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Contract Database Metadata Elements

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Island Trees Ufsd And United
Teachers Of Island Trees

AGREEMENT

JULY 1, 2001 - JUNE 30, 2004

Island Trees Union Free School District
Board of Education

RECEIVED

JAN 28 2004

and the

NYS PUBLIC EMPLOYMENT

RELATIONS BOARD

United Teachers of Island Trees
(AFL/CIO Local Union 1846)

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ARTICLE 1 - DEFINITIONS

In the terms and conditions of employment which are specified in this Contract between the Island Trees U.F.S.D. and the United Teachers of Island Trees, it is agreed that any language which is gender specific shall equally apply to either gender and that use of such language is not an indication of preference for either gender on the part of either party.

It is further agreed that whenever the word "day" is used without modification that it shall mean any day during the 12-month calendar year except for Saturdays, Sundays, holidays, and recess periods when the district offices are closed as designated on the district calendar for 12-month, civil service employees.

When the term "school day" is used, it is agreed that it refers to any day that the entire teaching staff is required to be in attendance during the regular school year (inclusive of secondary testing schedules when principals may allow teachers to work off-campus for the purpose of grading papers).

It is also agreed that the terms "contract salary" and "base salary" shall be synonymous and shall refer to the annual amount which an individual teacher receives for his teaching and non-teaching assignments during the regular work day including longevity pay as defined herein. Additional payments which are excluded from this amount are, for example, monies paid for extra-curricular assignments (such as coaching advising, directing, etc.); monies paid as stipends to persons for leadership and the like; monies paid for an extended work year, work day, or work week (for example, summer school teaching, summer counseling, additional curriculum work, home tutoring, driver education instruction, Saturday recreation instruction, adult education instruction, payment to counselors and psychologists for an extended work year, and the like).

It is agreed that the term "short term" employee is defined as a person who has been in the employment of the District for a period of time less than all the work days in a two month period. A professional employee who works beyond this short-term period in a single assignment must be placed on the contract salary schedule.

ARTICLE 2 - RECOGNITION

The Board recognizes the U.T.I.T. as the exclusive bargaining agent with respect to salaries, wages, hours and other terms of employment for all members of the professional staff, excluding the Superintendent of Schools, Deputy Superintendent, Administrative Assistants, Principals, Assistant Principals, Directors, and Managers.

The Board will not enter into any written agreement with any group of teachers who request representation by any organization other than the United Teachers of Island Trees.

ARTICLE 3 - NEGOTIATION COMMITTEE

The Negotiating Committee of the U.T.I.T. shall be composed of no less than three, nor more than five members of U.T.I.T. The President of U.T.I.T. is an ex officio member of the committee and will not be included in the number of permissible committee members.

Both parties may avail themselves of the use of consultants or advisors at the negotiation sessions at their own cost and expense.

If any negotiation sessions between the Board and the U.T.I.T. are held during the school day, the members of the U.T.I.T. negotiating committee attending such sessions will receive their regular compensation for such time.

ARTICLE 4 - NEGOTIATING PROCEDURE

Negotiations shall begin no later than one hundred and thirty-five days prior to budget submission except by mutual consent of the parties.

While no final agreement shall be executed without ratification by the U.T.I.T. and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, deliberate upon them, offer counterproposals, and reach mutually acceptable compromises in the course of negotiations. All final agreements shall be in writing. Such agreements shall be adopted as a formal resolution by the Board.

During official negotiations, the Board, the Superintendent, and the U.T.I.T. negotiating committee shall exchange all available information relevant to the matters under negotiation in order to assist in developing constructive proposals and programs. This shall include, but shall not be restricted to, the total dollar amount of teacher salaries, total dollar amount of teacher fringe benefits, annual financial report of the district, and the number of teachers on each salary step.

ARTICLE 5 - DUES DEDUCTION

The Board agrees to deduct from the pay of its employees for the United Teachers of Island Trees, the dues as set forth by the U.T.I.T. and to transfer said dues to the U.T.I.T. within five days after each payroll deduction date. The payroll dates for said deduction shall be determined by mutual agreement between the Superintendent and the Executive Committee of the U.T.I.T. Teacher authorizations will be in writing.

The District agrees that, beginning with the first payroll in October of each school year or the 2nd pay period after employment, it will deduct each pay day from each non-member of the U.T.I.T. a service charge toward the administration of this agreement and the representation of such non-members provided that each non-member will have available to him or her membership in the U.T.I.T. or the same terms and conditions which are available to every other member of the union. The U.T.I.T. will notify the District of the amount of such service charge which in no case shall be greater than the dues paid by members.

The Board of Education shall be held safe and harmless in connection with disputes over teacher authorization of payroll deductions.

ARTICLE 6 - GRIEVANCE PROCEDURE

An employee who believes that he has been unjustly dealt with or that any provision of this Agreement has not been properly applied or interpreted or claims that a violation, misinterpretation or inequitable application of the existing rules, Board policies or by-laws has occurred, may present his written grievance in person, or through his representative within ten school days to his Building Principal, who shall evaluate the grievance and render his written decision within ten school days.

If the grievance is not settled, it may be submitted, in writing, to the Superintendent of Schools within ten school days, who shall render a decision within ten school days.

If the grievance remains unsettled it shall be submitted by the U.T.I.T. to arbitration. An arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association and the Voluntary Labor Arbitration Rules shall apply to all arbitration procedures except as provided below. The arbitrator shall have jurisdiction only over disputes as submitted by the parties and in no event shall have the authority to add to, subtract from, or amend the provisions of this agreement. A final decision and/or award of the arbitrator shall be made within thirty days after the closing of the hearing. Such decision and/or award shall be advisory upon the parties. This decision and/or award shall be reviewed by the Board of Education at its next scheduled meeting following receipt thereof. Within 10 days of such meeting, the Board shall notify the U.T.I.T. of its position on the decision and/or award, in whole or in part, it shall be obligated to assemble in joint session (in 20 days) with the U.T.I.T. executive board to review its reasons and to hear rebuttal. It is understood that any decision of the Board is subject to review by the Commissioner of Education or to determination by the Courts.

ARTICLE 7 - TEACHER ADMINISTRATION LIAISON

Building Representative. The U.T.I.T. shall select one or more representatives from among its members. One school building representative shall meet with his/her respective building principal approximately once every five calendar weeks, at their mutual convenience, during the school year to discuss local school problems and practices.

The designated building representative shall have the right to schedule U.T.I.T. meetings before or after school or during the lunch period in his or her building as long as it does not interfere with school routine. Prior notice shall be given to the building principal.

The building representative shall be provided with not less than ten minutes time after all building faculty meetings to report on matters involving the representation of teachers by the U.T.I.T.

The building representative shall be allowed free time during school hours each week to perform his/her duties under this Agreement. This free time shall be arranged in consultation with the building principal.

ARTICLE 8 - PROFESSIONAL DEVELOPMENT

It is agreed that members of the professional staff will engage in activities that will enhance their knowledge and skills in teaching, in general, and in their field of expertise, in particular. Much of this will be voluntary and may result in advancement on the salary schedule (see Article 9). In addition to voluntary activities, teachers will be required to participate in the following activities that occur outside the normal teacher day without compensation beyond their scheduled salary.

- A. The members of the professional staff will participate in up to 8 hours of professional development during the 2001-02 year. This shall increase to up to 10 hours in 2002-03 and up to 12 hours in 2003-04.
- B. Members of the professional staff commencing employment after July 1, 2004, will be required to build and maintain a portfolio as outlined in the Professional Development Plan.

ARTICLE 9 - SALARY SCHEDULE PLACEMENT AND ADVANCEMENT

It is agreed that nothing contained in the following will reduce the step and column placement of a teacher employed as of June 30, 1992. Neither will anything contained in the following increase the column placement of a teacher employed as of June 30, 1992, unless the teacher qualifies for movement to a higher column through the completion of credits and degrees as specified.

- A. Initial Placement. The District has the right to grant as much or as little prior service credit as it wishes in order to establish the employee's initial step provided, however, that year for year credit for U.S. military service will be granted to a maximum of two years. Column placement shall be according to the degree and credits earned by the individual but not less than the BA column. The individual's degree and credits beyond will be established prior to appointment by the Board subject to verification by college transcripts. This placement (e.g., BA+9) will not be increased subsequent to appointment by the Board.
- B. Step Movement. On September 1 of each year, every employee's step will be established for the ensuing school year: If the employee has provided one-half (.5) year or more of service during the previous school year his or her step will be increased by one from the previous step placement.
- C. Column Movement. In order for a teacher to move to a higher column on the salary schedule, he or she must earn the appropriate college credits, in-service credits, or degree. No credits (in-service or collegiate) or degrees will be accepted for column advancement unless they have been approved prior to enrollment of the class or degree program, by the Superintendent or his designee.

