strikes by either party.

Article VII

Miscellaneous Provisions

A. This Agreement shall constitute the full and complete commitments between both parties. It may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent to the parties in a written and signed amendment to this agreement.

Where an individual or group proposes a variance from the provisions of this document, the following procedure must be followed. The proposed variance, specified by duration, location, and nature, must be presented to the CTA members in the building(s) where the variance may apply. By a vote conducted by CTA elected officials, the building(s) so affected must approve of the proposal by a three-quarter majority of the

eligible members. The proposal must then be approved by the CTA Executive Council at one of its regularly scheduled meetings. In no case may this variance procedure be used for a proposal of unlimited duration nor can any variance be precedent setting, nor can it be used by the District or the CTA to establish a past practice.

- B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board of Education.
- C. Any individual arrangement, agreement or contract between the Board and an individual Teacher, heretofore executed, shall be subject to, and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- D. If any provision of this agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. The Executive Committee of the Camden Teachers' Association and the Superintendent, or his designee, will continue to develop lines of communication within the school district by meeting, upon mutual agreement, to discuss matters of mutual concern to both parties. It is expected that the parties will normally meet monthly.
- F. Copies of this Agreement shall be duplicated at the expense of the Board and given to all Teachers now employed or hereafter employed by the Board within a reasonable period of time after its execution or employment if that occurs later. The Board will provide the Association with 20 copies per year of this agreement for Association use.
- G. 1. The Association shall have the right to use school buildings for the purpose of Association meetings pursuant to Board of Education policy, provided such use does not interfere with the school program.
 - 2. Two Association representatives shall be entitled to attend the spring and/or fall Representative Assembly, and one representative shall be entitled to attend the Retirement System annual meeting. The Board agrees to provide full pay, substitutes and a vehicle for Retirement System Annual Meetings when available.
 - 3. The Association President or his designee will be provided with a total of 9 days per year or a number of partial days, the total of which shall not exceed 9 days, for Association business. A minimum of 24 hours notice to the building principal shall be required prior to the use of such time.

Article VIII

Deductions and Vacation Payroll

A. Vacation Payroll:

The District recognizes a practice to have been established whereby when a normal payroll date occurs during a vacation period, that payroll date shall be changed to the last work day immediately preceding that vacation period. The District agrees to continue that practice unless altered through negotiations, or prohibited by law, regulation, or decision with the force of law or regulation.

This Agreement shall not subject the District to any claim for damages or additional compensation should the practice not be followed because of an act beyond the District's control, such as equipment failure, natural disaster, or like acts.

B. Dues:

The Board agrees it will provide dues deduction rights to the Camden Teachers' Association. Said dues will be deducted equally over a period of 20 pay checks beginning with the second pay check in the school year. It is further agreed that it is the responsibility of the Association to submit all dues deduction authorizations and changes in such authorizations to the Business Office no later than the first payday of the school year. Authorizations not received by this date will not be afforded the privilege of dues deduction for the school year with the exception of Teachers who are employed after this date for whom special arrangements will be made.

C. Vote/Cope:

The Board agrees to provide payroll deductions rights for the purpose of VOTE/COPE contributions. Said contributions will be deducted equally over a period of 10 pay checks beginning with the first pay check in January. The Board will transmit revenues directly to the CTA VOTE/COPE Director. It is further agreed that it is the responsibility of the Association to submit all payroll deduction authorizations for VOTE/COPE contributions to the Business Office not later than December 1 preceding the month to begin deductions.

D. NYSUT Benefits Trust:

The Board agrees to provide payroll deductions rights for the purpose of NYSUT BENEFIT TRUST contributions. Said contributions will be deducted over a period of 20 paychecks beginning with the first paycheck in September. It is further agreed that it is the responsibility of the Association to submit all dues deduction authorizations and charges in such authorizations to the Business office.

Article IX

Calendar and School Day

A. Yearly Calendar:

- 1. The yearly calendar of days of instruction will be established by the Board of Education beginning on or after September 1st and will consist of no more than 185 days. The calendar for the teaching staff shall not begin prior to September 1 of each year with the exception that orientation sessions for persons new to the district may be held on the Wednesday, Thursday and/or Friday prior to Labor Day.
- 2. If, after Spring vacation, two (2) or more snow days are left, one (1) of these days will be established for vacation as mutually agreed upon by the Superintendent and the Association.

B. School Day:

The starting and dismissal times for students will be established by the Board, provided however that there will be no increase in the number of Teacher hours per day as established by the following Teacher time schedule:

High School 7:40 a.m. to 3:15 p.m. Middle School 7:40 a.m. to 3:15 p.m. Elementary Schools 8:35 a.m. to 3:35 p.m.*

The exact times for individual Teacher workdays may be modified as long as the length of the effected Teacher's working day remains consistent with the hours in the above schedule. The purpose for such modification shall reflect 1) the need to expand offerings pursuant to state requirements that can not be met during the regularly scheduled time and/or 2) scheduling problems associated with renovation or construction

problems. As a result of this modification, no Teacher will be expected to begin teaching duties prior to 7:15 a.m. nor will any Teacher be assigned to teach beyond 4:15 p.m.

At all elementary schools, Teachers shall be paid \$10 each and every time late bus supervision is required beyond the 3:35 p.m. dismissal time. Building principals will assign this duty from a list of available volunteers, or where there are insufficient volunteers, principals will assign this duty on a rotating basis.

C. Preparation Periods:

Teachers in grades 6-12 will be scheduled for at least one period free from instruction for the purpose of preparation and planning during each school day in addition to a duty free lunch period. Teachers in grades 6 – 12 will have no more than 6 assignments per day. Teachers in grades K-5 will be scheduled for at least 210 minutes of planning time per week. This time shall be scheduled in the time period between 8:45 and 3:35 p.m. (See B). These Teachers will receive at least 30 minutes planning time each day. Teachers in grades 1-5 who remediate in the classroom will be scheduled for the equivalent of 6 planning periods per week. A reasonable effort will be made to assign at least one planning period per day. In any case, the building principal may request a teacher to cover for another teacher in case of emergency or when a substitute is not available. The pay for such coverage shall be at the rate of 1/6 of the established certified substitute per diem rate per period.

D. Teacher Lunch Period:

All Teachers shall have a 40 minute duty free lunch.

E. Faculty Meetings:

- Each building principal will, at the start of the school year, establish a definite day of the week which all
 Teachers within his building will reserve for faculty meetings. Insofar as possible, meetings of the faculty
 and/or Teacher committee meetings will be scheduled on this day and advance notice should be given, but
 even though called on any other day at short notice, all Teachers are expected to be available.
- All Teachers in the Camden Central School system may be required to remain after student dismissal time
 without compensation for faculty meetings. Attendance for evening meetings not within the scope of Teacher
 duties will be at the option of the individual Teacher.
- 3. It is recognized that Teachers will remain in attendance at faculty meetings until all discussion related to items on the established agenda has been concluded.

F. Non-teaching Assignments

Teachers who voluntarily agree to take a non-teaching assignment during a 40 minute unassigned block may do so for a yearly, monthly, or otherwise prorated stipend based on the following schedule. These "assignments" will be made available to Teachers first by availability, then by seniority within the District. Such positions will be made available to Teachers at the discretion of the District.

Year	Yearly	Monthly
2002-2003	\$1,335	\$133
2003-2004	\$1,388	\$138
2004-2005	\$1,437	\$143

Article X

Teacher Aides and Clerical Assistance

Clerical assistance will be available for the High School Teachers, Middle School Teachers and Elementary School Teachers.

Article XI Transfers and Vacancies

A. Transfers

- 1. The Administration cannot, without the consent of the Teacher, transfer said Teacher from one level of instruction or one subject area to another where such transfer would result in a loss of tenure.
- 2. Teachers transferred at the request of the District to a new tenure area shall retain their tenure rights to their former positions. In the event such teacher(s) is unsuccessful or fails to meet the requirements for the granting of tenure in the new tenure area, he or she shall be afforded the opportunity to return to the tenure area in which he or she served prior to the transfer as soon as a vacancy occurs.
- 3. Teachers shall receive written notice of transfers for the ensuing school year whenever possible by April 15th, or as early as possible.

B. Vacancies:

All vacancies, except non-instructional civil service vacancies, shall be posted for not less than five (5) work days in all schools of the district; all qualified teachers shall be given the opportunity to apply for such vacancies.

Article XII

Assault

If criminal or civil proceedings are brought against a Teacher alleging that he committed an assault in connection with his employment, the Board of Education will furnish legal counsel pursuant to Section 3028 of Education Law.

Article XIII

Physical Examination

All Teachers in the district may be required to produce evidence of a physical examination each year. Such examination may be given by the school physician without charge if the Teacher so desires.

