

3/28/22

**AGREEMENT**

*between the*

**BOARD OF EDUCATION**

**OF**

**COMMACK  
UNION FREE SCHOOL DISTRICT**

*and the*

**COMMACK TEACHERS  
ASSOCIATION**

**July 1, 2021– June 30, 2023**

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

**MEMBERS OF  
THE BOARD OF EDUCATION**

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JUSTIN VARUGHESE, Vice President  
WILLIAM HENDER, Trustee  
SUSAN HERMER, Trustee  
GUS HUEBER, Trustee

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COMMACK TEACHERS ASSOCIATION**

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ROBERT CIANI, Second Vice President  
BARTON AYRES, Treasurer  
CARLA POWERS, Secretary  
ROBERT TURISSINI, Negotiations Chair

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**ARTICLE I  
RECOGNITION, SUB-CONTRACTING**

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

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

**ARTICLE II  
NO STRIKES OR WORK STOPPAGES**

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

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

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

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

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

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

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

c. Names and assignments of members added or deleted from the regular payroll will be forwarded to the CTA treasurer within 10 working days. This applies to changes within the school year.

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

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

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

3.06 a. The President of the CTA will be assigned a mutually agreed upon schedule, which constitutes 40% of a normal teaching schedule, within his/her current tenure area, during the course of the school year. If the President is a secondary level teacher, this would equal two assigned teaching periods per day. The CTA will reimburse the District for 30% of the President's salary, inclusive of any differentials, but exclusive of all other compensation.

b. Two CTA Vice Presidents will be assigned a mutually agreed upon schedule, which constitutes 80% (20% each) of a normal teaching schedule, within his/her current tenure area, during the course of the school year. If the Vice President is a secondary level teacher, this schedule would equal four assigned teaching periods per day.

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

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

e. The Grievance Chairperson will be released for one-half day per week according to a schedule to be agreed upon between the Chairperson and his/her principal. The Grievance Chairperson, when a secondary teacher, will be released for the equivalent

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

f. The CTA Chief Building Representative at the Middle School and High School level will be relieved of any building duty assignment.

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

#### **ARTICLE IV SCHOOL CALENDAR**

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

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

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

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

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

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

#### **ARTICLE V WORKDAY, PREPARATION TIME, PROFESSIONAL PERIOD AND FACILITIES**

5.01 a. Teachers will make provision for effective instruction by arriving each school day at their assigned building at a time adequate to make preparation for their professional duties and responsibilities and will remain for a period of time after the dismissal of the student body until professional duties and responsibilities are completed.

In no event, however, will a teacher's mandatory workday, as defined above, exceed seven hours.

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

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

1. Overtime to 40 hours computed at regular salary.

2. Over 40 hours computed at the rate of 1 1/2 times the nurse's annual salary.

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

b. Each Middle and High School teacher will have a duty-free lunch period equivalent to the length of one class period.

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

5.03 a. In order to facilitate scheduling the attendance of general education teachers, as required by the regulations of the Individuals with Disabilities Act (IDEA), at Committee on Special Education (CSE) meetings, the following will apply:

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

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

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

a) a meeting must be rescheduled on short notice;

b) teachers are detained at the meetings; or



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

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

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

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

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

5.04 a. All Middle and High School teachers will, in addition to their lunch period, have at least one preparation period each day, during which they will not be assigned to any other duties.

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

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

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

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

5.05 a. Middle and High School teachers will not be assigned more than five teaching periods per day with the following exceptions:

1. Teachers of Middle School and High School Regents science courses and High School math labs may be assigned to more than five periods per day due to the laboratory requirements of these courses. Math or science teachers having more than 25 class periods per week will receive a sixth period stipend prorated to the number of periods in excess of 25 per week. No math or science teacher may be assigned more than 30 class periods per week.

2. In the event of the creation of new courses requiring more than 25 teaching periods per week, labs included, no non-teaching duties will be assigned, except that the

teacher assigned to 26 teaching periods may be assigned to one non-teaching duty period per week.

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

For all years of the Agreement, the full sixth period stipend for all teachers with a Master's Degree will be 1/5th of the salary amount shown on the current salary schedule for MA step 1. The stipend for a teacher without a Master's Degree will be 1/5th of BA step 1.

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

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

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

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

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

f. The stipend for a second duty period in place of a professional period is set at one-half of the sixth period stipend (BA step 1) as indicated in 5.05a.3 of this Agreement.

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

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

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

c. All middle and high school teachers will be assigned a professional period if the building to which they are assigned adopts a nine or 10 period schedule.

d. The tasks assigned to middle and high school teachers during their professional period will be determined by the administration. Professional period tasks may include learning lab tutorials, professional training, mentoring, in-house professional meetings, curriculum development activities, or other activities to be approved by the Professional Council. No written product will be required from these activities. Learning lab tutorials are not to be considered an additional preparation. Teachers with regular teaching schedules will not receive formal classroom evaluations in tutorial periods. The responsibility of teachers in learning labs will be to take attendance, provide tutoring for students and maintain a student portfolio. Learning lab sections will not exceed 10 students who may be assigned for a specific period of time. Those teachers who are assigned to six teaching periods will not be assigned to tutorials as part of their professional period. Mandatory tutoring assignments (learning lab) will not normally occur during a teacher's professional periods more than one-third of the time during a three-year period. Should an extraordinary situation cause the need for additional tutoring assignments, the CTA will be consulted prior to the determination of these assignments.

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

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

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

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

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

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

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

2021-2022	2022-2023
\$99.26	\$100.75

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

2021-2022	2022-2023
\$52.91	\$53.70

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

b. In the Middle and High Schools, adequate workspace that includes access to a phone and computer will be provided for teachers.

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

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

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

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

5.13 If the District determines that no substitute is available for class coverage on a given day, teachers will cover classes using their professional period or duty period as directed by the Building Principal. All teachers will provide up to a maximum of two periods for this class coverage per school year with no additional compensation. Teachers will be compensated for any additional covered 40-minute period as follows:

	<b>2021-2022</b>	<b>2022-2023</b>
<b>BA</b>	\$52.87	\$53.66
<b>MA</b>	\$63.71	\$64.67

Teachers will be compensated for any additional covered 60-minute period as follows:

	<b>2021-2022</b>	<b>2022-2023</b>
<b>BA</b>	\$79.31	\$80.50
<b>MA</b>	\$95.55	\$96.98

Teachers will be compensated for any additional covered 60-minute period as follows:

Teachers may be asked to substitute for no more than one period on any given school day. In all cases, substitute teaching assignments will be made by an authorized administrator.

Teachers Assistants who are assigned as substitutes to cover individual classes will be paid the difference between their prevailing teacher assistant salary and the prevailing BA Step 1 salary divided by 200, divided by five (1/5 per class or duty per day). A substitute for the teacher assistant will be provided. Teacher Assistants who are assigned as substitutes to cover a full school day of elementary level classes will be paid \$75 per day, and those who are assigned to cover less than a full school day of elementary level classes will be paid \$37.50 per partial day. Teacher Assistants who are assigned as substitutes to cover secondary level classes will be paid \$15 per covered class period, not to exceed \$75 per day. These rates will be increased by any percentage that applies to the Teacher Assistant salary schedule set forth in Article XI, Section 11(B).02.

	<b>2021-2022</b>	<b>2022-2023</b>
<b>Elementary Level Per Diem Rate</b>	\$77.65	\$78.81

<b>Secondary Level Per Covered Class Period Rate</b>	\$15.53	\$15.76
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5.14 A teacher assigned to prepare 10 or fewer IEPs will be released from his/her regular duties for one school day. A teacher assigned to prepare 11 or more IEPs will be released from his/her regular duties for two school days.

**ARTICLE VI  
ALTERNATIVE HIGH SCHOOL**

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

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

<b>Lead Teachers, Teachers and Counselors:</b>	
<b>2021-2022</b>	<b>2022-2023</b>
<b>\$2,099</b>	<b>\$2,130</b>

<b>Teaching Assistants</b>	
<b>2021-2022</b>	<b>2022-2023</b>
<b>\$1,007</b>	<b>\$1,022</b>

This scale point value will be indexed for every year of the Agreement.

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

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

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

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

7.01 The 2021 -2022 and 2022-2023 teachers' salary schedules will be set forth in Appendices A-1, and A-2. All teachers will be paid in accordance with these schedules.

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

**ARTICLE VIII  
GROUP INSURANCE PROGRAM**

8.01 The Board will maintain a Group Medical, Excess Major Medical and Dental program. Effective January 1, 2021, unit members' contribution will be 20.5%. A summary of these plans will be provided to all members as per past practice.

8.02 Unit members who are eligible for family coverage but elect individual coverage will receive \$2000; unit members who are eligible for family coverage but decline coverage will receive \$4000; unit members who are eligible for individual coverage but decline coverage will receive \$2000. All buybacks include both medical and dental coverage.

Unit members who are on an approved leave of absence at the start of the calendar year will be eligible to select this buyback option in the event they return to work on the first day of the subsequent marking period. In addition, any member who has selected the buyback option at the start of the calendar year and subsequently goes on an unpaid approved leave of absence will continue to be eligible for the buyback during that calendar year only. The actual amount payable of the option selected \$2,000/\$4,000, will be prorated based on the actual number of months that the member is on the regular payroll for the ten months school is in session for the calendar year.

Half of the stipend payment for the calendar year will be determined for the period, January – June and will be paid as a lump sum during the ensuing July. The remaining half will be likewise determined for the period July – December and will be paid during the ensuing January.

Time off-payroll during an approved FMLA leave will not be considered off-payroll in calculating the amount of the stipend that is due.

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

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

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

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

c. The provisions of this Section 8.04 apply only to members having at least 10 years of service in the District. Unit members hired on or after December 22, 2016 must have at least 15 years of service in the District.

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

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

## **ARTICLE IX GUIDANCE COUNSELORS SALARY AND CONDITIONS**

9.01 The Board will:

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

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

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

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

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

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



**ARTICLE X  
FAMILY AND CONSUMER SCIENCE AND  
TECHNOLOGY TEACHERS**

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

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

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

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

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

<b>Step</b>	<b>2021-2022</b>	<b>2022-2023</b>
1	\$3,482	\$3,534
2	\$4,186	\$4,249
3	\$4,764	\$4,835
4	\$5,581	\$5,665
5	\$6,274	\$6,368

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

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

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

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

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

Teaching assistants assist teachers by performing duties such as:

- Working with individual pupils or groups of pupils on special instructional projects;
- Providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;
- Assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
- Utilizing their own special skills and abilities by assisting in instructional programs;
- Managing records, materials and equipment;
- Supervising students and performing other services as support teaching duties when these services are determined and supervised by teachers;
- Assisting in related instructional work as required.

.02 All teacher assistants will be compensated in accordance with the following schedule. Effective for the 2021-2022 school year, each step on the salary schedule will be increased by 1.5%. Effective for the 2022-2023 school year, each step on the salary schedule will be increased by 1.5%. Placement on step will be determined by experience as a teacher assistant only.

Step	2021-2022	2022-2023
1	\$37,259	\$37,818
2	\$38,190	\$38,763
3	\$39,146	\$39,733
4	\$40,124	\$40,726
5	\$41,127	\$41,744
6	\$42,155	\$42,787
7	\$43,210	\$43,858
8	\$44,290	\$44,954
9	\$45,397	\$46,078
10	\$46,532	\$47,230
11	\$47,695	\$48,410
12	\$48,887	\$49,620
13	\$50,110	\$50,862

14	\$51,362	\$52,132
15	\$52,646	\$53,436

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

.04 Technology Teacher Assistants and the Movement-in-the Arts Teacher Assistant, in addition to their base salary, will receive a yearly stipend of:

<b>2021-2022</b>	<b>2021-2022</b>
\$3,426	\$3,477

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

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

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

.07 Teacher assistant positions in summer programs will be offered first to teacher assistants employed in the District.

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

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

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

<b>2021-2022</b>	<b>2022-2023</b>
\$42,953	\$43,232

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

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

.05 Any preferred substitute who has been employed by the District in a full-time capacity for 10 or more consecutive years will receive an annual stipend of \$1,250. Any preferred substitute who has been employed by the District in a full-time capacity for 20 or more consecutive years will receive an annual stipend of \$2,500 to be paid over the school year in the same manner as regular salary.

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

2021-2022	2022-2023
\$7,773	\$7,890

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

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

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

c. Administers hearing and vision tests, weights and measures students and screens for scoliosis.

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

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

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

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

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

i. Performs first aid when necessary.

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

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

l. Equips classes with First Aid instruction.

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

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

**.04 Lead Nurse**

Step	2021-2022	2022-2023
1	\$2,262	\$2,296
2	\$2,765	\$2,806
3	\$3,266	\$3,315

**.05 Base Salary, Nurse**

Effective for the 2021-2022 school year, each step on the salary schedule will be increased by 1.5%. Effective for the 2022-2023 school year, each step on the salary schedule will be increased by 1.5%.

