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AGREEMENT

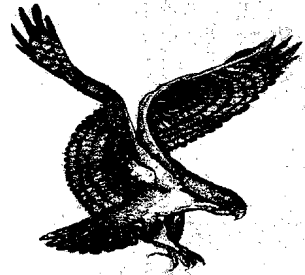
between the

BOARD OF EDUCATION

and the

TEACHERS' ASSOCIATION

July 1, 2008 - June 30, 2012



DEER PARK UNION FREE SCHOOL DISTRICT

DEER PARK PUBLIC SCHOOLS

TOWN OF BABYLON

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEER PARK, NEW YORK

JUL 07 2009

ADMINISTRATION

TABLE OF CONTENTS

ARTICLE	PAGE
I Recognition	1
II Dues Check Off	1
III Teachers' Association Activities	2
Section 1 Bulletin Boards	2
Section 2 School Mail Boxes	2
Section 3 School Facilities	2
Section 4 Teacher Activities	2
Section 5 Association Representatives	2
Section 6 Association Days	2
Section 7 Joint Board-Association Days	3
Section 8 No Reprisal	3
Section 9 Board Minutes	3
Section 10 Board Agenda	3
Section 11 Board Policy Book	3
Section 12 Teacher Policy Book	3
Section 13 Negotiation Ground Rules	3
Section 14 Negotiation Release	3
Section 15 Contract Printing	4
Section 16 State or National Association Leave	4
Section 17 Teachers' Association President	4
Section 18 District Orientation	4
Section 19 District Records	5
Section 20 DPTA on Board Agenda	5
Section 21 Prior Negotiation	5
Section 22 Teacher Association Notification of Building Assignments	5
Section 23 Building Meetings	5
IV Teacher Responsibilities	5
Part I The Teacher Year	5
Section 1 Calendar Year	5
Section 2 Number of Work Days	5
Section 3 School Calendar	6
Part II The Teacher Day	6
Section 1 Teacher Day	6
Section 2 Sign-In Time	7
Section 3 Reception of Pupils	8
Section 4 Sign-Out Time	8
Section 5 Teaching Periods	8
Section 6 Special Teaching Periods	8
Section 7 Successive Teaching	8
Section 8 Course Assignments	8
Section 9 Teacher Preparations	8
Section 10 Preparation Periods	9
Section 11 Lunch Period	9

	Section 12	Use of Substitutes	9
	Section 13	Teacher Assignment	10
	Section 14	Co-curricular Activities	10
	Section 15	Secretarial Help	10
	Section 16	Parent Conferences	11
	Section 17	Professional Development Committee	11
	Section 18	Elementary Half Day Sessions	12
	Section 19	Teacher Duties	12
	Section 20	Instructional Materials	13
	Section 21	Schedule Structuring	14
	Section 22	Nine-Period Day (Robert Frost)	14-16
V	Professional Responsibilities		16
	Section 1	Official Professional File	16-17
	Section 2	Private Tutoring	17
	Section 3	Class Interruptions	17
	Section 4	Outside Activities	18
	Section 5	Professional Evening Meetings	18
	Section 6	Required Evening Meetings	18
	Section 7	Faculty Meetings	18
	Section 8	Extra Help	18
	Section 9	Orientation Programs	19
	Section 10	Class Visitations	19
	Section 11	Professional Visitation & Observation .	19
	Section 12	Professional Cooperation	19
	Section 13	Curriculum	20
	Section 14	Teachers Conferences	20
	Section 15	Comfortable Facilities	20
VI	Personnel Practices		20
	Section 1	Professional Vacancies	20
	Section 2	Request For Transfer	21
	Section 3	Voluntary Transfers	21
	Section 4	Voluntary Transfers	21
	Section 5	Involuntary Transfers	21
	Section 6	Teacher Protection	22
	Section 7	Teacher Assaults	22
	Section 8	On-The-Job Injury	23
	Section 9	Physical Examinations	23
	Section 10	Notifications	23
	Section 11	Title IX Provision	23
VII	Salaries and Additional Benefits		24
	Section 1	Salary Schedule	24
	Section 2	Extra Compensation	26
	Section 3	Miscellaneous	26
	Section 4	Guidance Counselors	26
	Section 5	Audio-Visual Differential	27
	Section 6	Tax Sheltered Annuities	27
	Section 7	Health Insurance	28

