NYS PERB Contract Collection – Metadata Header

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

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

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

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

Contract Database Metadata Elements

Title: Chenango Valley Central School District and Chenango Valley Teachers Association (2007)

Employer Name: Chenango Valley Central School District

Union: Chenango Valley Teachers Association

Effective Date: 07/01/07

Expiration Date: 06/30/10

PERB ID Number: 4766

Unit Size:

Number of Pages: 62

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

For additional information on the ILR School - http://www.ilr.cornell.edu/
AGREEMENT BETWEEN

THE BOARD OF EDUCATION
OF
CHENANGO VALLEY
CENTRAL SCHOOL DISTRICT

AND

CHENANGO VALLEY
TEACHERS ASSOCIATION
7/1   6/30
2007-2010

Printed compliments of:

nysut
A Union of Professionals
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PREAMBLE</td>
<td>1</td>
</tr>
<tr>
<td>I</td>
<td>ARTICLE I - RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>ARTICLE II - NEGOTIATION PROCEDURES</td>
<td>2</td>
</tr>
<tr>
<td>III</td>
<td>ARTICLE III - ASSOCIATION PRIVILEGES</td>
<td>2</td>
</tr>
<tr>
<td>IV</td>
<td>ARTICLE IV - BOARD AND ADMINISTRATIVE REGULATIONS</td>
<td>4</td>
</tr>
<tr>
<td>V</td>
<td>ARTICLE V - CURRICULUM</td>
<td>4</td>
</tr>
<tr>
<td>VI</td>
<td>ARTICLE VI - TEACHING ASSIGNMENTS AND TRANSFERS</td>
<td>4</td>
</tr>
<tr>
<td>VII</td>
<td>ARTICLE VII - SPECIFIC SUBJECT AREAS</td>
<td>7</td>
</tr>
<tr>
<td>VIII</td>
<td>ARTICLE VIII - PROMOTIONS</td>
<td>7</td>
</tr>
<tr>
<td>IX</td>
<td>ARTICLE IX - TEXTBOOKS AND SUPPLIES</td>
<td>8</td>
</tr>
<tr>
<td>X</td>
<td>ARTICLE X - TEACHER USE OF FACILITIES</td>
<td>9</td>
</tr>
<tr>
<td>XI</td>
<td>ARTICLE XI - TEACHER EVALUATION</td>
<td>9</td>
</tr>
<tr>
<td>XII</td>
<td>ARTICLE XII - MENTOR PROGRAM</td>
<td>10</td>
</tr>
<tr>
<td>XIII</td>
<td>ARTICLE XIII - TEACHER PROTECTION</td>
<td>12</td>
</tr>
<tr>
<td>XIV</td>
<td>ARTICLE XIV - TEACHER FILES</td>
<td>14</td>
</tr>
<tr>
<td>XV</td>
<td>ARTICLE XV - DEPARTMENT CHAIRPERSONS</td>
<td>15</td>
</tr>
<tr>
<td>XVI</td>
<td>ARTICLE XVI - SUPPORTING PROFESSIONAL SERVICES</td>
<td>17</td>
</tr>
<tr>
<td>XVII</td>
<td>ARTICLE XVII - SCHOOL DAY</td>
<td>17</td>
</tr>
<tr>
<td>XVIII</td>
<td>ARTICLE XVIII - SCHOOL CALENDAR</td>
<td>19</td>
</tr>
<tr>
<td>XIX</td>
<td>ARTICLE XIX - INSURANCE</td>
<td>20</td>
</tr>
<tr>
<td>XX</td>
<td>ARTICLE XX - SALARY</td>
<td>21</td>
</tr>
<tr>
<td>XXI</td>
<td>ARTICLE XXI - PAY PERIODS AND DEDUCTIONS</td>
<td>27</td>
</tr>
<tr>
<td>XXII</td>
<td>ARTICLE XXII - EXTRA-CURRICULAR ACTIVITIES</td>
<td>29</td>
</tr>
<tr>
<td>XXIII</td>
<td>ARTICLE XXIII - LEAVES OF ABSENCE</td>
<td>33</td>
</tr>
<tr>
<td>XXIV</td>
<td>ARTICLE XXIV - GRIEVANCE PROCEDURE</td>
<td>37</td>
</tr>
<tr>
<td>XXV</td>
<td>ARTICLE XXV - PUPILS</td>
<td>40</td>
</tr>
<tr>
<td>XXVI</td>
<td>ARTICLE XXVI - COMMITTEES</td>
<td>41</td>
</tr>
<tr>
<td>XXVII</td>
<td>ARTICLE XXVII - SUBSTITUTES</td>
<td>41</td>
</tr>
</tbody>
</table>
PREAMBLE

This Agreement entered into July 2007, by and between the Board of Education of the Chenango Valley Central School District, hereinafter called the "Board," and the Chenango Valley Teachers Association, hereinafter called the "Association."

Whereas the Board and Association recognize and declare that providing a quality education for the children of Chenango Valley School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas the members of the teaching profession are encouraged to make suggestions designed to improve educational standards, and

Whereas the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act and amendments thereto), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Chenango Valley Board of Education has made a determination that the Chenango Valley Teachers Association is supported by a majority of the teachers in a unit composed of all professional, teaching personnel except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Director of Guidance, Director of Health, Physical Education and Recreation, Director of Technology and Director of Early Childhood Programs. Chenango Valley Central School District, Towns of Dickinson, et. al., Board of Education, hereby recognizes the Chenango Valley Teachers Association as the exclusive negotiating agent for the teachers in such unit, including long-term substitutes, nurses, occupational therapists, physical therapists, school psychologists, speech therapist, social workers and the Teaching Assistants, provided such recognition representation is not successfully challenged pursuant to law. The use of a masculine or feminine pronoun shall, unless the context clearly indicates otherwise, be interpreted to refer to either sex.
ARTICLE II - NEGOTIATION PROCEDURES

Section 1: Definition
The word Teacher as used in this agreement shall mean any professional teaching employee including guidance counselors covered by the negotiating unit represented by the Chenango Valley Teachers Association.

Section 2: Neither party shall be required to enter into negotiations for a successor agreement prior to the January 15th that precedes the expiration date of the present contract.

In the event that the parties have not reached agreement by 120 days prior to the end of the fiscal year, then either party may declare negotiations at an impasse and seek the assistance of the N.Y.S. Public Employment Relations Board.

During the term of this contract, the parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach a successor agreement on all negotiable matters raised by either party concerning the terms and conditions of teachers employment. Any agreement so negotiated shall apply to all members of the unit represented by the Association, be reduced to writing and be signed by the Executive Officer of the Association.

Section 3: Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party and each party may select its representatives from within or outside the school district. No final agreement shall be executed without ratification by the Association and the Board. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to carry on negotiations as required by Article 14 of the Civil Service Law.

Section 4: The Board shall not discriminate in any way against any employee covered by this Agreement by reason of his/her membership or non-membership or participation or non-participation in the activities of the Association or his/her exercise or non-exercise of rights granted under this Agreement.

Section 5: If negotiations meetings between the Board and the Association are scheduled by mutual agreement during normal working hours of a school day, not more than seven (7) nor less than three (3) representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their attendance at such meetings.

ARTICLE III - ASSOCIATION PRIVILEGES

Section 1: The Association will have the privilege to use school buildings at reasonable times for meetings without charge. Request for the use of a school building will be made in advance to the Principal of the building or the
appropriate administrator of the district. The date and time of each meeting will be placed on the Master Schedule of Building Use in the Board of Education Office.

**Section 2:** The Association will have the privilege to place notices, circulars and other material on that portion of the faculty bulletin boards reserved for Association bulletins and in teachers' mailboxes. The Association also will have the privilege to reasonable use of the normal internal distribution procedures of the School System.

**Section 3:**
A. Association officers and/or appointed representatives may have up to an aggregate total of ten (10) days during the regular school year for attendance at conferences or to attend to association business (local, regional, state, or national). No more than three (3) individuals may be absent for such business at any one time. Absences under this program will not be charged against other "Leave" provisions. When this leave is to be used, the CVTA president is to submit a notification in writing, to the Superintendent and building administrator listing the name(s) of the person(s) to be absent. This notification is to be submitted a minimum of forty-eight (48) hours prior to the absence except in emergencies. The Association will reimburse the District the cost of the substitute teacher.

B. Attendance of two (2) elected representatives to the NYSUT Representative Assembly will be allowed without loss of pay, not to exceed an aggregate maximum of four (4) days.

C. No one person shall accumulate more than seven (7) days total from Sections A and B together during one school year.

**Section 4:** The Board shall comply with any reasonable request by the Association for available information, for examination, and to make copies at the Association's expense, excluding confidential personnel records.

**Section 5:** The President of the Association and or his/her designee and the Grievance Chairperson of the Association will have the right to go to other school buildings on Association business during the periods when he/she has no assigned duties. He/she shall request permission to go from the Principal to whom he/she reports, and in case of his/her unavailability, from the Superintendent's Office. Neither shall disturb any teacher's performance of his/her classroom teaching duties.

**Section 6:** A copy of the official minutes of each Board meeting shall be sent to the Association President.
Section 7: Any member of the bargaining unit shall be entitled to have representation during meetings between the District and a bargaining unit member. If the administrator determines that the meeting will be disciplinary in nature, the district will so notify the bargaining unit member.

Section 8: The Association may use District duplicating equipment for reproducing Association documents, memoranda, newsletters, and the like for distribution to members of the bargaining unit, provided permission is granted by the building principal in which the equipment is located and reimbursements of direct costs are received by the District. Permission may be granted on an ongoing basis subject to the right of the District to rescind or, if the District needs the equipment for District purposes, to allocate time.

Section 9: Effective February 1, 2003: It is agreed and understood by the parties that the Chenango Valley Teachers' Association President will be permitted daily release time equal to the Middle School Activity Study Hall period (minimum of 38 minutes) for Teachers' Association business, if the President of the Teachers' Association is a member of the Middle School teaching staff. This same period of time (minimum of 38 minutes) will also be allowed if the President of the Teachers' Association is a member of the High School teaching staff. If a future President of the Teachers' Association is an elementary teacher, both parties will be willing to negotiate release time for said teacher.

ARTICLE IV - BOARD AND ADMINISTRATIVE REGULATIONS

Section 1: An open file of all posted or distributed operational memoranda shall be kept in each school's central office. The material in this file shall operate on a two-year cycle.

Section 2: When the Board has completed the compilation of Board policies and regulations, they shall be made available to the Association for inspection.

ARTICLE V - CURRICULUM

Whenever revision, adoption and/or deletion of curriculum is anticipated by the district, the administration will meet with teachers affected by the change to discuss recommendations concerning curriculum changes. It is recognized that any final decision will be made by the Board of Education.

ARTICLE VI - TEACHING ASSIGNMENTS AND TRANSFERS

Section 1: Notice of openings in the school system will be posted.
Section 2: Teachers, who desire to transfer to an opening in another grade or subject assignment, or to another building, will file a written statement of such desire with the building principal not later than April 15. A teacher's area of competence, major and/or minor fields of study, quality of work performance (as evidenced by evaluations), tenure area and length of service in the District may be factors in any transfer or reassignment.

Section 3: Nothing in this section prohibits the District from filling an open position with an applicant from outside of the bargaining unit.

Section 4: Teachers in the School System shall receive notification of their teaching programs or transfers for the ensuing school year as soon as professional courtesy will permit, preferably by the end of the current school year.

Section 5: In the event that a teacher’s program or assignment is changed during the summer vacation, that teacher will be informed of said change as soon as possible, preferably before the beginning of the next academic year.

Section 6: Classroom Change
A classroom move directed by the district beyond the normal workday/work year will be compensated at the rate of $108/day.

Section 7: The District shall make teacher duty assignments in such a manner that no elementary teacher shall be assigned scheduled playground supervision.

Section 8: Duties assigned to teachers will be distributed as equitably as possible.

Section 9: Where a student who is regularly enrolled in a Chenango Valley School qualifies for home teaching and the Chenango Valley School District is responsible for the instruction and that instruction is scheduled after regular school hours, preference for home instruction will be given to that student’s regularly assigned teachers.

Section 10: Cafeteria duty for elementary classroom teachers will be scheduled not more often than once every ten school days except in an emergency. Effective no later than February 1, 2001: One (1) elementary teacher (all building bargaining unit members in each elementary school) will be assigned to each elementary cafeteria duty assignment. The District will also assign one (1) aide to each elementary cafeteria duty assignment.

In the elementary schools a custodian will be given a primary assignment to be at the cafeteria during the luncheon period for prompt clean up in case of food or beverage spills.
In order that there continue to be current input to the Administration concerning any problems in the supervision of the students in the cafeteria during lunch periods, a committee shall be formed at each elementary school chaired by the Chairperson of the Building Liaison Committee and further composed of the building principal and three other elementary teachers chosen by the faculty of the building. This committee shall meet, at least quarterly, at the call of the Chairperson and additionally on the written request of three members.

Teachers day of the week assignment shall rotate unless agreed upon. (i.e. a teacher shall not be continually assigned the same day of the week)

Minutes of each meeting shall be furnished to the Superintendent of Schools and the President of the Association.

Section 11:

A. The District, after consultation with a teacher, may request in writing (preferably by August 1st) for a Middle/High School teacher to teach six (6) classes. A copy of the letter of request will be forwarded to the CVTA President. Said teachers will have one (1) additional preparation period per day. Such assignments are subject to a yearly renewal. Said teachers can be assigned a homeroom or duties before homeroom and duties after the last class period of the day. Said teachers may refuse this request. In the event that the District demonstrates extenuating circumstances and hardship to implement the master schedule, they may again consult with teachers and the Association to assign a teacher a sixth (6th) class.

B. High School Special Education and Music teachers, who teach six (6) classes, will be assigned one (1) duty and one (1) preparation period per day. Said teachers can be assigned a homeroom or duties before homeroom and duties after the last class period of the day.

C. Middle School Special Education teachers, who teach six (6) classes, will be assigned two (2) duties and one (1) preparation period per day. Said teachers can be assigned a homeroom or duties before homeroom and duties after the last class period of the day.

D. All High School Science teachers who teach six (6) classes, including labs, during a six-day cycle will be relieved of all class period duties during the daily teaching periods. Said teachers can be assigned a homeroom or duties before homeroom and duties after the last class period of the day.

E. Middle/High School Physical Education teachers may be assigned to teach six (6) classes per day provided one of the six (6) classes is an adaptive physical education class. Said teachers may be assigned only one classroom period duty per day. Said teachers can be assigned to homeroom or duties before homeroom and duties after the last class period of the day.
F. Teachers working a ten (10) period day and teaching six (6) classes will also be given one (1) additional preparation period. Said teachers can be assigned homeroom duties but not duties before homeroom and duties after the last class period of the day.

Section 12: Effective after ratification of this agreement, summer Curriculum Work and teachers presenting at Superintendent's Conference Days will be paid at the following rate:

- Full days - 2007-08 - $108; 2008-09 - $112.50; 2009-2010 $117.
- Half-days - 2007-08 - $54.00; 2008-09 - $56.25; 2009-2010 $58.50.