Step	2021-2022	2022-2023
1	\$45,616	\$46,300
2	\$46,757	\$47,458
3	\$47,925	\$48,644
4	\$49,124	\$49,861
5	\$50,351	\$51,106
6	\$51,611	\$52,385
7	\$52,901	\$53,695
8	\$54,223	\$55,036

9	\$55,578	\$56,412
10	\$56,968	\$57,823
11	\$58,393	\$59,269
12	\$59,853	\$60,751
13	\$61,349	\$62,269
14	\$62,882	\$63,825
15	\$64,454	\$65,421

11(F) International Baccalaureate mentors will be paid a stipend of \$150 per student per year. Mentors may be annually assigned no more than three students. Effective with the 2021-2022 school year, mentors may be annually assigned no more than five students.

11(G) The rate of pay for MAAP Mentors will be per annum: \$2,719 (with 5-7 mentees). This amount will be indexed for every year of the Agreement: 2021-2022, \$3,175; 2022-2023, \$3,223. The mentors will use their professional period to fulfill their responsibilities as a MAAP mentor and will be relieved of one-half duty period per year. The schedule of release will be arranged based on each individual MAAP mentors preference. Where relief of duty periods cannot be accommodated, teachers will be paid at the prevailing contractual rate.

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

Each assistant supervisor of SAT and ACT testing will receive a stipend of \$2,527.95 for administering SAT and ACT examinations. The stipend will be increased by the base salary increase(s) set forth in Appendix B(1).

## ARTICLE XII COACHING AND INTRAMURAL SALARY SCHEDULES

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

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

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

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

13.03 Payment for these activities will be made by separate checks once per month.

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

13.05 Any CTA unit member who, in response to the District's request, participates as a musician in all three Spring Musical performances will receive a stipend of \$552, minus any applicable taxes and withholdings. The stipend will be prorated at the rate of \$184 per performance for any CTA unit member who participates in fewer than three Spring Musical performances.

The District will continue to have the non-reviewable discretion to determine whether anyone other than students is needed to participate as a musician in a Spring Musical performance and, if so, the number of participants needed. If the District determines that non-student participants are needed, the opportunity will first be posted to CTA unit members for a period of at least 14 working days. After 14 working days, if there are no qualified applicants from the CTA bargaining unit, the District may seek to obtain participants from outside the unit.

**ARTICLE XIV  
SUMMER SCHOOL**

14.01 Employees assigned to work in the summer program will be paid an hourly rate as follows:

	2021-2022	2022-2023
Teacher	\$77.17	\$78.33
Teaching Assistant	\$51.44	\$52.21
Nurse	\$51.44	\$52.21

14.02 Among the factors to be considered in the selection of summer school staff: certification, competency, recent experience in area of need and seniority.

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

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

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

14.06 Priority will be given to District nurses for the appointment of summer school nurses. Working conditions are determined to be equivalent to those of the regular school year.

**ARTICLE XV  
HOMEBOUND INSTRUCTION AND EXTENDED DAY**

15.01 Teachers of the homebound will be paid at the following hourly rates:

	<b>2021-2022</b>	<b>2022-2023</b>
Rate	\$51.56	\$52.33

Teachers who, pursuant to an IDEA Section 611 grant, have provided students with disabilities with content area support as well as study skill, organizational and homework support in a before and after school program will be compensated for one hour at the homebound instruction rate for each work session.

15.02 Teachers will receive payment for a total of 15 minutes' travel time for each homebound lesson.

15.03a. Homebound Instruction—Primary and Intermediate

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

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

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

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

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



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

#### 15.03b. Homebound Instruction-Middle and High Schools

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

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

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

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

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

#### 15.04 Extended Day

1. A teacher of record who performs a special education IEP-based extended day assignment will be paid the sixth period stipend rate set forth in Article 5.05.3.

2. A teaching assistant who performs a special education IEP-based extended day assignment will be paid his/her hourly rate for the time worked up to 40 hours in a week. Time worked over 40 hours in a week will be paid at time and one-half the teaching assistant's hourly rate.

### **ARTICLE XVI CLASS SIZE**

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

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

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

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

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

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

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

f. Every effort will be made to maintain a maximum teaching load of 600 different students in elementary art and music.

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

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

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

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

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

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

education teachers within a building who are assigned the same number of regular classes.

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

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

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

16.04 At the K-5 level, librarians may be assigned a maximum of 25 sections of instruction per week. Each secondary school will be assigned one librarian.

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

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

b. All load limits will be computed for the start of the school year as of October. All load limits for the second semester will be computed on the month after the start of the second semester. Load limits for courses that are of lesser duration than one semester will be computed after 10 days of the start of the marking period so affected.

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

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

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

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

<b>Technology Teacher</b> (Above 110 student load listed in 1.03 .5)	<b>Academic Teacher</b> (Above 135 student load listed in 16.03 #1, 2, 3)	<b>Full Year Stipend</b>
186-220	228-270	2021-2022 - \$5,051
		2022-2023 - \$5,127
149-185	182-227	2021-2022 - \$3,284
		2022-2023 - \$3,333
111-148	136-181	2021-2022- \$2,147
		2022-2023 - \$2,179

## ARTICLE XVII JOB SECURITY, SENIORITY, LAYOFF AND RECALL

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

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

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

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

17.02 In the event of a school closing necessitating a reduction in force (RIF) among nurses, the nurses will be separated in reverse order of seniority. For the purpose of seniority there will be considered the Nurses' services with the District, plus any active duty service in the U.S. Armed Forces, as provided by N.Y. S. Law.

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

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

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

c. Any nurse who loses a position through RIF will be placed on a re-employment priority list. This list will be used in filling future vacancies in the District, and nurses will be rehired according to seniority.

d. The District will contact by certified mail excessed personnel to inform them of notice of recall and/or vacancies.

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

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

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

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

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

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

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

e. Any termination for cause or other action will be based on merit principles only. All notices of termination will be in writing, setting forth specifically and, in detail, the reasons therefor. The nurse will have any opportunity to respond both verbally and in writing and to have the response considered and the final decision made by one higher in the District than the one who proposed the action. The nurse will have the right of

representation at any stage of the proceedings and will be furnished copies of all papers or evidence relied upon in the proposal. Nothing not made available to the nurse will be relied upon in the decision-making process.

17.06 a. Each building will have a registered professional nurse in attendance at all times, and there will be two full-time nurses at the high school.

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

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

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

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

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

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

18.03 Any teacher not intending to return to the District will advise the Administration of his/her intent no later than April 1 of each year. If a teacher decides after April 1, not to return, he/she will inform the Administration as soon as possible, but in any event will give at least 30 days' notice of resignation.

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

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

18.06 a. Teachers in their final year of service in a probationary area may be dismissed or terminated at the end of their probationary period. At any earlier time in their final

year of probationary service, they may not be dismissed or terminated except for the same reasons for which a tenured teacher may be dismissed or terminated under existing State laws.

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

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

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

## **ARTICLE XIX ASSIGNMENT AND TRANSFER**

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

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

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

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

19.04 Where a teacher is assigned to more than one building, travel time will in no way diminish lunch or preparation allowances. A teacher with a travelling assignment will not be assigned a duty period on a day on which he/she must travel to more than one building as part of that assignment.

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

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

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

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

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

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

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

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

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

19.12 All other factors being equal, seniority will prevail with respect to class assignments and duties, class loads and use of portable classrooms. For these purposes, seniority rights will be given to tenured teachers based only upon the total number of years as a District teacher.



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

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

**ARTICLE XX**  
**VACANCIES IN NEW OR EXISTING**  
**POSITIONS WITHIN THE UNIT**

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

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

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

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

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

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

Where and when appropriate, the Administration will establish advisory committees for particular recruitments and will appoint teachers who are deemed to be qualified or, in some cases, may just involve a particular teacher in the process. In all

cases, the teachers will be certified in the area of recruitment and enjoy a record of exemplary instructional performance as teacher and professional.

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

Teachers invited to be involved with interviews will be available to meet with the committee, if created, and to participate in the activities at times determined by the District. No matter what the structure of involvement, as determined by the District, the teacher involvement will at all times be advisory in nature, and the District Administration's responsibility for recruitment and recommendations will remain the sole responsibility of the Superintendent of Schools.

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

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

## **ARTICLE XXI ADMINISTRATIVE POSITION VACANCIES**

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

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

## **ARTICLE XXII PERFORMANCE EVALUATION**

This Article is superseded by the State-approved Education Law § 3012-d APPR plan, where applicable.

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

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

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

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

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

c. Every teacher being evaluated in the traditional manner will receive, after having conferred with the observer, and within five school days, but in no event longer than 10 days after the observation, a written report enumerating:

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

d. These observation reports will be made in triplicate and will provide the observed teacher with the opportunity to make written comments thereon regarding those judgments to which s/he takes exception. Within 10 days of receipt, these observation reports will then be signed by the teacher and returned to the evaluator and a copy will be placed in the teacher's permanent file, with a copy supplied to the teacher.

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

f. On the Middle and High School level, at least one observation will be made by the Principal or Assistant Principal.

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

h. Each observer of a tenured teacher being evaluated in the traditional manner will normally remain in the classroom for not less than 30 minutes for the observation.

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

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

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

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

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

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

## **22.03 Observation and Development of Probationary Teachers**

### **a. Formal observations:**

1. It is recommended that there be four 30-45-minute observations of complete lessons.
2. Pre-observation conferences will occur once in the first year of employment and are encouraged for all subsequent observations.

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

**b. Informal observations:**

1. Informal observations may be unscheduled and of five-to-10-minute duration.
2. Verbal communication regarding the observation is encouraged.

**c. Mentoring Program:**

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

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

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

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

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

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

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

#### **22.04 Teacher Reflection**

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

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

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

d. A post-observation conference will be held within five school days of the observation, after which, but between five and 10 days of the observation, the teacher will complete the remainder of the Reflection Form found in the Evaluation Program packet.

e. Within 10 school days of receipt of the Reflection, the observer will sign and/or comment upon it.

#### **22.05 Professional Improvement Plan for Tenured Teachers**

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

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

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

#### **22.06 Job Target**

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

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

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

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

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

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

**22.07 Nurses**

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

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

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

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

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

**ARTICLE XXIII  
AFTER SCHOOL RESPONSIBILITIES**

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

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

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

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

d. All teachers assigned to grades K-12 will provide 60 minutes of extra help per week. Any time in excess of 30 minutes per week will be scheduled at the discretion of

the teacher, provided that students and parents are notified of the available time in a timely manner.

e.1 All K-12 teachers will annually attend up to four evening activities without additional remuneration as determined by the Superintendent or his/her designee. Attendance will not exceed two hours and 30 minutes and will not be for the purpose of chaperoning students.

Each building administration may assign teachers to attend "Open House Night(s)" and/or evening parent conferences. Parent conference requirements for sixth grade teachers will be the same as those for other middle school level teachers. Teachers will make every effort to attend their assigned events. If they are unable to attend, they must promptly submit to their building administration a request to be assigned to an alternate evening activity. The request will not be unreasonably denied. If a teacher is unable to attend an "Open House Night" or parent conference, the building administration may assign an alternate evening activity.

Each building administration will establish a list of available evening events and inform the staff. Teachers will elect, from this list, the remaining evening activities they wish to attend, up to a total of four, making an effort to attend evenings within their tenure area. The fourth evening may not exceed two hours in duration without remuneration.

e.2 Any CTA member required to attend more than four evening events (i.e.; curriculum night, science fair, additional conferences at another school) will be compensated as prescribed in the Agreement for evening events. This will not apply to those already being compensated for attendance at evening events. Staff who volunteer to attend evening events beyond the four mandatory events will not be remunerated for attendance.

e.3 Attendance at evening conferences will count as required evening events. Parents and teachers will be given notice of these dates. All appointments for evening conferences must be pre-arranged. Only those teachers who have appointments for parent conferences will be required to be in attendance during those evenings.

e.4 A Nurse will not be required to attend more than two "open house nights" or similar functions in each school year unless compensated as in 5.01c.

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

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

h. All teachers will be required to annually attend up to 10 hours of staff development. The District will designate two hours of faculty or department meetings that teachers may use to satisfy the staff development requirement. Classes will be offered before or after school. Payment will be made to teachers employed as of February



25, 1999, at the rate indicated in 5.09 of this Agreement. Teachers hired after February 25, 1999 will be required to attend these staff development workshops with no remuneration.

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

i. After the first two weeks of school, staff should be entitled to remuneration for time spent beyond their normal workday for late dismissals resulting from transportation problems. It is therefore agreed that teachers required to remain for up to 10 minutes beyond their normal workday on a given day will not be paid until they have been required to remain for up to 10 minutes three or more times in one month. They will then be paid at the prevailing chaperone rate for one-half hour. The same method of calculating the rate of pay will pertain to the second half-hour. Therefore, if a teacher must remain for 35 minutes on a given day, s/he will be paid at the prevailing rate for the first 30 minutes and not paid for the remaining five minutes unless or until this occurs three times in any month. Volunteers will be sought. If no volunteers are available, the Building Principal may select the required number of staff members to perform the necessary supervision. Professional periods are not to be diminished due to teachers' involvement with students due to late buses.