Article XIV

Grievance Procedure

A. Definitions

- 1. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this contract.
- 2. An "aggrieved person" is a Teacher or group of Teachers asserting a grievance.
- 3. A "party in interest" is an employee who might be required to take action or against whom action might be taken, in order to resolve a grievance.
- 4. "Days" shall mean working school days.

B. General:

- Good morale is maintained, as problems arise, by sincere efforts of all persons concerned to work toward
 constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to
 secure, at the nearest administrative level, equitable solutions to the problems which may, from time to time,
 arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate
 at any level of the procedures.
- 2. Nothing contained herein will be construed as limiting the right of any Teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance resolved, provided the resolution is consistent with the terms of this agreement.
- 3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.
- 4. If a grievance is filed which might not be finally resolved at level three under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to a party or parties in interest, efforts should be made to reduce the time limits set forth herein so that the grievance procedure may be concluded prior to the end of the school year.

C. Informal Procedure:

If a Teacher feels that he has a grievance, he may first discuss the matter with his principal in an effort to resolve the problem informally.

D. Formal Procedure:

- 1. The grievance must specify the article(s) and section(s) of the Agreement allegedly violated and set forth the facts which the grievant believes led to the violation.
- 2. Level One School Principal
 - a. If an aggrieved person is not satisfied with the outcome of the informal procedure, or if he has not elected to utilize it, he may present his alleged grievance formally in writing to his principal.

- b. The aggrieved person or the principal may request a conference prior to the rendering of a decision. The Teacher may (1) discuss the alleged grievance personally or (2) request that a representative of his choice accompany him and request that he act on the Teacher's behalf.
- c. The principal, within five (5) days after receipt of the alleged grievance or after the personal conference, shall render a written decision to the aggrieved person.

3. Level Two - Superintendent

- a. If an aggrieved person is not satisfied with the decision concerning his alleged grievance at Level One, he may, within three (3) days after the decision is rendered, or within eight (8) days after his formal presentation, file his alleged grievance with the Superintendent.
- b. The Superintendent, within ten (10) days from receipt of the written grievance shall meet with the aggrieved person and representative of his choice for the purpose of resolving the grievance. The Principal or appropriate administrator who was involved at Level One shall be notified and shall have the option of attending the meeting.
- c. The Superintendent shall, within five (5) days after this meeting, render his decision in writing to the aggrieved person and the principal who acted at Level One.

4. Level Three - Binding Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may within three (3) days after the decision is rendered or within ten (10) days after the meeting with the Superintendent, file in writing his intention to submit his grievance to binding arbitration, to the Superintendent and the President of the CTA. The President of the CTA shall present the grievance to the Executive Committee of the CTA and upon majority vote of the Council may elect to submit the grievance to arbitration whereupon the Superintendent will immediately be informed of this action.
- b. A written notice will then be sent to the American Arbitration Association by the President of the CTA and the Superintendent with a request for a panel of arbitrators from which the Superintendent and President of CTA shall jointly select an arbitrator.
- c. In the event that the parties cannot mutually agree with an arbitrator from this list, either party may request that a second list be submitted. If the parties cannot agree on the selection of an arbitrator from the second list, the arbitrator shall be appointed in accordance with the rules of the American Arbitration Association. The selected arbitrator shall hear the matter promptly and issue his decision in accordance with the rules of the American Arbitration Association. Such decision shall be in writing and binding upon both parties and set forth his findings of fact and opinion on the issue(s) submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and, more particularly, to the issue(s) submitted for arbitration, and he shall be without any power or authority to add to, subtract from, or modify the terms and provision of the agreement, nor shall his decision:
 - (1) Be contrary to, or inconsistent with, or modify or vary in any way, the terms of this agreement or of applicable law, rules or regulations having the force and effect of law;
 - (2) Involve Board or administrative discretion or policy under the provisions of this agreement, under Board by-laws or under applicable law (except that he may decide in a particular case based on a provision of this agreement involving Board or administrative discretion or policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the district in similar circumstances);

- (3) Limit or interfere in any way with the powers, duties, and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law.
- d. In the event that a Teacher elects to invoke alternative statutory relief, such election shall be considered to be a waiver of his rights thereafter to such recourse by means of this article with respect to the dispute as to which statutory relief is invoked and any member of the unit who elects to invoke the procedures as set forth in this article shall, by such election, waive any rights hereunder with respect to such matters to pursue an alternative statutory relief.
- e. The cost of arbitration shall be shared equally between the Association and the District except that each party shall bear its own legal expense including but not limited to reimbursement of witness and the procurement of legal transcripts or other data or material which may be necessary.

5. Procedural Terms and Conditions

- a. All sessions held in connection with the processing of grievances shall be in closed session and no news releases shall be made concerning the progress of the hearing.
- b. Any "party in interest" may be represented at any level of the formal grievance procedure by a person, or persons, of his own choosing.
- c. Decisions rendered at Level Two of the Grievance Procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all "parties at interest". Decisions rendered at Level Three will be in accordance with the procedures set forth heretofore.
- d. The Board agrees to make available to the aggrieved person and his representative all readily available public pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
- e. No grievance shall be recognized by the Board unless it shall have been presented to the appropriate level within thirty (30) school days after the aggrieved person knew, or should have known of the act or condition on which the grievance is based. If not so presented, the grievance shall be considered as waived.
- f. A grievance may be withdrawn at any level without prejudice and cannot be reopened.
- g. Failure by the aggrieved person at any level to appeal a grievance to the next level within the specified time limits herein shall be deemed to be acceptance of the decision rendered at that level.

Article XV
Job Security

A. Evaluations:

Written evaluations will be prepared for each tenured and probationary teacher. Evaluations will be made available to each probationary teacher no later than May 15th of the school year on which the evaluation is written, except that insofar as possible based upon the information at hand, probationary teachers who are not to be recommended for rehiring or to receive tenure will be informed of the decision on or before April 15th of the school year. Evaluations will be made available to each tenured teacher by June 15th of each school year.

B. Notice of Dismissal

In extraordinary cases a conference will be held with the Teacher and the Teacher will be given 30 days notice of dismissal.

Article XVI

Supplementary Employment of Teachers

A. Consideration will be given to the professional employment of Teachers for the purpose of curriculum development, instructional planning, evaluation of state mandated examinations, and/or participation in District initiated committee work. Teachers so employed outside of their regular school day will be compensated according to the following rate per hour:

2000-2004	\$24
2004-2005	\$25

- B. Proposals for curriculum writing will be submitted by interested faculty members to the Assistant Superintendent Written notification or rejection of project proposals will be rendered no later than five days after budget approval.
- C. Teachers employed as instructors of students or as inservice providers outside the regular scope of their contractual duties shall be paid according to the following rate per hour:

2000-2004	\$32
2004-2005	\$33

Article XVII

Board Minutes

The Superintendent shall provide the President of the Association with a copy of the approved minutes of each Board meeting.

Article XVIII

Substitute Teacher Policy

- A. Every reasonable effort will be made to obtain substitute teachers who are both qualified and/or certified. Lesson plans will be available for use by substitutes.
- B. Long Term Substitutes are defined as:
 - 1. persons hired with the knowledge that they are replacing a regular staff member for a definite extended period in excess of twenty consecutive school days ("B-1"); or
 - 2. persons initially hired as per diem substitutes who, as a result of unforeseen circumstances, continue in the same position for twenty consecutive school days ("B-2").
- C. 1. B-1 Long Term Substitutes shall be placed upon the salary schedule and receive all the rights and benefits of this agreement as of their first day of work;

- 2. B-2 Long Term Substitutes shall be placed upon the salary schedule and receive all the rights and benefits of this agreement as of their twenty-first day of work.
- D. All Long Term Substitutes shall retain any accumulated sick leave and personal leave provided any service break does not exceed one full calendar year in duration. In the event a service break exceeds one full calendar year, the Long Term Substitute shall lose all accumulated sick leave and personal leave. In addition, during service, Long Term Substitutes shall have the right to continue to self fund their health insurance premium for a period of up to but not more than one full calendar year.
- E. Initial placement on the salary schedule for either B-1 or B-2 Long Term Substitutes shall be at the discretion of the Superintendent of Schools in accordance with the regular substitute's education and experience. Vertical movement upon the schedule thereafter, will be dependent upon such persons working more than a full semester.

Article XIX

Reduction in Force

- A. In the event a reduction of personnel shall become necessary, the Teacher with the least service within the tenure area affected by the reduction will be the first person dismissed.
- B. The teacher's name will then be placed on the preferred eligibility recall list for a period of seven years in duration. The affected teacher will be eligible for recall by order of seniority in the District.
- C. In the event of lay-off, the Board will institute a recall procedure which will insure Teachers that they will be recalled in the reverse order of lay-off in their tenure area.