Section 13: Literacy Leaders and Math Coaches assisting teachers and principals in the sharing and dissemination of materials/information received at workshops will receive coverage and clerical time up to one (1) full day per semester to be determined by their respective building principal.

ARTICLE VII - SPECIFIC SUBJECT AREAS

The Board agrees that the recommendations of the State Education Department in specific subject areas such as Art, Music, and Physical Education are desirable goals. It also agrees to meet all State mandates in these areas.

ARTICLE VIII - PROMOTIONS

Section 1: "Promotion positions" in this Article are defined as those positions not including the Chenango Valley Mentor Program set forth in Article V1V, Section 12 of this Agreement, which pay a salary differential above the salary scale for the step of the holder and are included in the negotiating unit as recognized by the Board of Education.

Section 2: Vacancies in "promotion positions" covered by this Article which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedures:

A. Such vacancies shall be adequately published, which shall mean as a minimum, during the school year, that a notice shall be posted in every school building, clearly setting forth a description of the qualifications for the position, including the duties and salary. During the summer, such notices shall be mailed to all employees within the department and/or with the necessary certification on file with the Board of Education.

B. Such notices shall be posted as far in advance as possible.

C. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her authorized agent, setting forth the date on which they became "certified" for the position.
D. All "certified" applicants who are employees of the District will be interviewed by a member of the Administration who is involved in the selection process.

E. Such vacancies shall be filled on the basis of qualification for the vacant post. Present teachers in the system will be given consideration. However, qualified personnel may be considered whether or not then presently employed in the system.

Section 3: All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

Section 4: The position of Assistant to the Principal is considered a "promotional position" and as such any future openings in said position shall be posted by the District in accordance with the above procedures.

Section 5: The District will notify the Association if there occurs an administrative vacancy for which applications are being sought.

Section 6: Temporary CSE chairman language such that in the event of the necessity of a member being appointed the CSE chairman both parties agree to negotiate a stipend relative to the duties and duration of such appointment.

ARTICLE IX - TEXTBOOKS AND SUPPLIES

Section 1: The Board, subject to authorization by the voters of the district, will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his or her own use.

Section 2: The Board agrees that before a change in textbooks in the elementary school is made, administration in the elementary school will discuss the change or new selection with elementary teachers.

Before a change in textbooks is made in a secondary school, the Department Chairperson and/or the principal will discuss the change with the teachers in the department.

Section 3: The recommendation of the teachers in the elementary schools or the teachers in the respective secondary departments shall be considered by the administration in making their final recommendation to the Board of Education as to the textbooks for their respective areas.
ARTICLE X - TEACHER USE OF FACILITIES

Section 1: The Board recognizes the need for teacher workrooms and whenever possible will provide the space and necessary equipment. In the elementary schools this includes surplus sample books that may be used as resources.

Section 2: Teachers desiring to utilize the school, for teaching related activities, during the hours when access to the building is restricted, may request permission from building principals and may use the building when such permission is granted.

ARTICLE XI - TEACHER EVALUATION

The evaluation procedures and instruments are contained in the ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN. The procedures and instruments developed for implementation of the APPR for tenured and nontenured teachers shall replace the evaluation procedures in use prior to September 1, 2000.

Section 1: Tenured Teachers – The procedures and forms contained in the publications referred to above will be utilized for the purpose of evaluation of tenured teachers.

Section 2: Non-tenured Teachers – The procedures and forms contained in the publications referred to above will be utilized for the purpose of evaluation of non-tenured teachers.

Section 3: A minimum of four administrative observations must be part of the non-tenured teacher's professional performance plan.

Section 4: The procedures and instruments contained in the ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN will be reviewed by the evaluation committee, comprised of five (5) teachers appointed by the CVTA president and four (4) administrators appointed by the superintendent of schools beginning with 2001-2002.

Section 5: Teacher evaluation reports will be treated as confidential except where admissible as part of an investigation, arbitration, mediation, or disciplinary procedure.
ARTICLE XII – MENTOR PROGRAM

Program Outline

Essentials
1. Participation in mentoring will be voluntary by both parties unless stipulated in an Annual Professional Performance Review.
2. Principals will select mentors based on criteria (see Application/Selection)
3. Matches between mentors and new teachers will be made by principals and the program coordinator

Assignment Criteria
1. A mentor is to be assigned to:
   a) any teacher just beginning in the profession;
   b) or any new teacher who has one year or less experience in another district;
   c) any teacher in need based upon their Annual Professional Performance Review.

2. A guide is assigned to any teacher who has more than one year of professional experience and who is:
   a) new to the school district;
   b) transferred within the school district to a new assignment;

3. No Administrator, Administrative Assistant or Department Chairperson will serve as a mentor or guide.

Stipends
1. A mentor teacher will receive a stipend of $783.00 in 2007-08, $817.00 in 2008-09, and $851.00 in 2009-10. A mentor serves a single teacher.

2. A guide teacher will receive a stipend of $261.00 in 2007-08, $272.00 in 2008-09, and $284.00 in 2009-10. A guide teacher may be matched with two teachers in a single year.

3. Mentor Program coordinator will receive stipend equal to the same differential as Department Chair Persons with six (6) or less teachers.

Mentor/Guide Responsibilities
1. A mentor/guide agrees to be available for two full days of paid training.
2. A mentor agrees to participate in the New Teacher Orientation (paid)
3. A mentor agrees to spend a **minimum of 45 hours** with their new teacher as structured below:
   - 6 hours (minimum - before school)
   - 1 ½ hours (30 minutes per session - 90 minutes total) - first week
   - 4 ½ hours - September (3x/week, remaining 3 weeks)
   - 12 hours
   - **33 hours:** 2x/week for 30 minutes for the rest of the school year.

4. **Guides** agree to spend a **minimum of 15 hours** with their teacher. Five of these should be in September and may include Orientation Day (paid separately).

   Meeting times are flexible and to be agreed on by both parties. Time should be spent discussing instructional practices, discipline and other important responsibilities, such as budgeting, mid-year exams, any State tests, final exams, parent conferences, five-week notices, report cards, etc.

5. **Mentors/Guides** will keep a journal detailing the time spent and the topics discussed.

6. **Mentors/Guides** will be available for quarterly meetings for the purpose of evaluating program strengths and weaknesses but will not be used for teacher evaluation. Journals should be brought to quarterly meetings.

**Application/Selection**

In April each year, Building Principals shall distribute copies of applications for service as a mentor/guide or Program Coordinator. All staff interested in applying should fill out the application and return it to their Principal no later than May 1st. A list will be compiled of interested persons.

Since the Building Principals participate in interviews with new employees and also knows the strengths and weaknesses of the current staff it is advisable that they determine the appropriate persons for service as a mentor/guide. Assignments should be reviewed with the program coordinator prior to official notice to teachers.

**Guidelines for Selection**

**Mentors/Guides** will be matched with protégés in the following order:

A. Has personal and professional strengths which address the apparent needs of the protégé

B. Is a caring, supportive, positive and insightful person.
C. Meets one of the following criteria (listed in rank order):
1. Is currently working at the same assignment as the protégé, or has within the last two years.
2. Has at least two years of experience working at a job assignment similar to the protégé's.
3. Works in close proximity to the protégé (same building).
4. Shares a common planning period or lunch period with the protégé.
5. See attachments A and B regarding application and journal samples.

ARTICLE XIII - TEACHER PROTECTION

Section 1: The Board of Education shall use all reasonable effort to provide teachers safe and healthful conditions under which to carry out their professional duties. If violence or threat of violence to teachers and/or students is implied by the words and/or actions of any student or group of students, the teacher shall have the right to refer said student or students from class to the administration for its assistance in alleviating said violence or threat of violence. Psychological and social services shall where needed be procured toward that end. The foregoing is not intended to abridge any legal rights of an individual teacher. The Association building reps will forward a list of safety, cleanliness, and health related problems to the administration on a bimonthly basis. Issues may be brought to the district’s attention immediately.

Section 2: Whenever a teacher is absent from his/her employment and/or unable to perform his or her duties as a result of accident, injury or assault, occurring in the course of his/her employment, and without his/her fault or negligence, he/she will be paid his/her full salary, less the amount of any worker's compensation award made in lieu of salary in accordance with B. below, for temporary disability due to said accident, injury or assault. Any payment made for an injury that is later determined to be compensable shall to the amount that would be payable under Worker's Compensation be regarded as an advance payment of compensation, which shall not be regarded as an admission or acceptance of the workers’ compensation claim. Provisions of this article shall have the following limitations.

A. It shall become effective in each situation on the same date that a worker's compensation claim is filed.

B. Any award shall be subject to the claim of the District for full reimbursement the payment of advance compensation. The described salary payment shall be made for the duration of such disability or for one year, whichever is less. The salary determination will be limited to that listed for the individual under the basic salary schedule as designated in the Schedule for the teacher at the time of the accident, injury or assault.
C. Should it later be determined by the Worker's Compensation Board and/or Administrative Judge or by any competent tribunal that the injury was not within Section 2 above, then any payment made hereunder by the District shall be repaid to the District less any credit for sick days allowable and/or personal days granted pursuant to this contract.

Section 3: Teachers will immediately report all cases of assault, accident or injury suffered by them in connection with their employment to their principal or immediate supervisor.

Section 4: The District shall reimburse teachers for the cost of replacing or repairing, but to a sum not greater than its then value, dentures, eye glasses, hearing aids, or similar bodily apparatuses not covered by workmen's compensation which are damaged or destroyed during the course of the teacher's employment as a result of an illegal bodily assault or in the required supervision of students at recess in the elementary schools.

Section 5: The District shall reimburse teachers for the cost of replacing or repairing up to a per incident amount of $250 with a yearly maximum amount of $500.00 (but not to exceed any items then value) clothing, jewelry, or similar items not covered by workers' compensation or other insurance which are damaged or destroyed during the course of the teacher's employment as a result of an illegal bodily assault or in the required supervision of students at recess in the elementary schools.

Section 6: Wearing Identification Badges

A. The District will supply identification badges for each member of the Teachers Association at District expense. These identification badges will display the following:

Name of Employee
Picture of Employee
Name of School District

B. Temporary badges will be made available for an employee who has forgotten or lost his/her identification badge for the day. The District will provide a badge to employees who may have lost their badge. No disciplinary action will be taken for those members who may have forgotten or lost their identification badge.

C. Identification badges will be displayed at all times on an area where it is most visible.
ARTICLE XIV - TEACHER FILES

In order to continue the policy of a teacher having free access to his or her file, the Board and the Association agree that:

Section 1: Upon written request, each teacher shall have the right at a time mutually convenient to review his or her personnel file, with the exception of any confidential references given at the time of his or her employment. Such review shall be made in the presence of the administrator responsible for the safekeeping of such files, or his/her representative. The said confidential references or any letters of recommendation to outside third parties written by the administration after employment should be removed in the presence of the teacher.

Section 2: A teacher shall have the right to answer in writing any complaints filed in his or her personnel file, and said statement shall be reviewed by the Superintendent of Schools or his/her agent and attached to the complaint, and if the complaint is found to be without merit in the opinion of the Superintendent, the Superintendent will direct the complaint to be removed from the individual teacher's personnel file and the teacher so informed.

Section 3: Written notice will be sent to the teacher whenever new material is placed in the teacher's personnel file.

Section 4: A teacher shall be entitled to have a representative of his/her choice accompany him/her during such review of his/her personnel file.

Section 5: No materials shall be placed in a teacher's "Personnel File" by Department Chairpersons or Coordinators, except reports as per Article XI. Principals and/or the Superintendent or Assistant Superintendent may, however, add material to a teacher's personnel file based upon material furnished to them by Department Chairpersons or Coordinators.

Section 6: All future reports rendered under Article XI shall be placed in the teacher's personnel file.

Section 7: No material, even though otherwise permitted by this contract to be added to a teacher's personnel file, shall be added to the teacher's personnel file if more than three years have elapsed since (1) the happening of the event constituting the subject matter of the material, or (2) knowledge of the event has been acquired by the Administration, whichever is later.

If the District bases any formal disciplinary action on written materials in its possession, said material shall first be placed in the teacher's personnel file.
ARTICLE XV - DEPARTMENT CHAIRPERSONS

Section 1: A Department Chairperson shall be relieved, if he/she so desires from class advisory duties, and all Department Chairpersons shall continue to be relieved of detention supervision, hall supervision, bus duty.

Department Chairpersons may be assigned one period per day to supervise a distance learning class or ALC. If ALC is assigned this can only be assigned on an every other year basis. A Department Chairperson may request, in writing, a study hall in his/her classroom in place of ALC or a distance learning class, at the last department meeting of the school year.

Math
Social Studies
Special Education – 7-12
LOTE
Music
Business/Tech/Human Ecology

English
Science
Physical/Nurse/Health Education – K-12
Art
Library

Section 2: The differentials of Department Chairpersons shall be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Seven or more teachers</th>
<th>Six or less teachers</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>$4485</td>
<td>$3720</td>
</tr>
<tr>
<td>2008-09</td>
<td>$4682</td>
<td>$3883</td>
</tr>
<tr>
<td>2009-10</td>
<td>$4874</td>
<td>$4043</td>
</tr>
</tbody>
</table>

Section 3: The following shall be considered the duties and responsibilities of Department Chairpersons at the Junior-Senior High School Building:

A. Work with the department constantly on the following:
   1. Improvement of instruction.
   2. A consistent marking and grading procedure within the department.
   3. Participate in studies on failing students and other instructional problems.

B. To be knowledgeable of Board and Administrative policies, and explain policies to department members when questions arise.

C. Work closely with the high school principal and keep him/her informed of activities within the department. The principal is to be provided with an agenda at least two days prior to department meetings and with reports of all formal meetings.

D. It is recommended that department chairpersons will visit non-tenure teachers four times a year -- twice per semester -- and all other teachers in the department at least once a year. Beginning teachers will be notified
before the first visit if so desired by them. All other visitations can be unannounced.

E. Review the duplicate lesson plans that are handed in by teachers. The Department Chairperson shall offer suggestions for improvement in these plans where necessary.

F. Orient department members in regard to school policies, curriculum content, and general school procedure. This is in addition to the regular orientation program. The high school principal shall be notified of consistent laxity or disregard of suggestions.

G. Department Chairpersons will bring to the attention of teachers in the department new instructional materials, methods, and current literature in the field.

H. Budget:
   1. Coordinate department requests for instructional materials and supplies.
   2. Review department requests to avoid duplication.
   3. Conduct inventories of department texts and supplies when necessary. Be aware of approximate quantities of supplies and textbooks and their distribution within the department.

I. Textbooks
   1. Work with department members and administration in the selection of new texts.
   2. Periodically review textbooks in use.

J. Under certain circumstances a Department Chairperson may be required by the administration to schedule two periods for observation, planning, and other functions.

Section 4: The following are recognized as courtesies extended by the Board of Education and Administration to the Department Chairpersons:

A. When possible, changes will be made in the master schedule with the consultation of Department Chairpersons.

B. Department Chairpersons should be notified by the business office as soon as possible of any incomplete orders.

C. Department Chairpersons shall be advised of, and involved in, secondary school curriculum planning for their own department.
ARTICLE XVI - SUPPORTING PROFESSIONAL SERVICES

Section 1: Guidance Counselors

A. The Board and the Association agree that the job description for Guidance Counselors in the Regulations of the Commissioner of Education of New York State is a workable statement.