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

2021-2022	2022-2023
\$35.94	\$36.48

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

23.04 The CTA acknowledges the District's right to limit the use of the District email system for professional purposes only. CTA members are encouraged to use the CTA webpage, [www.CommackTA.org](http://www.CommackTA.org), or CTA member's newsletter for member-to-member advertising purposes.

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

**ARTICLE XXIV  
PERSONNEL RECORDS**

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

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

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

**ARTICLE XXV  
EMPLOYMENT OF SUBSTITUTES**

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

b. If there are known opportunities for long term substitute teaching, preference will be given to those excessed teachers, on a preferred eligibility list who have indicated a willingness to accept these substitute assignments.

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

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

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

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

d. If a substitute nurse position is filled by a person not on recall and the position will be needed for a period of 30 days, the substitute nurse position will be offered to the person or persons on recall in the order of seniority at the end of 30 days or sooner upon

ascertaining that a substitute will be needed for an extended period of time. It is the intention of the parties that extended substitute nurse positions will be offered to persons on recall instead of outside substitutes. If, at the time, an extended substitute nurse's position becomes available, the person or persons on recall are filling another substitute nurse position, the employment will not be a disqualification or bar to the right to transfer to the extended position and the position will be offered on the basis of seniority without regard to substitute employment in the District at the time.

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

**ARTICLE XXVI  
RELIEF FROM NON-TEACHING DUTIES**

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

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

**ARTICLE XXVII  
THE PROFESSIONAL COUNCIL, BUILDING  
COMMITTEES**

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

27.02 The Professional Council will consist of four teachers, four administrators, the Superintendent of Schools or designee and the President of the CTA or designee.

27.03 Each of the four teachers and four administrators will serve on the Professional Council for a period of two years.

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

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

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

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

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

### **ARTICLE XXVIII**

#### **LEAVE ALLOWANCE REGULATIONS**

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

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

### **ARTICLE XXIX**

#### **ATTENDANCE AT PROFESSIONAL CONFERENCES AND CONVENTIONS**

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

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

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

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

### **ARTICLE XXX**

#### **MILEAGE ALLOWANCE**

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

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

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

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

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

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

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

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

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

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

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

\*as permitted by law.

**ARTICLE XXXII  
GRIEVANCE AND ARBITRATION PROCEDURES**

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

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

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

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

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

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

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

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

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

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

32.07 **Grievance** means any claimed violation, misinterpretation, or inequitable applications of the terms of the Agreement.

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

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

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

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

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

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

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

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

#### **32.16 Grievance Procedures**

a. **Informal Stage** - the aggrieved employee or CTA will orally present his/her grievance to his/her immediate supervisor who will orally and informally discuss the grievance with the aggrieved employee or CTA. The grievant must, within 30 school days of the date when the grievant knew or should have known that the alleged grievance occurred, present his/her grievance in writing to his/her immediate supervisor who will verbally and informally discuss the grievance with the aggrieved employee or CTA. The immediate supervisor will render his/her determination to the aggrieved employee or CTA within five school days after the grievance has been presented to him/her. The immediate supervisor will render his/her written determination to the aggrieved employee or CTA within five school days after the grievance has been presented to him/her. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee or CTA may proceed to the intermediate stage or formal stage as the case may be.

b. **Intermediate Stage** - within five school days after a determination has been made at the preceding stage, the aggrieved employee or CTA may in writing present his/her grievance to the intermediate supervisor to whom his/her immediate supervisor is immediately responsible, if applicable, who will discuss the grievance with the aggrieved employee or CTA. The intermediate supervisor will render his/her determination to the aggrieved employee or CTA within five school days after the grievance has been presented to him/her. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee or CTA may proceed to the formal stage.

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

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

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

4. The Chief Administrator or his/her designee will render his/her determination within 10 school days after the written statements pursuant to paragraph 2 have been presented to him/her.

### **32.17 Binding Arbitration Procedure**

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

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

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



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

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

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

### **ARTICLE XXXIII**

#### **OCCUPATIONAL SAFETY AND HEALTH STANDARDS**

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

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

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

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

### **ARTICLE XXXIV**

#### **ENTIRETY OF AGREEMENT**

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

34.02 Notwithstanding, the Board reserves the right to institute and implement new policies, regulations, by-laws, and administrative practices that may impinge upon the terms and conditions of employment. However, any act by the Board to the extent that it negatively impinges upon the terms and conditions of employment, can become the basis for a grievance. If a grievance arises, the final resolution of that grievance will become a part of this Agreement but only to the extent that the final resolution is applicable to similar cases. Grievances that arise out of the institution or implementation of new

policies should be limited to the substance of the policy and not the procedure by which the policy was drawn.

34.03 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor will not become affective until the appropriate legislative body has given approval.

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

**ARTICLE XXXV  
FUTURE NEGOTIATIONS**

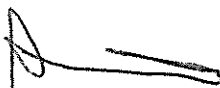
35.01 No later than January 1, 2023, the parties will enter into negotiations for a successor Agreement and will continue in negotiations until full and complete agreement will have been reached.

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

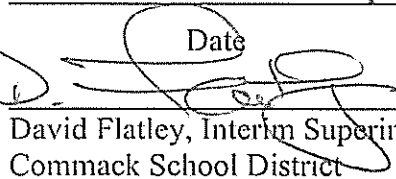
**ARTICLE XXXVI  
DURATION OF THE AGREEMENT**

36.01 The Agreement will be effective for the period July 1, 2021 through June 30, 2023.

For the Commack Board of Education

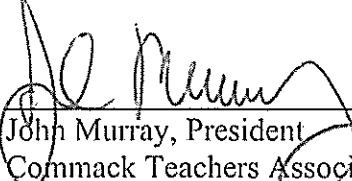
  
\_\_\_\_\_  
Steve Hartman, President  
Commack Board of Education

6/11/2022

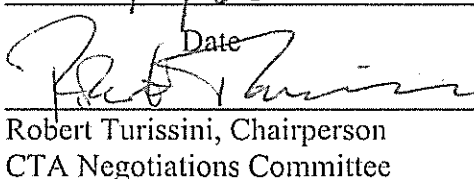
Date  
  
\_\_\_\_\_  
David Flatley, Interim Superintendent  
Commack School District

6.3.22  
\_\_\_\_\_  
Date

For the Commack Teachers Association

  
\_\_\_\_\_  
John Murray, President  
Commack Teachers Association

5/11/22

Date  
  
\_\_\_\_\_  
Robert Turissini, Chairperson  
CTA Negotiations Committee

5/11/22  
\_\_\_\_\_  
Date

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

**APPENDIX A-1**  
**2021-2022 SALARY SCHEDULE FOR TEACHERS**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>Ph.D</b>
1	\$52,872	\$63,706	\$68,159	\$0	\$72,433	\$74,151
2	\$54,459	\$65,618	\$70,205	\$0	\$74,607	\$76,376
3	\$56,092	\$68,221	\$72,991	\$0	\$76,845	\$78,667
4	\$57,775	\$70,268	\$74,480	\$0	\$79,150	\$81,027
5	\$59,508	\$72,376	\$76,715	\$0	\$81,525	\$84,242
6	\$61,294	\$73,852	\$79,016	\$0	\$83,971	\$86,769
7	\$63,133	\$76,068	\$82,151	\$0	\$86,489	\$88,540
8	\$65,026	\$79,088	\$83,828	\$0	\$89,085	\$91,197
9	\$66,977	\$80,701	\$86,343	\$0	\$91,757	\$93,932
10	\$68,987	\$83,122	\$88,933	\$0	\$94,510	\$96,751
11	\$71,056	\$85,615	\$91,601	\$0	\$98,247	\$99,653
12	\$72,832	\$87,756	\$93,891	\$0	\$99,779	\$102,145
13	\$74,653	\$89,950	\$96,238	\$0	\$102,272	\$105,169
14	\$76,520	\$92,199	\$98,644	\$0	\$105,301	\$107,316
15	\$78,433	\$94,504	\$101,110	\$0	\$107,450	\$109,999
16	\$80,393	\$96,867	\$103,639	\$0	\$110,137	\$112,748
17	\$82,404	\$99,288	\$106,117	\$0	\$112,890	\$115,567
18	\$84,463	\$102,228	\$108,885	\$0	\$115,712	\$118,457
19	\$86,575	\$104,981	\$111,607	\$0	\$118,605	\$121,417
20	\$88,739	\$106,922	\$114,398	\$0	\$121,571	\$125,012
21	\$90,958	\$109,596	\$117,258	\$0	\$124,610	\$127,564
22	\$93,232	\$112,335	\$120,188	\$0	\$127,725	\$130,753
23	\$95,562	\$115,144	\$123,194	\$0	\$130,918	\$134,023
24	\$97,952	\$118,022	\$126,273	\$0	\$134,191	\$137,373
25	\$100,401	\$120,973	\$129,430	\$0	\$137,546	\$140,807
26	\$102,911	\$123,996	\$132,666	\$0	\$140,985	\$144,327
27	\$105,483	\$127,097	\$135,983	\$0	\$144,509	\$147,935
28	\$108,121	\$130,274	\$139,382	\$0	\$148,122	\$151,634
29	\$110,824	\$133,531	\$142,866	\$148,500	\$151,825	\$155,425
30	\$113,594	\$136,870	\$146,438	\$152,201	\$155,620	\$159,310

**APPENDIX A-1 a.****2021-2022 LABORATORY ASSISTANT'S SCHEDULE**

<b>STEP</b>	<b>BA</b>	<b>2-YEAR COLLEGE</b>
1	\$51,582	\$42,301
2	\$53,676	\$46,005
3	\$55,769	\$48,096
4	\$58,819	\$51,152
5	\$60,908	\$53,241
6	\$64,053	\$56,383

**APPENDIX A-2**  
**2022-2023 SALARY SCHEDULE FOR TEACHERS**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>Ph.D</b>
1	\$53,665	\$64,662	\$69,181	\$0	\$73,519	\$75,263
2	\$55,276	\$66,602	\$71,258	\$0	\$75,726	\$75,522
3	\$56,933	\$69,244	\$74,086	\$0	\$77,998	\$79,847
4	\$58,642	\$71,322	\$75,597	\$0	\$80,337	\$82,242
5	\$60,041	\$73,462	\$77,866	\$0	\$82,748	\$85,506
6	\$62,213	\$74,960	\$80,201	\$0	\$85,231	\$88,071
7	\$64,080	\$77,209	\$83,383	\$0	\$87,786	\$89,868
8	\$66,001	\$80,274	\$85,085	\$0	\$90,421	\$92,565
9	\$67,982	\$81,912	\$87,638	\$0	\$93,133	\$95,341
10	\$70,022	\$84,369	\$90,267	\$0	\$95,928	\$98,202
11	\$72,122	\$86,899	\$92,875	\$0	\$99,721	\$101,148
12	\$73,924	\$89,072	\$95,299	\$0	\$101,276	\$103,677
13	\$75,773	\$91,299	\$97,682	\$0	\$103,806	\$106,747
14	\$77,668	\$93,582	\$100,124	\$0	\$106,881	\$108,926
15	\$79,609	\$95,922	\$102,627	\$0	\$109,062	\$111,649
16	\$81,599	\$98,320	\$105,194	\$0	\$111,789	\$114,439
17	\$83,640	\$100,777	\$107,709	\$0	\$114,583	\$117,301
18	\$85,730	\$103,761	\$110,518	\$0	\$117,448	\$120,234
19	\$87,874	\$106,556	\$113,281	\$0	\$120,384	\$123,238
20	\$90,070	\$108,526	\$116,114	\$0	\$123,395	\$126,887
21	\$92,322	\$111,240	\$119,017	\$0	\$126,479	\$129,477
22	\$94,630	\$114,020	\$121,991	\$0	\$129,641	\$132,714
23	\$96,995	\$116,871	\$125,042	\$0	\$132,882	\$136,033
24	\$99,421	\$119,792	\$128,167	\$0	\$136,204	\$139,434
25	\$101,907	\$112,788	\$131,371	\$0	\$139,609	\$142,919
26	\$104,455	\$125,856	\$134,656	\$0	\$143,100	\$146,492
27	\$107,065	\$129,003	\$138,023	\$0	\$146,677	\$150,154
28	\$109,743	\$132,228	\$141,473	\$0	\$150,344	\$153,909
29	\$112,486	\$135,534	\$145,009	\$150,728	\$154,102	\$157,756
30	\$115,298	\$138,923	\$148,635	\$154,484	\$157,954	\$161,700

**APPENDIX A-2 a.****2022-2023 LABORATORY ASSISTANT'S SCHEDULE**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>2-YEAR COLLEGE</u></b>
1	\$42,936	\$52,356
2	\$46,695	\$54,481
3	\$48,817	\$56,606
4	\$51,919	\$59,701
5	\$54,040	\$61,822
6	\$57,229	\$65,014

**APPENDIX B**  
**SALARY FEATURES**

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

**2021-2022:** 1.5% plus step movement

**2022-2023:** 1.5% plus step movement

The wage increases listed above have been included in the salary schedules printed as A-1 through A-2. The salary schedule A-2 will remain in effect until modified by mutual agreement.