Article XX

Observations

- A. The observing and evaluating Teachers is necessary to improve the quality of instruction and the individual growth
 - 1. Every Teacher will be furnished with a copy of the observation and evaluation instrument.
 - 2. A minimum of twenty-four hours notice will be given for at least 50% of formal observations of a teacher to provide opportunity, at the request of either party, for a pre-observation conference. During this conference the Administrator will review the lesson to be observed.
 - 3. Every formal observation of a Teacher will, at the request of either party, be followed by a personal conference between the Teacher and the evaluator for the purpose of clarifying the written evaluation.
 - 4. Any formal observation or evaluation shall be disclosed to the Teacher in writing. When necessary, suggestions for improvement with statements as to what help is available will be given.
 - 5. All formal observations shall be reduced to writing and made available for review within five school days of the observation. The teacher shall receive a copy of the formal observation. The teacher may submit a written statement which shall be attached to copies of the observation report.

- B. All monitoring or observing of the work of a Teacher shall be conducted openly and with the full knowledge of the Teacher.
- C. A Teacher shall have the right to review the contents of his personnel file originating after original employment.
- D. A Teacher will be furnished, within 5 working days, a copy of all material placed in his or her personnel file. The Teacher may respond to any such material, in writing, within thirty (30) days after receipt of the copy. A Teacher's written response to a document will be attached to that specific document. If the Teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instances shall said signature be interpreted to mean agreement with the content of the material.

Article XXI

Administration and Grading of State Mandated Testing:

The district will provide blocks of time appropriate for the administration and scoring of state mandated examinations. Where scoring training or grading periods have not been provided for within the school calendar, substitute teachers will be provided for teachers involved with local or regional examination grading. Whenever the grading process requires an extension of the regular teacher school day, teachers will be compensated by the district based on Article XVI, A.

Article XXII

Supervision

All supervisory duties will be reviewed once each semester in order to discuss existing conditions and resolve problems with that duty. If mutually agreed upon by building administrator(s) and teaching staff, any existing supervisory duties will be amended or eliminated.

Article XXIII

Leaves

A. Personal Injury or Illness:

It is recognized that a source of great concern to all wage earners is the loss of income resulting from illness or disability injury. Therefore, a schedule for sick leave allowances has been established to help Teachers meet this problem. Allowances will be earned as follows:

- 1. An allowance of 12 days each year may be earned, the unused portion of which may be accumulated to a maximum to 260 days. For the purpose of the retirement increment only, Article XXV, paragraph C.4, a total of 300 days may be accumulated to be reimbursed at the rate of \$45.00 per day for 2000-2003, \$47.00 per day for 2003-2004, and \$48.00 per day for 2004-2005. Additionally, for the purpose of retirement increment as noted above, additional accumulated days from 301 up to a maximum of 400 will be eligible for reimbursement at the rate of \$12.00 per day for 2002-2003, \$12.50 per day for 2003-2004, and \$13.00 per day for 2004-2005.
- 2. An allowance of thirteen (13) days each year may be earned by 11-month personnel, and an allowance of fourteen (14) days each year may be earned by 12-month personnel, the unused portion of which may be accumulated to a maximum as described in # 1 above.

- 3. Sick leave allowance as described in Sections 1 and 2 above, will be paid for at full salary.
- 4. Legal holidays which are usually paid for will not be considered as days absent due to illness if they occur during a sick leave.
- 5. Sick leave as referred to in this policy applies only to personal illness or injury, except that a maximum of four sick leave days per year shall be permitted to be used because of illness or injury to the employee's immediate family. For the purpose of this clause, immediate family shall be defined as the child, spouse, mother or father of the employee. Upon reasonable justification, the Superintendent may allow additional accumulated sick days to be used as family illness days.
- 6. Should a Teacher be unable to report for duty at the beginning of the school year because of personal illness or injury, payment of sick leave compensation shall be based on the unused accumulation as of the preceding June 30th. The sick leave allowance for the current year will not be available until the person has returned to active service.
- 7. It is expected that the Teacher will report his or her illness in a timely manner through appropriate channels, as soon as possible so that a substitute may be obtained. Whenever an absence is not reported, it is expected that the building principal will investigate the case so that any needed assistance may be obtained.
- 8. For new full time Teachers, the number of days to be considered as sick allowance during the teaching year will be calculated by allowing one (1) day for each month of employment.

B. Paid Personal Leave of Absence:

The Board recognizes that certain circumstances, other than personal illness or injury, individuals may be required to be absent from their regular duties in order to attend to personal business which cannot be accomplished outside the regular school day. It is the purpose of this policy to authorize absence with full pay in the event such circumstances occur, subject to the following:

- 1. A Teacher will be allowed three (3) paid personal leave days per school year. At the end of each school year, a teacher's unused paid personal leave shall be added to said teacher's accumulated sick leave.
- 2. a. The specific reason(s) for personal leave shall not be required as part of the application for such leave, except that requests for personal leave to be taken on the day prior or the day following a vacation or holiday shall include the specific reason for such leave.
 - b. Teachers applying for personal leave shall certify to the School District that their absence on said day is necessitated by personal business or obligations which cannot be accomplished outside the regular school day, and is not for recreational purposes.
- 3. While personal leave may be granted for the days(s) preceding or following a holiday or vacation period, and when the need therefore is determined in advance by the Superintendent, it will not be permitted for the purpose of extending vacations or holidays. Violation of this provision shall be considered to be a serious infraction and may subject the offender to disciplinary proceedings.
- 4. At the discretion of the Superintendent or his designee, teachers who have exhausted their annual paid personal leave allowance may be allowed additional paid personal leave in the event of emergency or unforeseen circumstances beyond the control of the teacher. Such additional leave shall be subtracted from such teacher's accumulated sick leave.

- 5. In the event of an extreme emergency caused specifically by illness or injury to a spouse, child, mother or father, the Superintendent may, at his discretion, grant additional days to be subtracted from the Teacher's accumulated sick leave.
- 6. In catastrophic situations that have caused a teacher's accumulated sick leave to be exhausted, the Superintendent may, at his discretion, grant additional personal leave days.

C. Death Leave:

It is the purpose of this policy to authorize the payment of full salary for a period not to exceed five (5) days to any Teacher who is absent as the result of a death in the family.

- 1. For the purpose of this policy, the term family shall include: father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother and grandfather.
- 2. Notification shall be given by the Teacher to the appropriate principal so that necessary arrangements for substitute Teachers can be made.
- 3. The limitation of five (5) days is for each occurrence.

D. Jury Duty:

Any school employee called upon by the court to serve on jury duty shall be compensated at full pay for time served subject to the following conditions:

- 1. In departments where work schedules may be adjusted, the employee's work schedule may be adjusted.
- 2. That the employee notifies the supervisor or building principal promptly of his notice to appear for jury duty.
- 3. That when the employee is dismissed before noon from jury duty he will report to work for the remainder of his normal work day.

E. Pregnancy and Child Rearing Leaves of Absence:

The Association and the Board will not show partiality nor will they discriminate in the granting of leaves of absence for reasons of pregnancy, or child rearing, and the following policies shall be adhered to in the granting of such leaves:

1. Long Term Illness/Disability Leave:

Leaves requested for long term illness or disability will be granted under the sick leave provisions of the contract, or if necessary under the unpaid leave of absence provisions. Requests for such leaves, including those for pregnancy disability, shall commence and terminate upon the date of disability or recovery there from as certified in writing by the Teacher's physician and/or a physician appointed and paid by the Board.

2. Child Rearing Leaves:

Either parent may request an unpaid leave of absence for child rearing following a pregnancy disability or upon child adoption and such request may be granted at the discretion of the Board. Such request must set forth the dates the leave request will commence and terminate and shall be considered in the same manner as any other request for an unpaid leave of absence such as for extended illness or any other reason for which the Board might consider the granting of an unpaid leave of absence. Subject to the requirements of the Family and Medical Leave Act, the length of such leave will not exceed two (2) school years and it shall terminate the day

prior to the beginning of a new semester except that the Board may change the termination date upon the mutual agreement of the Teacher and the Superintendent.

A Teacher on child rearing leave who desires to change his or her return date must request such change prior to April 15th of the preceding school year if scheduled to return for the fall semester and prior to October 15th of the preceding semester if scheduled to return for the spring semester.

During the first twelve weeks of such leave, the District contribution for health insurance shall be at the same rate as provided under the terms of this agreement for active employees. The Board will permit the teacher to remain in the District's health plan, providing the teacher meets all the costs of said plan throughout the remainder of such child-rearing leave.

A Teacher returning after the expiration of the Child Rearing Leave shall, if seniority permits, be assigned to the same position which was held at the time the leave commences, or if that position is no longer in existence, to a substantially equivalent position, if seniority permits. "Position" as referred to above means the same tenure area.