B. The differential for a permanently certified guidance counselor and school psychologists is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>$3743</td>
</tr>
<tr>
<td>2008-09</td>
<td>$3907</td>
</tr>
<tr>
<td>2009-10</td>
<td>$4068</td>
</tr>
</tbody>
</table>

C. Guidance Counselors will follow the schedule established by the approved school calendar. They will, however, be required to work the additional days from the first working day in September until the last working day in June.

Section 2: Nurses will not be assigned cafeteria duty.

ARTICLE XVII - SCHOOL DAY

Section 1: If a teacher has sufficient reason to leave a school building during a non-instructional period, permission must be obtained from the building administration. Professional courtesy requires that the office of the building be notified of departure and return. The administration may hold faculty meetings at reasonable times in addition to the period of the instruction week.

Section 2: Lunch Period: All school teachers shall have a 30 minute duty free lunch period each day, except that a teacher may not leave the school premises unless permission has been granted pursuant to Section 1 above.

Section 3: Elementary school teachers will in addition to their lunch period have 2-1/2 hours per week preparation time during which, except in case of emergency or special periods for testing, inventory, etc., they will not be assigned to any other duties. Such preparation periods will be scheduled when the pupils in the teacher's class are under direct supervision of other certified personnel. A reasonable effort will be made to give elementary school teachers a minimum of 30 minutes of preparation time per day. The administration will meet with a committee of elementary teachers (appointed by the Association) in May of each year to secure their input for the planning of a schedule that will accomplish said goal. Consideration will be given to the proper utilization of specific area teachers (art, music, physical education, etc.), the availability of instructional personnel, physical facilities, educational criteria, and budgetary impact.
Section 4: Preparation time in Secondary Schools: Secondary school teachers except guidance teachers, nurses, and librarians will (except in cases of emergency) in addition to their lunch period, have at least one preparation period or its equivalent during which they will not be assigned to any other duties. Guidance teachers, nurses, and librarians will carry out their necessary preparations on an intermittent basis during the working day.

Section 5: Junior-Senior High School Bus Duty: If a "late" bus duty assignment overlaps an assigned extra-curricular responsibility, the administration will, except in an emergency, adjust the bus duty schedule to alleviate the conflict. It is the teacher's responsibility to bring the above to the District's attention.

Section 6: When the need for workshops arise, an effort will be made to consider conducting said workshop during the 9th period in the Junior-Senior High School or after student dismissal but before the customary end of the teacher day in the elementary schools. The utilization of a portion of a superintendent's conference day will also be considered. If a workshop is conducted on a superintendent's conference day no in-service credit will be awarded. The District will solicit input from teachers affected regarding the date and time of said workshop.

If the workshop is held outside the normal workday, then one-half of an in-service credit will be given for each 3-hour block of time if the workshop is presented during the week. If the workshop is presented on a Saturday, then the teacher shall be given one-half in-service credit for each 3-hour block of time plus paid at the rate of Article XXI Section 2.B.1 for said time.

This section is intended to deal with up to an eighteen (18) hours total per year per teacher.

In-service hours credited under this section shall not be subject to any maximum except for the salary schedule.

In-service credit will be applied to the salary schedule at the rate of eighteen (18) hours equals three (3) credit hours per year.

Updates on in-service credit hours will be given to bargaining unit members by November 1 of each school year. All in-service will be documented and credit hours accumulated from year to year until which time it becomes credit on the salary schedule.

Section 7: The school day is defined as 7 hours and 20 minutes.

Starting times will be as follows
Port Dickinson Elementary School
Teaching Staff: 8:30 am – 3:50 pm (Monday-Thursday)
8:30 am – 3:35 pm or last bus (Friday) – If the last bus arrives prior to 3:35 pm, teachers may leave at that time.

Student Day: 8:40 am – 3:15 pm (Monday-Friday)

Chenango Bridge Elementary School
Teaching Staff: 8:20 am – 3:40 pm (Monday-Thursday)
8:20 am – 3:25 pm or last bus (Friday) – If the last bus arrives prior to 3:25 pm, teachers may leave at that time.

Student Day: 8:30 am – 3:05 pm (Monday-Friday)

Middle/High School
Teaching Staff: 7:42 am – 3:10 pm (Monday-Thursday)
7:42 am – 2:35 pm (Friday)
High School teachers assigned a.m. Bus Duty will report by 7:35 am

Student Day: 7:52 am – 2:30 pm (Monday-Friday)

Bus duty assignments at Chenango Bridge, Port Dickinson, and the Middle School will begin five minutes prior to the students’ starting times (see above schedules). Morning bus duty at the High School will be assigned to a teacher. A teacher will report to this duty at 7:30 am, Monday through Friday, when school is in session. Teachers assigned to a.m. duty in the Middle School may leave ten (10) minutes early during the weeks of their assigned duty. Bus duty at each school building will conclude at the staff dismissal time as noted in the above schedules. Students not picked up by staff dismissal time will become the responsibility of the building administrator, except in emergency situations.

Section 8: Senior High Homeroom teachers and participating music instructors will be responsible for duties including Graduation Rehearsal, attendance at Graduation ceremonies and will receive one-half (1/2) day of paid leave time to be determined by the High School Principal.

ARTICLE XVIII - SCHOOL CALENDAR

Section 1: The Association recognizes the responsibility of the Board subject to the specific requirements of this contract to determine the School Calendar.
**Section 2:** The Board agrees to make available the proposed calendar to the Association prior to approval, and the Association shall have the right to make suggestions on the proposed calendar prior to its approval by the Board. In addition, on or about December 15, the Superintendent will confer with the President of the Association with respect to any suggestions the Association may have for a calendar for the next year.

**Section 3:** Length of Work Year: The work year of teachers shall begin no earlier than September 1 and end no later than June 30, and shall reflect the total number of days paid, vacation days, and instruction days as set forth in the calendar for the respective school year, except as within said period alterations are required by circumstances not under the control of the Board of Education in order to insure the minimum days of instruction to meet the requirements for State Aid.

**Section 4:** Elementary teachers shall be given one-half day during the last week of the first semester for clerical work. All days exceeding the necessary 180 state aid days shall be given elementary teachers, for clerical purposes, during the last week of school. Teachers will be given a minimum of two days for clerical time and up to two (2) of the remaining clerical days shall be available for curriculum and/or professional development if the District has not used all of the snow days.

**Section 5:** Kindergarten teachers will have two (2) half days per school year for parent-teacher conferences for a full day Kindergarten schedule.

**Section 6:** Middle school teachers shall be given one-half (1/2) day of clerical time during the last week of the first semester for planning purposes. The one-half (1/2) day in the last week of the first semester will occur on the same one-half (1/2) day given to elementary teachers as cited in Article XVIII-School Calendar, Section 4 in the current agreement between the Chenango Valley Teachers' Association and the Chenango Valley Central School District.

**ARTICLE XIX - INSURANCE**

**Section 1:** Liability Insurance - The Board shall carry liability insurance affording to persons included within this unit, for activities within the scope of their duties, coverage and limits at least equal to that currently provided by Utica Mutual Insurance Company.

**Section 2:** Health Insurance - Effective July 1, 2007, the individual employee will pay $293.00 toward the cost of the individual provisions of the Central New York Regionwide Plan ("Select Blue"). Effective July 1, 2008, the individual employee will pay $318.00 toward the cost of the individual provisions of the plan. Effective July 1, 2009, the individual employee will pay $343.00 toward the cost of the individual provisions of the plan.
Effective July 1, 2007, the teachers will pay ten (10%) percent plus $550.00 of the cost for the dependent provisions of the plan. Effective July 1, 2008, the teachers will pay ten (10%) percent plus $600.00 of the cost for the dependent provisions of the plan. Effective July 1, 2009, the teachers will pay ten (10%) percent plus $650.00 of the cost for the dependent provisions of the plan.

2007-08: $5/$10
2008-09: $5/$15
2009-10: $5/$15

It is further understood and agreed that there shall be included in the plan retired employees on or after June 30, 2003 in the plan at the same rate they were paying in their last year of active service to the district, (2) surviving spouse and dependents (as defined in the Internal Revenue Code) are coverable through payment by said spouse or dependents of one hundred percent (100%) of the cost of the plan, (3) disabled employees up to one year of coverage, and (4) a prescription drug rider with co-pays as stated above.

The parties shall form a committee to study the health insurance issues, including methods to reduce costs. This committee shall be advisory in nature.

Section 3: Dental Insurance - The District will cooperate in the maintenance of a Guardian/Orthodontics, Dental Insurance Plan. After July 1, 2007 the District will pay $51,000 in 2007-08, $52,000 in 2008-09, and $53,000 in 2009-10 toward the full premium charge for personal coverage of the plan for bargaining unit members and retirees who were formerly members of this bargaining unit.

ARTICLE XX - SALARY

Section 1:
This District hereby establishes the following salary schedule and principles of application for 2007-2010.
A. Effective 2007-08: 4.4% applied to the schedule including increment.
(i.e., a 4.4% salary increase for each returning teacher inclusive of increment.)

<table>
<thead>
<tr>
<th>Step</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BA</td>
<td>BA + 30</td>
<td>MA</td>
<td>BA + 60</td>
<td>MA + 30</td>
<td>MA + 60</td>
<td>Doctorate</td>
</tr>
<tr>
<td>1</td>
<td>38,410</td>
<td>39,195</td>
<td>39,590</td>
<td>39,982</td>
<td>40,771</td>
<td>41,556</td>
<td>42,343</td>
</tr>
<tr>
<td>2</td>
<td>38,987</td>
<td>39,807</td>
<td>40,219</td>
<td>40,628</td>
<td>41,452</td>
<td>42,272</td>
<td>43,093</td>
</tr>
<tr>
<td>3</td>
<td>40,138</td>
<td>40,957</td>
<td>41,370</td>
<td>41,779</td>
<td>42,603</td>
<td>43,422</td>
<td>44,244</td>
</tr>
<tr>
<td>4</td>
<td>40,587</td>
<td>41,439</td>
<td>41,868</td>
<td>42,294</td>
<td>43,151</td>
<td>44,003</td>
<td>44,857</td>
</tr>
<tr>
<td>5</td>
<td>41,695</td>
<td>42,547</td>
<td>42,976</td>
<td>43,401</td>
<td>44,258</td>
<td>45,110</td>
<td>45,964</td>
</tr>
<tr>
<td>6</td>
<td>42,126</td>
<td>43,012</td>
<td>43,457</td>
<td>43,899</td>
<td>44,789</td>
<td>45,675</td>
<td>46,562</td>
</tr>
<tr>
<td>7</td>
<td>43,074</td>
<td>43,958</td>
<td>44,405</td>
<td>44,847</td>
<td>45,737</td>
<td>46,622</td>
<td>47,509</td>
</tr>
<tr>
<td>8</td>
<td>44,020</td>
<td>44,906</td>
<td>45,351</td>
<td>45,794</td>
<td>46,685</td>
<td>47,570</td>
<td>48,457</td>
</tr>
<tr>
<td>9</td>
<td>45,006</td>
<td>45,892</td>
<td>46,338</td>
<td>46,780</td>
<td>47,670</td>
<td>48,554</td>
<td>49,442</td>
</tr>
<tr>
<td>10</td>
<td>45,992</td>
<td>46,877</td>
<td>47,323</td>
<td>47,766</td>
<td>48,655</td>
<td>49,540</td>
<td>50,427</td>
</tr>
<tr>
<td>11</td>
<td>47,014</td>
<td>47,900</td>
<td>48,345</td>
<td>48,787</td>
<td>49,677</td>
<td>50,563</td>
<td>51,450</td>
</tr>
<tr>
<td>12</td>
<td>48,028</td>
<td>48,915</td>
<td>49,360</td>
<td>49,802</td>
<td>50,691</td>
<td>51,577</td>
<td>52,464</td>
</tr>
<tr>
<td>13</td>
<td>49,106</td>
<td>49,993</td>
<td>50,437</td>
<td>50,882</td>
<td>51,769</td>
<td>52,656</td>
<td>53,544</td>
</tr>
<tr>
<td>14</td>
<td>49,737</td>
<td>50,624</td>
<td>51,068</td>
<td>51,511</td>
<td>52,400</td>
<td>53,287</td>
<td>54,174</td>
</tr>
<tr>
<td>15</td>
<td>50,397</td>
<td>51,284</td>
<td>51,729</td>
<td>52,172</td>
<td>53,060</td>
<td>53,947</td>
<td>54,835</td>
</tr>
<tr>
<td>16</td>
<td>51,058</td>
<td>51,942</td>
<td>52,389</td>
<td>52,831</td>
<td>53,721</td>
<td>54,605</td>
<td>55,493</td>
</tr>
<tr>
<td>17</td>
<td>51,752</td>
<td>52,637</td>
<td>53,083</td>
<td>53,526</td>
<td>54,414</td>
<td>55,299</td>
<td>56,187</td>
</tr>
<tr>
<td>18</td>
<td>52,447</td>
<td>53,331</td>
<td>53,777</td>
<td>54,220</td>
<td>55,109</td>
<td>55,994</td>
<td>56,881</td>
</tr>
<tr>
<td>19</td>
<td>53,200</td>
<td>54,089</td>
<td>54,532</td>
<td>54,975</td>
<td>55,882</td>
<td>56,748</td>
<td>57,635</td>
</tr>
<tr>
<td>20</td>
<td>53,955</td>
<td>54,841</td>
<td>55,285</td>
<td>55,728</td>
<td>56,616</td>
<td>57,500</td>
<td>58,388</td>
</tr>
<tr>
<td>21</td>
<td>54,707</td>
<td>55,595</td>
<td>56,040</td>
<td>56,482</td>
<td>57,369</td>
<td>58,257</td>
<td>59,145</td>
</tr>
<tr>
<td>22</td>
<td>55,529</td>
<td>56,414</td>
<td>56,859</td>
<td>57,302</td>
<td>58,190</td>
<td>59,075</td>
<td>59,963</td>
</tr>
<tr>
<td>23</td>
<td>56,414</td>
<td>57,302</td>
<td>57,747</td>
<td>58,190</td>
<td>59,075</td>
<td>59,966</td>
<td>60,852</td>
</tr>
<tr>
<td>24</td>
<td>57,460</td>
<td>58,411</td>
<td>58,892</td>
<td>59,366</td>
<td>60,320</td>
<td>61,274</td>
<td>62,229</td>
</tr>
<tr>
<td>25</td>
<td>58,508</td>
<td>59,534</td>
<td>60,556</td>
<td>61,071</td>
<td>62,055</td>
<td>62,607</td>
<td>63,766</td>
</tr>
<tr>
<td>26</td>
<td>59,783</td>
<td>60,843</td>
<td>61,896</td>
<td>62,132</td>
<td>63,213</td>
<td>64,003</td>
<td>64,938</td>
</tr>
<tr>
<td>27</td>
<td>60,722</td>
<td>61,841</td>
<td>62,955</td>
<td>63,185</td>
<td>64,329</td>
<td>65,120</td>
<td>66,087</td>
</tr>
<tr>
<td>28</td>
<td>61,660</td>
<td>62,821</td>
<td>64,004</td>
<td>64,243</td>
<td>64,946</td>
<td>66,235</td>
<td>67,230</td>
</tr>
<tr>
<td>29</td>
<td>62,599</td>
<td>63,831</td>
<td>65,061</td>
<td>65,296</td>
<td>66,059</td>
<td>67,348</td>
<td>68,374</td>
</tr>
<tr>
<td>30</td>
<td>63,539</td>
<td>64,827</td>
<td>66,114</td>
<td>66,351</td>
<td>67,172</td>
<td>68,523</td>
<td>69,609</td>
</tr>
<tr>
<td>31</td>
<td>64,473</td>
<td>65,826</td>
<td>67,172</td>
<td>67,408</td>
<td>68,287</td>
<td>69,636</td>
<td>70,750</td>
</tr>
<tr>
<td>32</td>
<td>65,414</td>
<td>66,820</td>
<td>68,230</td>
<td>68,462</td>
<td>69,403</td>
<td>70,751</td>
<td>71,895</td>
</tr>
<tr>
<td>33</td>
<td>66,351</td>
<td>67,819</td>
<td>69,282</td>
<td>69,518</td>
<td>70,518</td>
<td>71,885</td>
<td>73,038</td>
</tr>
<tr>
<td>34</td>
<td>67,289</td>
<td>68,816</td>
<td>70,339</td>
<td>70,574</td>
<td>71,629</td>
<td>72,979</td>
<td>74,181</td>
</tr>
<tr>
<td>35</td>
<td>68,230</td>
<td>69,811</td>
<td>71,393</td>
<td>71,629</td>
<td>72,744</td>
<td>74,093</td>
<td>75,325</td>
</tr>
<tr>
<td>36</td>
<td>69,165</td>
<td>70,809</td>
<td>72,450</td>
<td>72,685</td>
<td>73,856</td>
<td>75,208</td>
<td>76,469</td>
</tr>
<tr>
<td>37</td>
<td>70,102</td>
<td>71,807</td>
<td>73,507</td>
<td>73,740</td>
<td>74,970</td>
<td>76,320</td>
<td>77,610</td>
</tr>
<tr>
<td>38</td>
<td>71,513</td>
<td>73,272</td>
<td>75,027</td>
<td>75,283</td>
<td>76,554</td>
<td>77,963</td>
<td>79,315</td>
</tr>
<tr>
<td>39</td>
<td>72,921</td>
<td>74,739</td>
<td>76,554</td>
<td>76,789</td>
<td>78,141</td>
<td>79,604</td>
<td>81,012</td>
</tr>
<tr>
<td>40</td>
<td>74,328</td>
<td>76,200</td>
<td>78,078</td>
<td>78,315</td>
<td>79,721</td>
<td>81,246</td>
<td>82,710</td>
</tr>
<tr>
<td>41</td>
<td>75,733</td>
<td>77,668</td>
<td>79,604</td>
<td>79,837</td>
<td>81,303</td>
<td>82,832</td>
<td>84,329</td>
</tr>
<tr>
<td>42</td>
<td>77,143</td>
<td>79,134</td>
<td>81,127</td>
<td>81,363</td>
<td>82,888</td>
<td>84,412</td>
<td>85,936</td>
</tr>
<tr>
<td>43</td>
<td>78,548</td>
<td>80,603</td>
<td>82,651</td>
<td>82,888</td>
<td>84,473</td>
<td>85,998</td>
<td>87,554</td>
</tr>
<tr>
<td>44</td>
<td>79,957</td>
<td>82,066</td>
<td>84,176</td>
<td>84,412</td>
<td>86,053</td>
<td>87,579</td>
<td>89,163</td>
</tr>
</tbody>
</table>
B. Effective 2008-09: 4.4% applied to the schedule including increment.
(i.e., a 4.4% salary increase for each returning teacher inclusive of increment.)