Upon completion of a course or degree, it is the teacher's obligation to secure documentation of this for the District. (In-service credits earned in Island Trees and through BOCES will be posted to the teacher's record upon receipt of attendance verification.) At such time as the teacher believes he is entitled to column advancement, it is his obligation to notify the District in writing of this entitlement and its basis. On October 1 and March 1 each year, the District

will adjust column placement and salary for all teachers who have so filed and for whom documentation has been received.

Such increases in salary will be retroactive to the first of the previous month.

D. Definitions

1. When the phrase credit is used herein, reference is to credits awarded for a semester of study in an institution recognized by NYS. When college degrees are specified (BA, MA/MS, Doctorate), reference is to degrees granted in programs in institutions recognized by NYS. Reference to a doctorate shall mean earned Ed.D, Ph.D. or Doctor of the Arts in the employee's teaching field.

2. Except when on leave of absence, the maximum number of college credits which can be earned is 12 during each school year and 12 during the summer. Teachers who face unusual circumstances may request special consideration.

3. No more than 30 in-service credits may be used for column advancement. In-service credits earned can be used as additions at any degree level. For example, a teacher who has 15 approved in-service credits for advancement to the MA + 15 column.

In the event Island Trees offers an in-service course or courses (participation in which is at the discretion of the district) for which credit will be awarded upon successful completion, such credit will be awarded regardless of the number of in-service credits which a teacher may have accumulated. This does not apply to in-service courses offered by other institutions such as BOCES or NYSUT.

4. Approval will not normally be given for course work outside (a) the teachers tenure area or (b) courses in professional education. For example, courses in religion and courses leading to a degree in another profession will not be approved.

5. Collegiate course work submitted for salary schedule advancement beyond the MA/MS must be at the graduate level.

6. Teachers who are denied approval for courses they wish to take for column advancement may request a review with the Superintendent and to be represented at such review by the U.T.I.T.

7. When a salary column specifies a number in addition to a degree, it is understood that the credits specified (except for in-service credits as specified in paragraph 3 above) must be earned subsequent to the awarding of the degree. It is also understood that the heading "B.A." or "M.A." also refers to "B.S." or "M.S." degrees, and that the term "DOC" refers to a Ph.D. or Ed.D. but not to a degree which is less than the terminal degree in a field (such as a Doctor of Law).

ARTICLE 10 - ACCOUNTABILITY

The U.T.I.T. and the Board agree to join in an effort to develop objective criteria of professional accountability. An attempt will be made to set up a practical system to determine, by analytical methods, the contribution of each member of the professional staff by pupil performance.

ARTICLE 11 - ASSIGNMENT, TRANSFER AND PROMOTION

A. Assignment of New Teachers. The Building Principal shall assign all newly hired personnel to their specific positions which shall be in the type of service for which the teacher has been hired, subject to the regulations of the Commissioner of Education.

B. Notice of Status Change. The following indicates the final day upon which action can be taken by the appropriate party:

| | |
|------------|---|
| January 31 | Retirement notice to District for June 30 terminal pay qualification. |
| April 15 | Resignation notice to District for teachers on leave to qualify for terminal pay. |
| May 15 | Notice to teachers of non-retention for September 1 due to excession, termination, or non-granting of tenure. |
| June 15 | Notice to teachers of building assignment for the following year. |
| July 15 | Notice to teachers of probable teaching assignments for the following year. |
| August 1 | Resignation notice to District to qualify for termination pay (except for verifiable sudden serious illness or injury). |

C. Notice of an Application for Promotional Vacancies. For purposes of this Article a "promotional position" is defined as any position paying a salary differential and/or any position on the administrative and/or supervisory level, including but not limited to positions as supervisor, director, principal, assistant principal, department head, lead teacher or counselor.

Whenever any vacancy in a promotional position occurs during the school year, it will be adequately published by the Administration by means of a notice placed on bulletin boards at least ten school days in advance of the appointment. If a vacancy occurs during the summer all personnel certified for the position shall be notified by mail at least 25 days in advance of the appointment. Qualifications for the position and its general duties will be set forth.

D. Voluntary Request for Transfer. Teachers desiring a change of grade or subject assignment or who desire to transfer to another building may file a written request with the Building Principal with regard to intra-school assignment and with the Deputy Superintendent of Schools with regard to transfer to another building no later than March 1. Copies of the building transfer request should also be filed with the principals involved. Such request shall include grades, subjects and school desired and may or may not be related to specific vacancies.

In the determination of request for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored wherever possible.

In the event of multiple requests for the same position, weight shall be given to seniority, level

of training, and length of experience in the field required by the new assignment.

- E. Involuntary Teacher Transfer. Whereas the U.T.I.T. realizes that transfer or reassignment of teachers to grade and/or subject areas within or between buildings may be necessary to promote educational programs and provide the best instruction for the students, notice of such transfers and/or re-assignments should be made known to the teachers involved as soon as possible and, under normal circumstances, no later than June 15. When the need for transfer and/or reassignment occurs, volunteers from among those meeting the qualifications for the position will be considered and in all cases serious consideration will be given to the requests of all teachers involved.

In addition, due consideration will be given to the educational needs of the District and the avoidance of unreasonable dislocation and disruption of the teacher. In some cases this will include consideration of multi-building assignments on a rotating basis.

When the need for a transfer between grades and/or between buildings is identified, the teachers affected will be given written notice of the proposed transfer and the reasons for it. If the change is within a building, this notice will be provided by the principal. In other cases the notice will be provided by the Superintendent or designee.

Upon receipt of such notice, the teacher is to respond, in writing to her current building principal, within five days as to whether (1) the assignment will be accepted without further discussion or (2) review of the matter with the Superintendent is desired. (In the absence of a response by the deadline, it will be assumed that further review is not desired.) If a review is requested, the Superintendent (or designee) will schedule a meeting with the teacher and the U.T.I.T. President (or designee) to take place within 20 days of the date on which notice of the proposed transfer was given to the teacher.

The rights of teachers who are transferred cannot be diminished in any way except as provided by NYS Education Law and the Regulations of the Commissioner of Education.

- F. Notices of Hiring and Transfer. Within 5 work days the U.T.I.T. will be provided information showing the names of all teachers who have been hired, reassigned, or transferred. Such information will include the names and addresses of every new teacher hired in the school.
- G. Salary for Promotion Positions. Teachers who have been promoted to positions within the bargaining unit shall receive the salary normally paid by the District for such positions. The provisions hereof shall apply to new positions created within the bargaining unit as well as to vacancies occurring in existing positions.

ARTICLE 12 - FACILITIES

A. School Building Facilities

1. The District will maintain a communication system which allows teachers to communicate with the main office from their classrooms.

2. The District will insure that teacher rest rooms are adequately lighted, heated, ventilated, supplied, and cleaned.
3. Teachers shall not be required to work under unsafe, unhealthy or hazardous conditions nor shall they be required to perform tasks which endanger their health, safety, or well-being including, but not limited to, teaching in rooms which are inadequately heated or ventilated.
4. The District will maintain clean and comfortably furnished teacher lounges in each school building. It is agreed that the air conditioners currently installed in faculty rooms will be maintained in good operating condition.
5. The District will maintain, whenever possible, a separate teacher work area in each school which shall contain equipment necessary to the teaching task such as typewriters, duplicating equipment, and telephone. It is agreed that such equipment will be maintained in a serviceable condition and will be replaced when conditions warrant.

B. Classroom Facilities

1. Whenever possible, each classroom will be adequately heated and lighted and will be furnished with a serviceable desk and chair for each pupil and each teacher and adequate closet or cabinet space where teachers may store instructional equipment.
2. The Board will do everything possible to provide adequate facilities for special classes including but not limited to art, music, physical education, home economics, industrial arts, speech therapy, and laboratory sciences.
3. Whenever possible, the number of students shall not exceed the number of stations in any classroom, laboratory, or facility.

C. Facilities and Department Chairpersons. If facilities are available, each department chairperson shall have office space adequately heated, lighted, ventilated, suitably furnished with adequate storage and cabinet space for materials and files.

D. Facilities for Psychologists. Each psychologist shall have adequate office space, adequately heated, lighted, air conditioned, suitably furnished with adequate storage and cabinet space. Each office will be equipped with an outside extension telephone.

ARTICLE 13 - PROTECTION AND STUDENT DISCIPLINE

A. Parent-Student Complaints. The U.T.I.T., along with the Board, recognizes the need to rectify bonafide complaints that may arise from parents and students. Such complaints should first be brought by the parent to the attention of the teacher immediately responsible. In the relatively few cases where satisfaction is not forthcoming, the matter should be brought to the attention of the Building Principal. If further action is deemed necessary, the matter may be brought to the attention of the appropriate administrator. The Superintendent of Schools would then be available for consultation. If it is still felt that further action is necessary, the matter may be

presented in writing through the Superintendent of Schools to the Board.