All additions listed above have been included in the salary schedules printed as A-1 – A-2.

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

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

b. Internet or correspondence course credits for salary movement will be limited to a maximum of 12 credits for any column movement. This Agreement recognizes that members of the CTA who have previously received Superintendent’s approval for more than 12 credits may use the excess toward their next column movement.

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

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

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

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

3. Normally in-service credits will be credited toward placement on a salary guide only when earned while a teacher is employed within the District and only for courses approved by the Board of Education. Application for approval of credit to be applied to placement on the salary guide must have prior approval of the Superintendent.

4. In-service courses may be offered by the District for a stipend payment. Courses will be offered other than during normal school hours. Only tenured teachers at maximum (MA+60 or Ph.D.) on the salary schedule will be eligible for this stipend option. Courses designated by the District as being offered for stipend payment or salary credits must be advertised as this by the District. The stipend payment upon successful completion of the course will be as follows:

2021-2022	2022-2023
\$419.63	\$425.92

Teachers must not receive any other compensation for taking the course.

5. All column changes achieved during the period of September 1 through August 31 will be applied toward proper column placement as of September 1 of the following school year as long as all coursework is completed by August 31 and the Salary Increment Form is received in the Personnel Office by August 31.

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

MA+45

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

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

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

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



10. Where a teacher has completed more than 130 units in obtaining a Bachelor's degree, credits earned above 130 units will be counted the same as units earned after the degree has been granted at the time that the teacher is permanently certified. No more than 15 units in excess of 130 earned undergraduate credits may be applied in this manner.
11. When a teacher has completed two advanced degrees on the same level, either degree, regardless of which was earned first, may be recognized and the credits taken in completing the second degree will be counted as units beyond that level.
12. Teachers hired without permanent certification will be required to meet the State minimum in preparation for certification for continuation of probationary status.
13. The Board of Education, upon recommendation of the Superintendent of Schools, may withhold increments, or hold any teacher on step, or both, within the provisions of the laws of the State of New York, or within the decision of any other New York State administrative agency. The Board will give the teacher affected adequate notice and provide for a hearing, if requested, with representation, if so desired.
14. Psychologists will receive an additional \$750 each year, as per past practice.
15. A longevity payment of \$2,500 will be given to all full-time teachers on salary columns MA+30, MA+45, MA+60, and Ph.D. who have completed 23 years of full-time credited service in the District.

A longevity payment of \$2,500 will be given to all full-time teachers on salary columns MA+30, MA+45, MA+60, and Ph.D. who have completed 25 years of full-time credited service in the District.

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

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

18. Nurses' Longevity Differential Clause:

Longevity differentials will be as follows:

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

19. Teachers and psychologists who first achieve or renew their National Board Certification will receive a yearly stipend of \$1500. This stipend will continue at this rate for 10 years for teachers and three years for psychologists or until re-certification is

required by the National Board. This stipend will be paid in two equal payments on the first payroll in September and the first payroll in the following February.

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

21. Any unit member who is first employed as a full-time teacher on or after July 1, 1996 will receive an annual career stipend of \$1,000, to be paid as part of his/her regular salary, upon completing 10 years of credited, full-time, uninterrupted District service as a teacher. Any unpaid absence of 30 school days or less will not constitute an interruption in District service. Any unpaid absence of more than 30 school days will constitute an interruption in District service and will result in the loss of all time accrued toward eligibility for the career stipend. Upon the teacher's return to the District's payroll, he/she will begin to re-accrue time toward eligibility for the career stipend. Notwithstanding any contrary provision in this paragraph, any unit member who received the career stipend on or before July 11, 2017 will continue to be eligible for same. This paragraph only applies to teachers (*i.e.*, employees who are paid a base salary based upon the salary schedule for teachers).

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

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

**APPENDIX C 1**  
**GROUP INSURANCE**

**1. NON-CONTRIBUTORY LIFE INSURANCE PLAN SUMMARY**

**All Members**

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

**APPENDIX C 2**  
**DISABILITY INSURANCE**

**2. NON-CONTRIBUTORY - LONG TERM DISABILITY PLAN SUMMARY  
INSURANCE SCHEDULE**

Monthly Benefit\* Amount

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

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

WAITING PERIOD 90 Calendar Days

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

**DEFINITION OF ELIGIBLE EMPLOYEES**

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

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

**APPENDIX D**  
**INTERSCHOLASTIC ATHLETIC**  
**COACHING PLACEMENT RATIONALE**

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

**2021-2022:** Each step on the salary schedule will be increased by 1.5%.

**2022-2023:** Each step on the salary schedule will be increased by 1.5%.

2. For purposes of placement on coaching schedules:

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

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

3. Post Season

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

h. Unforeseen problems that may occur will be reviewed by the Director of Athletics, Physical Education & Recreation, and a CTA representative on a case-by-case basis.

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

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

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

6. Appendix D1-D5 will reflect computed coaching schedules for the years of the Agreement.

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

2021-2022	2022-2023
\$36.23	\$36.77

8. Dual Coaching Assignments

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

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

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

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

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

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

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

	<b>2021-2022</b>	<b>2022-2023</b>
Badminton	\$7,536	\$7,649
Badminton Assistant	\$6,028	\$6,118
Badminton Head	N/A	N/A
Baseball	\$9,488	\$9,360
Baseball Assistant	\$8,527	\$8,655
Basketball	\$10,658	\$10,818
Basketball Assistant	\$8,527	\$8,655
Bowling	\$7,336	\$7,446
Cheerleading	\$11,393	\$11,564
Cheerleading Assistant	\$9,115	\$9,252
Cross Country	\$8,237	\$8,361
Cross Country Assistant	\$6,590	\$6,689
Dance/Kick/Pom	\$11,013	\$11,178
Dance/Kick/Pom Assistant	\$8,810	\$8,942
Fencing	\$8,493	\$8,620
Fencing Assistant	\$6,568	\$6,667
Field Hockey	\$8,891	\$9,024
Field Hockey Assistant	\$7,111	\$7,218
Football	\$11,245	\$11,414
Football Assistant	\$9,167	\$9,305
Golf, Boys	\$6,866	\$6,969
Golf, Girls	\$7,336	\$7,446
Gymnastics	\$8,821	\$8,953
Gymnastics Assistant	\$6,477	\$6,574
Lacrosse	\$9,488	\$9,630
Lacrosse Assistant	\$7,590	\$7,704
Soccer	\$8,891	\$9,024
Soccer Assistant	\$7,363	\$7,473
Softball	\$9,488	\$9,630
Softball Assistant	\$7,590	\$7,704
Swimming	\$8,821	\$8,953
Tennis, Boys	\$9,205	\$9,343
Tennis, Girls	\$8,187	\$8,310
Track	\$9,121	\$9,258
Track Assistant	\$7,255	\$7,364

3/28/22

Volleyball	\$8,891	\$9,024
Winter Track	\$9,156	\$9,293
Winter Track Asst	\$7,293	\$7,402
Wrestling	\$10,658	\$10,818
Wrestling Asst	\$8,527	\$8,655



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

	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>
Baseball	\$7,344	\$7,454
Basketball	\$7,950	\$8,069
Cheerleading	\$9,117	\$9,254
Dance/Kick/Pom	\$9,117	\$9,254
Dance Line /Kick Assistant	\$7,293	\$7,402
Field Hockey	\$6,759	\$6,860
Football	\$8,974	\$9,109
Football Assistant	\$8,311	\$8,436
Football Head	N/A	N/A
Golf	\$5,624	\$5,708
Lacrosse	\$7,345	\$7,455
Lacrosse Assistant	\$7,066	\$7,172
Soccer	\$6,758	\$6,859
Softball	\$7,345	\$7,455
Tennis, Boys	\$7,085	\$7,191
Tennis, Girls	\$6,148	\$6,240
Volleyball	\$6,758	\$6,859
Wrestling	\$7,950	\$8,069

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

	<u>2021-2022</u>	<u>2022-2023</u>
Baseball	\$6,086	\$6,177
Basketball	\$6,716	\$6,817
Cheerleading	\$6,506	\$6,604
Cross Country	\$6,086	\$6,177
Cross Country Asst.	\$4,868	\$4,941
Dance/Kick	\$9,145	\$9,282
Field Hockey	\$6,086	\$6,177
Football	\$6,639	\$6,739
Football Assistant	\$6,086	\$6,177
Gymnastics, Boys	\$6,716	\$6,817
Gymnastics, Girls	\$6,639	\$6,739
Gym Asst., Girls	\$6,086	\$6,177
Lacrosse	\$6,086	\$6,177
Lacrosse Asst.	\$5,476	\$5,558
Soccer	\$6,086	\$6,117
Softball	\$6,086	\$6,117
Tennis	\$6,086	\$6,117
Tennis Asst.	\$5,476	\$5,558
Track	\$6,639	\$6,739
Track Asst.	\$6,086	\$6,117
Volleyball	\$6,716	\$6,817
Wrestling	\$7,302	\$7,412
Wrestling Asst.	\$6,716	\$6,817

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

	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>
Baseball	\$6,398	\$6,494
Basketball	\$7,379	\$7,490
Cheerleading	\$8,356	\$8,481
Football	\$8,056	\$8,177
Football Assistant	\$7,408	\$7,519
Lacrosse	\$6,398	\$6,494
Soccer	\$6,398	\$6,494
Softball	\$6,398	\$6,494
Football JV9	N/A	N/A

**APPENDIX D-5**  
**INTRAMURAL SALARY SCHEDULES**

<b><u>Step</u></b>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>
1	\$40.78	\$41.39
2	\$42.87	\$43.51
3	\$52.29	\$53.07

### APPENDIX E-1 – EXTRACURRICULAR

The value of one scale unit for co-curricular compensation is \$1,098.05 per scale unit for the 2021-2022 school year and \$1,114.52 for the 2022-2023 school year.

<b>High School Positions</b>	<b>Scale Units</b>
Peer Leadership Advisor	8.96
Auditorium Monitor	7
Student Government Advisors (2)	6
Marching Band	5.5
CSIP Coordinator	5
MAAP Coordinator	5
Musical Production Director	5
Newspaper Advisor	5
Yearbook	5
AV Coordinator	4.5
Drama Production Director	4
Senior Class Advisor (2)	4
Webmaster	4
Bookstore Advisor	3
Boys Leaders Corps	3
Girls Leaders Corps	3
ICA Chamber Choir	3
ICA Chamber Orchestra	3
ICA Jazz Ensemble	3
ICA Jazz Messengers'	3
ICA Stage Band	3
ICA Vocal Jazz Ensemble	3
ICA Wind Ensemble	3
ICA Women's Choir	3
Junior Class Advisor (2)	3
Marching Band Assistant	3
Musical Production Assistant (2)	3
Pit Orchestra Director	3
Literary Productions Grades 10 & 12	2.5
Set Construction Drama	2.5
Set Construction Musical	2.5
Artistic Set Designer Drama	2
Artistic Set Designer Musical	2
Assembly/Graduation	2
Athletes Helping Athletes	2
Director of Productions	2

In the Spotlight	2
National Honor Society	2
PLAN Advisor	2
Sophomore Class Advisor (2)	2
9th Grade Literary Magazine	1.5
Chess Club	1.5
Computer Science Club	1.5
Debate Team	1.5
English Honor Society	1.5
Freshman Class Advisor (2)	1.5
Future Business Leaders of America	1.5
Future Educators Rising	1.5
Future Health Care Professionals	1.5
ICA Men's Ensemble (2)	1.5
Math Team Grade 9	1.5
Math Team Grade 10-12	1.5
Mock Trial Team	1.5
National Art Honor Society	1.5
National Math Honor Society	1.5
NYS Business & Marketing Honor Society	1.5
NYS Social Studies Honor Society	1.5
Orchestra Assistant	1.5
Science Honor Society	1.5
Senior Project Advisor	1.5
Technology Honor Society	1.5
Tri-M Music Honor Society	1.5
Best Buddies (2)	1.25
A World of Difference Club	1
Brainstormers Advisors	1
District Accompanist	1
Federal Challenge Advisor	1
The Human Rights Club	1
IB CAS Coordinator (2)	1
IB Essay Coordinator	1
International Culture Society	1
Model Congress	1
Model UN Advisor	1
The Multimedia Club	1
National French Honor Society	1
National German Honor Society	1
National Italian Honor Society	1
National Spanish Honor Society	1
Open House/Freshman Orientation Coordinator	1
Pay It Forward	1