	Section 8	Other Insurance	29
	Section 9	Damage to Property or Personal Loss ...	30
	Section 10	Coordinators	31
	Section 11	Flexible Benefits Plan	32
VIII	Leave	.....	32
	Section 1	Notification of Absence	32
	Section 2	Board Policy	32
	Section 3	Absence Because of Death in Family	33
	Section 4	Supplementary Leave	34
	Section 5	Jury Duty	34
	Section 6	Unexcused Absence	35
	Section 7	Teacher's Responsibility for Absence ..	35
	Section 8	Sick Leave Accumulation Policy	35
	Section 9	Sick Leave Beyond Days Accumulated	35
	Section 10	Sick Leave Accumulation for Purpose of Retirement Payment	36-39
	Section 11	Health Leave	39
	Section 12	Other Leave	39
	Section 13	Child Rearing Leave	39
	Section 14	Military Leave	40
IX	Professional Study	.....	40
X	Exchange Teaching	.....	40
	Section 1	Eligibility	40
	Section 2	Credit for Salary Schedule	41
	Section 3	Granting of Leave of Absence	41
	Section 4	Returning from a Leave of Absence	41
XI	Peace Corps Leave	39	41
	Section 1	Eligibility	41
	Section 2	Salary Credit	42
	Section 3	Job Security	42
XII	Summer School	.....	42
	Section 1	Salary Schedule	42
	Section 2	Sick Leave	42
	Section 3	Notice of Summer School	42
	Section 4	Notice of Vacancy	42
	Section 5	Leave of Absence	42
	Section 6	Internal Employment	42
	Section 7	Registration	43
	Section 8	Confirmation of Employment	43
	Section 9	Position Priorities	43
XIII	Grievance Procedure	.....	43
	Section 1	Definition	43
	Section 2	Procedure to be Followed	44
		Stage 1	44
		Stage 2	44
		Stage 3	45
XIV	No Strike or Work Stoppage	.....	46

XV	The Board	47
XVI	Collective Negotiations	47
XVII	Professional Library Material	47
	Section 1 Allocation of Funds	47
	Section 2 Requests	47
	Section 3 Housing	47
	Section 4 Coordination	47
XVIII	Teacher Evaluation	48
	Section 1 Observation	48
	Section 2 Association Representation	49
XIX	Job Security	49
	Section 1 Probationary and Tenure Teachers	49
	Section 2 Part-Time Teachers	50
XX	Teacher Staffing	51
XXI	Rehiring Rights	52
XXII	Administrative Intern	53-54
XXIII	Traveling Teachers	55
	Section 1 Mileage	55
	Section 2 Parking Spaces	55
	Section 3 Duty Coverage	55
XXIV	Duration	55
	Appendix I A	56
	Appendix I B	57
	Appendix I C	58
	Appendix I D	59
	Appendix I E	60
	Appendix II	
	Salary Schedule	61
	Section 1 Payment Options	61
	Section 2 Increment Holding	61
	Section 3 In-Service Credit	61
	Section 4 Professional Development	61-63
	Section 5 Course Requirements	63
	Section 6 Additional Credits	64
	Section 7 Pay Days	64
	Section 8 Extended Holidays	64
	Section 9 Co-Curricular Payment	64
	Section 10 Full Year Co-Curricular Payment	65
	Section 11 Seasonal Extra Curricular Payment	65
	Section 12 Check Availability	65
	Section 13 Longevity	65
	Section 14 Teachers Federal Credit Union	65
	Deductions	
	Appendix III	
	Extra Compensation for Extra Responsibility	66
	Section 1 Sports	66-70
	Section 2 Other Activities	70-74

Appendix IV	
Calendars	75-76
Appendix V	
Memorandum of Agreement - 403(b)	77-79
Hold Harmless Agreement - 403(b)	80-81
Contract signatures	82
Index	83-88

Agreement made and entered into this 9th day of September, 2008 by and between the Deer Park Board of Education (hereinafter referred to as the "Board") and the Deer Park Teachers Association (hereinafter referred to as the "Association").