- B. Discipline. Teachers have the right to physically defend themselves against assaults to a degree sufficient to ward off bodily harm to themselves.
- C. Adjustment to Discipline. After the first exclusion, the Principal may have the child and a parent attend a conference on school rules. The school may be represented at this conference by the Principal or his designee.

ARTICLE 14 - TEACHING HOURS

A. Work Day. The parties mutually recognize that the hours specified below are not inclusive of the total preparation and study time required of the professional educators specified.

1. Grade K-6 classroom, Speech, Reading, and Mathematics Teachers (K-4).

- a. The workday shall be 6 hours and 50 minutes in length, inclusive of lunch, with no more than 4 hours and 50 minutes of class contact time. Administrative duty assignments shall follow past practices. Other available time shall be used, as in the past, for extra-help, parent conferences, conferences with other professionals (including administration), and preparation. Meetings requiring teacher attendance before school, after school, during lunch time, or during preparation time will not be excessive. (Elementary teachers assigned to the Middle School will have the same length school day as secondary teachers.)
- b. Teachers shall arrive at least 20 minutes prior to pupil attendance time and will remain at least 10 minutes after pupil dismissal (providing it does not interfere with duty schedules).
- c. The classroom day shall begin as close to 8:45 a.m. as transportation arrangements (such as coordination with the secondary schools) will allow. All elementary schools will be on the same schedule.
- d. The lunch period of not less than 45 minutes shall be duty-free and shall be scheduled at the same time as the students' lunch/recess. No teacher shall be required to schedule parent conferences or to receive unscheduled phone calls except in emergencies.
- e. Daily preparation periods of 45 consecutive minutes will be provided whenever possible.

2. Grade K-8 Art, Music, Physical Education, and Library Teachers (Specials)

- a. The workday shall be 6 hours and 50 minutes in length, inclusive of lunch, with no more than 4 hours and 30 minutes of class contact time including administrative and supervisory assignments. Other available time shall be used, as in the past, for extra-help, parent conferences, conferences with other professionals (including administration), and preparation. Meetings requiring teacher attendance before school, after school, during lunch time, or during preparation time will not be excessive. (Grade K-8 Special Teachers assigned to the Middle School will have the same length school day as secondary teachers.)
- b. Teachers shall arrive at least 20 minutes prior to pupil attendance time and will remain at least 10 minutes after pupil dismissal (providing it does not interfere with duty schedules).
- c. The lunch period of not less than 45 minutes, shall be duty-free and shall be scheduled

between 11:00 a.m. and 1:00 p.m. No teacher shall be required to schedule parent conferences or to receive unscheduled phone calls except in emergencies.

d. Daily preparation periods of 45 minutes will be provided in units of not less than 10 minutes.

3. Counselors, Psychologists, Social Workers, Speech Teachers, and Librarians.

a. The workday shall be 7 hours and 5 minutes in length, inclusive of lunch, during which time the named professionals will be involved with class presentations, group presentations, individual conferencing and instruction, parent conferences, conferences with other professionals (including administration), preparation, and non-duty periods of reasonable duration scheduled in consultation with the principal(s).

b. The District may extend the workday should it wish to institute a nine-period day without regard to the starting time for homeroom (or the first class) or ending time of the last class so long as the student day is not extended by more than 5 or 10 minutes, approximately.

c. Teachers shall arrive at least 30 minutes prior to pupil attendance time and will remain 20 minutes after pupil dismissal (providing it does not interfere with duty schedules).

d. The lunch period of not less than 45 minutes shall be duty free and shall be scheduled between 11:00 a.m. and 1:00 p.m.

4. Other Secondary Teachers (7-12).

a. The workday shall be 7 hours and 5 minutes in length, inclusive of lunch, with no more than 4 hours and 45 minutes of student contact time in classes, homeroom, study halls and other supervisory assignments, subject to the limitations further specified. Other available time shall be used, as in the past, for extra-help, parent conferences, conferences with other professionals (including administration), and preparation.

b. The District may extend the workday should it wish to institute a nine-period day without regard to the starting time for homeroom (or the first class) or ending times of the last class so long as the student day is not extended by more than 5 or 10 minutes, approximately.

c. Teachers shall arrive at least 30 minutes prior to pupil attendance time and will remain 20 minutes after pupil dismissal (providing it does not interfere with duty schedules).

d. The lunch period shall be one teaching period in length, duty-free, and coincide with student lunch periods.

e. Teachers will be scheduled for no more than six periods of instruction and/or supervision on any one day except as provided otherwise below. One of a teacher's six assignments shall be non-instructional except as provided below.

1. The teaching load of secondary school science teachers may be extended to 26 periods per week provided that teachers so scheduled shall be assigned no more than 3-1/2 supervisory periods per week (7 such periods in a two-week schedule).

2. Teachers may volunteer for a seventh assignment in lieu of a preparation or lunch period. In such cases, the compensation for teaching an additional class shall be one-sixth of the M.A. step 7 rate if such service is for the entire school year. (The daily rate is 1/200 of this.) The compensation for lunchroom supervision shall be at the rate specified in appendix D,6.

3. Special teachers (art, music, library, physical education) may be assigned to six instructional periods provided that the teacher's weekly assignment includes more than 15 periods per week at the K-8 level.

f. The number of preparations, whenever possible, shall not exceed three unless it is the teacher's preference. For purposes of this subsection, different subjects and grade levels and different groupings within the same grade level, shall be considered as different preparations.

g. Each teacher shall have a period of his/her daily schedule identified as a preparation period.

5. Variation in The Work Day. It is recognized by both parties that not all details of schedules can be specified. This is especially true of teachers whose work day takes them into both elementary and secondary schools (e.g., instrumental music teachers) and of elementary teachers assigned to a primarily secondary building (e.g. sixth grade teachers assigned to the middle school). In such cases, the work day and schedules will be developed which are in the best interest of the instructional program, students, and staff and will be subject to the joint approval of the Superintendent of Schools and the President of U.T.I.T.

It is also recognized that variations in schedule will occur from time to time due to special programs which are presented or developed. Programs which are cooperatively developed by staff and/or supervisors are to be submitted to the President of the U.T.I.T. and the Superintendent of Schools for joint approval.

- B. Release Time for U.T.I.T. Because of liaison duties, the U.T.I.T. president and two vice-presidents will not be assigned to non-instructional duties.
- C. Obtaining Substitutes. If a teacher is unable to be at work he should communicate that fact to the appropriate person in time to allow for the securing of a substitute. Whenever possible the person securing substitutes should be notified the day or evening before an absence. A detailed program of work for the day should be available and so arranged that the substitute can proceed with the regular day's program.
- C. School Calendar. The U.T.I.T. shall be consulted in developing the school calendar for each year. The Union shall be notified when discussion of the calendar commences.
- D. Teachers are authorized to leave the school building in which they are employed during their lunch period.
- F. Mandatory Extended Work Year. Those staff members (counselors, chairmen, lead teachers, psychologists) required to work during the summer shall be compensated at the rate of 1/200 of the M.A. step one base salary for the new school year for each full day of service. The hourly rate for service less than a full day shall be 1/7 of the daily rate. Notification that such work will be required must be given to the staff member concerned not later than April 15.

G. Parent Conferences. In addition to Back-to-School night, all teachers shall take part in a parent conference day in lieu of regular teaching duties. In the fall there shall be one parent conference day which shall begin at 2:00 and end at 9:00 p.m., (1:00 to 8:00 p.m. at the elementary schools) inclusive of a one-hour dinner break. At the elementary level, teachers will be released from regular duties for two additional half-days for parent conferences.

H. Class makeup. Principals will consult with elementary teachers regarding class groups.

I. Student Transfers. Students will not be transferred from one class to another after the first eight meetings of the class without consultation between the principal and the two classroom teachers involved with the transferring student.

J. Classroom teachers in grades k-4 will be released from teaching assignments for two half-days after June 1st of each year to permit them to complete their end-of-year responsibilities.

ARTICLE 15 - TEXTBOOKS

A. The Board will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his own use.

B. In choosing a textbook the Board will give serious consideration to recommendations of a majority of the classroom teachers who will use it after they have had sufficient opportunity to consider alternate choices.

ARTICLE 16 - SUPPLIES

A. Adequate Supplies

1. Every effort will be made to maintain all office equipment in good operating condition by regular preventive maintenance. The Board shall maintain and make necessary arrangements for the proper repair and maintenance of all other educational equipment.

2. Each elementary school shall be equipped with at least one operable copier machine and one primary and one regular operable typewriter with paper and supplies for teacher instructional use. Such machines will be located as conveniently for teacher use as facilities permit

3. The secondary schools shall be equipped with sufficient duplication equipment and typewriters for teacher use. Such machines will be located as conveniently for teacher use as facilities permit.

B. Material and Equipment. Every effort will be made to see that material and equipment will be available when needed.

ARTICLE 17 - TEACHER EVALUATION AND RECORDS

A. Formal evaluations are a part of the method for evaluating the work performance of a teacher. These should be conducted openly and with full knowledge of the teacher. Evaluation procedures will be in accordance with the requirements outlined in the plan for Annual Professional Performance Review.