Refreshment Stand at Events Coordinator (2)	1
Science Fiction Magazine	1
Senior Awards Coordinator	1
Special Friends	1
Special Olympics	1
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Astronomy	0.75
The Garden Club	0.75
Gay/Straight Alliance	0.75
Grandfriends Club	0.75
Greenhouse Club	0.75
The Habitat for Humanity Club	0.75
Literary Club	0.75
SADD Advisor	0.75
Science Quiz Bowl	0.75
Students Against Drug Abuse Club	0.75
Technology Club	0.75
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American Sign Language Club	0.5
Art Club	0.5
Bible Club	0.5
Commack Day Coordinator	0.5
Environment Club	0.5
Fashion Club	0.5
Future American String Teachers' Association	0.5
Glamour Girls	0.5
Hebrew Club	0.5
International Thespian Society	0.5
Latin Honor Society	0.5
Math Magazine	0.5
Musical Choreographer	0.5
National Thespian Troupe Association	0.5
Photography Club	0.5
Robotics Club	0.5
Science Fair Advisor	0.5
Science Olympiad (4)	0.5 each
Simpson Club	0.5
Students for Animals	0.5
Student Mediation	0.5
Young Democrats Club	0.5
Yodel Kadodel Club (2)	0.5
Young Republicans Club	0.5
<hr/>	
NY Math League	0.3

<b>Middle School Positions</b>	<b>Scale Units</b>
Student Government Advisor	5
Digital Media Club	4
Lego Robotics Club	4
Webmaster	4
Musical Variety Show	3.5
Student Government Assistant (3)	3.5
Auditorium/Stage Manager	3
Festival of the Arts Coordinator	3
Yearbook Advisor	3
Musical Director	2.5
AV Coordinator	2
End of Year Celebrations Coordinator	2
Fitness Club	2
International Cooking Club	2
MS Jazz Band	2
MS Select Band	2
MS Select Choir	2
MS Select Orchestra	2
MS Stage Band	2
MS Women's Choir	2
Newspaper Advisor	2
School Store Advisor	2
Science Olympiad Club	2
Science Research Club	2
Starbooks	2
7th Grade Math Team	1.5
8th Grade Math Team	1.5
Boys Leaders Corps.	1.5
Girls Leaders Corps.	1.5
Literary Magazine	1.5
Set Designer	1.5
Best Buddies (2)	1.25
The Fan Club	1.25
Assembly Program Coordinator	1
Choreographer	1
Flip-It!	1
Math Olympiad	1
MS Art Service Club	1
MS Tri-M Honor Society	1
Musical Set Director	1
National Junior Honor Society	1



So You Think You Can Dance? Club	1
Yoga/Pilates Club	1
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24 Math Club	0.75
Airplane Club	0.75
Club Europa	0.75
CMS Unplugged	0.75
Computer Club	0.75
Cooking Club	0.75
Ecology Club	0.75
Electronics Club	0.75
Everyday Science Club	0.75
FACS Club	0.75
Fashion Design Club	0.75
French Club	0.75
Future Teachers of America	0.75
Geography Club	0.75
German Club	0.75
Guitar Ensemble Club	0.75
History Club	0.75
Italian Club	0.75
Jewelry-Making Club	0.75
Kaleidoscope Club	0.75
Lego Club	0.75
Math Counts Advisor	0.75
Moot Court/Debate Team	0.75
Music Accompanist	0.75
Outdoor Club	0.75
Photography/Videography Film Club	0.75
The Political Activism Club	0.75
Rocket Club (2)	0.75
Science Competition Advisor	0.75
Science Quiz Bowl	0.75
Scrabble Club	0.75
Spanish Club	0.75
Stock Market/Business Club	0.75
Students Against Destructive Decisions (SADD)	0.75
Theater Club	0.75
Weather Club	0.75
Woodworking Club	0.75
Writer's Block Club	0.75
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Cause Four Paws	0.5
Chess Club	0.5
Pay It Forward (2)	0.5 each
Scrapbook Club (2)	0.5 each

<b>Intermediate Level Positions</b>	<b>Scale Units</b>
Student Council Advisor	3.5
Cultural Arts	3
Intermediate School Webmaster	3
Community Presentation Assistant	2
Community Presentation Co-Music Directors	2
Community Presentation Coordinator	2
Student Council Assistant (2)	2
Art Club	1.5
District Elementary Band	1.5
District Elementary Choir	1.5
District Elementary Orchestra	1.5
Student Council Co-Advisors	1.5
Arts & Craft Club	1
ASL for Intermediate School Students	1
Board Game	1
Chamber Orchestra, Burr and Sawmill	1 each
Community Presentation Co-Coordinators	1
Continental Math Grade 4 (2)	1
Continental Math Grade 5 (2)	1
Dabble in Scrabble	1
Drama Club	1
Go Green	1
Intermediate School Webmaster	1
Jazz Ensemble	1
Math/Science League (2)	1
National Science League	1
Science Olympiads	1
Select Choir, Burr and Sawmill	1 each
Technology/Media Club (2)	1
Wind Ensemble, Burr and Sawmill	1 each
Word Masters Grade 4	1
Continental Math Grade 3 (2)	0.75
Book Club	0.5
Literary Club	0.5

<b>Primary Level Positions</b>	<b>Scale Units</b>
Primary School Webmaster	2

**APPENDIX E-2****TIME ALLOWANCES FOR SUPERVISION OF  
EXTRACURRICULAR ACTIVITIES****1. Four teaching assignment maximum**

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

**2. Release from building duty assignment for full year**

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

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

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

**4. Release from homeroom assignment**

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

**5. No additional Professional Period Responsibilities**

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

**APPENDIX E-3**  
**CHAPERONES**

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

	2021-2022	2022-2023
After School	\$31.53	\$32.00
Evening/Weekend	\$42.05	\$42.68
Overnight	\$231.27	\$234.74

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

2021-2022	2022-2023
\$180.38	\$183.09

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

d. Driver's Education will be paid at the following rates:

	2021-2022	2022-2023
Per Hour	\$62.43	\$63.37
Per 90 Minutes	\$93.65	\$95.05

These rates will be indexed and will increase at the same rate as all other chaperoning rates listed in the Agreement.

**APPENDIX E-4**  
**SUMMER BAND CAMP**

	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>
Instructor Rate	\$292.42	\$296.81
Chaperones	\$146.22	\$148.41
Coor. 6-day	\$1,023.56	\$1,038.91
Coor. 5-day	\$877.35	\$890.51

**APPENDIX F-1**  
**LEAVE ALLOWANCE REGULATIONS**

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

A.	Special Conditions	Entitlement	Deduction	Entitlement Exceeded or Absence not Approved
8.	<p>Graduation of Husband, Wife, or Children:</p> <p>Approved only for actual day of graduation, if the exercise takes place during regular working hours. Notify immediate superior in writing in advance</p>	One day per year per graduation	Same as above	Same as above
9.	<p>Jury Duty:</p> <p>Notice of Jury Duty must be submitted to Building Principal</p>	Number of days required	Jury fee deducted from regular salary on per diem basis	Not applicable
10	<p>Court Appearance:</p> <p>Notify immediate superior in writing in advance</p> <p>a) if school district is involved and employee is a party of witness on behalf of the District to the action</p> <p>or</p> <p>b) if employee is involved as a plaintiff, defendant, witness in an action not involving the school District</p>	<p>a) number of days necessary</p> <p>b) number of days necessary</p>	<p>No deduction from accumulated allowance for (a) preceding</p> <p>Number of days absent deducted from accumulated allowance with deductions from salary equal to witness fees for (b) preceding</p>	<p>Not applicable</p> <p>1/200<sup>th</sup> of yearly salary each day of absence</p>
11	<p>Closing Title to Home:</p> <p>Approved if closing title to home must take place during working hours</p>	One day	Deducted from accumulated allowance	Same as above

A.	Special Conditions	Entitlement	Deduction	Entitlement Exceeded or Absence not Approved
12	<p>Illness in immediate family, relations or substitute parent, as defined:</p> <p>a) Immediate Family is defined as spouse, children, employee's mother, father, sister or brother</p> <p>b) Relation is defined as grandparents, mother/father-in-law</p> <p>c) Substitute parent applies when the employee has lived with this person for at least twelve consecutive months</p> <p>A physician's statement will be required if the employee's presence was required and his/her absence exceeds the number of days allowed due to illness in immediate family, substitute parent or due to relation's illness</p>	<p>a), b) and c) Time off may be granted for a reasonable time at the discretion of the Superintendent of Schools</p>	<p>Deducted from accumulated allowance</p> <p>Deducted from accumulated allowance</p> <p>Deducted from accumulated allowance</p>	<p>Same as above</p> <p>Same as above</p> <p>Same as above</p>
13	<p>Death in Immediate Family or Relations as defined:</p> <p>Defined same as a, b, and c, immediately proceeding with the addition of items d and c</p>	<p>a) Immediate Family – Maximum up to five days per death</p> <p>b) Relations – Maximum up to five days per death</p> <p>c) Substitute Parent – Maximum up to five days per death</p> <p>d) Brothers-in-law, sisters-in-law – one day per death</p> <p>e) Aunts, Uncles – Maximum – one day per death</p> <p>f) Non-family – one day to attend funeral.</p>	<p>No deduction</p> <p>No deduction</p> <p>No deduction</p>	<p>Same as above</p> <p>Must notify immediate superior in writing in advance and may be required to submit proof of attendance</p>



A.	Special Conditions	Entitlement	Deduction	Entitlement Exceeded or Absence not Approved
14	Personal Reasons	Maximum number of days per year – four days. Personal days may not be utilized on days immediately preceding or following vacation or holiday periods of two or more days duration except upon approval of the Superintendent or his designee. A unit member may consecutively use up to two personal days. No more than two personal days may be used per week.	Deducted from allowance	Same as above
15	<b>Professional Visitation:</b> <b>Meeting Outside School District</b> Request approval in writing in advance Approval must be granted by the Building Principal and the Superintendent of Schools	Confined to area of subject employment. No deductions or specialty	No deductions	Not applicable
16	<b>Religious Holidays</b> Only days generally accepted by religious faith involved as days that should be observed by staying away from work. Notify Building Principal in writing in advance	Maximum number of appropriate days per year	Deducted from accumulated allowance	Same as above
17	<b>Exchange Teaching. Scholarships, etc.</b> Application in writing to the Superintendent of Schools and Board of Education with at least 60 days' notice. Application must have served in District at least three years, or less at the discretion of the Board.	At the discretion of school board	No deduction	Without pay

A.	Special Conditions	Entitlement	Deduction	Entitlement Exceeded or Absence not Approved
18	Personal/Family Leave	<p>Teacher notifies Superintendent of Schools if foreseeable, at least 30 days prior to the date when the leave is to begin, with a copy to the Building Principal</p> <p>A personal leave will be given at the discretion of the Board of Education. Normally, all personal leaves will be one year in duration. A family leave can be up to one year in duration. Teachers will be granted one year's leave of absence without pay, renewable for one additional year upon application to the Superintendent of Schools and approval of the Board of Education. If the teacher plans to return, written notice will be given to the Superintendent of Schools not later than 90 days prior to the expiration of the leave of absence. This article will comply with all applicable federal and state law.</p>		
19	Military Leave	Pursuant to Military Law	No deduction	Pursuant to Military Law
20	<p>School Function: Approved to attend CSE meeting, Parent/Teacher conference, or other school function that must take place during regular working hours. Must notify immediate superior in writing in advance</p>	One day	Deducted from annual allowance	Not applicable

A.	Special Conditions	Entitlement	Deduction	Entitlement Exceeded or Absence not Approved
21	<p>Special Conditions</p> <p>Continuous illness or disability prohibiting duty beyond accumulated allowance. Request in writing supported by M.D. Certificate indicating probable date of return to duty. Medical Examination performed by school physicians if required by Superintendent of Schools</p>	<p>Commencing second year of employment 30 days (or more at the discretion of the Board of Education) reserve allowance is credited for use in case of special conditions. Employee will replace number of days used from reserve allowance in following manner. At end of each school year, the number of days remaining in regular entitlement will not accumulate, but will be used to replace reserve days formerly used. If employee resigns before all days have been replaced, employee will have deducted from final pay, sum equal to pay for days not replaced at rate of 1/200<sup>th</sup> of annual salary at time reserve was used x number of days. If employee leaves district after receiving final pay, he /she is required to reimburse District at same rate as defined above. The Board in its discretion may waive the requirement of repayment of sick days. At the beginning of each school year, three days will be deducted from the employee's regular entitlement. The number of days deducted will be prorated for part-time unit members.</p>	<p>No deduction to extent of reserve allowance available</p>	<p>See special provisions under entitlement</p>
B.	<p><b>Workers' Compensation</b></p> <p>Whenever a bargaining unit member is absent and unable to perform his/her duties as a result of a personal injury sustained during the course of his/her employment, he or she will be entitled to a leave bank reimbursement of all lost days to a maximum of 30 per accident/injury providing the Workers' Compensation Board deem it a valid case.</p>			
C.	<p>An annual summary of unused sick time will be provided to each nurse, in writing.</p>			

**APPENDIX F-2**  
**RETIREMENT AND TERMINATION LEAVE**  
**AND ALLOWANCES**

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

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

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

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

At the same time that the District notifies a unit member of excessing, the District will also notify the unit member in writing that he/she has the option of converting his/her accumulated sick leave (as per Section #1 above). If event the unit member elects in writing to convert his/her accumulated sick days, payment will be made pursuant to Appendix F-3.