F. Sabbatical Leave Policy:

- 1. The Board of Education agrees to budget for paid sabbatical leave(s) for the duration of this agreement.
- 2. Sabbatical leaves will be granted for further study or planned educational travel under the auspices of approved university sponsorship for which graduate credit will be earned, when in the opinion of the Superintendent, it will be of benefit both to the candidate and the system.
- 3. A paid sabbatical leave shall be a full year for one (1) professional staff member at 70% of his pay or a half year of leave at 70% of the professional's pay for two (2) members of the staff.
- 4. In the event that a full year of sabbatical leave is not applied for, or not granted, then summer or in-service sabbatical leaves of \$650 may be granted to not more than ten (10) members of the qualified professional staff who apply for such leave. It is further agreed that in-service sabbatical leaves will be of the lowest priority.
- 5. In the event that only one half-year leave is granted, then summer or in-service sabbatical leaves of \$650 may be granted to not more than five (5) members of the qualified staff who apply for such leave.
- 6. The final selection of the candidate will be by the Board of Education as recommended by the Superintendent.
- 7. The following criteria must be met to be eligible for consideration for full or half-year leave:
 - a. A Teacher with six (6) years of service in the Camden Central School System and permanent certification in the field of instruction is eligible for this extended professional leave.
 - b. The individual on leave will retain seniority, retirement, and all other rights afforded by the school district. Any additional benefits granted to regular employees will automatically apply to Teachers on sabbatical leave.
 - c. The recipient shall be required to sign a declaration of intent to serve on the Camden Central School staff for at least two (2) years following the sabbatical leave, and in the event he fails to fulfill this requirement, he shall be required to refund the money received for the leave on a prorata basis within three (3) years, provided that the reason for not completing the required two (2) years is not death, or permanent disability or other acts of God.
- 8. The following criteria must be met to be eligible for consideration for summer or in-service sabbatical:

- a. The professional staff member must have completed three (3) years and be appointed to the fourth year in the Camden Central School District.
- b. Recipients of a summer or in-service sabbatical leave shall sign a declaration of intent to serve for at least one (1) school year following the leave or refund the money as outlined for full and half-year leave above.

G. Educational Leave of Absence:

- 1. Leaves of absence for a period not to exceed one (1) school year for the purpose of further graduate study may be granted by the Board of Education as recommended by the Superintendent to not more than three (3) Teachers a year who fulfill all criteria listed below:
 - a. The Teacher shall be on a tenure status.
 - b. The Teacher has matriculated into a graduate program leading to an advanced graduate degree.
 - c. The teacher carries a full graduate load of at least twelve (12) graduate hours for each semester of leave.
 - d. The Teacher's main objective is the pursuit of a course of study that will benefit the District as well as the
 - e. No two (2) members of the same department in the same school building will be granted leaves in one (1) year.
 - f. All applications for such leave must be submitted by March 1.
- 2. Leaves of absence granted for further study will be without compensation, with no seniority benefits of any kind accruing to the Teacher for this year of absence. The Board will permit the Teacher to remain in the District health plan, providing the Teacher meets all the costs of said plan.
- 3. A Teacher returning after the expiration of the educational leave of absence shall, if seniority permits, be assigned to the same position which was held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position, if seniority permits. "Position" as referred to above means the same tenure area.
- 4. A Teacher on an educational leave of absence who desires to change his or her return date must request such change prior to April 15th of the preceding school year if scheduled to return for the fall semester and prior to October 15th of the preceding semester if scheduled to return for the spring semester.
- 5. The Board may change the termination date upon mutual agreement of the Teacher and the Superintendent.

H. Unpaid Leaves of Absence:

- 1. Unpaid leaves of absence for a period not to exceed one (1) full school year, for personal reasons, may be granted to tenured teachers by the Board of Education as recommended by the Superintendent to not more than three (3) Teachers during any school year. No two (2) members of the same department, in the same school building, will be granted such leaves in any one (1) school year.
- 2. Granted unpaid leaves of absence will have no seniority benefits of any kind accruing to the Teacher for this period of absence. The Board will permit the Teacher to remain in the District health plan, providing the Teacher meets all the costs of said plan.
- 3. A Teacher returning from an unpaid leave of absence shall, if seniority permits, be assigned to the same

position which was held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position if seniority permits. "Position" as referred to above means the same tenure area.

- 4. A Teacher on an unpaid leave of absence who desires to change his or her return date must request such change prior to April 15th of the preceding school year if scheduled to return for the fall semester and prior to October 15th of the preceding semester if scheduled to return for the spring semester.
- 5. The Board may change the termination date upon the mutual agreement of the Teacher and the Superintendent.

I. Sick Leave Bank

- 1. The parties recognize that an ad hoc sick leave bank may be established for the purpose of providing additional sick leave for eligible employees suffering from a serious and prolonged illness or injury. All sick days shall be solicited from volunteering teachers.
- 2. A joint sick leave bank committee shall be convened to review applications and oversee the bank. Procedures governing the utilization of the sick leave bank shall be mutually established.

Article XXIV

Insurances and Benefits

A. Health Insurance:

Teachers are eligible to participate in the District-Sponsored Health Insurance Plan. In the event that such teachers select a health plan offered by the District other than the District plan, he/she will be responsible for the payment of any premium in excess of the District's contribution to the District plan. The cost of the Health Insurance program will be borne by the Board and the employee with the Board paying the following ratios:

Single 95% Family 95% Individual - 90% Family Members

The following conditions shall also apply to the Health Insurance Plan:

- 1. The District shall maintain confidentiality with respect to medical data and records. The District agrees that it will not discriminate against an employee because the employee files claims under the Health Insurance Plan.
- 2. In the event there is a dispute concerning benefit coverage or payment, except for "hospitalization", the claim shall be processed through the Health Insurance Plan resolution procedures as contained in its regulations. Should the final step of an appeal lead to the New York State Insurance Department and should the Insurance Department fail to act as the final arbitrator, the District guarantees that an impartial panel shall be chosen to expeditiously resolve any open complaint. The panel shall be composed of three (3) persons: one chosen by the District, one by the Association, and a third by the two selected panelists.
- 3. Conversion rights will be guaranteed to terminated employees and to covered dependents of deceased employees. This right shall enable such persons to convert to another health plan at his/her own expense. Conversion privileges and regulations governing same shall be contained in the Health Insurance Plan rules and regulations.

- 4. The District and the Association agree to jointly study alternate arrangements for health insurance coverage, and if a mutually agreeable alternative to Article XXIV, or any part thereof is found, the agreement may be further modified at that time.
- 5. A Teacher who is a member of the New York State Teacher's Retirement System and who has had at least five (5) years of service (not necessarily continuous) as a teacher in the Camden Central School System may continue coverage under the Plan in effect upon retirement if he/she has been enrolled in the plan one full year at their effective date of retirement, and participation as a retiree may be maintained only at the type of coverage in effect for said employee during his/her employment. All teachers who have retired prior to June 30, 1984, may retain rates of 95% single and 95% 90% family. All teachers retiring after June 30, 1984, may maintain rates at the time of retirement.

Health insurance coverage for current and future retirees who received health insurance coverage as an active employee under the District plan shall be provided health insurance under any subsequent District plan.

Retirees who were enrolled in an HMO plan in accordance with paragraph 9 of this article shall be permitted to continue retirement health coverage under that HMO, with the stipulation that the District will not be required to pay more for the employee's participation in the HMO that it would have paid for participation in the District's basic health plan.

- 6. If the Plan, for any reason, cannot meet its financial obligations to the insured employees of the District, the Board of Education will guarantee payment of benefits due under the Plan.
- 7. In lieu of membership in the regular District Health Plan, Teachers will be permitted to elect membership in a Health Maintenance Organization (HMO) as defined by Article 44 of the New York Public Health Law. The District and Association will agree upon a list of two or three HMOs, from which such selection can be made. In no event, however, shall the District pay more on account of an employee's membership in the HMO than it would have for the employee's basic health plan.
- 8. Employees or retirees who previously elected HMO membership may return to any District Health Plan they are otherwise eligible to participate in at the appropriate annual or semi-annual period without restriction or insurability test.
- 9. The decision to participate in the health insurance program or to decline coverage will be made annually during the month of May. If a Teacher chooses to decline health insurance coverage he/she will receive an annual payment of \$500. When a Teacher declines participation in the health plan, it is with the understanding that if he/she chooses to re-enter the plan the following May, there will be a 3 month waiting period before coverage will begin. The annual payment will occur at the second pay period in September. In exceptional circumstances the Superintendent may approve a Teacher's reentry into the health program provided such reentry is permitted by the plan, and provided the Teacher repay a prorated portion of the \$500 payment.
- 10. In the event that an employee and spouse are both employees of the Camden Central School District, they (both employees) are limited to choose one of the following options:
 - a. Each employee will select individual coverage in a district offered health insurance program with the Board paying 100% (100% health and 100% individual dental) of the total cost of each plan;
 - b. The employees will select a family coverage in a district offered health insurance program with the Board paying 100% (100% health and 100% family dental) of the total cost of the plan;
 - c. One of the employees will select a family coverage in a district offered health insurance program with the Board paying 95% - 90% and spouse will choose to decline health insurance coverage under Paragraph #9 above:

d. Each employee will select to decline participation in the health insurance coverage as set forth in Paragraph #9 above.