<table>
<thead>
<tr>
<th>Step</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BA</td>
<td>BA + 30</td>
<td>MA</td>
<td>BA + 30</td>
<td>MA + 30</td>
<td>MA + 30</td>
<td>Doctorate</td>
</tr>
<tr>
<td>1</td>
<td>39,523</td>
<td>40,308</td>
<td>40,703</td>
<td>41,095</td>
<td>41,884</td>
<td>42,669</td>
<td>43,456</td>
</tr>
<tr>
<td>2</td>
<td>40,100</td>
<td>40,920</td>
<td>41,332</td>
<td>41,741</td>
<td>42,565</td>
<td>43,384</td>
<td>44,206</td>
</tr>
<tr>
<td>3</td>
<td>40,703</td>
<td>41,558</td>
<td>41,989</td>
<td>42,416</td>
<td>43,276</td>
<td>44,132</td>
<td>44,989</td>
</tr>
<tr>
<td>4</td>
<td>41,904</td>
<td>42,759</td>
<td>43,190</td>
<td>43,617</td>
<td>44,477</td>
<td>45,333</td>
<td>46,190</td>
</tr>
<tr>
<td>5</td>
<td>42,373</td>
<td>43,263</td>
<td>43,711</td>
<td>44,155</td>
<td>45,049</td>
<td>45,939</td>
<td>46,830</td>
</tr>
<tr>
<td>6</td>
<td>43,529</td>
<td>44,419</td>
<td>44,867</td>
<td>45,311</td>
<td>46,205</td>
<td>47,095</td>
<td>47,987</td>
</tr>
<tr>
<td>7</td>
<td>44,969</td>
<td>45,893</td>
<td>46,359</td>
<td>46,820</td>
<td>47,479</td>
<td>48,673</td>
<td>49,600</td>
</tr>
<tr>
<td>8</td>
<td>45,957</td>
<td>46,882</td>
<td>47,347</td>
<td>47,809</td>
<td>48,739</td>
<td>49,663</td>
<td>50,589</td>
</tr>
<tr>
<td>9</td>
<td>46,986</td>
<td>47,911</td>
<td>48,377</td>
<td>48,839</td>
<td>49,767</td>
<td>50,691</td>
<td>51,617</td>
</tr>
<tr>
<td>10</td>
<td>48,016</td>
<td>48,940</td>
<td>49,405</td>
<td>49,868</td>
<td>50,796</td>
<td>51,720</td>
<td>52,646</td>
</tr>
<tr>
<td>11</td>
<td>49,082</td>
<td>50,007</td>
<td>50,472</td>
<td>50,933</td>
<td>51,863</td>
<td>52,788</td>
<td>53,714</td>
</tr>
<tr>
<td>12</td>
<td>50,141</td>
<td>51,067</td>
<td>51,532</td>
<td>51,993</td>
<td>52,922</td>
<td>53,847</td>
<td>54,773</td>
</tr>
<tr>
<td>13</td>
<td>51,267</td>
<td>52,193</td>
<td>52,656</td>
<td>53,121</td>
<td>54,047</td>
<td>54,973</td>
<td>55,900</td>
</tr>
<tr>
<td>14</td>
<td>51,925</td>
<td>52,851</td>
<td>53,315</td>
<td>53,777</td>
<td>54,706</td>
<td>55,632</td>
<td>56,558</td>
</tr>
<tr>
<td>15</td>
<td>52,814</td>
<td>53,541</td>
<td>54,005</td>
<td>54,468</td>
<td>55,395</td>
<td>56,321</td>
<td>57,248</td>
</tr>
<tr>
<td>16</td>
<td>53,305</td>
<td>54,227</td>
<td>54,695</td>
<td>55,156</td>
<td>56,084</td>
<td>57,008</td>
<td>57,934</td>
</tr>
<tr>
<td>17</td>
<td>54,029</td>
<td>54,953</td>
<td>55,419</td>
<td>55,881</td>
<td>56,809</td>
<td>57,732</td>
<td>58,659</td>
</tr>
<tr>
<td>18</td>
<td>54,755</td>
<td>55,677</td>
<td>56,143</td>
<td>56,606</td>
<td>57,534</td>
<td>58,458</td>
<td>59,384</td>
</tr>
<tr>
<td>19</td>
<td>55,541</td>
<td>56,468</td>
<td>56,931</td>
<td>57,393</td>
<td>58,320</td>
<td>59,245</td>
<td>60,171</td>
</tr>
<tr>
<td>20</td>
<td>56,329</td>
<td>57,254</td>
<td>57,718</td>
<td>58,180</td>
<td>59,107</td>
<td>60,030</td>
<td>60,957</td>
</tr>
<tr>
<td>21</td>
<td>57,115</td>
<td>58,041</td>
<td>58,505</td>
<td>58,967</td>
<td>59,893</td>
<td>60,820</td>
<td>61,747</td>
</tr>
<tr>
<td>22</td>
<td>57,973</td>
<td>58,897</td>
<td>59,361</td>
<td>59,824</td>
<td>60,750</td>
<td>61,675</td>
<td>62,602</td>
</tr>
<tr>
<td>23</td>
<td>58,897</td>
<td>59,824</td>
<td>60,287</td>
<td>60,750</td>
<td>61,675</td>
<td>62,603</td>
<td>63,529</td>
</tr>
<tr>
<td>24</td>
<td>59,988</td>
<td>60,981</td>
<td>61,483</td>
<td>61,979</td>
<td>62,974</td>
<td>63,970</td>
<td>64,967</td>
</tr>
<tr>
<td>25</td>
<td>61,082</td>
<td>62,153</td>
<td>63,221</td>
<td>63,758</td>
<td>64,294</td>
<td>65,362</td>
<td>66,165</td>
</tr>
<tr>
<td>26</td>
<td>62,414</td>
<td>63,520</td>
<td>64,620</td>
<td>64,866</td>
<td>65,472</td>
<td>66,189</td>
<td>67,795</td>
</tr>
<tr>
<td>27</td>
<td>63,393</td>
<td>64,562</td>
<td>65,725</td>
<td>65,965</td>
<td>66,637</td>
<td>67,985</td>
<td>68,995</td>
</tr>
<tr>
<td>28</td>
<td>64,373</td>
<td>65,596</td>
<td>66,820</td>
<td>67,069</td>
<td>67,804</td>
<td>69,149</td>
<td>70,189</td>
</tr>
<tr>
<td>29</td>
<td>65,353</td>
<td>66,640</td>
<td>67,924</td>
<td>68,169</td>
<td>68,966</td>
<td>70,311</td>
<td>71,382</td>
</tr>
<tr>
<td>30</td>
<td>66,335</td>
<td>67,679</td>
<td>69,024</td>
<td>69,271</td>
<td>70,128</td>
<td>71,538</td>
<td>72,671</td>
</tr>
<tr>
<td>31</td>
<td>67,310</td>
<td>68,722</td>
<td>70,126</td>
<td>70,374</td>
<td>71,292</td>
<td>72,700</td>
<td>73,863</td>
</tr>
<tr>
<td>32</td>
<td>68,292</td>
<td>69,760</td>
<td>71,232</td>
<td>71,474</td>
<td>72,457</td>
<td>73,864</td>
<td>75,058</td>
</tr>
<tr>
<td>33</td>
<td>69,271</td>
<td>70,803</td>
<td>72,330</td>
<td>72,577</td>
<td>73,621</td>
<td>75,027</td>
<td>76,252</td>
</tr>
<tr>
<td>34</td>
<td>70,250</td>
<td>71,844</td>
<td>73,434</td>
<td>73,679</td>
<td>74,811</td>
<td>76,190</td>
<td>77,445</td>
</tr>
<tr>
<td>35</td>
<td>71,232</td>
<td>72,883</td>
<td>74,535</td>
<td>74,781</td>
<td>75,945</td>
<td>77,353</td>
<td>78,639</td>
</tr>
<tr>
<td>36</td>
<td>72,209</td>
<td>73,925</td>
<td>75,638</td>
<td>75,884</td>
<td>77,106</td>
<td>78,517</td>
<td>79,833</td>
</tr>
<tr>
<td>37</td>
<td>73,187</td>
<td>74,967</td>
<td>76,746</td>
<td>76,984</td>
<td>78,269</td>
<td>79,678</td>
<td>81,025</td>
</tr>
<tr>
<td>38</td>
<td>74,659</td>
<td>76,496</td>
<td>78,329</td>
<td>78,575</td>
<td>79,922</td>
<td>81,394</td>
<td>82,805</td>
</tr>
<tr>
<td>39</td>
<td>76,130</td>
<td>78,027</td>
<td>79,922</td>
<td>80,167</td>
<td>81,580</td>
<td>83,107</td>
<td>84,577</td>
</tr>
<tr>
<td>40</td>
<td>77,599</td>
<td>79,553</td>
<td>81,514</td>
<td>81,761</td>
<td>83,229</td>
<td>84,820</td>
<td>86,349</td>
</tr>
<tr>
<td>41</td>
<td>79,065</td>
<td>81,085</td>
<td>83,107</td>
<td>83,360</td>
<td>84,881</td>
<td>86,477</td>
<td>88,040</td>
</tr>
<tr>
<td>42</td>
<td>80,537</td>
<td>82,496</td>
<td>84,697</td>
<td>84,943</td>
<td>86,535</td>
<td>88,126</td>
<td>89,717</td>
</tr>
<tr>
<td>43</td>
<td>82,004</td>
<td>84,149</td>
<td>86,287</td>
<td>86,535</td>
<td>88,189</td>
<td>89,782</td>
<td>91,406</td>
</tr>
<tr>
<td>44</td>
<td>83,465</td>
<td>85,496</td>
<td>87,597</td>
<td>87,855</td>
<td>89,438</td>
<td>91,081</td>
<td>92,757</td>
</tr>
</tbody>
</table>

23
C. Effective 2009-10: 4.1% applied to the schedule including increment.  
(i.e., a 4.1% salary increase for each returning teacher inclusive of increment.)