If the unit member declines, in writing, to convert his/her accumulated sick days, these days will remain in the unit member's sick leave bank for a period of two years at the rate at the time of excessing. Two years after an individual has been excessed, and if not recalled by the District, following written notice by the District, the individual will be required to convert his/her accumulated sick days pursuant to Appendix F-3. Written notice will be made to the individual's last known address which the individual will be required to notify the District of any changes to. It is understood that excluded from the two years is any time in which an individual on the recall list serves as a leave replacement for which sick days are provided.

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

6. The benefit specified in F-2.1 will apply to any unit member who resigns after 20 years of service in the District.

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

8. A teacher assistant who is hired after July 1, 2008 and who subsequently is appointed as a probationary teacher will have any accrued sick leave converted at a rate

of 2:1 to their new accumulation as a teacher (e.g., 20 accumulated TA leave days will become 10 teacher days). All teacher assistants employed by the District before this date and who at some future time are appointed as probationary teachers, may transfer all days accumulated as a TA to their teacher accumulation at the rate of 1:1.

9. Sick days that are accumulated beyond 200 days will be converted in the year they are accumulated at a rate of 1:3. Teachers who go below 200 days would be allowed to re-accumulate to 200 days. The payout on accumulated sick days will be deposited in the members' 403b account as a mandatory employer contribution within the limits prescribed by the IRS regulations.

B. 1. The Board will provide for registered nurses a retirement plan in accordance with the New York State Employees Retirement System.

2. The Board agrees to provide Nurses with the death benefits as provided for in Section 60-B of the New York Retirement and Social Security Law.

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

**APPENDIX F-3****EMPLOYER'S NON-ELECTIVE 403B CONTRIBUTION**

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

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

For all members in the New York State Teachers' Retirement System ("TRS") and New York State Employees' Retirement System ("ERS"), the Employer will first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, the excess will be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution will not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four years after the year of the Employee's employment severance, until the Employer Non-elective Contribution is fully deposited in to the Employee's 403(b) account. In no case will the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Service*.

3. **403(b) Accounts** Employer contributions will be deposited into the 403(b) account selected by employee to receive Employer contributions, provided that the account will accept Employer Non-elective Contributions and completes the appropriate hold harmless agreement provided by the Employer. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer will deposit contributions, in the name of the employee into the endorsed 403(b) program.
4. This Memorandum of Agreement will be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then this portion will not be deemed valid and subsisting, but all other portions will continue in full force and effect. As to those portions declared contrary to law, the Association and Employer will promptly meet and alter those portions in order to provide the same

- or similar benefit(s) that conform, as closest as possible, to the original intent of the parties.
5. This Memorandum of Agreement will further be subject to the approval of the 403(b) Provider, which will review the Memorandum of Agreement solely as a matter of form and as the provider of investment products designated to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company (“ILIAC”) agrees to provide the Employer with ILIAC’s standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
  6. The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant’s Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information will be the responsibility of the Employer.
  7. **Employer Non-elective Contribution Equal to Termination Pay.** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the State sponsored retirement system. The amount of Employer’s contribution for each eligible employee will equal the value to each employee’s accumulated leave days, determined in accordance with Appendix G-2 of the Collective Bargaining Agreement. The Employer will make the maximum contribution permitted under Section 415(c)(1) of the *Internal Revenue Code of 1986*, as amended, for the year in which the employee severs employment. The Employer will deposit the contribution no later than 15 business days following the employee’s severance date.

**APPENDIX G**  
**LOCAL MILEAGE**

Reimbursement will be made as follows:

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

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

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



**APPENDIX H**  
**FAIR DISMISSAL LAW**

LAWS OF NEW YORK - By Authority CHAPTER 866

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

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

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

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

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

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

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

**APPENDIX I**  
**TAX SHELTERED ANNUITIES**

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

**APPENDIX J**  
**ABOLITION OF NURSES' POSITIONS,**  
**LAYOFFS, DISPLACEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **II. Layoff Displacement**

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

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

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

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

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

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

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

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

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

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

### **III. Vertical Bumping**

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

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

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

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

### **IV. Retreat**

A. Retreat occurs when there is no lower level occupied position in direct line of promotion or when a permanent incumbent<sup>7</sup> cannot displace into a lower level occupied position in a title in direct line of promotion because of less retention standing. There will be no other instance where retreat may be used.

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

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

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

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

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

#### **V. Refusal of Appointment**

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

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

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

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

C. Disabled veterans whose positions are abolished on or after October 1, 1972 will have their preferred list standing determined by the date of their original appointment on

a permanent basis in the classified service; provided however, that the date of the original appointment will be deemed to be 60 months earlier than the actual date, determined in accordance with Section 30 of the General Construction Law.

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

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

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

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

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

## APPENDIX K

**Commack UFSD**  
**Counselors/Social Workers/Psychologists**  
**Announced Observation Form**

Specialist:

Administrator:

Date of Pre-Observation:  
Observation:

Date of Observation:

Date of Post

HE = Highly Effective E = Effective D = Developing I = Ineffective N/A = Not Applicable

**Counselors/Social Workers/Psychologists- Pre-Observation**

<b>Domain 1- Planning and Preparation</b>					
	<b>HE</b>	<b>E</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
A. Demonstrating knowledge of counseling theory and techniques.	<i>Specialist demonstrates deep understanding of counseling theory and technique.</i>	<i>Specialist demonstrates understanding of counseling theory and technique.</i>	<i>Specialist demonstrates basic understanding of counseling theory and technique.</i>	<i>Specialist demonstrates little understanding of counseling theory and technique.</i>	N/A
B. Demonstrating knowledge of child and adolescent development.	<i>In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, specialist displays knowledge of the extent to which individual students follow the general patterns.</i>	<i>Specialist displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.</i>	<i>Specialist displays partial knowledge of child and adolescent development.</i>	<i>Specialist displays little or no knowledge of child and adolescent development.</i>	N/A
C. Establishing goals for the counseling program appropriate to the setting and the students served.	<i>Specialist's goals for the counseling program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, and colleagues.</i>	<i>Specialist's goals for the counseling program are clear and appropriate to the situation in the school and to the age of the students.</i>	<i>Specialist's goals for the counseling program are rudimentary and are partially suitable to the situation and the age of the students.</i>	<i>Specialist has no clear goals for the counseling program, or they are inappropriate to either the situation or the age of the students.</i>	N/A
D. Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district.	<i>Specialist's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and in the community.</i>	<i>Specialist displays awareness of governmental regulations and of resources for students available through the school or district, and some familiarity with resources external to the school.</i>	<i>Specialist displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.</i>	<i>Specialist demonstrates little or no knowledge of governmental regulations and of resources for students available through the school or district.</i>	N/A



## Counselors/Social Workers/Psychologists - Observed Lesson

<b>Domain 2- The Environment</b>					
	<b>HE</b>	<b>E</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
A. Creates an environment of respect and rapport.	<i>Students seek out the specialist, reflecting a high degree of comfort and trust in the relationship. Specialist teaches students how to engage in positive interactions.</i>	<i>Specialist's interactions with students are positive and respectful, and the specialist actively promotes positive student-student interactions.</i>	<i>Specialist's interactions are a mix of positive and negative; the specialist's efforts at encouraging positive interactions among students are partially successful.</i>	<i>Specialist's interactions with students are negative or inappropriate, and the specialist does not promote positive interactions among students.</i>	N/A
<b>Domain 2- The Environment (continued)</b>					
	<b>HE</b>	<b>E</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
B. Establishes a culture for productive communication.	<i>The culture in the school for productive and respectful communication between and among students and teachers, while guided by the specialist, is maintained by both teachers and students.</i>	<i>Specialist promotes a culture throughout the school for productive and respectful communication between and among students and teachers.</i>	<i>Specialist's attempts to promote a culture throughout the school for productive and respectful communication between and among students and teachers are partially successful.</i>	<i>Specialist makes no attempt to establish a culture for productive communication in the school as a whole, either among students or among teachers, or between students and teachers.</i>	N/A
C. Establishes standards of conduct and contributing to the culture for student behavior throughout the school.	<i>Specialist has established clear standards of conduct for counseling sessions, and students contribute to maintaining them. Specialist takes a leadership role in maintaining the environment of civility in the school.</i>	<i>Specialist has established clear standards of conduct for counseling sessions and makes a significant contribution to the environment of civility in the school.</i>	<i>Specialist's efforts to establish standards of conduct for counseling sessions are partially successful. Specialist attempts, with limited success, to contribute to the level of civility in the school as a whole.</i>	<i>Specialist has established no standards for students during counseling sessions and makes no contribution to maintaining an environment of civility in the school.</i>	N/A
D. Organizes physical space.	<i>Counseling center or classroom arrangements are inviting and conducive to the planned activities. Students have contributed ideas to the physical arrangement.</i>	<i>Counseling center or classroom arrangements are inviting and conducive to the planned activities.</i>	<i>Specialist's attempts to create an inviting and well-organized physical environment are partially successful.</i>	<i>The physical environment is in disarray or is inappropriate to the planned activities.</i>	N/A

<b>Domain 3- Delivery of Service</b>					
	<b>HE</b>	<b>E</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
A. Assessing student needs.	<i>Specialist conducts detailed and individualized assessments of student needs to contribute to program planning.</i>	<i>Specialist assesses student needs and knows the range of student needs in the school.</i>	<i>Specialist's assessments of student needs are perfunctory.</i>	<i>Specialist does not assess student needs, or the assessments result in inaccurate conclusions.</i>	N/A
B. Assist students and teachers in the formulation of academic, personal/social, and career plans based on knowledge of student needs.	<i>Specialist helps individual students and teachers formulate academic, personal/ social, and career plans.</i>	<i>Specialist helps students and teachers formulate academic, personal/ social, and career plans for groups of students.</i>	<i>Specialist's attempts to help students and teachers formulate academic, personal/ social, and career plans are partially successful.</i>	<i>Specialist's program is independent of identified student needs.</i>	N/A
C. Uses counseling techniques in individual and classroom programs.	<i>Specialist uses an extensive range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.</i>	<i>Specialist uses a range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.</i>	<i>Specialist displays a narrow range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.</i>	<i>Specialist has few counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.</i>	N/A
D. Demonstrates flexibility and responsiveness.	<i>Specialist is continually seeking ways to improve the counseling program and makes changes as needed in response to student, parent, or teacher input.</i>	<i>Specialist makes revisions in the counseling program when they are needed.</i>	<i>Specialist makes modest changes in the counseling program when confronted with evidence of the need for change.</i>	<i>Specialist adheres to the plan or program, in spite of evidence of its inadequacy.</i>	N/A

**Counselors/Social Workers/Psychologists – Post Observation**

<b>Domain 4- Professional Responsibilities</b>					
	<b>HE</b>	<b>E</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
A. Reflects on practice.	<i>Specialist's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Specialist draws on extensive repertoire to suggest alternative strategies.</i>	<i>Specialist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Specialist makes some specific suggestions as to how the counseling program might be improved.</i>	<i>Specialist's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.</i>	<i>Specialist does not reflect on practice, or the reflections are inaccurate or self-serving.</i>	N/A
B. Maintains records during session.	<i>Specialist's approach to record keeping is highly systematic and efficient and serves as a model for colleagues in other schools.</i>	<i>Specialist's reports, records, and documentation are accurate and are submitted in a timely manner.</i>	<i>Specialist's reports, records, and documentation are generally accurate but occasionally late.</i>	<i>Specialist's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.</i>	N/A
C. Shows professionalism.	<i>Specialist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.</i>	<i>Specialist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.</i>	<i>Specialist is honest in interactions with colleagues, students, and the public; does not violate confidentiality.</i>	<i>Specialist displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.</i>	N/A

Administrator's Comments: *(Not mandatory; but Administrators must justify each subcomponent rated basic or unsatisfactory.)*

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Specialist: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Administrator: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Commack UFSD  
Counselors/Social Workers/Librarians/Speech Language Pathologists/Psychologists**

**Unannounced Observation  
Observation Form**

**Specialist:**

**Administrator:**

**Subject Area:**

**Date of Observation:**

During an unannounced observation, of no more than 15 minutes, the evaluator will look for the following aspects from the Danielson 2007 model. The evaluator will check all that apply. It is understood that items not checked during this observation were simply not observed during this brief observation.

**H = Highly Effective   E = Effective   D = Developing   I = Ineffective   NA = Not Applicable**

<b><u>Domain 1</u></b>	<b>H</b>	<b>E</b>	<b>D</b>	<b>I</b>	<b>NA</b>
Specialist was actively participating and focused on task.					
Specialist encouraged positive and encouraging support.					
Specialist had command of the task direction and issues.					
The task was structured in nature.					
<b><u>Domain 2</u></b>	<b>H</b>	<b>E</b>	<b>D</b>	<b>I</b>	<b>NA</b>
Other members of the group were encouraged to participate.					
The task at hand provided a supportive and nurturing environment.					
The specialist was flexible to the needs addressed.					
The specialist was open to ideas and suggestions.					
<b><u>Domain 3</u></b>	<b>H</b>	<b>E</b>	<b>D</b>	<b>I</b>	<b>NA</b>
The specialist was able to properly communicate the expectations.					
The expectations were reasonable and attainable.					
The setting was organized and appropriate for the tasks.					
<i>Post-Observation Conference (Not mandatory)</i>					
<b><u>Domain 4</u></b>	<b>H</b>	<b>E</b>	<b>D</b>	<b>I</b>	<b>NA</b>
Specialist was able to communicate task objectives.					
Specialist was open to suggestions for improvement.					
Specialist was able to reflect on student need and existing support.					