If an employee and spouse are both employees of the District, they may not have concurrent health coverage in the district health plan and a HMO unless it conforms to one of the options stated in this section.

When an eligible family chooses paragraph b or c above the person in whose name the policy is held is known as the "insured". If this person predeceases his/her spouse, the spouse will become the "insured" and the district will continue its coverage and payments as defined above.

- 11. The following provision shall apply to any teacher enrolled in the Madison-Oneida Traditional Plan in the 1996-97 school year, who has not already received the step/experience credit as contained in Article XXIV, Paragraph A 12a of the 1994-1997 Agreement.
 - a. Upon enrollment in the District Plan the Teacher is entitled to receive one additional year of credit toward the off-step rider, and one additional step on the 1999-2000, 2000-2001, or 2001-2002 agreement salary schedule if said Teacher is on step Q or below. The District Plan salary schedule step and experience credit will cease to be offered after the 2001-2002 school year when the off-step rider will become frozen for all recipients. Any Teacher who has elected the District Plan or its mutually agreed upon replacement by the beginning of the 2001-2002 school year will continue to receive step/experience credit for the remainder of their employment with the Camden Central School District.
 - b. Any eligible teacher who elects the buy down specified in a) above is restricted to the District's contribution to the District Plan for the remainder of their employ with the District. The current benefits, as of July 1, 1997, of the District Plan will not be significantly diminished except as mutually agreed by the parties. In the event that any Teacher electing the buy down selects a health plan offered by the District other than the District Plan, she/he will be responsible for the payment of any premium in excess of the District's contribution to the District Plan.

B. Tax Sheltered Annuities and College Savings Programs:

- 1. All Teachers in the Camden Central School System may participate in a tax sheltered annuity program and/or the New York State College Savings program if they so exercise their option to participate. Provisions and the amounts of these programs are at the option of the participating Teachers and must comply with the statute provisions regarding such programs. Such programs shall start only on January 1 or September 1 of any year.
- 2. The District agrees to make a non-elective employer contribution for those members of the Association, with an effective retirement date of July 1, and who avail themselves to the District's negotiated retirement incentive and/or payment for accumulated leave days.

The contribution will be placed into a mutually agreed upon 403(b) Program subject to any restrictions that the provider may place on said non-elective employer contributions. The Program provider will assure the District and the Association it is capable of transferring within twenty days of receipt of such funds, the employer contribution to any 403(b) Program selected by an individual employee, without any further charge to the employee. The contribution amounts for the retirement incentive and accumulated leave days are spelled out in the collective bargaining agreement.

The District will remit the contribution by July 31, following the retirement date.

The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.

For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.

In the event that the contribution exceeds acceptable contribution limits, the employer agrees:

- a. To pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSTRS membership date prior to June 17, 1971, or,
- b. If the employee has a NYSTRS membership date subsequent to June 16, 1971, to remit any remainder in the year(s) following retirement, to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.
 - (1) If any penalty or other assessment is charged against the District by the Internal Revenue Service (IRS) as a result of an improper contribution to any 403(b) account or the improper withholding or non-withholding of any required deductions, the employee shall hold the District harmless for such penalty or other assessment.

C. Workers' Compensation:

Teachers absent due to an injury covered by the conditions as set forth by Workers' Compensation will be given sick leave under the existing sick leave policy (Article IX, Section II-A) and paid accordingly. If the injury necessitates absence beyond the amount of their accumulated sick leave, the remaining days will be covered under the Workers' Compensation Insurance. Upon receipt of reimbursement from the Compensation Insurance carrier for the loss time provision of the Workers' Compensation Insurance the Board will credit the employee's sick leave days for an amount equal to the actual pay per day divided into the loss time reimbursement.

In the event of an injury sustained in the performance of duty where Workers' Compensation is allowable, sick leave may be used in substitution of, but not in addition to, compensation insurance benefits.

D. Disability Insurance:

Teachers are eligible to participate in a group long-term disability insurance program as agreed upon by the Board and the Association. The cost of the disability insurance program will be borne by the employee and the Board in the following ratio:

10% - Employee 90% - Board

E. Dental Insurance

The district shall contribute 95% of the cost for an individual's premium for a dental insurance plan mutually agreed upon. Should the Camden Teachers' Association elect to participate in an enhanced benefit plan, the district contribution for an individual will not exceed the amount it would have incurred with the District's dental plan. The District shall contribute a fixed amount for family dental coverage based on the following schedule:

2002-2003 \$155 2003-2004 \$161 2004-2005 \$167

F. Vision Insurance

The District agrees to supply teachers with a mutually agreed upon vision care insurance plan. The District will pay 95% of individual Teacher premiums and 90% of family costs for District plan participants. The vision plan's benefit may not be diminished or otherwise altered except by mutual agreement.

G. Tuition

Full-time employees not residing within the District may enroll their child(ren) in the District. The calculated tuition charge will be reduced by the District's established tuition (appropriate for the grade level) for the regular education of an out-of-District student.

Transportation of the child shall be the responsibility of the employee.

Article XXV

Compensation

A. Salary Schedules

- 1. Salary schedules for the 2002-2005 years are incorporated in this agreement as Appendices A-C.
- 2. The BA+30, BA+60, BA/MA+30 refer to graduate and other approved courses only. Beginning with the 1999-2000 contract year, master's degree graduate credits beyond the first thirty-three of any master's degree program will be applied toward credit under XXV, E. of this agreement.

B. Career Increments

A career increment will be paid to a teacher who has provided twenty-five years of service in the District based on the following:

2002-2003	\$2,228
2003-2004	\$2,317
2004-2005	\$2,398

C. Retirement Increment

A retirement increment in the form of terminal leave is available to any Teacher who meets the following criteria.

- 1. The Teacher must have a minimum of ten (10) years of service in the Camden Central School District.
- 2. Application to the Superintendent for such increment must be made in writing prior to May 1 of the previous school year in which the increment is to be paid. The making of such an application will indicate the applicant's intent to retire during or at the conclusion of the following school year.
- 3. Approval of this increment will be given when applicant's written resignation for the purpose of retirement only has been approved by the Board of Education. Such letter of resignation must be submitted by April 1 of the school year in which the Teacher retires.
- 4. Payment will be made at a rate per day for each accumulated sick day posted to the individual's account, calculated to the date of payment up to a maximum of 300 days. This rate will be based on the following schedule:

2002-2003	\$45
2003-2004	\$47
2004-2005	\$48

Additionally, payment will be made at a rate per day for each accumulated unused sick day posted to the individual's account calculated to the day of payment in excess of 300 days up to a maximum of 400 unused sick days. This rate will be based on the following schedule:

2000-2003	\$12
2003-2004	\$12.50
2004-2005	\$13

No payment shall be made unless an applicant has an accumulation of at least 75 unused sick days at the time of retirement.

- 5. Payment will be made in a lump sum at the close of the school year or upon retirement if such takes place prior to the close of the school year.
- 6. Additional payment will be made to any Teacher who retires under the New York State Teachers Retirement System effective the first year of full retirement eligibility. Full retirement eligibility is established for teachers based on the TRS tier they are assigned to. To receive this additional payment, the Teacher must also meet all of the above requirements.

2002-2003	\$8,470
2003-2004	\$8,809
2004-2005	\$9,107

D. Off Step Rider

The off step rider provision will apply to all qualified teachers through the 2001-2002 contract year at which time benefits derived from this provision were frozen. No new benefits from this off step rider will be applied in the 2002-2003 school year or thereafter.

In the 2002-2003 contract year, the following "Off Step Increment" clause replaced item D. and hereafter will apply to all teachers:

The annual increment for employees beyond Step Q shall be a percentage increase equal to the average percentage of increments steps "A" through "Q".

E. Graduate Hours and Experience Credit

1. Graduate hours will be honored at a rate for each block of three hours based on the following schedule:

2002-2003	\$200
2003-2004	\$208
2004-2005	\$215

Salaries will be adjusted on a prorata basis and the graduate hours paid upon receipt of official transcripts or official university report cards. Beginning with the 1999-2000 contract year, where master's degree programs require more than thirty-three graduate hours, the credits beyond thirty-three will be honored as credits beyond the degree.