WITNESSETH

ARTICLE I

RECOGNITION

The Board hereby recognizes the Deer Park Teachers' Association as the exclusive negotiating representative of the unit of employees of the Deer Park Union Free School District, described as follows: All professional teaching personnel and all nonteaching professional personnel (guidance counselors, attendance officers, librarians, social workers, school psychologists and coordinators). Excluded from this contract are the following: Superintendent, Deputy Superintendent, Assistant Superintendents, District Administrators, Building Principals, Associate Principals, Curriculum Associates, Directors, and Supervisors.

ARTICLE II

DUES CHECK OFF

Section 1 - The Board hereby agrees to make ten (10) dues deductions from the salaries of its employees for membership dues of the Association, New York State United Teachers and its national affiliates provided that the employees authorized the Board in writing to make such deductions. The Board agrees to deduct and transmit such money to the appropriate designated organization beginning in October of each year.

Section 2 - Such dues deduction authority shall be continuous while employed in the school system or until withdrawn by written notice on or before September 15, of any year with respect to the dues for the coming year.

Section 3 - The Board and the Association will jointly prepare a list of those employees, currently employed, who have heretofore signed dues deduction authorizations which shall be honored as of September 1, 2008.

Section 4 - The Board will transmit any changes in the dues deduction master list on a monthly basis.

Section 5 - A maintenance fee equal to the Association dues will be deducted from nonmembers who receive benefits from negotiations and grievances performed by the duly elected and recognized teacher negotiations unit within the Deer Park School District.

ARTICLE III
TEACHERS' ASSOCIATION ACTIVITIES

Section 1 - Bulletin Boards

A bulletin board approximately 3'x 4' in each faculty room shall be reserved for the use of the Association for the purpose of posting notices and/or information dealing with Association business. The Association shall not use the phraseology "faculty meeting" when announcing a meeting of the Association.

Section 2 - School Mail Boxes

The Association may use the teachers' mail boxes for distribution of official business materials and/or notices. The time when such notices are to be inserted must be approved by the local building principal.

Section 3 - School Facilities

The Association may use school facilities for Association meetings, provided that such meeting will not be held during the Teaching Day or during the instructional program. The Association may use school duplicating machinery facilities, provided such use does not interfere with their use by the District.

Section 4 - Teacher Activities

No teachers shall engage in Association activities during the time he/she is assigned to teaching or other duties.

Section 5 - Association Representatives

The Building Principal and Association Representatives in each building shall meet on a regular basis at a reasonable and mutually convenient time to discuss matters of mutual concern.

Section 6 - Officers or designees of the Association will be entitled to a collective total of 50 days, without deduction from personal or sick leave, during the school year to attend to Association business and shall be paid

their regular salary, but the Association shall reimburse the District for the cost of substitute teachers. In negotiating years, the number of days shall be 60.

Section 7 - Officers or designees of the Association shall be entitled to a collective total of three (3) days, (without deduction from personal or sick leave banks) during the school year to attend conferences, which solicit at least both the Board and Teacher organization representatives. The DPTA shall pay for substitutes.

Section 8 - No Reprisal

The Board of Education and its administrative personnel shall not discriminate against any member of the appropriate unit on the basis of race, color, creed, national origin, sex, age, handicapping condition, marital status, membership or participation in, or association with the activities of any employee organization.

Section 9 - Copy of the Board minutes will be available on the district website.

Section 10 - Three (3) copies of the proposed Board agenda for regular public meetings will be available at the District Office for the Association on the day of such meetings. The Association understands and agrees that such proposed agenda is subject to modifications or revisions at any time up to and during the public meetings.

Section 11 - The Association shall be entitled to two (2) copies of the Board Policy Book, when it is published.

Section 12 - Each teacher shall receive a copy of the revised Teacher Policy Book. The Code of Conduct will be available on the district website.

Section 13 - If a mediator or fact finder, appointed pursuant to the provisions of the Taylor Act, requires meetings during the school day, the cost of substitutes, necessitated by the attendance of Association representatives at such sessions, shall be shared equally by the Board and the Association. If any party is unable to meet for negotiations after school hours, and school day negotiating sessions are required, such party shall bear the cost of substitutes required to permit Association representatives to attend. For the purpose of this section, the Association shall be entitled to no more than four (4) such representatives.

Section 14 - A maximum of three (3) representatives of the Association negotiating team, or elected officials, may take a leave of absence for one (1) year from their extra cocurricular assignments, and upon the termination of such year shall be entitled to claim his/her extra-cocurricular assignments. Such leave shall be renewable in succeeding years if the individual maintains the stated Association position.