<table>
<thead>
<tr>
<th>Step</th>
<th>BA</th>
<th>BA + 30</th>
<th>MA</th>
<th>BA + 60</th>
<th>MA + 30</th>
<th>MA + 60</th>
<th>Doctorate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>40,682</td>
<td>41,467</td>
<td>41,862</td>
<td>42,254</td>
<td>43,043</td>
<td>43,828</td>
<td>44,615</td>
</tr>
<tr>
<td>2</td>
<td>41,143</td>
<td>41,961</td>
<td>42,372</td>
<td>42,780</td>
<td>43,601</td>
<td>44,418</td>
<td>45,238</td>
</tr>
<tr>
<td>3</td>
<td>41,744</td>
<td>42,597</td>
<td>43,027</td>
<td>43,453</td>
<td>44,310</td>
<td>45,163</td>
<td>46,019</td>
</tr>
<tr>
<td>4</td>
<td>42,371</td>
<td>43,262</td>
<td>43,710</td>
<td>44,155</td>
<td>45,050</td>
<td>45,941</td>
<td>46,834</td>
</tr>
<tr>
<td>5</td>
<td>43,622</td>
<td>44,512</td>
<td>44,961</td>
<td>45,405</td>
<td>46,301</td>
<td>47,191</td>
<td>48,084</td>
</tr>
<tr>
<td>6</td>
<td>44,110</td>
<td>45,037</td>
<td>45,503</td>
<td>45,965</td>
<td>46,896</td>
<td>47,823</td>
<td>48,750</td>
</tr>
<tr>
<td>7</td>
<td>45,314</td>
<td>46,240</td>
<td>46,706</td>
<td>47,169</td>
<td>48,100</td>
<td>49,026</td>
<td>49,954</td>
</tr>
<tr>
<td>8</td>
<td>46,782</td>
<td>47,475</td>
<td>47,859</td>
<td>48,709</td>
<td>49,677</td>
<td>49,640</td>
<td>50,504</td>
</tr>
<tr>
<td>9</td>
<td>46,813</td>
<td>47,774</td>
<td>48,259</td>
<td>48,739</td>
<td>49,707</td>
<td>50,689</td>
<td>51,633</td>
</tr>
<tr>
<td>10</td>
<td>47,841</td>
<td>48,804</td>
<td>49,288</td>
<td>49,770</td>
<td>50,737</td>
<td>51,699</td>
<td>52,664</td>
</tr>
<tr>
<td>11</td>
<td>48,913</td>
<td>49,876</td>
<td>50,361</td>
<td>50,841</td>
<td>51,807</td>
<td>52,769</td>
<td>53,733</td>
</tr>
<tr>
<td>12</td>
<td>49,984</td>
<td>50,946</td>
<td>51,431</td>
<td>51,913</td>
<td>52,879</td>
<td>53,841</td>
<td>54,805</td>
</tr>
<tr>
<td>13</td>
<td>51,095</td>
<td>52,058</td>
<td>52,541</td>
<td>53,022</td>
<td>53,989</td>
<td>54,952</td>
<td>55,917</td>
</tr>
<tr>
<td>14</td>
<td>52,197</td>
<td>53,161</td>
<td>53,645</td>
<td>54,125</td>
<td>55,091</td>
<td>56,054</td>
<td>57,018</td>
</tr>
<tr>
<td>16</td>
<td>54,054</td>
<td>55,018</td>
<td>55,501</td>
<td>55,982</td>
<td>56,949</td>
<td>57,913</td>
<td>58,877</td>
</tr>
<tr>
<td>17</td>
<td>54,772</td>
<td>55,736</td>
<td>56,220</td>
<td>56,701</td>
<td>57,666</td>
<td>58,630</td>
<td>59,595</td>
</tr>
<tr>
<td>18</td>
<td>55,490</td>
<td>56,451</td>
<td>56,937</td>
<td>57,417</td>
<td>58,384</td>
<td>59,345</td>
<td>60,310</td>
</tr>
<tr>
<td>19</td>
<td>56,244</td>
<td>57,206</td>
<td>57,691</td>
<td>58,172</td>
<td>59,138</td>
<td>60,099</td>
<td>61,064</td>
</tr>
<tr>
<td>20</td>
<td>57,000</td>
<td>57,960</td>
<td>58,445</td>
<td>58,926</td>
<td>59,893</td>
<td>60,855</td>
<td>61,819</td>
</tr>
<tr>
<td>21</td>
<td>57,818</td>
<td>58,784</td>
<td>59,265</td>
<td>59,747</td>
<td>60,711</td>
<td>61,674</td>
<td>62,638</td>
</tr>
<tr>
<td>22</td>
<td>58,639</td>
<td>59,601</td>
<td>60,084</td>
<td>60,566</td>
<td>61,531</td>
<td>62,491</td>
<td>63,456</td>
</tr>
<tr>
<td>23</td>
<td>59,456</td>
<td>60,420</td>
<td>60,904</td>
<td>61,384</td>
<td>62,349</td>
<td>63,314</td>
<td>64,279</td>
</tr>
<tr>
<td>24</td>
<td>60,350</td>
<td>61,311</td>
<td>61,795</td>
<td>62,277</td>
<td>63,241</td>
<td>64,203</td>
<td>65,168</td>
</tr>
<tr>
<td>25</td>
<td>61,311</td>
<td>62,277</td>
<td>62,759</td>
<td>63,241</td>
<td>64,203</td>
<td>65,170</td>
<td>66,134</td>
</tr>
<tr>
<td>26</td>
<td>62,448</td>
<td>63,481</td>
<td>64,004</td>
<td>64,520</td>
<td>65,556</td>
<td>66,593</td>
<td>67,630</td>
</tr>
<tr>
<td>27</td>
<td>63,566</td>
<td>64,701</td>
<td>65,813</td>
<td>66,372</td>
<td>66,930</td>
<td>68,042</td>
<td>68,877</td>
</tr>
<tr>
<td>28</td>
<td>64,973</td>
<td>66,125</td>
<td>67,269</td>
<td>67,825</td>
<td>68,817</td>
<td>69,858</td>
<td>70,575</td>
</tr>
<tr>
<td>29</td>
<td>65,992</td>
<td>67,209</td>
<td>68,420</td>
<td>69,070</td>
<td>69,970</td>
<td>70,973</td>
<td>71,824</td>
</tr>
<tr>
<td>30</td>
<td>67,012</td>
<td>68,285</td>
<td>69,560</td>
<td>69,819</td>
<td>70,584</td>
<td>71,984</td>
<td>73,066</td>
</tr>
<tr>
<td>31</td>
<td>68,033</td>
<td>69,372</td>
<td>70,709</td>
<td>70,964</td>
<td>71,793</td>
<td>73,194</td>
<td>74,309</td>
</tr>
<tr>
<td>32</td>
<td>69,054</td>
<td>70,454</td>
<td>71,853</td>
<td>72,111</td>
<td>73,003</td>
<td>74,471</td>
<td>75,651</td>
</tr>
<tr>
<td>33</td>
<td>70,069</td>
<td>71,540</td>
<td>73,003</td>
<td>73,259</td>
<td>74,215</td>
<td>75,680</td>
<td>76,891</td>
</tr>
<tr>
<td>34</td>
<td>71,092</td>
<td>72,620</td>
<td>74,152</td>
<td>74,405</td>
<td>75,428</td>
<td>76,892</td>
<td>78,136</td>
</tr>
<tr>
<td>35</td>
<td>72,111</td>
<td>73,706</td>
<td>75,296</td>
<td>75,553</td>
<td>76,640</td>
<td>78,103</td>
<td>79,378</td>
</tr>
<tr>
<td>36</td>
<td>73,130</td>
<td>74,789</td>
<td>76,445</td>
<td>76,700</td>
<td>77,847</td>
<td>79,313</td>
<td>80,621</td>
</tr>
<tr>
<td>37</td>
<td>74,152</td>
<td>75,871</td>
<td>77,591</td>
<td>77,847</td>
<td>79,059</td>
<td>80,524</td>
<td>81,663</td>
</tr>
<tr>
<td>38</td>
<td>75,169</td>
<td>76,956</td>
<td>78,739</td>
<td>78,995</td>
<td>80,267</td>
<td>81,736</td>
<td>83,107</td>
</tr>
<tr>
<td>39</td>
<td>76,188</td>
<td>78,040</td>
<td>79,888</td>
<td>80,141</td>
<td>81,478</td>
<td>82,944</td>
<td>84,347</td>
</tr>
<tr>
<td>40</td>
<td>77,220</td>
<td>79,632</td>
<td>81,540</td>
<td>81,796</td>
<td>83,199</td>
<td>84,731</td>
<td>86,200</td>
</tr>
<tr>
<td>41</td>
<td>79,251</td>
<td>81,226</td>
<td>83,199</td>
<td>83,454</td>
<td>84,924</td>
<td>86,514</td>
<td>88,045</td>
</tr>
<tr>
<td>42</td>
<td>80,780</td>
<td>82,815</td>
<td>84,856</td>
<td>85,113</td>
<td>86,641</td>
<td>88,298</td>
<td>89,889</td>
</tr>
<tr>
<td>43</td>
<td>82,307</td>
<td>84,410</td>
<td>86,514</td>
<td>86,768</td>
<td>88,361</td>
<td>90,022</td>
<td>91,649</td>
</tr>
<tr>
<td>44</td>
<td>83,839</td>
<td>86,003</td>
<td>88,169</td>
<td>88,426</td>
<td>90,083</td>
<td>91,739</td>
<td>93,395</td>
</tr>
</tbody>
</table>
D. Column (1) shall apply to all full-time, fully certified teachers with less than five years of preparation. Column (2) shall apply to all full-time, fully certified teachers with a Baccalaureate Degree and who have completed a fifth year of preparation but less than six years of preparation. Column (3) shall apply to all said teachers with a Masters Degree. Column (4) shall apply to all said teachers with a Baccalaureate Degree who have completed a sixth year of preparation. Column (5) shall apply to all said teachers who have completed the M.A. Degree and 30 credit hours in graduate courses. Column (6) shall apply to all said teachers who have completed the M.A. Degree and 60 credit hours in graduate courses.

E. If a teacher contemplates taking courses and expects to receive salary credit for such courses, it shall be the responsibility of the teacher to have such courses approved by the Superintendent of Schools or his/her designee before the courses are taken.

It is agreed and understood by the parties hereto that without either side conceding or abandoning any interpretation it may have as to the legal effect of the existing contract, if the number of days in the teacher’s work year is increased by any change in any rule or regulation of the Commissioner of Education, or the Board of Regents, or any law enacted by the Legislature of New York, the parties will negotiate with respect to the salary for the additional work days.

Section 2: If an accredited teacher is hired in the teacher’s field of experience during the duration of this contract said teacher shall be placed upon the schedule set forth in Section 1 by being allowed at least one year credit for each year of experience as a certified teacher up to at least three (3) years.

Section 3: Remuneration for Adult Education teaching (if such a program is carried on by the District) and Home Teaching shall be at the per instructional hourly rate as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>$27.89</td>
</tr>
<tr>
<td>2008-09</td>
<td>$29.11</td>
</tr>
<tr>
<td>2009-10</td>
<td>$30.31</td>
</tr>
</tbody>
</table>

Any travel will be at the expense of the teacher if the teaching is within the district.

Section 4: Retirement – upon written letter of intent prior to January 15th, final written notice prior to March 1st, and effective June 30th of the member’s intention to retire, the bargaining unit member shall receive upon retirement $415.00 in 2008, $430.00 in 2009, and $445.00 in 2010 for each year of service, up to 35 years; in the Chenango Valley or constituent districts. The retiree shall receive said amount on July 1 of the year of retirement.
Definition of 'Retirement' - a retiree pursuant to the retirement eligibility requirements of the New York State Teachers Retirement System or resigns from the District at age 55 or older.

*Should an individual first become eligible during the time period between July 1st and the first day of school, for the subsequent year, said individual can retire on said date and still is eligible for the severance pay provided said individual gives notice by April 1st.

**Section 5:** Teaching Assistant

The starting salary for a teaching assistant shall be $20,000.

The starting salary for a teaching assistant with a BA shall be $21,500.

All Teaching Assistants will be assigned no more than two (2) duties per day.

Teaching Assistants will receive an annual raise of 4.4% in 2007-08, 4.4% in 2008-09 and 4.1% in 2009-10 in their base salary.

**Section 6:** Tuition fees will be waived for children of Chenango Valley Central School District teachers (including teachers who retire or become disabled while members of the bargaining unit) who live outside of the District yet wish their children to attend classes in the Chenango Valley Central School District.

**Section 7:** Teachers will be paid one-third of the difference of the BA and MA columns for the first block of 10 graduate hours and an additional one-third of the difference for the second block of 10 graduate hours. The appropriate step on the schedule shall determine the BA—MA row to be used.

**Section 8:** School Nurse

A. Returning school nurses shall receive a raise of $2,750 in the 2007-08 school year as well as an increase in salary for each year of the agreement as follows:
   - 2007-08: 4.4%
   - 2008-09: 4.4%
   - 2009-10: 4.1%

B. The starting salary for school nurses shall be:
   - 2007-08: $26,000
   - 2008-09: $27,000
   - 2009-10: $28,000

Nurse position in each building will be held by a registered nurse.
Section 9: Traveling Teachers

A. Signs will be placed at each school building to reserve parking places for traveling teachers who are required to provide instruction.

B. When scheduling traveling teachers, twenty (20) minutes will be allowed for travel and thirty (30) minutes for duty free lunch.

Section 10:

A. Chenango Valley teachers and nurses working in summer school position will be given the right of first refusal. The teaching and nursing positions will not be posted.

B. The rate of pay for summer school teachers and nurse will be at a rate of:

<table>
<thead>
<tr>
<th>Year</th>
<th>Partial Day</th>
<th>Normal Day</th>
<th>Outside the normal workday hourly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>$50.08</td>
<td>$115.55</td>
<td>$17.40</td>
</tr>
<tr>
<td>2008-09</td>
<td>$52.28</td>
<td>$120.63</td>
<td>$18.17</td>
</tr>
<tr>
<td>2009-10</td>
<td>$54.42</td>
<td>$125.58</td>
<td>$18.91</td>
</tr>
</tbody>
</table>

C. Each day, teachers will work three (3) forty (40) minute teaching periods with an additional 40 minutes for preparation Monday through Friday.

D. School nurses who are required to spend parts of weekends to carry out responsibilities (i.e. supervise class trips, field trips) will be compensated at a rate of:

Nursing duties may include the dispensing of medication and/or treating of emergency illnesses. Any extra hours shall be submitted to the administrator in charge for proper remuneration.

ARTICLE XXI - PAY PERIODS AND DEDUCTIONS

Section 1:

A. Payment of annual salary for professional staff will be divided into twenty-four payments for the school year September 1st through June 30. With the professional staff members on a ten-month basis, a final check in June which includes the equivalent of four (4) of the twenty-
four (24) payments will be received unless one of the options in Section B below is elected.

B. Prior to June 15 of the preceding school year a teacher may elect one of the following payment plans for his or her annual salary:

1. The annual salary will be divided into 20 equal payments with each check to be the same, starting with the second pay period of the school year.

2. The annual salary will be divided into twenty-six (26) payments. A final check in June will include the equivalent of six (6) of the twenty-six payments.

Section 2: The Board shall provide that, whenever duly authorized (except as in 4 and 6 below) by any teacher on a form or forms provided by the Board, payroll deductions on behalf of such teacher shall be made every payday, and paid over in accordance with such form or forms for any or all of the following:

1. Purchase of United States Savings Bonds
2. Donations to Broome County United Fund
3. Local Association Dues

a. The membership dues for the Association shall be continuous over a 20 payment period, commencing with the second pay in September. Dues deduction cards must be presented to the payroll clerk at least ten (10) days before the second payroll period. It is agreed that late requests will be honored at any time during the deduction period provided such requests are submitted two (2) weeks in advance.

b. Any employee may withdraw his/her authorization of the previous year upon written notice to the payroll office by September 15.

c. Information for tax purposes can be obtained from the stub attached to each check and will not be furnished separately by the payroll office.

d. Funds will be forwarded to the Association treasurer within 2 business days after each payday, together with a list of teachers from whom deductions were made, the amount withheld, and a summary of total amount deducted to date.

e. The Association retains the right to determine the appropriate authorization forms for dues deduction.
4. Vote Cope – Payroll deductions for Vote Cope will be deducted in four (4) equal installments beginning with the first pay period in October and ending with the last pay period in November of each school year.