- 2. In determining a Teacher's salary, care must be exercised by the Administration in evaluating both course work and experience. To receive credit, all courses must meet the following criteria.
 - The course must be on the graduate level.
 - b. The courses must be taken in a recognized, accredited educational institution.

- c. Transcripts must be sent to the Personnel Office by the university before credit is allowed.
- d. Courses other than on a graduate level may be approved by the Superintendent if in his opinion the course contributed significantly to the Teacher's background and no graduate course is available. Prior permission must be secured for all undergraduate work.
- e. Inservice courses may be approved for salary credit if, in the Superintendent's judgment the following criteria are met;
 - (1) The course is being presented by the Teacher Center, an accredited institution or other appropriate organization.
 - (2) The course will provide information and training appropriate for use by the Teacher in his/her teaching assignment.

In all cases, prior permission from the Superintendent of Schools or his designee must be granted or in-service credit will not be credited. Blocks of three in-service credits will receive salary credit at the same rate as graduate credits. Teachers are encouraged to take in-service courses in full credit increments. (One credit must contain at least fifteen hours of instructional time). Partial credits may be accumulated under the following conditions: 1) Prior approval to take an in-service course for partial credit has been granted in advance of taking the course; 2) The Teacher accepts responsibility for keeping documentation of said approval and proof of course completion until a full credit or block of in-service credit has been earned; 3) The Teacher accepts the responsibility for submitting full documentation to the personnel secretary in the administration building before salary credit can be applied.

- f. The incorporation of this policy shall in no way deprive a Teacher of money for hours earned under any previous policy. However, such Teacher's status would be studied for future course credit.
- 3. To receive experience credit, the experience must meet the following criteria:
 - a. Experience must be acquired in a recognized accredited elementary or secondary school in the United States and may be recognized by the Camden School District in full or in part. College experience may count if such experience is useful at the public school level.
 - b. A maximum of fifteen (15) years experience may be utilized for placing a Teacher on the salary schedule.
 - c. Experience in the armed services, industry or business may be counted with a maximum of two years if such service is in the teaching field of a person. A written statement of such experience must be placed on file by the candidate.
- 4. The Superintendent shall be responsible for evaluating all prior experience and all course work of the professional staff and for placing the staff member on the proper salary step with the proper graduate credit as defined in this policy.
- 5. Teachers having a C.A.S. degree will receive a stipend based on the following schedule:

2002-2003	\$502
2003-2004	\$522
2004-2005	\$540

6. Teachers having earned Ph.D. or Ed.D. degree will receive a stipend based on the following schedule:

2002-2003	\$613
2003-2004	\$638
2004-2005	\$660

F. Mileage

Teachers utilizing their own vehicles for authorized travel between buildings (except within the Village) or on other authorized school business, shall be compensated at the District's regular mileage rate.

G. Chaperon Duty at School Activities

1. All chaperones required for various High School Athletic contests and Middle School and High School dances will be paid per event according to the following schedule:

2000-2004	\$52
2004-2005	\$54

All reasonable attempts will be made to secure unit members. In the event that there are not sufficient unit members who wish to perform the duties of a chaperon, the District may seek volunteers for such duties before being required to hire non-unit employees for compensation.

All other chaperones duties for the school sponsored events will be paid per event according to the following schedule:

2000-2004	\$42
2004-2005	\$43

All reasonable attempts will be made to secure unit members. In the event that there are not sufficient unit members who wish to perform the duties of a chaperon, the District may seek volunteers for such duties before being required to hire non-unit employees for compensation.

- 3. The Coordinator of Athletics will be paid at the above athletic chaperon rate for each evening home contest date. It is expected that the Coordinator will attend all home contests.
- 4. Teachers assigned to Video Taping responsibilities will be paid at the above Athletic Chaperon rate.

H. Middle School Office Detention

A minimum of five (5) teachers will be appointed, from a list of volunteers, to perform Middle School Office Detention at a rate of \$12.00. In the event that there are not at least five (5) volunteers, the Building Administrator will be authorized to select Teachers for this assignment in a fair and equitable manner.

I. Athletic Salary Schedule 2002-2005

Level I: Varsity Boys Wrestling

Varsity Boys Football - Head Coach

Varsity Boys Basketball

Level II: Varsity Girls Basketball

Varsity Field Hockey Varsity Boys Soccer Varsity Girls Soccer Varsity Boys Baseball

Varsity Boys Football - Assistant Coach

Varsity Nordic Skiing

Junior Varsity Boys Football - Head Coach

Junior Varsity Boys Wrestling

Level III:

Varsity Girls Volleyball

Varsity Girls Softball

Varsity Girls Track - Head Coach Varsity Boys Track - Head Coach

Winter Cheerleading

Junior Varsity Boys Basketball Junior Varsity Girls Basketball Junior Varsity Field Hockey Junior Varsity Girls Volleyball Junior Varsity Boys Soccer Junior Varsity Girls Soccer Junior Varsity Boys Baseball

Junior Varsity Boys Football - Assistant Coach

Frosh Boys Basketball

Modified Boys Football - Head Coach

Level IV:

Varsity Girls Track - Assistant Coach Varsity Boys Track - Assistant Coach

Varsity Coed Cross Country

Varsity Girls Tennis Varsity Boys Tennis Varsity Girls Golf Varsity Boys Golf Varsity Girls Bowling Varsity Boys Bowling Fall Cheerleading

Junior Varsity Girls Softball Modified Girls Field Hockey Modified Girls Volleyball Modified Girls Softball Modified Boys Wrestling Modified Boys Soccer Modified Girls Soccer Modified Boys Baseball

Modified Boys Football - Assistant Coach

Modified Girls Basketball Modified Boys Basketball Modified Girls Volleyball

Assistant JV Cheerleading - Winter

Level V:

Modified Girls Track (2) Modified Boys Track (2)

Assistant JV Cheerleading - Fall

Guidelines

1. Assignments:

- a. All coaching assignments are for a one year period of appointment. Selection will be based upon theoretical training, competition in the sport in high school and at the collegiate level, personal competence in the sport, the ability to competently teach the sport, consideration of unit membership, excellent evaluations (in the case of an incumbent coach seeking reappointment to the same position), and the affirmative effect of the coach upon the team members, without regard for the sex of the coach.
- b. All assignments will be made on a non-discriminating basis and all employees shall be granted equal terms, conditions and privileges of employment regardless of race, color, creed, national origin, age or sex.
- c. Experience will be given in the same sport coached only. Moving up levels in the same sport will be counted at ½ the experience in that sport. Experience will be granted at 8% per year not to exceed 5 years of experience granted.
- d. Additional coaches may be added and compensated at the appropriate level.

2. Cheerleader Advisors:

All cheerleader advisors must accompany the team to all football and basketball contests.

Coaches Salary Schedule

<u>Level</u>	Step 1	2002-03	2003-04	<u>2004-05</u>
П		\$2,695 \$2,265	\$2,820 \$2,355	\$2,900 \$2,438
<u>Level</u>	Step 1	2002-03	2003-04	2004-05
III IV V Coordin	ator of Athletics	\$1,830 \$1,410 \$1,010	\$1,903 \$1,466 \$1,050	\$1,970 \$1,518 \$1,087
	Step 1	2002-03	2003-04	2004-05
Coordin	ator	\$1,450	\$1,508	\$1,560

A coach or Coordinator of Athletics initially appointed will be placed on the appropriate level of the above schedule.

A coach or Coordinator of Athletics continuing an appointment in one of the above will have his/her previous year's salary in the position incremented based on the following schedule:

2002-2003	\$200
2003-2004	4%
2004-2005	3.5%

Compensation for coaches whose teams or individual members of the team who qualify for sectional or state level competition will be adjusted as follows: For each contest beyond the regularly scheduled season the varsity or head coach will receive an additional \$110, 2002-2005. Board appointed varsity assistants will receive an additional \$60 for each sectional or state contest, 2002-2005. Where there is no varsity assistant, the heard coach may select one Board appointed coach from any level in the same program to assist during the post-season. That individual will be compensated as a varsity assistant during this post-season period.

J. Extracurricular Schedule

Level I: Student Council - HS

Marching Band Director - MS Marching Band Director - HS Yearbook Advisor - HS

Yearbook Business Advisor - HS

Level II: Senior Class Advisor - HS

Drama Club - HS Saints/Madrigals - HS American Field Service - HS Musical Production Director - HS

Level III: Junior Class Advisor - HS

Dramatics Directors - HS

Color Guard - MS Color Guard - HS

Newspaper Advisors - HS Newspaper Advisor - MS

Assistant Marching Band Director - MS Assistant Marching Band Director - HS

Stage Band - HS Service Club - MS

Service Club 6th Grade - MS

Student Council 7th and 8th Grade - MS

Honor Society - HS Student Council - CE

Musical Production Director - MS

Honor Society - MS

Etudes - MS

Level IV: Sophomore Class Advisor - HS

Ski Club - HS, MS, Elementary Musical Choreographer -HS Musical Instrumental Director - HS Musical/Play Set Director- HS Student Council 6th Grade - MS

Student Council Elementary - MV, AV, NB

Musical Music Director - MS Costume Advisor - HS

Level V: Freshman Class Advisor - HS

Stage Band - MS

Young Astronauts Club - MS

Advanced Band - MS Yearbook Advisor - MS Varsity Club - HS

Mathletics

Odyssey of the Mind SADD Advisor Teenage Task Force Level VI: Future Homemakers of America - HS

Future Business Leaders of America - HS

Foreign Language Club - HS

Science Club - HS

Manager of District Music Events

NOTE: All drama stipends will be paid per production.