B. Outside Activities. Teacher non-participation in voluntary extracurricular, community, church, club, or social activities shall not be used to evaluate teachers.

C. Personnel Evaluation Procedure

1. Prior to recommendation for appointment to tenure, six observations of the actual job performance of each probationer shall be performed by qualified supervisors. In addition, in order to better assess continuity and depth of instruction, during each year of probation one observational series shall be conducted of the same class and subject for three consecutive days (or instructional meetings in the event the class does not meet daily). Required observations shall take place at regular intervals starting with initial employment and must be concluded six months prior to the conclusion of the probationary period. In addition to the above observations, the designated building principal shall prepare a formal evaluation in narrative form of all aspects of each probationer's performance (including but not limited to the findings of observations) each January and June (and six months prior to the conclusion of probationary periods ending between November 1st and May 1st.) Each evaluation shall conclude with a summary of the improvements necessary, if any, to make the teacher's performance fully satisfactory.

2. A minimum of one observation of the actual job performance of each tenured professional shall be conducted annually by qualified supervisors. In addition to these observations, the designated building principal shall prepare a formal evaluation of each tenured professional's performance (including but not limited to the findings of observations). Each evaluation shall conclude with a summary of the improvements necessary, if any, to make the teacher's performance fully satisfactory.

3. Each of the required observations shall be written in a narrative format which shall include the following basic data: Name and tenure area(s) of teacher, date(s) of the observation, subject of observation, grade level of students, the signature of the teacher (indicating receipt of the report, and the signature of the observer (over typed name and title). In addition, there shall be a description of the activities observed, a listing of any activities found worthy of commendation, and a listing of recommendations for improvement.

4. Each evaluation shall be written in a narrative format which will include the following basic data: name and tenure area(s) of teacher, period of time covered by the evaluation, nature of the teacher's assignment during this time, the signature of the evaluator (over typed name and title).

5. Since the primary goal of observation and evaluation of professional staff is the improvement of instruction, it is crucial that there is full and complete communication between the teacher and the observer/evaluator. Accordingly, there shall be a meeting between the parties subsequent to each observation and to each evaluation. The observer may also require a pre-observation conference to establish what the teacher plans to accomplish at the lesson to be observed.
 6. The teacher shall have the right to submit his/her written commentary on the content of observations and evaluations. These comments will be placed in the teacher's personnel folder following review by the principal and superintendent provided they are received within 15 school days of the teacher's receipt of the documents.
 7. Copies of each observation and evaluation will be supplied to the teacher and to the District personnel office. The original will be placed on file in the office of the building principal.
 8. A duplicate of any material placed in a teacher's personnel folder must be presented to the teacher at the time the material is added to the folder. The teacher will have the right to submit a written response to the material for inclusion in the folder.
- D. Report of Special Achievement. Administrators are encouraged to place information of a positive nature indicating special competencies, achievements, performances or contributions of an academic or professional nature in teacher's files. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed.
- E. Revision of Evaluation Procedure. The Board and the U.T.I.T. agree to study teacher evaluation and to prepare and submit to the Board, and to the U.T.I.T. for their mutual consideration, a revised evaluation procedure. It is hereby agreed that the purpose of an evaluation procedure is to strengthen and improve the quality of education in the Island Trees School District.

ARTICLE 18 - ACADEMIC FREEDOM

The District's educational program is keyed to the preparation of students for intelligent and meaningful participation in a democratic society. The Board and the U.T.I.T. agree that academic freedom is essential to the fulfillment of this purpose.

Accordingly, it is agreed that teachers shall have the right to introduce and explore controversial material, provided only that the material and the manner in which it is presented are in good taste, appropriate to the grade level, and relevant to course content. Every effort will be made to present all sides of controversial issues.

It is understood that any topic not included in the curriculum approved by the Board of Education will not be taught. Knowledge of Board approved course content is the responsibility of each staff member.

ARTICLE 19 - THE RIGHT TO PERSONAL PRIVACY

- A. The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to the relationships with students and/or the school system. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher outside of school, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing they do not violate the laws of the State of New York or the United States.
- B. Teacher pay checks will be placed in envelopes, and distributed by an individual designated by the Principal. This distribution will not be made in the classroom.
- C. In agreeing to recognize privacy rights of employees the district assumes the responsibility of maintaining the confidentiality of salaries and agrees not to publish salaries of individuals without their expressed consent or the consent of the U.T.I.T.

ARTICLE 20 - SICK LEAVE

- A. Regular Sick Leave. A regularly appointed teacher shall be eligible for sick leave as follows:
 - 1. Teachers will be allotted ten days each full year of employment for which they may be absent without salary deduction. Such days which are not expended at the conclusion of the school year shall be added to the sick days available for the succeeding year. There is no limit on the number of sick days which may thereby be accumulated. In no circumstances, however, shall an employee who provides no professional services in a school year be entitled to the allotment of 10 sick and 3 personal days.
 - 2. A principal may require at his or her discretion a physician's statement after any absence due to illness.
 - 3. The District may require a teacher to submit to a medical examination by a physician or psychiatrist of its choice and at its expense.
 - 4. Tenured teachers who have resigned from the Island Trees School District will, upon returning to the system within five (5) years after resignation, be granted previously accumulated and unused leave days, up to a maximum of thirty (30) days.
- B. Extended Sick Leave. A regularly appointed teacher who has accumulated 26 or more sick days at the onset of an incapacitating illness or injury shall be entitled to absence without salary deduction as specified below. The acceptance of an illness or an injury as "incapacitating" shall be made by the District medical board and may be terminated by it upon subsequent examination.
 - 1. A teacher, upon exhaustion of an accumulation which is 26 days or greater but less than 60, shall be entitled to be absent or an additional equivalent period without loss of salary. For

example, a teacher has accumulated 30 days of sick pay at the time an injury occurs which prevents him or her working for 90 days. For the first sixty days this teacher would continue to receive full salary; for the next 30 days, this teacher would receive no salary.

2. A teacher, upon exhaustion of an accumulation which is 60 days or greater, shall be entitled to be absent without loss of salary for an additional period of incapacitation which is the sum of 60 plus one additional day for each unit of three days accumulated in excess of 60 at the time the illness or injury commenced. For example, a teacher has accumulated 180 days of sick pay at the time an injury occurs which prevents him or her working for 300 days. This teacher is entitled to use his or her own 180 days plus 100 extended sick days (60 plus 120 divided by 3) which results in 280 days of absence prior to loss of salary. Thus, only the final 20 days of this absence due to injury is without full salary compensation.

3. A teacher returning from extended sick leave will have no further sick leave for that school year. Any further sick leave or extension of extended sick leave, if allowed, will be at the discretion of the Superintendent of Schools with the approval of the Board of Education.

ARTICLE 21 - TEMPORARY LEAVES OF ABSENCE

Professional employees shall be entitled to the following leaves of absence with pay each school year:

A. Three days of personal leave with no requirement for specifying reasons for such leave. Such unused leave will be converted to sick leave at the end of each school year. The proper form shall be completed in accordance with procedures now in effect in the school district.

The parties support the belief that personal days should be taken for personal business which may not be scheduled or attended to during non-school time.

Personal days may not be taken to extend any vacation or holiday. No personal days will be granted on the last day of school.

In the event a personal day is needed for one of the aforementioned days, a personal day request form (with reason stated) may be submitted to the Superintendent of Schools who will approve the request if it is for an emergency or extenuating circumstances, e.g. court appearance, IRS audit, funeral, etc.

B. Up to five days in any one year in the event of the death of a member of a teacher's immediate family which shall be defined as a mother, father, spouse, children, brother, sister. Up to three days shall be allowed for grandparent, grandchild, sister-in-law, brother in-law, mother-in-law or father-in-law. One day shall be allowed for the death of a sibling of the teacher's mother or father. One day shall be allowed for the death of a niece or nephew (a child of a sibling of the teacher). Special cases will be subject to the approval of the Superintendent of Schools.

C. Time necessary for U.T.I.T. representatives to attend New York State United Teachers, National Education Association and/or American Federation of Teachers conventions and

conferences: three people for two days for convention on instruction; two people for three days at New York State United Teachers Convention. Total of twelve days.

- D. One day for two members of the New York State Retirement System to attend a convention.
- E. Leaves taken under the provisions of this Article will be in addition to sick leave and will not be deducted from sick leave. In no case will a teacher be required to arrange pay for a substitute.
- F. A teacher taking leave in accordance with this article shall give as much notice as possible.