Section 15 - The Board will cause copies of this Agreement to be printed at its expense in sufficient quantity so that copy may be distributed to each teacher covered by the Agreement. Distribution shall be from the Building Principal to the Association Building Representative. The Association will be provided with fifty (50) copies of the contract. All teachers entering the District after September will be given a copy of the contract by the Association.

Section 16 - State or National Association Leave

One (1) teacher designated by the Association shall be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in activities at the state or national level, and said leave of absence can be renewed.

Section 17- The President of the Association shall have a teaching day three (3) periods less than the prescribed teaching day at his/her teaching level. The Executive Vice-President of the Association shall have a teaching day one (1) period less than the prescribed teaching day at his/her teaching level. The schedule shall be arranged to release the Association President and Executive Vice-President as early in the day as possible. The parties will work out an appropriate variation of the provision to cover circumstances of the President or Executive Vice-President being an elementary school teacher. The President and Vice-President(s) shall not be assigned duties. The Board shall bear all costs.

Section 18 - If the District holds an orientation program for new teachers prior to the arrival of continuing teachers, the DPTA will have the option of speaking to the teachers for one (1) hour.

Section 19 - The Association will have access to all records of the District that pertain to the Association's functions and future contract negotiations.

Section 20 - The DPTA shall be reserved a place on the agenda of the regular Board meeting each month. The Association shall inform the District Superintendent of the subject(s) four (4) days prior to the Board meeting.

Section 21 - The Board agrees that it will make no changes without appropriate prior consultation and negotiations with the Association in regard to proper subjects for collective bargaining. Agreements reached shall be reduced to writing and shall become addendum to this agreement.

Section 22 - The Association shall be notified in writing of the names, addresses, area assignments, building assignments and salary placement of all teachers in the unit. Updates of new employees shall be forwarded as soon as practicable and within a reasonable period.

Section 23 - In addition to meetings under Section 3, the Association shall have the right to hold one building meeting in each building at the beginning and/or end of the instructional day with the understanding that the professional responsibilities of individual teachers take priority over the meeting. Prior notice is to be given to the Building Principal and his/her approval will not be unreasonably withheld.

ARTICLE IV

TEACHER RESPONSIBILITIES

Part 1

The Teacher Year

Section 1 - The calendars for the 2008-09 and 2009-10 school years are annexed hereto as Appendix IV.

Section 2 -

- a) The 2008-12 school years shall have 184 workdays. If schools are closed by the Superintendent, the first two (2) days will not be made-up by the staff.

- b) In the event New York State increases the mandated school year to 185 days, no negotiations will be necessary to restore the day to the calendar without additional compensation.

Section 3 – The School calendar for each year of the agreement shall be established by the Superintendent of Schools in consultation with the President of the DPTA.

Part II
The Teacher Day

Section 1 – Teacher Day

The Teaching Day will commence at sign-in time and shall end at sign-out time. During the teaching day, the teacher shall perform all duties assigned subject to the provisions of this contract. The total length of the teacher day at each level shall be as follows:

Elementary Schools (Pre-K - 5), 7 hours + 5 minutes effective 7/1/08; 7 hours effective July 1, 2009

Middle School (6-8), 7 hours, + 5 minutes

Senior High School (9-12), 7 hours, + 5 minutes

Section 2 – Sign-in Time

- a. Grades 9-12 sign in time shall be 10 minutes before the instructional day begins. Grades 6-8 sign in time shall be 10 minutes before the instructional day begins. Elementary sign in time shall be immediately preceding the 30 minute morning professional period.

- b. "Effective July 1, 2007 there shall be a 9 period day at the high school consisting of 5 formal teaching periods, a duty period, a lunch period, a preparation period and a professional period, in addition to homeroom. Periods 1-9 shall be of the same length in time. Professional activities, other than formal classroom instruction, shall be assigned during the professional period for activities such as, but not limited to, professional development, department meetings, grades/teams/subject/course planning meetings, IT training, curriculum development. (exclusive of curriculum writing as set forth in Article IV, Part II, Section 17) informal instruction/extra help (if initiated by the teacher and not in conflict with the assigned professional activity)."