Level 1	Step 1	Step 2	Step 3
I	\$1,563	\$1,795	\$2,030
II	\$1,150	\$1,320	\$1,525
Ш	\$ 900	\$1,025	\$1,185
IV	\$ 620	\$ 670	\$ 820
V	\$ 400	\$ 465	\$ 540
VI	\$ 295	\$ 335	\$ 385

EXTRA CURRICULAR PAY SCHEDULE 2003-2004

Level 1	<u>Step 1</u>	Step 2	Step 3
I	\$1,626	\$1,867	\$2,111
II	\$1,196	\$1,373	\$1,586
m	\$ 936	\$1,066	\$1,232
IV	\$ 645	\$ 697	\$ 853
V	\$ 416	\$ 484	\$ 562
VI	\$ 307	\$ 348	\$ 400

EXTRA CURRICULAR PAY SCHEDULE 2004-2005

Level 1	Step 1	Step 2	Step 3
I	\$1,683	\$1,932	\$2,185
II	\$1,238	\$1,421	\$1,642
III	\$ 969	\$1,103	\$1,275
IV	\$ 668	\$ 721	\$ 883
V	\$ 431	\$ 501	\$ 582
VI	\$ 318	\$ 360	\$ 414

Guidelines For Review of Extra-Curricular Schedule

An extra-curricular activity advisory committee will be formed as the need arises or during years where there is
no formal negotiation process. This committee will be convened at the request of a member or the District in
light of changing circumstances which constitute an increased or decreased work expectation. Said change in
work expectation must be agreed upon by advisors and District officials before such changes take place and
before changes can be credited or considered for an alteration in compensation. The committee's purpose will
be to authenticate any agreed upon work expectation change and place the job title properly within the extracurricular schedule.

- 2. The committee will examine any request for status change on an annual basis prior to June 1st. Requests will be made in writing and submitted to the Superintendent of Schools in December and January.
- 3. Any staff member wishing to start a new organization must submit a request to his/her building principal. The building principal will forward those requests deemed appropriate, along with a recommendation, to the Superintendent for consideration. Upon approval by the Superintendent, the extra-curricular activity will be paid at a rate of \$175 in the first year. The extra-curricular activity advising committee will determine placement on the Extra-Curricular Schedule.
- 4. The committee review is intended to permit extra-curricular level and stipend alteration apart from the regular negotiation process. Within the normal negotiation process, these same issues may be addressed without the formation of a separate committee. This committee may also be used to determine the placement of new clubs or organizations.
- 5. The committee will be composed of 2 administrators appointed by the Superintendent and 2 CTA members appointed by the CTA President. One of the CTA members must be an active extra-curricular advisor. Any decision of this committee must be supported by 3 of the 4 members.

K. Schedule for Additional Duties 2002-2005

Position		2002-2003	2003-2004	2004-2005
Athletic Business Manager	•	\$ 60/event	\$ 62	\$ 64
Athletic Alternate Event M		\$ 50/event	\$ 52	\$ 54
Audio Visual Coordinator	•	\$1,010	\$1,050	\$1,087
	MS	\$1,010	\$1,050	\$1,087
	Œ	\$ 665	\$ 691	\$ 715
	AV	\$ 290	\$ 301	\$ 312
	MV	\$ 290	\$ 301	\$ 312
	NB	\$ 290	\$ 301	\$ 312
Intramurals *		\$ 20/hr.	\$ 21/hr.	\$ 22/hr.
Musical Business Manager		\$ 145	\$ 150	\$ 156
Musical Accompanist		\$ 260	\$ 270	\$ 280
Stage Manager		\$ 780	\$ 811	\$ 839
Light & Sound Manager		\$ 780	\$ 811	\$ 839
Teacher-in-Charge	HS	\$ 640	\$ 665	\$ 689
8	MS	\$ 640	\$ 665	\$ 689
	Œ	\$ 895	\$ 930	\$ 963
	AV**	\$ 640	\$ 656	\$ 689
	MV**	\$ 640	\$ 656	\$ 689
	NB**	\$ 640	\$ 656	\$ 689

^{*} A schedule of intramurals shall be submitted to the Principal and Director of Physical Education prior to starting intramural sessions.

^{**} Teachers currently holding this position will continue to be paid at the 1994-95 rate, if such amount is greater, as long as they are employed in this assignment.

L. Schedule for Department Chairpersons and Coordinators

STEP 1		2002-2003	2003-2004	2004-2005
Level 1	2-3 Teachers	\$ 795	\$ 827	\$ 856
Level 2	4-5 Teachers	\$1,025	\$1,066	\$1,103
Level 3	6 Teachers	\$1,300	\$1,352	\$1,440
Level 4	7 or more Teachers	\$1,690	\$1,758	\$1,820

All Department Chairs and High School and Middle School Coordinators, in addition to the above compensation, will be assigned an instructional period of time for the purpose of department supervision and/or coordination. All Elementary Coordinators, in addition to the above compensation, will be assigned one instructional period of time per week for the purpose of coordination.

The High School, Middle School, and Camden Elementary School Coordinators will be placed on Level 4. The positions covered by this provision include:

HS English Department Chairperson

HS Math Department Chairperson

HS Science Department Chairperson

HS Social Studies Department Chairperson

HS Business Department Chairperson

MS English Department Chairperson

MS Math Department Chairperson

MS Science Department Chairperson

MS Social Studies Department Chairperson

6 - 12 Technology Department Chairperson

7 - 12 Foreign Language Department Chairperson

DW K-12 Music Department Chairperson

DW Media Chairperson

DW K-12 PE Department Chairperson

MS Special Education Department Chairperson

HS Special Education Department Chairperson

MS Compensatory Program Coordinator

HS Compensatory Program Coordinator

CES Compensatory Program Coordinator Area School

Elementary Special Education Coordinator

The following positions will be placed on Level I and are covered by this provision.

North Bay Compensatory Program Coordinator

Annsville Compensatory Program Coordinator

McConnellsville Compensatory Program Coordinator

A Teacher continuing in an appointment in one of the above positions will have his or her previous year's salary in the position incremented by the following percentage:

2002-2003	3%
2003-2004	4%
2004-2005	3.5%

A Teacher who changes levels because of a change in department size will move to the appropriate level and have his/her salary for the position adjusted on a pro-rated basis.

M. Schedule for Counselors and Speech Specialists

<u>Step</u>	2002-2003	2003-2004	2004-2005	
1	\$1,500	\$1,560	\$1,685	
2	\$1,680	\$1,747	\$1,808	
3	\$2,000	\$2,080	\$2,152	
4	*\$2,525	*\$2,626	*\$2,718	

^{*}This step is available only to individuals working September 1st - June 30th

Article XXVI

Duration of Agreement

A.	This contract shall be effective as of	July 1,	, 2002 a	and shall	continue i	in effect	through	June 3	0, 2005.

Dated at Camden, New York this day of , 2002

FOR THE CAMIDEN TEACHERS ASSOCIATION

Date

Date

FOR THE CAMIDEN CENTRAL SCHOOL DISTRICT

BY:

Mr. Rocco J. Longo Superintendent

Date

AGREEMENT

FOR

DISTANCE LEARNING

ADDENDUM

To the 2002-2005 Agreement between the Camden Central School District and the Camden Teachers Association concerning participation in the Oneida-Herkimer-Madison BOCES Distance Learning Program.

It is agreed that the Camden Teachers Association and the Camden Central School District may participate in this Distance Learning Program under the following conditions.

I. GENERAL

- A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the district to argue that the association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the district.
- B. No member of bargaining unit on effective date of this agreement in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the district sending/receiving courses in that tenure area through a Distance Learning Program.
- C. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the district. Compensation, if any, for such training for the participants shall be subject to the applicable provisions of the district's contract with the CTA.
- D. The District's Advisory Committee on Distance Learning shall be made up of five (5) persons. The Union President shall appoint two (2), and the Superintendent shall appoint three (3).