5. Agency Fee
   a. The District shall, subject to Article XXVII Section 4, deduct an Agency Fee from the paycheck of each member of the bargaining unit represented by the CVTA. This deduction shall commence with the second pay period in September and shall be continuous for a 20 payment period.
   
   b. The District will, subject to Article XXVII Section 4, remit the amount of such Agency Fee in the same manner as local association dues.
   
   c. The CVTA will initially notify the District as to the total amount of the Agency Fee to be deducted by September 15th of each year.
   
   d. Should an employee commence service in the District after the start of the Agency Fee deduction, the Agency Fee due will be pro-rated and divided equally among the remaining paychecks in the school year.

6. Health Insurance and Dental Insurance

7. Premiums for Tax Sheltered Annuity (one change a year, i.e., 1 commencement or 1 cessation or 1 cessation/commencement)

8. Broome County Teachers Federal Credit Union

9. Repayment of loans to New York State Retirement System

10. NYSUT Benefit Trust

11. There shall be an IRS-125 Plan. Any changes in the plan (including startup and/or administrative fees) and/or the administrator shall be negotiated by the parties.

ARTICLE XXII - EXTRA-CURRICULAR ACTIVITIES

When any of the following Extra-Curricular Activities are included in the Board of Education program as a paid activity by the Board of Education for any school year within the effective period of this contract, the following remuneration and conditions shall apply:

Section 1: All existing clubs and organizations active at this time have been divided into two categories:

A. Those that function primarily during and as a ninth period activity.
B. Those that function consistently or entirely beyond the ninth period or in the evening.

1. All club advisors in category A will not receive any specified remuneration. They are, however, entitled to be reimbursed for reasonable expenses incurred in the course of their duties. These expenses are limited to travel, lodging, and meals. In addition, advisors are occasionally required to spend parts of weekends to carry out functions and will be compensated at the rate of $50.08 per partial day for 2007-08, $52.28 for 2008-09 and $54.43 for 2009-10; and $115.52 for 2007-08 for a day of at least equal length to a normal school day, $120.60 for 2008-09 and $125.55 for 2009-10. These functions must have prior administrative approval, and the function must be clearly identifiable as a recognized secondary club and the activity identifiable as one of that club. This provision is in no way intended to cover curricular activity.

2. The following clubs or organizations in group B will be compensated by an amount of money as noted:

<table>
<thead>
<tr>
<th>PORT DICKINSON ELEMENTARY/CHENANGO BRIDGE</th>
<th>2007-08</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chenango Bridge Art Club</td>
<td>$266.32</td>
<td>$278.04</td>
<td>$289.44</td>
</tr>
<tr>
<td>Chenango Bridge Book Club</td>
<td>$266.32</td>
<td>$278.04</td>
<td>$289.44</td>
</tr>
<tr>
<td>Chenango Bridge Chess Club 4th &amp; 5th Grade</td>
<td>$266.32</td>
<td>$278.04</td>
<td>$289.44</td>
</tr>
<tr>
<td>Chenango Bridge Chess Club 6th Grade</td>
<td>$266.32</td>
<td>$278.04</td>
<td>$289.44</td>
</tr>
<tr>
<td>Chenango Bridge Math Club</td>
<td>$266.32</td>
<td>$278.04</td>
<td>$289.44</td>
</tr>
<tr>
<td>Chenango Bridge Science Club</td>
<td>$266.32</td>
<td>$278.04</td>
<td>$289.44</td>
</tr>
<tr>
<td>6TH GRADE MUSICAL DIR. (two stipends @ the negotiated rate)</td>
<td>$553.13</td>
<td>$577.47</td>
<td>$601.15</td>
</tr>
<tr>
<td>HOMEWORK CLUB</td>
<td>$532.65</td>
<td>$556.09</td>
<td>$578.88</td>
</tr>
<tr>
<td>ODYSSEY OF THE MIND DIR.</td>
<td>$932.78</td>
<td>$973.83</td>
<td>$1,013.75</td>
</tr>
<tr>
<td>SKI CLUB</td>
<td>$1,146.85</td>
<td>$1,197.32</td>
<td>$1,246.41</td>
</tr>
<tr>
<td>STUDENT COUNCIL ADVISOR</td>
<td>$532.65</td>
<td>$556.09</td>
<td>$578.88</td>
</tr>
<tr>
<td>TALENT SHOW DIRECTOR</td>
<td>$266.32</td>
<td>$278.04</td>
<td>$289.44</td>
</tr>
<tr>
<td>YEARBOOK</td>
<td>$532.65</td>
<td>$556.09</td>
<td>$578.88</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MIDDLE SCHOOL</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADSIP</td>
<td>$532.65</td>
<td>$556.09</td>
<td>$578.88</td>
</tr>
<tr>
<td>Art Club</td>
<td>$455.00</td>
<td>$475.02</td>
<td>$494.50</td>
</tr>
<tr>
<td>CLASS ADVISOR - 7TH AND 8TH GRADES</td>
<td>$455.00</td>
<td>$475.02</td>
<td>$494.50</td>
</tr>
<tr>
<td>DRAMA CLUB</td>
<td>$410.63</td>
<td>$428.69</td>
<td>$446.27</td>
</tr>
<tr>
<td>HOMEWORK CLUB</td>
<td>$41.06</td>
<td>$42.87</td>
<td>$44.62</td>
</tr>
<tr>
<td>Jugglers Club</td>
<td>$455.00</td>
<td>$475.02</td>
<td>$494.50</td>
</tr>
<tr>
<td>SAAD ADVISOR</td>
<td>$533.39</td>
<td>$556.86</td>
<td>$579.69</td>
</tr>
<tr>
<td>SKI CLUB</td>
<td>$1,146.85</td>
<td>$1,197.32</td>
<td>$1,246.41</td>
</tr>
<tr>
<td>SHOW CHOIR (CHENANAGALS)</td>
<td>$1,065.03</td>
<td>$1,111.89</td>
<td>$1,157.47</td>
</tr>
<tr>
<td>STAGE/JAZZ BAND</td>
<td>$1,131.85</td>
<td>$1,181.65</td>
<td>$1,230.10</td>
</tr>
<tr>
<td>STUDENT COUNCIL ADVISOR (two stipends @ the negotiated rate or double if one)</td>
<td>$617.04</td>
<td>$644.18</td>
<td>$670.60</td>
</tr>
<tr>
<td>YEARBOOK</td>
<td>$863.00</td>
<td>$900.97</td>
<td>$937.91</td>
</tr>
<tr>
<td>MIDDLE SCHOOL HONOR SOCIETY</td>
<td>$932.78</td>
<td>$973.83</td>
<td>$1,013.75</td>
</tr>
<tr>
<td>Club/Music Department</td>
<td>2007-08</td>
<td>2008-09</td>
<td>2009-10</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>ART CLUB</td>
<td>$ 553.13</td>
<td>$ 577.47</td>
<td>$ 601.15</td>
</tr>
<tr>
<td>BOOK STORE ADVISOR</td>
<td>$ 1,091.47</td>
<td>$ 1,139.50</td>
<td>$ 1,186.21</td>
</tr>
<tr>
<td>CLASS ADVISOR - 9TH AND 10TH GRADES</td>
<td>$ 455.00</td>
<td>$ 475.02</td>
<td>$ 494.50</td>
</tr>
<tr>
<td>CLASS ADVISOR - SENIOR CLASS</td>
<td>$ 1,046.54</td>
<td>$ 1,092.58</td>
<td>$ 1,137.38</td>
</tr>
<tr>
<td>CLASS ADVISOR - SENIOR CLASS CO-ADVISORS</td>
<td>$ 750.00</td>
<td>$ 783.00</td>
<td>$ 815.10</td>
</tr>
<tr>
<td>CLASS ADVISOR - JUNIOR CLASS</td>
<td>$ 553.13</td>
<td>$ 577.47</td>
<td>$ 601.15</td>
</tr>
<tr>
<td>CHESS CLUB (per Hr. after the regular school day)</td>
<td>$ 53.62</td>
<td>$ 55.98</td>
<td>$ 58.27</td>
</tr>
<tr>
<td>DEBATE</td>
<td>$ 719.49</td>
<td>$ 751.15</td>
<td>$ 781.95</td>
</tr>
<tr>
<td>DRAMATICS ADVISOR</td>
<td>$ 2,501.96</td>
<td>$ 2,612.05</td>
<td>$ 2,719.14</td>
</tr>
<tr>
<td>DRAMATICS CO-DIRECTOR</td>
<td>$ 1,204.06</td>
<td>$ 1,257.04</td>
<td>$ 1,308.58</td>
</tr>
<tr>
<td>ENVIRONMENTAL CLUB</td>
<td>$ 645.28</td>
<td>$ 673.67</td>
<td>$ 701.29</td>
</tr>
<tr>
<td>French Club Advisor</td>
<td>$ 553.13</td>
<td>$ 577.47</td>
<td>$ 601.14</td>
</tr>
<tr>
<td>Gamers Club High School</td>
<td>$ 455.00</td>
<td>$ 475.02</td>
<td>$ 494.50</td>
</tr>
<tr>
<td>HONOR SOCIETY</td>
<td>$ 932.78</td>
<td>$ 973.83</td>
<td>$ 1,013.75</td>
</tr>
<tr>
<td>JAZZ BAND</td>
<td>$ 1,356.52</td>
<td>$ 1,416.21</td>
<td>$ 1,474.27</td>
</tr>
<tr>
<td>JAZZ CHOIR</td>
<td>$ 1,356.52</td>
<td>$ 1,416.21</td>
<td>$ 1,474.27</td>
</tr>
<tr>
<td>KEY CLUB</td>
<td>$ 553.13</td>
<td>$ 577.47</td>
<td>$ 601.15</td>
</tr>
<tr>
<td>LITERARY ARTS MAGAZINE (THE MINDS EYE)</td>
<td>51.55</td>
<td>53.82</td>
<td>56.18</td>
</tr>
<tr>
<td>MATHALETES</td>
<td>$ 53.62</td>
<td>$ 55.98</td>
<td>$ 58.27</td>
</tr>
<tr>
<td>MARCHING BAND - STEP 1</td>
<td>$ 3,212.13</td>
<td>$ 3,353.46</td>
<td>$ 3,490.95</td>
</tr>
<tr>
<td>MARCHING BAND - STEP 2</td>
<td>$ 3,771.88</td>
<td>$ 3,937.84</td>
<td>$ 4,099.29</td>
</tr>
<tr>
<td>MARCHING BAND SPECIALITY COORDINATOR</td>
<td>$ 745.09</td>
<td>$ 777.88</td>
<td>$ 809.77</td>
</tr>
<tr>
<td>MOCK TRIAL</td>
<td>$ 719.49</td>
<td>$ 751.15</td>
<td>$ 781.95</td>
</tr>
<tr>
<td>NYSSMA ALL COUNTY CHORUS (In addition to monies stated within article XXII)</td>
<td>$ 117.20</td>
<td>$ 122.36</td>
<td>$ 127.37</td>
</tr>
<tr>
<td>PEP BAND</td>
<td>$ 1,178.00</td>
<td>$ 1,229.83</td>
<td>$ 1,280.25</td>
</tr>
<tr>
<td>Power Lifting - Advisor</td>
<td>$ 455.00</td>
<td>$ 475.02</td>
<td>$ 494.50</td>
</tr>
<tr>
<td>SAAD ADVISOR</td>
<td>$ 1,336.92</td>
<td>$ 1,395.74</td>
<td>$ 1,452.96</td>
</tr>
<tr>
<td>SCHOOL NEWSPAPER</td>
<td>$ 1,356.52</td>
<td>$ 1,416.21</td>
<td>$ 1,474.27</td>
</tr>
<tr>
<td>SCIENCE OLYMPIAD ADV GR.7-12</td>
<td>$ 693.82</td>
<td>$ 724.35</td>
<td>$ 754.05</td>
</tr>
<tr>
<td>SKI CLUB</td>
<td>$ 1,144.65</td>
<td>$ 1,195.01</td>
<td>$ 1,244.01</td>
</tr>
<tr>
<td>STUDENT COUNCIL ADVISOR</td>
<td>$ 1,356.52</td>
<td>$ 1,416.21</td>
<td>$ 1,474.27</td>
</tr>
<tr>
<td>Theater Technical Advisor</td>
<td>$ 932.78</td>
<td>$ 973.83</td>
<td>$ 1,013.75</td>
</tr>
<tr>
<td>YEARBOOK</td>
<td>$ 2,695.97</td>
<td>$ 2,814.60</td>
<td>$ 2,938.44</td>
</tr>
<tr>
<td>YEARBOOK ASSISTANT</td>
<td>$ 745.09</td>
<td>$ 777.88</td>
<td>$ 809.77</td>
</tr>
</tbody>
</table>


3. Supervisory responsibility at athletic events will be reimbursed at the rate of, $16.42 per hour for 2007-08, $17.14 for 2008-09, and $17.85 for 2009-10 including ticket takers. The choice of personnel shall be an administrative function. Participation by the member of the unit shall be voluntary.

4. Curricular activities such as Intramurals, music programs not mentioned above, and field trips, shall be entitled to be reimbursed for reasonable expenses incurred in the course of the assigned teachers' duties on Saturdays and Sundays. These expenses are limited to travel, lodging, and meals. In addition, these teachers are occasionally required to spend parts of weekends (Saturdays, or Sundays, or four or more hours on Fridays after regular school hours) to carry out their functions and will be compensated at the rate of $50.08 per partial day for 2007-08, $52.28 for 2008-09 and $54.43 for 2009-10; and $115.52 for 2007-08 for a day of at least equal length to a normal school day, $120.60 for 2008-09 and $125.55 for 2009-10. The Friday supervisory time would be eligible for partial day payment. For these functions the number of teachers involved must have prior administrative approval, and the function must be clearly identifiable as one of that activity.

5. All clubs will be considered for reasonable transportation requests provided such transportation is available and within budgetary limits.

6. Teachers involved in the revisions/rewriting of Advanced Placement coursework will receive a choice of clerical time or payment at the curriculum work rate for each one-half (1/2) day (3 hours) or full (1) day (6 hours) of work as determined by the High School Principal.

7. SAT evening review classes and SAT proctoring of exams will be paid at the following hourly rates: 2007-08 - $31.59/hr; 2008-09 - $32.98/hr and 2009-10 - $35.74/hr.

Section 2: The Athletic Coaches' Salary Schedule is established as a three (3) step schedule by group.

<table>
<thead>
<tr>
<th>Groups</th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>4280</td>
<td>4646</td>
<td>5309</td>
</tr>
<tr>
<td>II</td>
<td>3236</td>
<td>3497</td>
<td>4008</td>
</tr>
<tr>
<td>III</td>
<td>2975</td>
<td>3236</td>
<td>3487</td>
</tr>
<tr>
<td>IV</td>
<td>2714</td>
<td>2975</td>
<td>3227</td>
</tr>
</tbody>
</table>
The listing of coaches is only a guide and the determination as to the number of coaches in each sport shall be made by the Superintendent of Schools or his/her designee.