- c. Effective July 1, 2008, the length of the elementary workday shall be increased to 7 hours and 5 minutes.
- i. There shall be a 30 minute Professional Development Period at the beginning of the day for all staff; a 40 minute lunch period; a 40 minute preparation period; duties for elementary teachers shall be eliminated but they shall continue to receive the students in the buildings at the beginning of the day and accompany them to buses and dismissal at the end of the day.
 - ii. The professional development period shall be used as follows: two days per week, District directed; two days per week, teacher directed with prior notice to principal via planbooks; one day per week for meetings. Elementary teachers may be required, up to two times a month to come in thirty minutes prior to the workday so that meetings may be up to one hour long.
 - iii. Elementary teachers shall be exempt from the requirements of Article V Section 7.
 - iv. In the event of a shortened workweek, the district directed professional development periods shall take precedence, then the teacher directed. District directed Professional Development periods shall be used for, but not limited to, professional activities other than formal classroom instruction; professional development; grade or other meetings; teacher training; curriculum development (exclusive of curriculum writing as set forth in Art. IV Part II.17); informal instruction/extra help (if initiated by the teacher and not in conflict with the assigned professional activity).
- d. Effective July 1, 2009 the length of the elementary work day shall be 7 hours and all else from above paragraphs shall remain in effect. (Student contact time reduced by 5 minutes from prior year.)

Section 3 – Reception of Pupils

Grades 9-12 teachers shall be present in their respective classrooms or other assigned areas, 5 minutes before the reception of pupils at the beginning of the school day.

Grades 6-8 teachers shall be present in their respective classroom or other assigned areas, 10 minutes before the reception of pupils at the beginning of the school day.

Grades Pre-K-5 teachers shall be present in their respective classrooms 5 minutes before the reception of pupils at the beginning of the school day.

Section 4 – Sign-out time

Grades 9-12 teachers shall be 7 minutes after the instructional day ends. Sign-out time for teachers in grades 6-8 shall be 20 minutes after the instructional day ends. Sign-out time for the teachers in grades PK-5 shall be 10 minutes after the instructional day ends.

Section 5 – Teaching Periods

During the school year, a teacher may alternately be assigned to teach 4 or 6 periods a semester. During the semester when 6 periods are being taught the teacher shall not be assigned a duty. Non-tenured teachers will be assigned only if appropriate tenured teachers are not available. The selection of the teacher will not be arbitrary or capricious. A teacher so assigned will be given the opportunity to meet with the principal before the assignment begins.

Section 6 – Special Teaching Periods

All elementary special teachers working 40 minute periods shall be assigned to no more than six (6) teaching periods.

Section 7 – Successive Teaching

Every effort will be made not to assign a teacher for five (5) continuous periods of instruction and/or combination of instruction and supervision. No elementary or special teacher shall be assigned more than one hundred-ninety (190) minutes of continuous instruction and/or combination of instruction and supervision.

Section 8 – Course Assignments

Teachers shall not be required to teach subjects in more than two departmental areas.

Section 9 – Teacher Preparations

A teacher shall not be required to make more than three (3) actual different preparations in any departmentalized area, except special area teachers (art, music, business, home and careers, technology) whose assignments if limited to three (3) preparations would result, because of low student

enrollment, in fewer than five (5) teaching periods per day at the secondary level or six (6) teaching periods per day at the elementary level. In no case shall there be more than four (4) preparations assigned. Assignments at different grade levels and to different ability groups shall in each case constitute different preparations.

Section 10 - Preparation Period

Effective July 1, 2008:

- i. Departmental - All teachers in departmental areas shall be scheduled to have one preparation period per day during the Teacher Day.
- ii. Elementary - All full day kindergarten and elementary classroom teachers shall be scheduled to have no less than a 40 minute preparation period per day during the Teacher Day.
- iii. Special Teachers - All elementary special teachers shall be scheduled to have no less than a 40 minute preparation period per day during the Teacher Day.
- iv. Pre Kindergarten - Pre-K teachers shall be scheduled to have one 40 minute preparation period between the morning and afternoon sessions.

Section 11 - Lunch Period

- (a) All teachers in grades 6-12 shall be scheduled to have one duty free lunch period.
- (b) All teachers Pre-K-5 shall be scheduled to have one 40 minute duty free lunch period.