II. TRANSMITTING From Camden Central Schools

- A. Any program delivered from this school district, for the purpose of educating children, shall be taught by a volunteer from the bargaining unit. During the life of this agreement, if no volunteer is available, then the host district may utilize staff from other than the bargaining unit. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of the live transmission must be for the purposes of current student review of participating students and/or makeup.
- B. The time of the transmission will be determined by the district, within the normal confines (starting and ending time) of the daily schedule of classes.
 - Because of variations in schedules between districts, transmission may include time immediately prior to or after the normal schedule in order to resolve the resultant conflict.
- C. The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training provided.
- D. The number of students in a class, including those at receiving sites, shall not exceed that which is traditional in the host district for teachers in the particular discipline being offered.

- E. All grading of school work and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the host district.
- F. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to host school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's Open House.) The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.
- G. In the event of the transmitting teacher's absence, the host district shall be expected to provide a trained substitute when it elects to transmit.
- H. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement of the host district. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.
- I. Any audio-visual tapes of the classes made in the host district are the property of the host district and the district shall make such tapes available for the teacher's personal, professional, non-commercial use.
- J. The calendar of the host district shall be used for each course being taught.
- K. Textbooks for Distance Learning courses shall be determined by the host district in accordance with normal procedures.
- L. Once courses to be taught are determined, other matters that will be subject to local option are additional plan time, compensation, manner of assignment and such others as the parties may wish to address. Negotiations of local options by collective bargaining agreement shall not prevent the Distance Learning Program from going forward even if such negotiations are incomplete at the time of the program's inception.
- M. Teachers will be permitted and encouraged to transmit at least once each semester from each district that receives his/her course. The school district will provide adequate time. Appropriate expenses will also be paid by the District.

III. RECEIVING.

A. The introduction and continuation of Distance Learning in a receiving district shall not replace a course being currently taught or a course taught in the past five (5) years by current staff unless the local union and district mutually agree in writing. A course may not be offered if it falls within the tenure area of a qualified employee on a recall list unless said individual declines the offer of part-time employment.

Transmission shall originate within New York State.

B. The receiving district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning of any received classes.

- C. A district employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the sending teacher. If the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility. If the unit member assigned is a teaching assistant and is required to attend meetings in the sending school, the district shall be responsible for mileage and meals when appropriate. If the person assigned is requested to attend meetings outside of normal work time, the meetings must be at mutually agreeable times. The district shall compensate such employee.
- D. If the district assigns a teacher to a receiving class, such assignment shall count in the teacher's normal load in accordance with the provisions of the collective bargaining agreement.
- E. The district shall not make any audio/visual tapes without the knowledge and consent of the sending teacher. It is expected that the teacher will consent to making of tapes for the sole purpose of aiding students enrolled in the course. All tapes shall be erased or destroyed at the end of the school year at the discretion of the teacher.
- F. College courses which give no high school credit may be received during the school day for offering to students who have or are scheduled to complete district offered course requirements for graduation.

SUCCESSOR AGREEMENT:

This agreement shall remain in effect for a period of three years, or from July 1, 2002, to June 30, 2005. Parties agree that the first year shall be considered a pilot or trial period and that at the end of the first year the parties shall meet for the purpose of reviewing and, if necessary, modifying this agreement. Notwithstanding applicable provisions of Article 14 of the Civil Service Law relating to the Taylor Law's Triboro Amendment (209(a)(1)9e)), the parties expressly stipulate that this agreement shall expire on June 30, 2005, unless it is extended or modified in writing by the parties.

COO J. LONGO / Date WAYNE ED

Superintendent of School President & Chief Negotiator
Camden Central School District Camden Teachers Association

35

APPENDIX A
SALARY SCHEDULE FOR 2002-2003

STEP	BA	BA+30	MA	BA+60	M+30
Α	\$31,763	\$33,897	\$34,817	\$36,030	\$36,952
В	33,139	35,300	36,220	37,462	38,384
С	34,515	36,704	37,623	38,894	39,816
D	35,891	38,108	39,027	40,326	41,247
E	37,267	39,512	40,431	41 <i>,</i> 758	42,679
F	38,641	40,916	41,835	43,190	44,110
G	40,017	42,320	43,239	44,621	45,542
H	41,393	43,724	44,643	46,053	46,974
I	42,769	45,128	46,047	47,484	48,406
J	44,144	46,529	47,449	48,916	49,83 <i>7</i>
K	45,408	47,822	48 <i>,</i> 742	50,236	51,156
L	46,670	49,113	50,033	51,556	52,476
M	47,933	50,405	51,324	52,875	53 <i>,</i> 796
N	49,197	51,696	52,616	54,195	55,115
0	50,461	52,988	53,907	55,514	56,436
P	50,461	54,251	55,170	58,069	58,990
Q	51,809	55,599	56,518	59,417	60,337
CAS:		\$ 502			
25-Year Longevity:		\$2,228			
Add Hours in Blocks of Three:		\$ 200			
Ph.D.:		\$ 613			

September 2002

- All Teachers continuing in employment from 2001-2002 will move one letter down the schedule. This will be the rate of pay for January 2003.
- Apply 3% raise to the 2001-2002 total finishing salary for all off-step Teachers (Step Q plus all off-step formula salary). This will be the base salary through January 2003.

February 2003

- Advance all Teachers on the 2002-2003 schedule one step. This new step amount will be the rate of pay for second half of the year.
- Apply 3% additional raise to the last pay rate for all off-step Teachers and pay them at this rate for the second half of the year.

^{**} The District may offer a signing bonus to new teachers hired on Step A only. This one time bonus may not exceed \$800.

APPENDIX B
SALARY SCHEDULE FOR 2003-2004

STEP	ВА	BA+30	MA	BA+60	M+30
A	\$31,763	\$33,897	\$34,817	\$36,030	\$36,952
В	33,139	35,300	36,220	37,462	38,384
С	34,515	36,704	37,623	38,894	39,816
D	35,891	38,108	39,027	40,326	41,247
E	37,267	39,512	40,431	41 <i>,</i> 758	42,679
F	38,641	40,916	41,835	43,190	44,110
G	40,017	42,320	43,239	44,621	45,542
H	41,393	43 <i>,</i> 724	44,643	46,053	46,974
I	42,769	45,128	46,047	47,484	48,406
Ţ	44,144	46,529	47,449	48,916	49,837
K	45,408	47,822	48,742	50,236	51,156
L	46,670	49,113	50,033	51,556	52,476
M	47,933	50,405	51,324	52,875	53, 7 96
N	49,197	51,696	52,616	54,195	55,115
0	50,461	52,988	53,907	55,514	56,436
P	50,461	54,251	55,170	58,069	58,990
Q	51,809	55,599	56,518	59,417	60,337

CAS:	\$ 522
25-Year Longevity:	\$2,317
Add Hours in Blocks of Three:	\$ 208
Ph.D.:	\$ 637

September 2003

- All Teachers on the schedule begin the year on the step they moved to in February 2003 and remain on that step until February 2004.
- Off-step Teachers begin in September with pay based on their rate for the second half of the 2002-2003 school year. They will continue to be paid on this rate through February 2004.

February 2004

- All Teachers on the schedule will move up one step and will be paid at this new rate for the remainder of the 2003-2004 school year.
- Off-step Teachers will have their last pay rate increased by 3% and they will be paid at this rate for the second half of the year.

^{**} The district may offer a signing bonus to any new teacher hired on Step A only. This is a one time bonus that will not exceed \$800.

APPENDIX C
SALARY SCHEDULE FOR 2004-2005

STEP	BA	BA+30	MA	BA+60	M+30
Α	\$31,922	\$34,066	\$34,991	\$36,210	\$37,137
В	33,305	35,477	36,401	37,649	38,576
C	34,688	36,888	37,811	39,088	40,015
D	36,070	38,299	39,222	40,528	41,453
E	37,453	39,710	40,633	41,967	42,892
F	38,834	41,121	42,044	43,406	44,331
G	40,217	42,532	43,455	44,844	45, <i>77</i> 0
H	41,600	43,943	44,866	46,283	47,209
I	42,983	45,354	46,277	47,721	48,648
J	44,365	46,762	47,686	49,161	50,086
K	45,635	48,061	48,986	50,487	51,412
L	46,903	49,359	50,283	51,814	52,738
M	48,173	50,657	51,581	53,139	54,065
N	49,443	51,954	52,879	54,466	55,391
0	50,713	53,253	54,177	55,792	56 , 718
P	50,713	54,522	55,446	58,359	59,285
Q	52,068	55,877	56,801	59,714	60,639
CAS:		\$ 540			
25-Year Longevity:		\$2,398			
Add Hours in Blocks of Three:		\$ 215			
Ph.D.:		\$ 659			

- All Teachers continuing in employment will move one letter step down the schedule.
- All off-step Teachers will have their last rate of pay increased by 3% and will have their base pay increased by any change in the amount on Step Q.