ARTICLE 22 - EXTENDED LEAVES OF ABSENCE

- A. Leaves of Absence for Professional U.T.I.T. Officers and Members. The president of the U.T.I.T. or any other officer of the U.T.I.T. or any teacher designated by the U.T.I.T., shall, upon request, be granted a leave of absence without pay or benefits not to exceed two years. Such leave shall be for the purpose of engaging in local, state, or national association activities. Upon return from such leave the teacher shall be entitled to a position in the school system comparable to the one held prior to leave. He shall be placed on the salary schedule at a position equal to the one he would have attained had he remained in the school system. Such leave shall be limited to one person at a time.
- B. Exchange Teachers. A leave of absence will be granted to any tenure teacher who serves as an exchange teacher. Upon return from such leave a teacher will be placed on the salary schedule at the level he would have achieved had he remained actively employed in the school system during the period of his absence, up to a maximum of two years.
- C. Child Care
 - 1. Written Application and Notice. A leave of absence for child care may be granted without pay for a period of up to two years upon written application by the employee no less than three months prior to the intended date for the commencement of such leave.
 - 2. Return to Position. A teacher may return from child care leave at any date coinciding with the reopening of a school year, providing a statement from a physician is provided certifying fitness for duty. Any request for an extension of the leave of absence based on actual physical disability should be made by the employee as soon as possible prior to expected date of return. The employer may require a written certification from its own physician respecting the employee's capability of returning to employment.
- D. Personal Leave Without Pay. A leave of absence without pay or increment may be granted to teachers in cases of special need, if recommended by the Superintendent and approved by the Board.
- E. Peace Corps, Vista, Teachers' Corps, Job Corps. A leave of absence of up to two years, commencing on September 1, shall be granted to any tenured teacher, upon application, for the

purpose of joining the Peace Corps, Vista, Teachers' Corps or Job Corps as a full time participant in such programs.

- F. Resumption of Benefits After Leave. All benefits accrued by a teacher before his leave of absence, including unused accumulated sick leave and credit toward sabbatical eligibility, will be restored upon his return. Upon return from leave the teacher shall be entitled to a position in the Island Trees School District comparable to the one held prior to the leave.
- G. Termination Pay. Upon termination of service, a teacher with three or more years of service shall receive one day's pay for each three days of unused sick leave and personal leave. Computation of additional salary shall be as follows: 1/180th of the teacher's final base salary multiplied by the number of unused and accumulated sick and personal days divided by three.

Persons who submit resignations to the District prior to February 1 in any calendar year to be effective at the end of the academic year will be assured of receiving termination pay by the end of June. Persons not providing such notice who resign at the end of the academic year will receive monies due to them no later than December 31 of the calendar year with the understanding that the payment will be made as soon as funds are available and the payment approved and processed.

The right to termination pay will be forfeited if a teacher on a leave of absence submits a resignation from service subsequent to April 15. The right to termination pay will be forfeited by a teacher on active service (at the end of an academic year) who submits a resignation subsequent to August 1 to be effective for the new school year. In no event will termination pay be paid to teachers who provide less than 30 days notice of their intent to resign except for verifiable sudden, serious illness or injury.

- H. Extension of Leave. All request and grants of leave or extension of leave shall be in writing.
- I. Replacements. Persons hired to replace teachers on leave of absence shall be informed of their status at the time interviewed for the position.
- J. Substitute Teachers. All positions requiring the employment of substitutes will be filled by personnel who have met the State certification requirements. If a certified substitute teacher is unavailable, such position may be filled by the best qualified personnel available.

ARTICLE 23 - SABBATICAL LEAVES

Any teacher or certified employee of the Island Trees Public Schools may apply for sabbatical leave. Such leave will be considered on the basis of any one or more of four possible purposes: (1) Study of a professional nature. Such graduate study shall maintain a minimum of 12 points a semester. (2) Travel which will contribute to the professional value of the applicant. (3) Health conditions which require special consideration. (4) Reasons not covered above but which are acceptable to the Superintendent of Schools and the Board of Education.

Any eligible employee may apply for sabbatical leave upon the completion of seven years of continuous service in the Island Trees Public Schools, and every seven years thereafter. In considering applications the Board of Education will take into consideration such matters as merit, seniority, and potential for future professional growth. The Board reserves complete discretion in determining whether to accept any application.

Applications may be made on the forms available in the office of the Superintendent of Schools. The completed forms of application must be in the office of the Superintendent of Schools by March 1st. preceding the school year during which the sabbatical leave will take place.

In the event of a request for sabbatical leave due to health reasons some special consideration may be given to the application. The time for which the leave is granted may vary from that stated above, or the requirement of March 1st. as the final date of application may be waived. Sabbatical leave may be granted for either one-half year or one full year provided that not more than 4% of the entire staff be granted sabbatical leave in any one year. When applying, the applicant will state his or her intention of returning to the Island Trees Public School system for at least two years subsequent to the time of return from sabbatical leave. A person on sabbatical leave shall receive one-half of the basic salary which she or he would have received if teaching.

The applicant shall file with the application documented evidence that the proposed time to be granted will have value. In the case of further study this would involve an acceptance by the college which the applicant will attend. In the case of travel it will consist of a proposed itinerary together with comments indicating what educational values will be sought on the trip. In the event of a health request, the doctor's certificate will be required.

Teachers on sabbatical leave may not receive additional compensation for work during the school year except upon approval of the Board of Education. Teachers on such leave are considered to be in the employment of the Board of Education of the Island Trees Public Schools and the time thus spent counts as regular service toward retirement and salary increments. Such absence shall be taken without prejudice to the teacher's tenure rights. Such leave once granted may not be terminated before the date of expiration.

ARTICLE 24 - USE OF SCHOOL FACILITIES

- A. Use of Buildings. The U.T.I.T. may use school buildings without cost at reasonable times of any day or evening for its meetings and other business provided that such use will not conflict with previously scheduled school events. Requests for use of the Buildings will be made to the principal in advance. Such notice shall be given not later than the close of school on the date of any such meeting.
- B. Faculty Bulletin Boards for U.T.I.T. Use. There will be faculty bulletin boards in each school building in the school system for the exclusive use of the U.T.I.T. At least one faculty bulletin board will be installed in each new building at a location to be agreed upon.

C. Use of Interschool Mail and Mailboxes. The Board shall permit the U.T.I.T. the use of mailboxes for distribution of U.T.I.T. business communications without submission to principal et.al. However, all such communications shall be signed by an officer of the U.T.I.T.

All recognized teacher organizations shall have the same privileges in using intermail facilities and faculty mailboxes as is extended to the U.T.I.T. as described in the above. It is understood also that all such communications shall be signed by an officer of the organizer.

ARTICLE 25 - SPECIAL GROUPS

A. Summer School

1. Each summer school teacher who has accumulated sick days as specified in Article 21 shall be allowed the use of one day of such accumulation during the secondary summer session.
2. Upon completion of seven (7) years of summer teaching, the summer school teacher shall be granted leave without pay and retain seniority.
3. Summer school teachers shall be paid according to Appendix D, 5.
4. Librarians employed for summer school will be guaranteed 90 hours of employment at the rate of pay specified in Appendix D, 6.

B. Instructional Leadership. In order to provide leadership and supervision for the instructional program, the Board will make annual appointments of members of the teaching unit to chairperson and lead teacher positions.

1. The number of leadership positions which the District fills each year will be not less than twelve. A posting of these positions and any additional Chairperson or Lead Teacher positions which the District anticipates staffing for the ensuing school year will be posted by April 15th. Applications will be accepted annually until May 1st with successful candidates notified by June 1st. Except for existing positions and for openings on the occasion of a resignation, positions will be at a single site.
2. The stipend for performing additional duties required will be specified in Appendix D, 1.
3. The maximum number of teaching assignments which may be assigned to a chairperson will be a function of the number of teachers to be supervised (full-time equivalency).

| <u>Number of Teachers(FTE)</u> | <u>Max. Number of Teaching Assignments</u> |
|--------------------------------|--|
| 3.9 or less | 4 |
| 4.0 or more | 3 |

Notwithstanding the above, a chairperson who must be assigned to teaching periods in excess of this number due to scheduling needs will be paid at the M.A. Step 7 rate divided by six.

4. Unless no other reasonable alternative exists, chairpersons shall not be assigned to homeroom, cafeteria, or study hall supervision.

C. Library

1. The only restriction on the availability of libraries to students shall be curtailment of class visits for a short period of time at the beginning of the school year, as determined by the librarian and principal.

2. Elementary librarians shall have the right to advise on scheduling of class visits (to afford better planning for grade-level classes, some flexible scheduling for individual and small groups, and over-all better administration of libraries).

D. Administrative Aides Released Time. Administrative Aides on the secondary level shall teach no more than two periods per day.

ARTICLE 26 - CONFERENCES

The professional staff will be eligible to attend conferences, when funds are available upon submission of the proper forms subject to Board approval.

ARTICLE 27 - MISCELLANEOUS

A. Reprisals Prohibited. There will be no reprisals of any kind taken against any teacher by reason of his membership in the U.T.I.T. and/or participation in any of its legitimate activities.