Section 12 - Use of Substitutes

- (a) Every attempt will be made to obtain a substitute teacher qualified in the particular area. In the event a qualified substitute in a particular area cannot be obtained, a substitute qualified in another area will be secured. If a substitute cannot be obtained, teachers will be reimbursed at the rate found in App 1E. In the elementary schools when a teacher is absent, if the class of students are reassigned and four (4) or less additional students are assigned to a teacher, no compensation shall be required. Teachers who are assigned more than four (4) additional students shall share equally the daily internal coverage rate found in App IE. This shall not

apply in the case of an emergency which shall be defined as uncontrollable circumstances that occur after the Teachers Day begins. In such situations, the chain for coverages shall be:

- (1) Department teacher members
- (2) Other available teachers

(b) Stipends for internal coverage will increase by 3% in each year of the contract. As a result:

(i.) Effective July 1, 2008, the reimbursement rate shall be:

\$30.10 per period and \$150.20 per day.

(ii.) Effective July 1, 2009, the reimbursement rate shall be:

\$31.00 per period and \$154.71 per day.

(iii.) Effective July 1, 2010, the reimbursement rate shall be:

\$31.93 per period and \$159.35 per day.

(iv.) Effective July 1, 2011, the reimbursement rate shall be:

\$32.89 per period and \$164.13 per day.

Section 13 - Teacher Assignments

Tentative Teacher Assignments for each September term shall be made available to the staff on or about June 1st. If a change in subject assignment, grade level, or building assignment must be made after the end of the school term, the building principal, assistant principal or appropriate supervisor shall attempt to inform the teacher affected, by phone or certified mail, as soon as that change is known. Telephone contact will be confirmed by regular mail.

Section 14 - Cocurricular Activities

At his/her discretion, the local building principal may schedule cocurricular activities to commence immediately after the termination of the instructional school day, but no later than 20 minutes after the instructional school day unless a conflict of the use of facilities requires a period longer than said 20 minutes.

Section 15 - Secretarial Help

The Building Principal shall establish a procedure for the use of school secretarial services for regularly assigned teachers in the preparation of instructional materials. The Building Principal shall inform his/her entire staff of

the mechanics and operation of such procedure. Such procedures shall include:

- a) Materials to be typed and duplicated, four (4) days minimum notice to office staff.
- b) Material to be duplicated, two (2) days minimum notice to office staff.
- c) Bulk mail-outs to be duplicated by the publications office, four (4) days minimum notice to office staff.
- d) A clerical procedure shall be instituted to help relieve teachers from addressing envelopes for parental communications including, but not limited to, proficiency, deficiency notices.

If, in the judgment of the building administrator, the above stated procedure unduly interferes with the regular duties of the office staff, the administrator may revise such procedure subject to prior discussion and consultation with the Association. If revisions are made, the building administrator shall advise the staff in writing of those changes.

Section 16 - Parent Conferences

- a) In grades Pre-K - 5, three 2 1/2 hour days in the Spring and three 2 1/2 hour days in the Fall, shall be provided, to the extent permitted by law, for parent conferences.
- b) Effective July 1, 2005, two evening parent-teacher conferences shall be provided from 6 PM - 9 PM, by all Pre K - 5 teachers.
- c) Effective July 1, 2009, two evening parent-teacher conferences shall be provided from 5:30 PM - 8:30 PM, by all Pre K - 5 teachers.

Section 17 - Professional Development Committee

Each year the Professional Development Committee shall have the authority to allocate \$17,000 for curriculum work projects, the stipends to be set by the committee for work done by unit members of the DPTA. Money not spent in one contract year will be rolled over to the following year. The Superintendent, after consultation with the DPTA, will identify major areas of curriculum work each year, and inform the Committee of the areas in which curriculum shall be developed.

Section 18 - Elementary Half Day Sessions

Half day sessions shall be held at the K-5 grade level on the last three days of the school year, to the extent permitted by law.