**GROUP I**
- Varsity Football
- Varsity Wrestling
- Varsity Basketball

**GROUP II**
- Varsity Soccer
- Varsity Baseball
- Varsity Softball
- Varsity Volleyball
- Varsity Swimming
- Varsity Track
- Varsity X-Country (B&G)
- Varsity Lacrosse

All new appointees will be placed on Step 1.

All JV coaches with paid assistants and all varsity assistants will receive a stipend of $261 effective July 1, 2007, $272 effective July 1, 2008, and $284 effective July 1, 2009.

In the 2007-08, 2008-09, 2009-10 school years, movement within the schedule will be based upon years of experience in the same position within the District.

If any coaches move to a higher group within the same generic sport, he/she shall receive a salary in the new position as set forth on the above schedule or at the salary he/she would have received had he/she not been promoted, whichever is higher.

Both parties agree that during the term of this agreement coaches who continue after the third year will receive a percentage increase equal to the negotiated contractual increase for that year.

**Section 3**: Coaches salaries will be paid in two (2) equal checks, one at midpoint and one at end of season, with taxes and other withholdings determined independently of coaches' other compensation.

**ARTICLE XXIII - LEAVES OF ABSENCE**

The periods of LEAVES OF ABSENCE and conditions thereof for the District are as follows:
Section 1: Each teacher shall be allowed fifteen days "sick leave" absence from school each year of service within the district, beginning July 1, 1963, by reason of personal illness at full pay, cumulative to one hundred eighty-five days at full pay, with each teacher to retain any unused accumulated sick leave accumulated under the regulations in effect prior to September 1, 1963, but with accumulated half days to be pro-rata reduced to full days. Leave accumulated hereunder shall be accumulated subject to the same rights as if accumulated pursuant to (Sec. 3005-b) of the Education Law. Bargaining unit members who attain perfect attendance for one (1) consecutive school year (no sick days and no more than one (1) personal day with reason and one (1) personal day without reason utilized) will receive a $425.00 stipend to be paid following the completion of each full year of consecutive service.

Section 2: One personal day, with pay, (without explanation by the teacher) will be granted by the Superintendent of Schools, provided that not more than five percent (5%) of the staff shall be granted such leave on the same date and provided further that the teacher will, whenever possible, request such personal day at least three (3) school days prior to the date of the proposed absence. Such days shall not be available for vacation or recreational purposes.

Section 3: Miscellaneous leaves of absence with or without pay up to a total of nine (9) days in any one year for purposes other than set forth above may be granted at the discretion of the Superintendent of Schools.

A. Such days shall not customarily be available for vacation or recreation. Applications will be acted upon in light of facts and circumstances existing at the time. Past practice, as it relates to vacation and recreation purposes, shall be no effect. The Superintendent's discretion on granting or denying such leave shall be conclusive and the same shall not be subject to further review in any forum.

Section 4: Any leave of absence in excess of two weeks must be ratified by the Board of Education, and if it is for a purpose other than set forth above, be subject to such additional rules and regulations as it may impose.

Section 5: Personal or visiting days will not be granted on Superintendent's Conference Days as well as on the day before or the day immediately after a vacation period. (Specifically, Thanksgiving, Christmas and Easter periods.) This regulation does not apply to days granted because of death or illness in the immediate family.

Section 6: All sick leave is subject to the approval of the Superintendent of Schools and proof of illness satisfactory to him/her must be submitted at his/her request.
Section 7: Child Care Leave

A. Upon a request, a teacher shall be granted a child care leave for a period of up to two years, provided:

1. a written request is made at least thirty (30) days prior to commencement of the leave;
2. the child concerned, whether natural or adopted, is under the age of two (2) years at the inception of the leave;
3. the other spouse, if any, does not also have a child care, or equivalent leave, and
4. the applicant has not had a similar leave during the two years preceding the date of commencement of leave.

B. The teacher may return at the beginning of a semester provided he/she gives thirty (30) days written notice of his/her intent to return.

Section 8: Jury Duty

Personnel summoned for jury duty or subpoenaed testimony during regularly scheduled work days will continue to receive their regular pay. The teacher will reimburse the District compensation received from the Court, less mileage. Absence for jury duty or subpoenaed testimony is exclusive from other leave provisions of this contract.

Section 9: Sabbatical Leave

It is hereby declared the policy of this School District that sabbatical leaves will be granted by the Board of Education to members of the teaching staff of this district within the following guidelines:

A. Eligibility: To be considered for sabbatical leave, a staff member must meet the following requirements:

1. be a qualified staff member.
2. have completed at the commencement of any leave period seven (7) years as an employee of the District.
3. made application by March 1 preceding the year for which sabbatical is applied.
4. agree not to accept employment with any other elementary or secondary public school system within the State while on leave.

B. Terms and Conditions: Teachers eligible for sabbatical grants will have the option of one (1) of the following sabbatical plans. In any case the leave must be for the purpose of planned study. Study can include
travel and similar participation experiences if submitted as part of a planned program. At least two (2) years of future service following the completion of the leave must be guaranteed by the applicant as a condition of the leave.

Plan 1. A sabbatical grant for one (1) school semester at full pay.
Plan 2. A sabbatical grant for one (1) school year at half pay.

C. Criteria for Selection:

1. The number on sabbatical leave will not exceed approximately one (1) percent of the staff per year.
2. Consideration in selection will be given to seniority and to the reasonable availability of proper replacement for personnel desiring leave.
3. The relative benefit to the school of the applicant's planned educational program will be considered.
4. The applicant must have the recommendation of the Superintendent of Schools and the approval of the Board of Education.

Section 10: Sick Leave Bank

A. The Sick Leave Bank will be used to cover illness of a catastrophic nature or accidents requiring an extended stay in hospital, nursing home, or convalescent unit necessary for therapy or rehabilitation. The Sick Leave Bank is to provide for extended sick leave for a bargaining unit member who has exhausted his/her personal sick time allotment. Any potential applicant may apply for leave under this Bank on or after five (5) days prior to the time the member has exhausted his/her accumulated sick leave. When the member is deemed to qualify as hereinafter set forth, such applicant will be compensated at the regular rate of pay retroactive to the first day of long term illness following which his/her accumulated sick leave has expired, subject, however, to the duration of the approved extended sick leave.

B. One sick leave day shall be deducted each year commencing with the current year from the personal sick leave accumulation of each teacher and placed in the Sick Leave Bank until a total accumulation of two hundred (200) is achieved.

C. Once the Bank is fully funded, when the accumulated days fall below 200, each member of the unit will contribute from his/her entitled sick leave an additional day or days to restore the 200 day credit.
D. Written request for utilization of Sick Bank days by an individual member of the unit shall be accompanied by a doctor's statement that the applicant cannot work and is unable to perform substitute duty due to illness and setting forth the doctor's opinion as to the probable date of return. The request shall be submitted to the Superintendent of Schools who shall have sole authority over the approval or disapproval of the request. The Superintendent will provide each applicant with a written response to his/her request. The decisions of the Superintendent shall be final and binding upon all parties with respect to the administration of the Sick Leave Bank.

The decision of the Superintendent under this paragraph D is reviewable under the grievance procedure only if that decision is arbitrary and/or capricious under the facts and circumstances existing at the time of decision and apart from any previous practice.

E. Withdrawals for any individual will be limited to a total of sixty (60) days per application. When a member's absence extends beyond the 60 day coverage, the member may then reapply, complying with "D" and subject to "D" above, to the Superintendent for further coverage.

F. Until the bank is fully funded in the event that more than one applicant applies and that insufficient days remain in the Bank, days may be apportioned among two or more applicants by the Superintendent and this allocation shall not be subject to the grievance procedures herein set forth.

ARTICLE XXIV - GRIEVANCE PROCEDURE

In order to insure a harmonious and cooperative relationship between teachers, administrators and the Board of Education of the Chenango Valley Central School District, it is declared to be the purpose of this grievance procedure to provide an orderly settlement of differences promptly and fairly as herein provided.

1. Should any difference arise between the Board and the Association as to the meaning and application of, or compliance with, the provisions of this agreement, or should any employee have a grievance with respect thereto, an honest effort shall be made to settle the same promptly through the following procedure in the order specified:

First Stage.

A. The first stage of the grievance procedure shall consist of the aggrieved party orally informing his/her immediate superior as to the nature of his/her grievance and his/her immediate superior shall confer with him/her and after such reasonable investigation
as the immediate superior shall deem necessary, advise the aggrieved party as to his/her decision concerning the grievance. This decision can be rendered orally and informally.

B. The first stage must be instituted by the aggrieved party within 30 school days of the occurrence of the act which is the basis of the grievance.

C. The first stage shall be regarded as concluded on the date that the immediate superior informs the aggrieved party of the disposition of the grievance, or seven (7) school days after the first stage is instituted, whichever occurs first.

Second Stage.

A. If the grievance has not been resolved at the conclusion of the first stage, the aggrieved party may submit a written statement to the Superintendent of Schools requesting a review of the determination of the immediate superior. The written statement must be delivered personally to the Superintendent of Schools or mailed to the Superintendent of Schools at the Board of Education Office by registered mail, postage prepaid.

B. The second stage must be instituted within 10 school days from the conclusion of the first stage.

C. The second stage shall be regarded as concluded on the date the Superintendent informs the aggrieved party of the disposition of the grievance, or 15 school days after the second stage is instituted, whichever occurs first.

Third Stage.

A. If the aggrieved party is not satisfied with the disposition of the grievance at the second stage, he/she may submit the written notice of disagreement to the Board of Education for review, within ten school days from the conclusion of the second stage, with a copy to the Superintendent of Schools office. The written request must be delivered personally to the President of the Board of Education or to the Clerk of the Board of Education, or mailed to the Board of Education office by registered mail, postage prepaid.

B. If requested, the aggrieved party shall be granted a hearing before the Board of Education. The hearing shall be conducted in executive session within 30 calendar days from the receipt of their written request for review. The Board will render its decision in writing, not later than fifteen school days after the hearing.
Fourth Stage.

A. If the Association is not satisfied with the disposition of the grievance at the third stage it may, within 30 calendar days from mailing by registered mail postage prepaid, commence a breach of contract or declaratory judgment action in Broome County Supreme Court.

Each party is responsible for its own costs, expenses, fees and attorney fees at all stages.

Once the appeal process is exhausted by both parties, the decision will be final and binding.

1. Definition: Immediate superior means the building principal of the building to which the teacher is primarily assigned.

2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred provided that such time limits may be waived by mutual agreement in writing, signed by the aggrieved party and the Superintendent of Schools.

3. The aggrieved party shall have the right at any stage of the grievance procedure, at which witnesses are called, to confront and cross-examine all witnesses called to testify against the aggrieved party and to call witnesses on his/her own behalf, and if affidavits are submitted the aggrieved party shall have the right to file answering affidavits.

4. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies herein provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other legal remedy.

5. A "school day" for the purpose of computing time periods under Section 1 shall be a day on the school calendar designated for student attendance except that for the purpose of computing "school days" under First-Stage B if the act occurs less than thirty (30) school days preceding the last student attendance day of the school year, "school days" shall be counted as if they were "business days."
If a grievance is not resolved by June 30th of a given year, the parties may mutually agree in writing to treat "school days" as "business days" from the period of July 1st to August 31st inclusive, as it applies to the specific grievance.

Nothing in this Section 6 shall be interpreted as extending a contract that would, except for this Section 6, have expired.

6. All documents, communications, and records relating to the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE XXV - PUPILS

Section 1: When any pupil who is known by the Guidance or Health Department or the administration to have a health problem or an emotional problem, or a severe discipline problem, and in the judgment of the said Guidance or Health Department or the administration, such information would have a significant impact upon a classroom situation, then the Guidance or Health Department, or the administration will notify the homeroom and classroom and special teacher to which such student is assigned as soon as reasonably possible provided the same can be done in keeping with the best interest of the student and without violation of a confidential relationship.

Section 2: The Board agrees that proper placement of students is a worthy objective and encourages teachers to notify administration of any student who may require alternative placement and/or additional assistance through program modification.

As part of the notification process the teacher shall place in writing all facts and circumstances that the teacher believes form a basis for considering a change in placement together with a description of any special programs, assistance, or methods that the teacher has undertaken to solve the student's problems within the confines of the student's current placement.

Upon receipt of notification together with the material required by the preceding paragraph, the principal will review the recommendation and confer with the teacher concerning it.

If the principal's review indicates that an analysis of the student's classroom performance is warranted, the principal's communication to the teacher will include the initial course of action that is to be followed in making the analysis of the student's classroom performance. The teacher
will if such communication is permitted by applicable laws and by the regulations of the Commissioner of Education be periodically informed in writing regarding the progress of the analysis.

ARTICLE XXVI - COMMITTEES

Section 1: Building Liaison Committee. Nothing in this article shall limit in any way the responsibility of the principal to discuss school problems and policies with the staff individually, in committees or departments or in staff meetings. (The liaison committee is considered an additional avenue of communication.)

A. In each building the Chenango Valley Teachers Association may select a liaison committee to discuss with the principal problems that may arise from the day to day operation of the building.

B. The function of this committee is to cooperate with the principal concerning problems as they arise, and to make recommendations.

C. Meetings will be monthly or at a mutually agreeable time to both the committee and the principal. These meetings shall not interfere with regular classroom instruction.

D. Any changes in operation of a procedure arrived at mutually will be distributed to all staff members of the building.

E. When recommendations of the committee are not implemented, a representative of the Administration will meet with the committee to give its rationale.

ARTICLE XXVII - SUBSTITUTES

Section 1: The District will welcome teacher suggestions for substitutes and teacher comments regarding substitutes utilized.

Section 2:

A. The parties agree that long-term substitutes, as defined below are included in the bargaining unit:

Definition: A long-term substitute is a teacher employed for a prospective finite term of 20 weeks or more who substitutes for a duly-appointed teacher of the District who is granted a leave of absence by the District.
B. Article XIX notwithstanding, long-term substitutes will be paid pro-rata for the period served at a salary based upon the salary for Step 1, Column (1), of the schedule set forth in Article XIX, Section 1.

C. Article XVII notwithstanding, long-term substitutes will be entitled to the individual coverage of Article XVIII, Section 2 and 3 from the time they are permitted to be covered under the terms of the policies in effect until the earliest time the applicable policy permits termination coverage after their employment has ceased. If said teacher elects the dependent coverage of Sections 2 or 3, said teacher shall be responsible for paying the dollar amount over and above the cost of the individual coverage.

D. The District will make an effort to observe long term substitutes both to provide assistance to these teachers and to enhance the quality of instruction. If evaluations are performed, the following sections will apply: Article XI, Section 2, Section 3, Section 5, Section 6, Section 7, and Section 8, and all of Article XIII.

E. Long-term substitutes shall be allowed sick days on a pro-rata, non-cumulative basis (i.e., a full semester substitute would be entitled to 7-1/2 sick leave days). Personal leave days as otherwise provided for in Article XXII, Section 3, will be subject to pro-ration.

F. All other provisions (unless referred to above or specified in other articles of this agreement) shall apply to long-term substitutes except the following: Article VI; Article XI except as set forth above: Article XII, Section 2; Article XX, Section 1; Article XXII, Section 7, 9.