B. Time for Grievance Processing. When it is necessary, pursuant to the Grievance Procedure, for a Building Representative, or other representative designated by the U.T.I.T., to investigate a grievance or attend a grievance meeting or hearing, said representative will be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings as a witness will be accorded the same right. The U.T.I.T. agrees that these rights will not be abused.

C. Copies of Policies, Rules and Minutes. The U.T.I.T. will be provided with six copies of the Board's personnel policies and Rules and Regulations.

Any change in policy affecting teachers shall be the first items on the agenda of negotiations and it shall be endeavored to resolve these items before further negotiations.

The Board of Education agrees to provide the U.T.I.T. with six copies of the minutes of all regularly scheduled meetings of the Board within thirty-five days of the meeting.

D. Copies of Agreement. The District agrees to print the contract in booklet form for distribution to every teacher. In addition, ten extra copies shall be provided to the Union. Sufficient booklets will be kept on hand in the Superintendent's office to provide a copy to every new teacher.

- E. Final Pay Check. Final pay checks for the school year will be issued on the day that report cards are issued on the final day of exam week.
- F. Saving Clause. If any part of the contract is ruled illegal by the final decision of a court, or administrative board of competent jurisdiction, the parties should meet promptly to re-negotiate the portions of the agreement ruled illegal. All other provisions shall continue in full force and effect.
- G. Federally Funded Program. Salaries paid to staff members for Federally Funded Programs shall be at least equivalent to salaries paid to similar types of District sponsored programs.

ARTICLE 28 - WORKERS' COMPENSATION

Professional personnel are covered by Workers' Compensation as governed by the State of New York. For persons who are injured in the line of duty, this plan provides for limited payment for the medical costs and for loss of wages which occur because of such injury.

Persons who are injured on the job will have full access to their personal accumulation of sick days in order that they will not suffer financial hardship to the extent that such accumulation provides for salary continuation. Should the employee submit a claim for "Temporary Disability" with NYS Workers' Compensation and receive reimbursement, all such funds must be returned to the District. Upon receipt of such funds, the District will adjust the sick leave accumulation according to the following formula: Dollar amount of reimbursement divided by the person's per diem (contract salary divided by 200) equals the number of days (rounded to the nearest whole number) to be restored to the person's sick leave accumulation.

Payments from Workers' Compensation for permanent disability (partial or full) will be retained by the recipient and the district will not make any restoration of sick leave deductions which may have been made.

ARTICLE 29 - FRINGE BENEFITS

All existing fringe and pay benefits and programs, such as health insurance and life insurance, shall be continued in full force and effect during the life of the agreement except as modified by provisions of this contract as follows:

- A. Health Insurance. Employees may elect from the available NYS insurance plan provided they agree to pay 15% of the cost of such insurance. The District agrees that it will arrange, upon request, for the payment of the employee's share of health insurance premiums from pre-tax earnings to the extent and as permitted by law.

- B. Welfare Fund. A Welfare Fund has been established by the U.T.I.T. for the purpose of providing various benefit programs for the members of the bargaining unit and for the administrative unit. The Board will contribute \$525 per member of the unit in 2001-02 with 50% payable on acceptance of this contract by the Board of Education and 50% upon receipt of the auditor's report. The payment per member shall increase to \$550 in 2002-03, and \$575 in 2003-04 with 50% payable on July 1 and 50% upon receipt of the auditor's report. In the event of a dispute over the numbers of teachers and teaching assistants in any given year, the numbers in the BEDS report each year will be binding.

It is hereby understood and agreed that the sole and exclusive obligation of the school district shall be to make the contributions set forth above. The school district shall not be deemed to be an employee benefit plan sponsor or a fiduciary nor shall any member of the Board of Education be so regarded. The school district shall have no role in the governance or the administration of the Fund. Compliance with applicable law or regulation respecting the administration of the Fund shall be the exclusive obligation of the U.T.I.T. or its duly elected or appointed representatives. The U.T.I.T. hereby agrees fully to indemnify the District and hold it harmless from any claims, legal or equitable, made by any person or entity against the school district or the Board of Education which arise out of or which relate to this provision.

- C. Credit Union. The District agrees to establish a relationship with the Nassau Educators Federal Credit Union to which employees can contribute through payroll deduction. The Board of Education shall be held safe and harmless by the U.T.I.T. in connection with disputes over authorization of payroll deductions.
- D. U.S. Savings Bonds. The District agrees to establish a relationship with the Department of the Treasury which will allow employees to purchase U.S. Savings Bonds through payroll deduction provided that 10 or more employees elect to participate in such plan for a fiscal year. The Board of Education shall be held safe and harmless by the U.T.I.T. in connection with disputes over authorization of payroll deductions.
- E. Tax Sheltered Annuities. The District agrees to continue a relationship with the funds currently under contract and to establish additional relationships provided that 10 or more employees elect to participate in such plan(s) for a fiscal year. The Board of Education shall be held safe and harmless by the U.T.I.T. in connection with disputes over authorization of payroll deductions.
- F. Longevity Pay. Teachers with 10 or more years of service in Island Trees will receive the amount specified below provided they are on the 16th or higher step on the salary schedule. The payment specified will be made on the first payroll in December in each year. Upon initially qualifying for longevity, teacher will continue to receive the payment specified each year until service with the district ends. The payment is not intended for persons who do not complete a full year of service. Persons leaving district service prior to the conclusion of a school year will not receive the payment or will have the payment deducted from salary due to them.

2001-02 - \$ 500

2002-03 - \$1000

2003-04 - \$1000

ARTICLE 30 - CLASS SIZE

The Board will attempt to adhere to the following class sizes:

- | | |
|-----------------------|-------------|
| a. Elementary K-3 | 24 students |
| b. Elementary 4-6 | 28 students |
| c. Junior High School | 29 students |
| d. Senior High School | 29 students |

Conformity to said average class size shall be determined by dividing the number of students in the grades contained in either a, b, c, or d with the number of teachers in such grades. Such size to be determined at the time of register closing. The following subjects shall not be reduced to the extent that they are no longer of educational value. The subjects shall be defined exclusively as follows:

Art, music, physical education, home economics, industrial arts, business, speech, guidance, reading, special classes & learning disabilities classes, health and psychologists, library.

ARTICLE 31 - PART-TIME PROFESSIONAL EMPLOYEES

- A. Professional positions which are 50% or more and covered by the terms of this Agreement shall not be contracted out. Lesser part-time positions may be contracted as provided elsewhere in this article with the express provision that duties performed by such contractors shall not take place on school premises. Professional staff working on school premises shall be hired under the terms and conditions of this Agreement.
- B. Part-time teachers shall be assigned to teaching, preparation, consultation, and other duties consistent with their employment percentage. The daily schedule of such teacher shall be proportionate to their employment percentage.

The entitlements of a part-time teacher are as follows:

1. Ten sick days (of whatever length workday is assigned)
2. Three personal days (of whatever length workday is assigned)
3. Medical, dental, and life insurance coverage to the same extent and subject to the same conditions as provided to full-time employees.
4. The appropriate percentage of the extended sick leave allowance.
5. The appropriate percentage of annual salary derived from the appropriate placement on line and step of teacher salary schedule.
6. Retirement system contribution by the District as required by law.

C. Compensation for teachers teaching one day per week:

1. 1/200th of M.A. - First step for every day worked
2. Social Security
3. Retirement
4. Lunch period
5. Prep time whenever possible in accordance with the existing contract
6. One sick day per year
7. No holidays

D. The District shall notify the U.T.I.T. of any professional position of any nature which is open or vacant as soon as possible but no later than three (3) days prior to the posting of the position. Notice shall be accompanied by a job description and job specification. This practice is to be followed throughout the year.

E. The name and job description of any new professional staff member, regardless of funding source, shall be provided to the U.T.I.T. within one week of employment.

F. In assigning professional part-time duties off the school premises, the District will proceed as follows:

1. The assignment will be offered first to qualified professional employees of the District. In determining qualifications, the District shall not be arbitrary, capricious, or discriminatory.
2. If no qualified professional employed by the District accepts the assignment, the District will endeavor to hire directly from outside the District.
3. If the position cannot be filled by the above steps, the District and the U.T.I.T. shall meet to consummate an agreement concerning the hiring of the services of an outside contractor.

ARTICLE 32 - SALARY AGREEMENT

- A. All steps of the teacher and teaching assistant salary schedules in effect for 2000-01 shall be increased by 3.0% per cent for 2001-02. The schedules for 2001-02 shall be increased by 3.5% for 2002-03. The schedules for 2002-03 shall be increased by 4.0 per cent for 2003-04.
- B. Each column of the teacher salary schedule shall have step one through 25 inclusive. Teachers will move one step each year, except as provided elsewhere, following initial appointment.

ARTICLE 33 - LEGISLATIVE ACTION

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

ARTICLE 34 - LENGTH OF AGREEMENT

This agreement shall be effective from July 1, 2001 through June 30, 2004.