**Comments:**

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*Comments by the observing administrator and the observed specialist are not mandatory but may be attached if desired.*

Specialist:

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*Signature*

\_\_\_\_\_

*Date*

Administrator:

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Date*

**Commack UFSD  
Librarians/Speech Language Pathologists**

**Announced Observation Form**

Specialist:

Administrator:

Date of Pre-Observation:  
Observation:

Date of Observation:

Date of Post

**Librarians/Speech Language Pathologists - Pre-Observation**

<b>Domain 1- Planning and Preparation</b>					
A. Demonstrating knowledge of Content and Pedagogy.	<i>The specialist displays extensive knowledge of the content and the purpose of the lesson. Specialist's plans and practices reflect familiarity with a wide range of pedagogical approaches anticipating student misconceptions.</i>	<i>The specialist displays some knowledge of the important concepts in the discipline and how they relate to one another. The specialist's plans and practices reflect familiarity with a wide range of pedagogical approaches in the discipline.</i>	<i>The specialist displays minimal knowledge of the important concepts in the discipline and how these relate to one another. Specialist's limited plan and practice reflect a limited range of pedagogical approaches.</i>	<i>The specialist displays little or no knowledge of the important concepts in the discipline and how these relate to one another. Specialist displays little to no understanding of the range of pedagogical approaches suitable to student learning of the content.</i>	N/A
B. Demonstrating Knowledge of Students	<i>The specialist is very capable of explaining the demographics of the students and its impact on the lesson. Specialist displays clear and specific examples of how students learn and applies this knowledge of the extent to which individual students follow and deviate from the general patterns of development.</i>	<i>The specialist is somewhat capable of explaining the demographics of the students and its impact on the lesson. The specialist displays accurate understanding of the typical developmental characteristics of the age group as well as exceptions to the general pattern.</i>	<i>The specialist is minimally capable of explaining the demographics of the students and its impact on the lesson. The specialist displays some knowledge of the developmental characteristics of the age group.</i>	<i>The specialist is unaware of the demographics of the students and its impact on the lesson. The specialist displays little or no knowledge of the developmental characteristics of the age group.</i>	N/A

C. Knowledge of coherent instructional goals and structure.	<i>The lesson's or unit's structure is clear and designed to engage students in meaningful learning. Learning activities are highly suitable to diverse learners, as appropriate, and support the instructional outcomes, and are designed to engage students in meaningful learning; there is evidence of appropriate technology and of student participation.</i>	<i>The lesson or unit has defined structure around which activities are organized. Learning activities are suitable to most students or to the instructional outcomes. All of the materials and resources are suitable to the students, support the instructional outcomes, and are designed to engage students in meaningful learning.</i>	<i>The lesson or unit has a limited structure, although the structure is not uniformly maintained throughout. Only some of the learning activities are suitable to students or to the instructional outcomes. Some of the materials and resources are suitable for instruction.</i>	<i>The lesson or unit has no clearly defined structure, or the structure is chaotic. Learning activities are not suitable to students or to instructional outcomes. Materials and resources are not suitable for students and do not support the instructional outcomes or engage the students in meaningful learning.</i>	N/A
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### Librarians/Speech Language Pathologists- Observed Lesson

<b>Domain 2- The Environment</b>					
A. Environment of Respect and Rapport	<i>The specialist's interactions with the students reflect genuine respect and caring for individuals as well as the groups of students.</i>	<i>The specialist-student interactions are friendly and demonstrate general caring and respect.</i>	<i>Specialist-student interactions are somewhat appropriate but may reflect occasional inconsistencies, or disregard for students' cultures.</i>	<i>The specialist's interactions with at least some students are negative, demeaning, sarcastic, or inappropriate to the age or culture of the students.</i>	N/A
B. Management Procedures	<i>Instructional time is maximized due to efficient and seamless classroom routines and procedures. Students take initiative in the management of instructional groups and transitions, and/or the handling of materials and supplies. Routines are well understood and may be initiated by students.</i>	<i>There is little loss of instructional time due to effective classroom routines and procedures. The specialist's management of instructional groups and transitions, or handling of materials and supplies, or both, is usually successful. With minimal guidance and prompting, students follow established classroom routines.</i>	<i>There is apparent loss of much instructional time due to ineffective classroom routines and procedures. The specialist's management of instructional groups and transitions, or handling of materials and supplies, or both, is inconsistent, leading to much disruption of learning. There appear to be established routines for handling of materials, but students are confused how to carry them out.</i>	<i>There is no productive learning in the classroom because of the lack of established routines and procedures. There is no evidence of the specialist's management of instructional groups and transitions and/or the handling of materials and supplies effectively. A considerable amount of time is spent off task because of unclear procedures.</i>	N/A

C. Managing Student Behavior	<i>Standards of conduct are clear to all students and appear to have been developed with student participation. Monitoring by specialist is subtle and preventative. Specialist response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.</i>	<i>Standards of conduct are clear to all students. Specialist is alert to student behavior and response to misbehavior is appropriate and successful, or students' behavior is generally appropriate.</i>	<i>Standards of conduct appear to have been established and most students seem to understand them. Specialist is generally aware of student behavior but may miss the activities of some student misbehaviors but with uneven results.</i>	<i>No standards of conduct appear to have been established, or students are confused as to what the standards are. Student behavior is not monitored. Specialist does not respond to misbehavior, or the response is inconsistent, is overly repressive, or does not respect the student's dignity.</i>	N/A
D. Organizes Physical Space	<i>The room is safe, and students themselves ensure that all learning is equally accessible to all students. Specialist and students use physical resources easily and skillfully, and students adjust furniture to advance their learning.</i>	<i>The room is safe, and learning is equally accessible to all students. Specialist uses physical resources skillfully, and the furniture arrangement is a resource for learning activities.</i>	<i>The room is safe, and at least essential learning is accessible to most students. Specialist uses physical resources adequately. The furniture may be adjusted for a lesson, but with limited effectiveness.</i>	<i>The room is unsafe, or learning is not accessible to some students. The furniture arrangement hinders learning activities, or the specialist makes poor use of the physical resources.</i>	N/A

### Domain 3- Delivery of Service

A. Communication with Students	<i>Specialist makes the purpose of the lesson or unit clear. Directions and procedures are clear to students and anticipate possible student misunderstanding.</i>	<i>Specialist's purpose for the lesson or unit is mostly clear. Directions and procedures are clear to students.</i>	<i>Specialist attempts to explain the instructional purpose, with limited success. Directions and procedures are clarified after some student confusion.</i>	<i>Specialist's purpose, or directions, or procedures are confusing to students. No attempt to clarify directions after much student confusion.</i>	N/A
B. Engaging Students in the Learning Process	<i>All students are engaged in the lesson and assignments in their exploration of content. Instruction is productive and fully appropriate to the students or to the purpose of the lesson. The lesson structure is highly coherent, allowing for reflection and closure. Pacing of the lesson is appropriate for all students.</i>	<i>Most activities and assignments are appropriate to students and most students are engaged in the content. The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is generally</i>	<i>Activities and assignments are appropriate for some students, but others are not engaged. The lesson has recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.</i>	<i>Activities and assignments are inappropriate for students' age or background. Students are not mentally engaged in them. The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed, or both.</i>	N/A



		<i>appropriate.</i>			
<b>C. Demonstrating Flexibility and Responsiveness</b>	<i>Specialist successfully makes a major adjustment to a lesson when needed, or specialist seizes a major opportunity to enhance learning, building on students' interests or a spontaneous event.</i>	<i>Specialist makes a minor adjustment to a lesson, but stronger adjustments were needed. Adjustments occurred smoothly. Specialist does accommodate most student questions or interests.</i>	<i>Specialist attempts to adjust a lesson when needed, with only partially successful results. Specialist accommodates some of students' questions or interests.</i>	<i>Specialist adheres rigidly to an instructional plan, even when a change is clearly needed. Specialist ignores or brushes aside students' questions or interests.</i>	N/A

### Librarians/Speech Language Pathologists- – Post Observation

<b>Domain 4- Professional Responsibilities</b>					
<b>A. Reflecting on the Teacher Process</b>	<i>Specialist makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.</i>	<i>Specialist makes some assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgement.</i>	<i>Specialist has a limited impression of the lesson's effectiveness and the extent to which the instructional outcomes were met and make nonspecific suggestions for improvement.</i>	<i>Specialist was unable to express positive and negative aspects of the lesson and profoundly misjudges the success of the lesson and makes no suggestions for improvement.</i>	N/A
<b>B. Professional Growth</b>	<i>Specialist seeks out opportunities for professional development and makes a systematic effort to conduct action research. Teacher seeks out feedback on teaching from colleagues and supervisors.</i>	<i>Specialist seeks out opportunities for professional development to enhance content knowledge and pedagogical skills. Teacher welcomes feedback from colleagues and supervisors or when opportunities arise through professional collaboration.</i>	<i>Specialist participates in professional activities to some extent. Specialist accepts, with some reluctance, feedback from colleagues and supervisors.</i>	<i>Specialist engages in minimal professional development activities to enhance knowledge or skill. Specialist resists feedback from either more experienced colleagues or supervisors.</i>	N/A

<b>Domain 4- Professional Responsibilities (continued)</b>					
C. Recognizes opportunities for future improvement.	<i>Specialist was very receptive to reasonable recommendations for improvement, or drawing on an extensive repertoire of skills, the specialist offers specific alternative actions, complete with the probable success of different courses of action.</i>	<i>Specialist was somewhat receptive to reasonable recommendations for improvement, or the specialist makes a few specific suggestions of what could be tried another time the lesson is taught.</i>	<i>Specialist was minimally receptive to reasonable recommendations for improvement, or the specialist makes general suggestions about how a lesson could be improved another time the lesson is taught.</i>	<i>Specialist is unwilling to accept reasonable recommendations for improvement, or specialist has no suggestions for how a lesson could be improved another time the lesson is taught.</i>	N/A

**Administrator's Comments:**

Specialist:

\_\_\_\_\_  
*signature*\_\_\_\_\_  
*date*

Administrator:

\_\_\_\_\_  
*signature*\_\_\_\_\_  
*date*

**Commack UFSD  
School Nurse**

**Evaluation Form**

Nurse:

Administrator:

**HE = Highly Effective E = Effective D = Developing I = Ineffective N/A = Not Applicable**

<b>Domain 1- Planning and Preparation</b>					
	<b>HE</b>	<b>E</b>	<b>E</b>	<b>I</b>	
<b>1a: Demonstrating medical knowledge and skill in nursing techniques *** This will only be applicable if a nursing supervisor is completing the evaluation.</b>	Nurse demonstrates deep and thorough understanding of medical knowledge and nursing techniques.	Nurse demonstrates understanding of medical knowledge and nursing techniques.	Nurse demonstrates basic understanding of medical knowledge and nursing techniques.	Nurse demonstrates little understanding of medical knowledge and nursing techniques.	N/A
<b>1b: Demonstrating knowledge of child and adolescent development</b>	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, nurse displays knowledge of the extent to which individual students follow the general patterns.	Nurse displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	Nurse displays partial knowledge of child and adolescent development.	Nurse displays little or no knowledge of child and adolescent development.	N/A

<b>Domain 2- The Environment</b>					
	<b>HE</b>	<b>E</b>	<b>D</b>	<b>I</b>	
<b>2a: Creating an environment of respect and rapport</b>	Students seek out the nurse, reflecting a high degree of comfort and trust in the relationship.	Nurse's interactions with students are positive and respectful.	Nurse' interactions with students are a mix of positive and negative.	Nurse's interactions with at least some students are negative or inappropriate.	N/A
<b>2c: Following District health protocols</b>	Nurse's district protocols for the nursing office are seamless, anticipating	Nurse's district protocols for the nursing office work effectively.	Nurse has rudimentary and partially successful following district	Nurse's district protocols for the nursing office are nonexistent or in disarray.	N/A

	unexpected situations.		protocols for the nursing office.		
<b>2e: Organizing physical space</b>	Nurse's office is efficiently organized and is highly appropriate to the planned activities. Medications are properly stored and well organized.	Nurse's office is well organized and is appropriate to the planned activities. Medications are properly stored and well organized.	Nurse's attempts to create a well-organized physical environment are partially successful. Medications are stored properly but are difficult to find.	Nurse's office is in disarray or is inappropriate to the planned activities. Medications are not properly stored.	N/A