G. When the term of substituting is not prospective then the following shall apply:

"When any substitute shall be continued in the same substitute position after having completed the previous school semester in that position, said substitute shall for the continuation of that substitute position be accorded all the benefits provided for herein for a 'long-term substitute,' except for medical and dental coverage."

ARTICLE XXVIII

Section 1: This Agreement shall constitute the full and complete commitments between both parties with respect to items negotiated. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until its expiration as herein provided or until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of public educational process, it is likewise recognized that negotiable matters may arise of vital mutual concern to the parties which have not been negotiated between them.
Section 2: The Board has the right to adopt reasonable administrative rules and regulations. If these rules impact terms and conditions of employment, the Association's right to bargain said change will be governed by the Taylor Law.

Section 3: This Agreement shall supersede any rules or regulations of the Board which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established rules and regulations of the Board.

Section 4: If any provision of this agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 5: This Agreement shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2010.

STATUTORY NOTICE

"1. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

By: President - Chenango Valley Teachers Association

By: President - Chenango Valley Board of Education

By: Superintendent of Schools

Dated this 26th day of November, 2007.
MEMORANDUM OF UNDERSTANDING

It is agreed and understood by the parties hereto that without either side conceding or abandoning any interpretation it may have as to the legal effect of the existing contract, if the number of days in the teacher's work year is increased by any change in any rule or regulation of the Commissioner of Education, or the Board of Regents, or any law enacted by the Legislature of New York, the parties will negotiate with respect to the salary for the additional work days.

CHENANGO VALLEY CENTRAL SCHOOL DISTRICT

By [Signature]

President, Board of Education

By [Signature]

Superintendent of Schools

CHENANGO VALLEY TEACHERS ASSOCIATION

By [Signature]

President, Association
MENTOR PROGRAM APPLICATION

I, _____________________________ am interested in becoming a Mentor Teacher in the Chenango Valley School District.

I understand that I need to be available in late August for two days of training and to attend the new teacher orientation day if selected as a mentor.

I understand that I will be paid for training days.

I understand that I may not be needed a mentor this school year.

Selection for this program is based on the number of new teachers, their assignments, buildings, experience level, and other criteria that cannot be predicted at this time.

Mentors who are selected will receive $783 in 2007-08, $817 in 2008-09 and $851 in 2009-10 stipend for the year.

Guides who are selected will receive $261 in 2007-08, $272 in 2008-09 and $284 in 2009-10 stipend for the year.

Please return this form to your Building Principal by June 9.
JOURNAL SAMPLE

November 4th, Period 3, 40 minutes

Fred came into my class 3rd period to observe a cooperative learning activity. We discussed the formation of student groups and the social skills students needed to be taught beforehand. He seemed eager to try to adapt this strategy to his subject area. I mentioned formal training as an option at BOCES.

November 11th, 4:00 p.m., 30 minutes

Fred has some questions about how to “do” report cards. We discussed the process and the related record keeping. I showed him some sample comments I had sent home on my report cards.

December 9th, common planning time, 30 minutes

I showed Fred catalogs that had some of the materials he had on his wish list for next year. I told him to make a copy of his budget to check to make sure he got all his materials in September.

December 11th, phone call at home, 15 minutes

Fred called because he was upset about a parent conference he had after school. I calmed him down and promised to meet with him tomorrow.
Chenango Valley Central School District

Annual Performance Review Model
For
Teachers

May 2000
Table of Contents

I. Annual Performance Review Philosophy ........................................... Page 3
II. Annual Performance Review Goals .................................................. Page 4
III. Annual Performance Review S.E.D. Mandates ................................ Page 5
IV. Annual Performance Review Evaluation Criteria ............................... Page 6
V. Tenured Teacher/Tenured Pupil Personnel Staff Member Evaluation – Self-Directed Option ................................................ Page 7
VI. Tenured Teacher/Tenured Pupil Personnel Staff Member Evaluation – Peer Partnering Option .......................................... Page 7
VII. Tenured Teacher/Tenured Pupil Personnel Staff Evaluation – Portfolio Review Option .................................................. Page 9
VIII. Tenured Teacher/Tenured Pupil Personnel Staff Evaluation – Administrative Evaluation Option ....................................... Page 9
IX. Summative Evaluation ........................................................................ Page 10
X. Non-Tenured Teacher Evaluations ..................................................... Page 11
XI. Conclusion ....................................................................................... Page 12
Chenango Valley Central School District

Annual Performance Review Philosophy

☐ Design the performance review process to be more meaningful

☐ Expand the methods of evaluation for annual review of tenured teachers/pupil personnel staff

☐ Strengthen the remediation process for teachers/pupil personnel staff at risk

☐ Provide quality mentoring assistance for new staff members
Annual Performance Review Goals

☐ Develop an evaluation plan that is flexible and easy to follow

☐ Empower teachers to develop creative lessons without losing focus of the Learning Standards

☐ Submit best teaching practices for sharing with others

☐ Provide a menu of evaluation/assessment opportunities for the building administrator and tenured teacher/pupil personnel staff members to mutually decide upon prior to inception of each annual performance review cycle

☐ Develop a formal teacher mentor program
Annual Performance Review
State Education Department Mandates

☐ School Board adoption by September 1, 2000
☐ Development of flexible plan to meet all professional levels
☐ Emphasis on professional growth
☐ Recognize and address need for improvement of a variety of professional skills
☐ Annual Performance Review formally negotiated into Teachers’ contract
Annual Performance Review Evaluation Criteria

Performance Review Plan for Tenured Teachers/Pupil Personnel Staff

The Performance Review Plan for tenured teachers/pupil personnel staff will describe methods the district will employ to assess performance including the Self-Directed Option, Peer Partnering Option, Portfolio Review Option, and Administrative Evaluation Option. Additional formats will be developed for professional staff members assigned to specialized areas including Nurses and Social Workers.

Performance Review Plan for Non-Tenured Teachers/Provisional Certificate Personnel

According to New York State Education Department Regulations regarding Annual Performance Review, teachers/pupil personnel staff possessing a provisional/temporary certificate will be evaluated via the Administrative Evaluation method as well as a yearly summative evaluation report. Additionally, provisional/temporary certificate personnel will be required to include a Portfolio as part of the annual review process.
Tenured Teacher/Pupil Personnel Staff Member Evaluation Options

Self-Directed Option
The tenured teacher and/or tenured pupil personnel staff member will work independently on a program of professional growth. In the Self-Directed Option, the individual follows a plan relating to one or more of the specific skills of criteria established by the State Education Department: Content Knowledge, Preparation, Instructional Delivery, Classroom Management, Staff Development, Student Assessment, Collaboration, and Reflective Practices.

Following a self-assessment of the individual’s professional needs, each teacher/pupil personnel provider will work cooperatively with his/her supervising administrator to establish goals, expectations, and conditions relating to fulfillment of the Self-Directed Option.

Steps
1. Goal Setting
   (a) Preliminary goal setting meeting by September 15th
   (b) A written plan for the Self-Directed Option submitted to the Supervising Administrator and Department Chairperson (if Applicable) by October 1st will include:
      (i) Goal(s)
      (ii) Length of project
      (iii) Proposed activities
      (iv) Means of assessing program

2. Periodic Written Assessment of Progress
   (a) Collaborative meeting to review written plan (goals, length of project, proposed activities, means of assessment) with the Supervising Administrator, Department Chairperson (if applicable) and teacher/pupil personnel provider to be held by October 1st
   (b) Approval of plan by Supervising Administrator returned to teacher/pupil personnel staff member by October 31st
   (c) Mid-year assessment meeting (teacher, dept. chairperson, and supervising administrator) by February 1st
   (d) Year-end assessment meeting with teacher and Supervising Administrator by the end of each school year

Peer Partnering Option
The Peer Partnering Option is intended to promote shared responsibility for professional growth by establishing a collegial atmosphere to improve instruction and student learning. The Per Mentoring Model will focus on one or more of the specific skills of criteria established by the State Education Department: Content Knowledge, Preparation, Instructional Delivery, Classroom Management, Staff Development, Student Assessment, Collaboration, and Reflective Practices.
Tenured Teacher/Pupil Personnel Staff Member Evaluation Options

The basic format of this option involves the peer providing specific and objective feedback to his/her partner following a documented written pre-conference, observation, and post-conference. As the partnership between the peers develop, each may suggest ways of improving a lesson or make suggestions for professional growth. Definitions used the peer partnering model include:

**PEER** – Any teacher, pupil personnel staff member, or administrator

**PARTNER** – One who helps a peer practice and assess his/her practice by providing objective data based on commonly understood criteria (see above).

**VISITATION** – Classroom observation done by a partner. There will be at least three (3) or more visitations done during each school year for a minimum duration of twenty (20) minutes each.

**Steps**

1. **Goal Setting**
   
   (a) Preliminary goal setting meeting by September 15th
   
   (b) A written plan for the Peer Partnering Option submitted to the Supervising Administrator and Department Chairperson (if applicable) by October 1st will include:
   
   (i) Goal(s)
   
   (ii) Length of project
   
   (iii) Proposed activities
   
   (iv) Means of assessing program

2. **Periodic Written Assessment of Progress**
   
   (a) Collaborative meeting to review written plan (goals, length of project, proposed activities, means of assessment) with the Supervising Administrator, Department Chairperson (if applicable) and teacher/pupil personnel provider to be held by October 1st
   
   (b) Approval of plan by Supervising Administrator and returned to teacher/pupil personnel staff member by October 31st
   
   (c) Mid-year assessment meeting (teacher, dept. chairperson, and supervising administrator) by February 1st
   
   (d) Year-end assessment meeting with teacher, Supervising Administrator and Department Chairperson (if applicable) by the end of each school year
Tenured Teacher/Pupil Personnel Staff Member Evaluation Options (cont’d)

**Portfolio Review Option**
The Portfolio Review Option for tenured teachers and pupil personnel staff may include the following materials: sample lesson plans, samples of student work, student assessment instruments, video of counseling session, video of teaching performance, teacher/pupil personnel providers’ reflection of counseling session or classroom performance, leading a professional study group, etc. The Portfolio Review Option will focus on one or more of the Annual Review criteria developed by the State Education Department: Content Knowledge, Preparation, Instructional Delivery, Classroom Management, Staff Development, Student Assessment, Collaboration, and Reflective Practices.

**Steps**

1. **Goal Setting**
   (a) Preliminary goal setting meeting by September 15th
   (b) A written plan for the Portfolio Review Option submitted to the Supervising Administrator and Department Chairperson (if applicable) by October 1st will include:
      (i) Goal(s)
      (ii) Length of project
      (iii) Proposed activities
      (iv) Means of assessing program

2. **Periodic Written Assessment of Progress**
   (a) Collaborative meeting to review written plan (goals, length of project, proposed activities, means of assessment) with the Supervising Administrator, Department Chairperson (if applicable) and teacher/pupil personnel provider to be held by October 1st
   (b) Approval of plan by Supervising Administrator and returned to teacher/pupil personnel staff member by October 31st
   (c) Mid-year assessment meeting (teacher, department chairperson (if applicable), and supervising administrator) by February 1st
   (d) Year-end assessment meeting with teacher and Supervising Administrator by the end of each school year

**Administrative Evaluation Option**

Tenured teachers may select the Administrative Evaluation Option. The teacher and the supervising administrator will use pre-conference and post-conference meetings to establish goal(s) for the year and to assess the teacher/pupil personnel staff member’s progress. Classroom observation and summative evaluation may be used to make recommendations to the teacher regarding professional growth. There will be a minimum of one formal observation each school year.
Summative Evaluation

In addition to the evaluation option selected by tenured staff members, all teachers will receive a yearly summative evaluation. The summative evaluation is a compilation of the staff member's performance throughout the school year and will include strengths and suggestions for improvement. The summative evaluation should also include information concerning the teacher that occurs outside the classroom setting, such as involvement in extracurricular activities, participation on curriculum committees, workshop attendance, the mentoring program, music and art programs, coaching, etc. The supervising administrator will meet with the teacher to discuss the written summative evaluation no later than October 1st of the following school year.
Non-Tenured Teacher Evaluations

Non-tenured Teacher Evaluation During the Probationary Period

During the probationary period all non-tenured teachers and pupil personnel staff members will be evaluated by the administrative staff (Building Principal, Director of Special Education, Director of Guidance, Assistant Superintendent, etc.) at least four (4) times per year. Each evaluation will include a minimum of a classroom observation followed by a post-observation conference. At the end of each probationary year the supervising administrator will complete a summative evaluation for each non-tenured teacher. The summative evaluation will be shared with the non-tenured staff member and signed by both the Supervising Administrator and teacher. The summative evaluation will indicate the professional staff member's strengths and include suggestions for improvement. This document will also assess the non-tenured teachers' development towards attainment of the qualities and attributes of an effective teacher as defined by the State Education Department Annual Evaluation criteria: Content Knowledge, Preparation, Instructional Delivery, Classroom Management, Staff Development, Student Assessment, Collaboration, and Reflective Practices. The classroom observations and summative evaluation will be used to make recommendations to the Superintendent of Schools regarding continuation of services and ultimately tenure.

* Teachers/pupil personnel staff possessing a provisional or temporary certificate will also be required by the State Education Department to be evaluated by the Portfolio Review process. The Portfolio Review process may include a video of their teaching performance, sample lesson plans, samples of student work, student assessment instruments, and the teacher/pupil personnel provider's reflection of his/her classroom performance and must address the eight criteria for effective teachers as identified by the State Education Department.
Conclusion

Participation Requirements, Professional Improvement Plan for Identified Unsatisfactory Teachers, and Assessment/Report to the Board of Education

Participation

Chenango Valley's Annual Performance Review model for teachers and pupil personnel staff will operate on a "pilot" basis beginning in the 2001-02 school year. Chenango Valley's Teachers' Association and the Superintendent of Schools will seek volunteers from the Association to become involved in each of the evaluation options outlined in this manual.

Professional Improvement Plan

School districts are required to report information pertaining to non-tenured and/or tenured teachers identified as unsatisfactory to the State Education Department on a yearly basis. Non-tenured and/or tenured teachers identified as needing improvement will work closely with school district administration in preparing a professional development plan. The Professional Improvement Plan will be prescriptive in nature and describe strategies for improvement. The Improvement Plan will also address the skills or criteria for effective teaching established by the State Education Department. The Professional Development Plan will provide specific recommendations to enhance the individual's growth and development as a professional educator. Some examples of recommendations for an Improvement Plan may include: attendance at professional development seminars, offering staff members release time to observe tenured staff members, assigning a teacher mentor to work collaboratively with the professional personnel, and scheduled meetings between the supervising administrator and the teacher to ensure close monitoring of the Improvement Plan.

Assessment/Report to the Board of Education

The Annual Performance Review Committee will reconvene no later than April 30, 2002 to assess the progress of the pilot Annual Performance Review Model. As part of this assessment, the Annual Performance Review Committee will interview teachers and administrators directly involved with the evaluation program during the 2001-02 school year. The Annual Performance Review Committee will develop a report pertaining to the new pilot initiative including recommendations for the 2002-03 school year. This report will be submitted to the Board of Education by October 2002.