IN WITNESS WHEREOF, the parties hereto have set their hands

**BOARD OF EDUCATION
ISLAND TREES UNION FREE SCHOOL DISTRICT
TOWN OF HEMPSTEAD
LEVITTOWN, NEW YORK 11756**

By Kathleen A. Grey Date 3/20/02

By Richard M. DeGardall Date 3/20/02

**UNITED TEACHERS OF ISLAND TREES
AFL/CIO LOCAL UNION 1846
LEVITTOWN, NEW YORK 11756**

By Ellen M. Murphy Date 3/10/02

By John F. Price Date 3/20/02

**APPENDIX A
ATHLETIC COACHING SALARY SCHEDULE**

Coaches in their first year in that sport shall receive 85% of the following entitlement; in their second year, 90%; in their third year, 95%; and in their fourth year or more, 100%.

| <u>SPORT</u> | <u>TEAM LEVEL</u> | <u>COACH LEVEL</u> | <u>01-02 MAX</u> | <u>02-03 MAX</u> | <u>03-04 MAX</u> |
|---------------|-------------------|--------------------|------------------|------------------|------------------|
| Badminton | Vars | Head | 3152 | 3262 | 3392 |
| Baseball | Vars | Head | 5357 | 5544 | 5766 |
| | Vars | Asst | 3749 | 3880 | 4035 |
| | JV | Head | 3749 | 3880 | 4035 |
| | MS | Head | 3214 | 3326 | 3459 |
| Basketball | Vars | Head | 6356 | 6578 | 6841 |
| | JV | Head | 4449 | 4605 | 4789 |
| | MS | Head | 3813 | 3946 | 4104 |
| Bowling | Vars & JV | Head | 4558 | 4718 | 4907 |
| Cheerleaders | Vars | Head | 3264 | 3378 | 3513 |
| | JV | Head | 2284 | 2364 | 2459 |
| Cross Country | Vars | Head | 2989 | 3094 | 3218 |
| Football | Vars | Head | 6808 | 7046 | 7328 |
| | Vars | Asst | 4767 | 4934 | 5131 |
| | JV | Head | 4767 | 4934 | 5131 |
| | JV | Asst | 4085 | 4228 | 4397 |
| | MS | Head | 4085 | 4228 | 4397 |
| | MS | Asst | 3405 | 3524 | 3665 |
| Lacrosse | Vars | Head | 5388 | 5577 | 5800 |
| | Vars | Asst | 3771 | 3903 | 4059 |
| | JV | Head | 3771 | 3903 | 4059 |
| | MS | Head | 3232 | 3345 | 3479 |
| | MS | Asst | 2694 | 2788 | 2900 |
| Soccer | Vars | Head | 5058 | 5235 | 5444 |
| | Vars | Asst | 3541 | 3665 | 3812 |
| | JV | Head | 3541 | 3665 | 3812 |
| | MS | Head | 3035 | 3141 | 3267 |

| <u>SPORT</u> | <u>TEAM LEVEL</u> | <u>COACH LEVEL</u> | <u>01-02 MAX</u> | <u>02-03 MAX</u> | <u>03-04 MAX</u> |
|--------------|-----------------------|------------------------|----------------------|----------------------|----------------------|
| Softball | Vars | Head | 5162 | 5343 | 5557 |
| | JV | Head | 3615 | 3742 | 3892 |
| | MS | Head | 3098 | 3206 | 3334 |
| Track | Vars | Head | 5232 | 5415 | 5632 |
| | MS | Head | 3139 | 3249 | 3379 |
| | MS | Asst | 2616 | 2708 | 2816 |
| Volleyball | Vars | Head | 4814 | 4982 | 5181 |
| | JV | Head | 3370 | 3488 | 3628 |
| | MS | Head | 2888 | 2989 | 3109 |
| Wrestling | Vars | Head | 5975 | 6184 | 6431 |
| | JV | Head | 4182 | 4328 | 4501 |
| | MS | Head | 3584 | 3709 | 3857 |
| | MS | Asst | 2987 | 3092 | 3216 |

**APPENDIX B
EXTRACURRICULAR ADVISOR SALARY SCHEDULE**

On or before each June 1, a list shall be posted in each building of the clubs and activities that are anticipated to be active in the subsequent year. The purpose of this is to alert staff to advisor opportunities and maximum compensation therefore. This posting shall include the maximum hours allotted to each Class A advisor which, however, is subject to review upon the joint request of the individual applicant and the U.T.I.T. representative. The final determination of hours is at the sole discretion of the Board.

Class A Advisors

These persons shall be paid at the hourly rate specified below upon submission of approved time sheets. Such work must be outside the normal student contact work day of the teacher in order to be claimed.

01-02 - \$26.38 02-03 - \$27.30 03-04 - \$28.39

Class B Advisors

These persons shall be paid the flat amount specified for all duties performed in conjunction with the assignment during one year. Such work must be outside the normal student contact work day of the teacher in order to be claimed.

| | <u>Middle School</u> | | | <u>High School</u> | | |
|-------------------------|----------------------|--------------|--------------|--------------------|--------------|--------------|
| | <u>01-02</u> | <u>02-03</u> | <u>03-04</u> | <u>01-02</u> | <u>02-03</u> | <u>03-04</u> |
| Dramatics Production | | | | | | |
| Head, per production | 2106 | 2180 | 2267 | 2432 | 2517 | 2618 |
| Ass't, per production | 892 | 923 | 960 | 1297 | 1342 | 1396 |
| Audio-Visual | 1621 | 1678 | 1745 | 1621 | 1678 | 1745 |
| School Store | - | - | - | 1783 | 1845 | 1919 |
| Student Finance | 1945 | 2013 | 2094 | 2188 | 2265 | 2356 |
| Newspaper, per issue | 486 | 503 | 523 | 568 | 588 | 612 |
| Yearbook, (exc. Photo) | 4053 | 4195 | 4363 | 4053 | 4195 | 4363 |
| Literary Magazine | 1595 | 1651 | 1717 | 1595 | 1651 | 1717 |
| Student Council | 2106 | 2180 | 2267 | 2106 | 2180 | 2267 |
| Freshman Class Advisor | - | - | - | 1115 | 1154 | 1211 |
| Sophomore Class Advisor | - | - | - | 1377 | 1425 | 1482 |
| Junior Class Advisor | - | - | - | 2188 | 2265 | 2356 |
| Senior Class Advisor | - | - | - | 3240 | 3353 | 3487 |
| Sportsnight | | | | | | |
| Head | 1458 | 1509 | 1569 | - | - | - |
| Assistant | 1134 | 1174 | 1221 | - | - | - |

APPENDIX C
SALARY SCHEDULE FOR TEACHING ASSISTANTS

| <u>Step</u> | <u>2001-02</u> | <u>2002-03</u> | <u>2003-04</u> |
|-------------|----------------|----------------|----------------|
| 1 | 24136 | 24981 | 25980 |
| 2 | 27253 | 28207 | 29335 |
| 3 | 28133 | 29118 | 30283 |
| 4 | 29010 | 30025 | 31226 |
| 5 | 29891 | 30937 | 32174 |
| 6 | 30770 | 31847 | 33121 |
| 7 | 31649 | 32757 | 34067 |
| 8 | 32530 | 33669 | 35016 |
| 9 | 33408 | 34577 | 35960 |
| 10 | 34288 | 35488 | 36908 |

For work subsequent to the end of the school year and prior to the beginning of school in September, payment shall be at an hourly rate of \$13.80 per hour, exclusive of lunch, in quarter-hour segments.

**APPENDIX D
OTHER PAYMENTS FOR ADDITIONAL DUTY**

| | <u>01/02</u> | <u>02/03</u> | <u>03/04</u> |
|--|--------------|--------------|--------------|
| 1. Chairperson per year | 3889 | 4025 | 4186 |
| Lead Teacher per year | 1297 | 1342 | 1396 |
| 2. Recreation & intramurals per hr. (instruction & supervision) | 21.98 | 22.75 | 23.66 |
| 3. Chaperones & Athletic Event Supervision per event | | | |
| a. Events commencing prior to 4:30 pm, school days | 43.97 | 45.51 | 47.33 |
| b. all other events | 52.76 | 54.61 | 56.79 |
| (Should a person supervise two events commencing after 4:30 pm, one shall be paid at the higher rate and one at the lower rate; 3 events, one at the higher rate.) | | | |
| 4. Home Teaching | | | |
| a. 1st hr. of tutoring the same student on one day | 31.57 | 32.67 | 33.98 |
| b. 2nd hr. of tutoring the same student on one day | 24.62 | 25.48 | 26.50 |
| 5. Summer Employment, per . . . | | | |
| a. 25 3-hr elementary school | 2432 | 2517 | 2618 |
| b. 32 3-hr secondary school | 3342 | 3459 | 3597 |
| (Subject to proration for number or length of sessions.) | | | |
| 6. Other additional approved duties not specified elsewhere in this contract (excluding adult education and Saturday recreation), per hour | 32.40 | 33.53 | 34.87 |