<b>Domain 3- Delivery of Service</b>					
	<b>HE</b>	<b>E</b>	<b>D</b>	<b>I</b>	
<b>3a: Assessing student needs</b>	Nurse conducts detailed and individualized assessment of student needs to contribute to program planning.	Nurse assesses student needs and knows the range of student needs in the school.	Nurse's assessments of student needs are perfunctory.	Nurse does not assess student needs, or the assessments result in inaccurate conclusions.	N/A
<b>3b: Administering medications to students</b>	Medications are administered by designated individuals, and signed release forms are conveniently stored. Students take an active role in medication compliance when applicable.	Medications are administered by designated individuals, and signed release forms are conveniently stored and available when needed.	Medications are administered by designated individuals, but signed release forms are not conveniently stored.	Medications are administered with no regard to state or district policies.	N/A
<b>3d: Managing emergency situations</b>	Nurse's plans for emergency situations have been developed for many situations. Students and teachers have learned their responsibilities in case of emergencies.	Nurse's plans for emergency situations have been developed for many situations.	Nurse's plans for emergency situations have been developed for the most frequently occurring situations but not others.	Nurse has no contingency plans for emergency situations.	N/A
<b>3e: Demonstrating flexibility and responsiveness</b>	Nurse is continually seeking ways to improve the nursing program and makes changes as needed in response to student, parent, or teacher input.	Nurse makes revisions in the nursing program when they are needed.	Nurse makes modest changes in the nursing program when confronted with evidence of the need for change.	Nurse adheres to the plan or program, in spite of evidence of its inadequacy.	N/A

<b>Domain 4- Professional Responsibilities</b>					
	<b>HE</b>	<b>E</b>	<b>D</b>	<b>I</b>	
<b>4a: Reflecting on practice</b>	Nurse's reflection is highly accurate and perceptive, citing specific examples. Nurse draws on an extensive repertoire to suggest alternative strategies.	Nurse's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Nurse makes some specific suggestions as to how the nursing program might be improved.	Nurse's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Nurse does not reflect on practice, or the reflections are inaccurate or self-serving.	N/A
<b>4b: Maintaining health records in accordance with policy and submitting reports in a timely fashion</b>	Nurse's approach to record keeping is highly systematic and efficient and serves as a model for colleagues across the school.	Nurse's reports, records, and documentation are accurate and are submitted in a timely manner.	Nurse's reports, records, and documentation are generally accurate, but are occasionally late.	Nurse's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.	N/A
<b>Domain 4- Professional Responsibilities - continued</b>					
	<b>HE</b>	<b>E</b>	<b>D</b>	<b>I</b>	
<b>4c: Communicating with families</b>	Nurse is proactive in providing information to families about the nursing program and about individual students through a variety of means.	Nurse provides thorough and accurate information to families about the nursing program as a whole and about individual students.	Nurse provides limited though accurate information to families about the nursing program as a whole and about individual students.	Nurse provides no information to families, either about the nursing program as a whole or about individual students.	N/A
<b>4d: Showing professionalism</b>	Nurse can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.	Nurse displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	Nurse is honest in interactions with colleagues, students, and the public; does not violate confidentiality.	Nurse displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.	N/A

**Administrator's Comments:**

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Nurse:

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*Signature*

\_\_\_\_\_  
*Date*

Administrator:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Commack UFSD**

**Teaching Assistant Announced Observation**

**Teaching Assistant:**

**Subject Area:**

**Administrator:**

**Date of Pre-observation:**

**Date of Observation:**

**Date of Post Observation:**

*HE = Highly Effective E = Effective D = Developing I = Ineffective*

1:1 TA \_\_\_\_\_ Integrated TA \_\_\_\_\_ Instructional Technology TA \_\_\_\_\_ Computer TA \_\_\_\_\_  
 Movement in the Arts TA \_\_\_\_\_ Other TA \_\_\_\_\_  
 Please note some categories below might not be applicable for specific Teaching Assistant responsibilities due to the different roles.

**Pre-Observation- Mandatory for Teaching Assistants**

<b>Domain 1 – Planning and Preparation</b>					
	<b>HE</b>	<b>E</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
<b>A. Demonstrating Knowledge of Content and Pedagogy-- (knowledge of the content; knowledge of content related pedagogy)</b>	The teaching assistant displays extensive knowledge of the content and the purpose of the lesson.	The teaching assistant displays some knowledge of the important concepts in the discipline and how these relate to one another.	The teaching assistant displays minimal knowledge of the important concepts in the discipline and how these relate to one another.	The teaching assistant displays little or no knowledge of the important concepts in the discipline and how these relate to one another.	
<b>B. Demonstrating Knowledge of Students -- (knowledge of learning process; knowledge of child development; knowledge of students' special needs i.e. IEP, ESL, 504)</b>	The teaching assistant is very capable of explaining the demographics of the students and its impact on the lesson. The teaching assistant displays clear and specific examples of how students learn and applies this knowledge to individual students. The teaching assistant displays knowledge of the extent to which individual students follow and deviate from the general patterns of development.	The teaching assistant is somewhat capable of explaining the demographics of the students and its impact on the lesson. The teaching assistant displays accurate understanding of the typical developmental characteristics of the age group as well as exceptions to the general pattern.	The teaching assistant is minimally capable of explaining the demographics of the students and its impact on the lesson. The teaching assistant displays some knowledge of the developmental characteristics of the age group.	The teaching assistant is unaware of the demographics of the students and its impact on the lesson. The teaching assistant displays little or no knowledge of the developmental characteristics of the age group.	

**Teaching Assistant Formal Observation - Observed Lesson**

Domain 2 – The Classroom Environment					
	HE	E	D	I	N/A
<b>A. Environment of Respect and rapport – (teaching assistant to student interactions; student to student interactions)</b>	The teaching assistant's interactions with students reflect genuine respect and caring for individuals as well as the groups of students.	The teaching assistant-student interactions are friendly and demonstrate general caring and respect.	The teaching assistant-student interactions are somewhat appropriate but may reflect occasional inconsistencies, or disregard for students' cultures.	The teaching assistants interactions with at least some students are negative, demeaning, sarcastic, or inappropriate to the age or culture of the students.	
<b>B. Establishing a Culture for Learning – (management of instructional groups; management of transitions and materials)</b>	Students are well organized and are productively engaged at all times, with students assuming responsibility for productivity. Transitions and/or routines for handling materials are seamless, with students assuming responsibility in ensuring their efficient operation.	Students are organized, and most students are productively engaged in learning while unsupervised by the teaching assistant. Transitions and/or routines for handling materials occur smoothly, with minimal loss of instructional time.	Students are somewhat productive. Some students are engaged in learning while unsupervised by the teacher. There are limited efficient transitions and/or routines for handling materials function moderately well, resulting in substantial loss of instructional time.	Students not working with the teacher are not productively engaged in learning. Transitions are chaotic and/or materials are handled ineffectively, with considerable instructional time lost between activities or lesson segments.	
<b>Domain 2 – The Classroom Environment - continued</b>					<b>N/A</b>
<b>C. Managing Classroom Procedures- (establish smooth Rules and procedures)</b>	Instructional time is maximized due to efficient and seamless classroom routines and procedures. Students take initiative in the management of instructional groups and transitions, and/or the handling of materials and supplies. Routines are well understood and may be initiated by students.	There is little loss of instructional time due to effective classroom routines and procedures. The teaching assistant's management of instructional groups and transitions, or handling of materials and supplies, or both, is usually successful. With minimal guidance and prompting, students follow established classroom routines.	There is apparent loss of much instructional time due to ineffective classroom routines and procedures. The teaching assistant's management of instructional groups and transitions, or handling of materials and supplies, or both, is inconsistent, leading to much disruption of learning. There appear to be established routines for handling of materials, but students are confused how to carry them out.	There is no productive learning in the classroom because of the lack of established routines and procedures. There is no evidence of the teaching assistant's management of instructional groups and transitions and/or the handling of materials and supplies effectively. A	



				considerable amount of time is spent off task because of unclear procedures.	
<b>D. Managing Student Behavior – (expectations; monitoring and response to student behaviors)</b>	Standards of conduct are clear to all students and appear to have been developed with student participation. Monitoring by teaching assistant is subtle and preventative. The teaching assistant's response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.	Standards of conduct are clear to all students. The teaching assistant is alert to student behavior and response to misbehavior is appropriate and successful, or students' behavior is generally appropriate.	Standards of conduct appear to have been established, and most students seem to understand them. The teaching assistant is generally aware of student behavior but may miss the activities of some students. The teaching assistant attempts to respond to student misbehavior but with uneven results.	No standards of conduct appear to have been established, or students are confused as to what the standards are. Student behavior is not monitored. The teaching assistant does not respond to misbehavior, or the response is inconsistent, is overly repressive, or does not respect the student's dignity.	

### Teaching Assistant Formal Observation - Observed Lesson

Domain 3 – Instruction					
	HE (4)	E (3)	D (2)	I (1)	N/A
<b>A. Communication with students – (lesson expectations; directions and procedures; explanation of content; use of oral and written language)</b>	The teaching assistant makes the purpose of the lesson or unit clear, including where it is situated within broader learning. Directions and procedures are clear to students and anticipate possible student misunderstanding.	The teaching assistant's purpose for the lesson or unit is mostly clear. Directions and procedures are clear to students.	The teaching assistant attempts to explain the instructional purpose, with limited success. Directions and procedures are clarified after some student confusion.	The teaching assistant's purpose, or directions, or procedures are confusing to students. No attempt to clarify directions after much student confusion.	
<b>B. Questioning and Discussion Techniques – (quality of questions; discussion techniques; student participation)</b>	The teaching assistant's questions are of uniformly high quality. The teaching assistant provides adequate time for students to respond. Students assume considerable	Most of the teaching assistant's questions are of high quality. The teaching assistant provides adequate time for students to respond most of the lesson. The teaching assistant creates a genuine discussion among students stepping aside when appropriate.	The teaching assistant's questions are an equal combination of low and high quality. Questions were posed with inadequate time for students to respond. The teaching assistant makes some attempt to engage students in genuine discussion rather than recitation.	The teaching assistant's questions are of poor quality. Questions were posed with no wait time for students to respond. Interaction between the	

	responsibility for the success of the discussion.			teaching assistant and students in predominantly recitation style.	
<b>C. Demonstrating Flexibility and Responsiveness – (lesson adjustment when needed; response to students)</b>	The teaching assistant successfully makes a major adjustment to a lesson when needed, or seizes a major opportunity to enhance learning, building on students' interests or a spontaneous event.	The teaching assistant makes a minor adjustment to a lesson, but stronger adjustments were needed. Adjustments occurred smoothly. The teaching assistant does accommodate most student questions or interests.	The teaching assistant attempts to adjust a lesson when needed, with only partially successful results. The teaching assistant accommodates some of students' questions or interests.	The teaching assistant adheres rigidly to an instructional plan, even when a change is clearly needed. The teaching assistant ignores or brushes aside students' questions or interests.	

**Teaching Assistant Formal Observation - Post Observation**

<b>Domain 4 – Professional Responsibilities</b>					
	<b>HE</b>	<b>E</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
<b>A. Reflecting on the Teaching Process – (accuracy of lesson)</b>	The teaching assistant makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.	The teaching assistant makes some assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.	The teaching assistant has a limited impression of the lesson's effectiveness and the extent to which the instructional outcomes were met and makes nonspecific suggestions for improvement.	The teaching assistant was unable to express positive and negative aspects of the lesson and profoundly misjudges the success of the lesson and makes no suggestions for improvement.	
<b>B. Professional Growth – pedagogical skill; receptivity to feedback)</b>	The teaching assistant seeks out opportunities for professional development and makes a systematic effort to conduct action research. The teaching assistant seeks out feedback on teaching from colleagues and supervisors.	The teaching assistant seeks out opportunities for professional development to enhance content knowledge and pedagogical skills. The teaching assistant welcomes feedback from colleagues and supervisors or when opportunities arise through professional collaboration.	The teaching assistant participates in professional activities to some extent. The teaching assistant accepts, with some reluctance, feedback on the teaching performance from colleagues and supervisors.	The teaching assistant engages in minimal professional development activities to enhance knowledge or skill. The teaching assistant resists feedback on teaching performance from either supervisors or more experienced colleagues.	

<p><b>C. Communication – (engages in discussions of the instructional process)</b></p>	<p>The teaching assistant was very receptive to reasonable recommendations for improvement, or drawing on an extensive repertoire of skills, the teaching assistant offers specific alternative actions, complete with the probable success of different courses of action.</p>	<p>The teaching assistant was somewhat receptive to reasonable recommendations for improvement, or the teaching assistant makes a few specific suggestions of what could be tried another time the lesson is taught.</p>	<p>The teaching assistant was minimally receptive to reasonable recommendations for improvement, or the teaching assistant makes general suggestions about how a lesson could be improved another time the lesson is taught.</p>	<p>The teaching assistant is unwilling to accept reasonable recommendations for improvement, or the teaching assistant has no suggestions for how a lesson could be improved another time the lesson is taught.</p>	
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**Administrator’s Comments:**

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Teaching Assistant:

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*Signature*

\_\_\_\_\_

*Date*

Administrator:

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Date*

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