TEACHER SALARY SCHEDULE FOR 2001-2002

| STEP | BA | BA +30 | BA +45 | BA +60 | MA | MA +15 | MA +30 | MA +45 | MA +60 | DOC |
|------|-------|--------|--------|--------|-------|--------|--------|--------|--------|-------|
| 1 | 35813 | 38472 | 39857 | 41204 | 42551 | 43902 | 45251 | 46602 | 47944 | 48877 |
| 2 | 40791 | 43831 | 45342 | 46857 | 48394 | 49906 | 51421 | 52944 | 54462 | 55983 |
| 3 | 42445 | 45575 | 47142 | 48715 | 50275 | 51842 | 53411 | 54973 | 56538 | 58102 |
| 4 | 44104 | 47331 | 48930 | 50551 | 52164 | 53773 | 55383 | 56995 | 58607 | 60220 |
| 5 | 45760 | 49081 | 50737 | 52391 | 54047 | 55707 | 57367 | 59020 | 60680 | 62340 |
| 6 | 47418 | 50823 | 52466 | 54234 | 55938 | 57637 | 59341 | 61049 | 62750 | 64451 |
| 7 | 49081 | 52576 | 54328 | 56077 | 57825 | 59573 | 61323 | 63078 | 64818 | 66572 |
| 8 | 50737 | 54328 | 56114 | 57918 | 59713 | 61506 | 63305 | 65100 | 66893 | 68692 |
| 9 | 52391 | 56077 | 57918 | 59763 | 61603 | 63439 | 65283 | 67123 | 68962 | 70804 |
| 10 | 54047 | 57825 | 59713 | 61632 | 63484 | 65374 | 67261 | 69145 | 71036 | 72919 |
| 11 | 55707 | 59573 | 61506 | 63439 | 65374 | 67306 | 69244 | 71177 | 73104 | 75048 |
| 12 | 57367 | 61323 | 63305 | 65283 | 67252 | 69244 | 71220 | 73197 | 75188 | 77156 |
| 13 | 59020 | 63078 | 65100 | 67123 | 69145 | 71177 | 73197 | 75221 | 77256 | 79276 |
| 14 | 60680 | 64818 | 66893 | 68962 | 71036 | 73106 | 75188 | 77256 | 79322 | 81394 |
| 15 | 62338 | 66572 | 68692 | 70804 | 72919 | 75048 | 77159 | 79276 | 81394 | 83512 |
| 17 | 63565 | 67808 | 69924 | 72043 | 74148 | 76269 | 78397 | 80503 | 82625 | 84736 |
| 20 | 66019 | 70265 | 72375 | 74499 | 76611 | 78730 | 80854 | 82963 | 85083 | 87202 |
| 25 | 69716 | 73951 | 76070 | 78181 | 80298 | 82423 | 84534 | 86655 | 89004 | 90888 |

PSYCH. & COUNSELORS RECEIVE \$250 PER DAY FOR EXTENDED YR THROUGH JUNE 30.

TEACHER SALARY SCHEDULE FOR 2002-2003

| STEP | BA | BA +30 | BA +45 | BA +60 | MA | MA +15 | MA +30 | MA +45 | MA +60 | DOC |
|------|-------|--------|--------|--------|-------|--------|--------|--------|--------|-------|
| 1 | 37066 | 39819 | 41252 | 42646 | 44040 | 45439 | 46835 | 48233 | 49622 | 50588 |
| 2 | 42219 | 45365 | 46929 | 48497 | 50088 | 51653 | 53221 | 54797 | 56368 | 57942 |
| 3 | 43931 | 47170 | 48792 | 50420 | 52035 | 53656 | 55280 | 56907 | 58517 | 60136 |
| 4 | 45648 | 48988 | 50643 | 52320 | 53990 | 55655 | 57321 | 58990 | 60658 | 62328 |
| 5 | 47362 | 50799 | 52513 | 54225 | 55939 | 57657 | 59375 | 61086 | 62804 | 64522 |
| 6 | 49078 | 52602 | 54302 | 56132 | 57896 | 59654 | 61418 | 63186 | 64946 | 66707 |
| 7 | 50799 | 54416 | 56229 | 58040 | 59849 | 61658 | 63469 | 65286 | 67087 | 68902 |
| 8 | 52513 | 56229 | 58078 | 59945 | 61803 | 63659 | 65521 | 67379 | 69234 | 71096 |
| 9 | 54225 | 58040 | 59945 | 61855 | 63759 | 65659 | 67568 | 69472 | 71376 | 73282 |
| 10 | 55939 | 59849 | 61803 | 63789 | 65706 | 67662 | 69615 | 71565 | 73522 | 75471 |
| 11 | 57657 | 61658 | 63659 | 65659 | 67662 | 69662 | 71668 | 73668 | 75663 | 77675 |
| 12 | 59375 | 63469 | 65521 | 67568 | 69606 | 71668 | 73713 | 75759 | 77820 | 79856 |
| 13 | 61086 | 65286 | 67379 | 69472 | 71565 | 73668 | 75759 | 77854 | 79960 | 82051 |
| 14 | 62804 | 67087 | 69234 | 71376 | 73522 | 75665 | 77820 | 79960 | 82098 | 84243 |
| 15 | 64520 | 68902 | 71096 | 73282 | 75471 | 77675 | 79860 | 82051 | 84243 | 86435 |
| 17 | 65790 | 70181 | 72371 | 74565 | 76743 | 78938 | 81141 | 83321 | 85517 | 87702 |
| 20 | 68330 | 72724 | 74908 | 77106 | 79292 | 81486 | 83684 | 85867 | 88061 | 90254 |
| 25 | 72156 | 76539 | 78732 | 80917 | 83108 | 85308 | 87493 | 89688 | 92119 | 94069 |

PSYCH. & COUNSELORS RECEIVE \$250 PER DAY FOR EXTENDED YR THROUGH JUNE 30.

TEACHER SALARY SCHEDULE FOR 2003-2004

| STEP | BA | BA +30 | BA +45 | BA +60 | MA | MA +15 | MA +30 | MA +45 | MA +60 | DOC |
|------|-------|--------|--------|--------|-------|--------|--------|--------|--------|-------|
| 1 | 38549 | 41412 | 42902 | 44352 | 45802 | 47257 | 48708 | 50162 | 51607 | 52612 |
| 2 | 43908 | 47180 | 48806 | 50437 | 52092 | 53719 | 55350 | 56989 | 58623 | 60260 |
| 3 | 45688 | 49057 | 50744 | 52437 | 54116 | 55802 | 57491 | 59173 | 60858 | 62541 |
| 4 | 47474 | 50948 | 52669 | 54413 | 56150 | 57881 | 59614 | 61350 | 63084 | 64821 |
| 5 | 49256 | 52831 | 54614 | 56394 | 58177 | 59963 | 61750 | 63529 | 65316 | 67103 |
| 6 | 51041 | 54706 | 56474 | 58377 | 60212 | 62040 | 63875 | 65713 | 67544 | 69375 |
| 7 | 52831 | 56593 | 58478 | 60362 | 62243 | 64124 | 66008 | 67897 | 69770 | 71658 |
| 8 | 54614 | 58478 | 60401 | 62343 | 64275 | 66205 | 68142 | 70074 | 72003 | 73940 |
| 9 | 56394 | 60362 | 62343 | 64329 | 66309 | 68285 | 70271 | 72251 | 74231 | 76213 |
| 10 | 58177 | 62243 | 64275 | 66341 | 68334 | 70368 | 72400 | 74428 | 76463 | 78490 |
| 11 | 59963 | 64124 | 66205 | 68285 | 70368 | 72448 | 74535 | 76615 | 78690 | 80782 |
| 12 | 61750 | 66008 | 68142 | 70271 | 72390 | 74535 | 76662 | 78789 | 80933 | 83050 |
| 13 | 63529 | 67897 | 70074 | 72251 | 74428 | 76615 | 78789 | 80968 | 83158 | 85333 |
| 14 | 65316 | 69770 | 72003 | 74231 | 76463 | 78692 | 80933 | 83158 | 85382 | 87613 |
| 15 | 67101 | 71658 | 73940 | 76213 | 78490 | 80782 | 83054 | 85333 | 87613 | 89892 |
| 17 | 68422 | 72988 | 75266 | 77548 | 79813 | 82096 | 84387 | 86654 | 88938 | 91210 |
| 20 | 71063 | 75633 | 77904 | 80190 | 82464 | 84745 | 87031 | 89302 | 91583 | 93864 |
| 25 | 75042 | 79601 | 81881 | 84154 | 86432 | 88720 | 90993 | 93276 | 95804 | 97832 |

PSYCH. & COUNSELORS RECEIVE \$250 PER DAY FOR EXTENDED YR THROUGH JUNE 30.