Section 19 - Teacher Duties and Student Supervision

All 6 through 12 teachers covered in the bargaining unit shall be responsible for the performance of cafeteria duty, hall duty, bus duty, curriculum development, locker room supervision and recreation duty on an equitable rotational basis as determined by the building administrator:

- (a) Middle School teachers will have a duty equal to 40 minutes. High School teachers will have a duty equal to 40 minutes.
- (b) Hall duty, study hall or locker room supervision (grades 6 through 12) shall run for 40 weeks. Cafeteria duty (grades 6 through 12) shall run for a maximum of 20 weeks on a voluntary basis and 20 weeks for other duties as set forth in "(b)" above. If insufficient volunteers for cafeteria duty are available, teachers shall be assigned by building principal.
- (c) Physical Education teachers may be assigned to locker room supervision.
- (d) Bus duty 6 through 12 shall run for 40 weeks A.M. and P.M. sessions.
- (e) No teacher shall be assigned more than one of the above duty schedules.
- (f) All elementary teachers Prek-5 shall receive students in the building at the beginning of the day and accompany them to buses and dismissal at the end of the day.
- (g) (1) During the period of time designated "professional development," the Building Administrator or Supervisor may call upon teacher(s) with regard to their current assignment for the purpose of:
Professional activities, other than formal classroom instruction, shall be assigned during the professional period for activities such as, but not limited to, professional development,

- department meetings, grades/teams/subject/course planning meetings, IT training, curriculum development. (exclusive of curriculum writing as set forth in Article IV, Part II, Section 17) informal instruction/extra help (if initiated by the teacher and not in conflict with the assigned professional activity).
- (2) Requests for written work during said period shall be reasonable in nature and scope.
 - (3) Extensive new curriculum work and/or extensive revision of existing curriculum shall remain under the purview of the Professional Development Committee.
 - (4) Both parties understand that cooperation and flexibility are necessary if this concept is to be effective and positive.
- (h) At the elementary level there should be a 30 minute professional development period at the beginning of the day for all staff.
 - (i) A classroom teacher who is on a field trip shall not be responsible for providing coverage for his/her duty. The same shall apply to a special area teacher for whom no substitute has been hired. A teacher may volunteer for this duty on a paid basis. If there are insufficient volunteers, teachers may be directed to cover the duty on an equitable, rotational basis for pay. The rate of pay shall be:
 - For the 2008-09 school year: \$22.56 (30 minutes)
 - For the 2009-10 school year: \$23.24 (30 minutes)
 - For the 2010-11 school year: \$23.93 (30 minutes)
 - For the 2011-12 school year: \$24.65 (30 minutes)
 - (j) At the High School and Middle School, teachers taken from a duty period to cover a class will be paid for such coverage. Teachers can be transferred from one duty to another duty without compensation. Teachers may volunteer to cover for another teacher.
 - (k) Elementary Special area teachers may be required to cover for teachers to attend LST, IST, CSE meetings at the beginning or end of the scheduled school day and for emergency situations that may arise during the course of the school day. Such assignments shall be equitably rotated. Teachers will not be required to cover in lieu of a class or scheduled assignment.

Section 20 - Adequate instructional materials will be available to the teachers throughout the year.

Section 21 – Schedule Structuring

When a daily time schedule is restructured for the purpose of facilitating overall building communication with the inclusion of a grade level period, (homeroom, organizational period, etc.), the following guidelines shall apply:

- (1) No alteration in the length of the working day.
- (2) The activities of such time periods shall be:
 - Opening exercises
 - Daily announcements
 - Attendance procedures
 - Student clerical requirements
 - Distribution of materials
- (3) All grade level period (homeroom, organizational period, etc.) assignments shall be determined on an equitable basis for the available staff.

Section 22 - The following provisions shall apply to the Frost Middle School operating on a nine-period day:

- a. Home base at Robert Frost is reduced by 9 minutes; 1 minute added to each period making 40 minute periods, eff. July 1, 2008.
- b. Home Base will be assigned only to teachers and members of the bargaining unit who spend a majority of their time in the Frost School and who are available in the building at home base time. (Majority = 3 teaching periods or more.)
- c. Part time teachers of less than 3 teaching periods will not be assigned home base, except in cases of emergency, and only after the partner system has been utilized.
- d. The additional period in a teacher's schedule will be utilized as a team planning meeting. (TPM)
- e. Part time and traveling teachers of less than 3/5 teaching time will be assigned TPM's on a prorated basis if they are available during the TPM which can only be during an adjacent period to their scheduled teaching periods.

- f. (1) Team leaders shall be elected by a majority of the team, from those who volunteer, subject to the approval of the Building Principal whose approval shall not be unreasonably withheld. Elections shall be held annually. A team leader may resign as team leader upon one month's written notice to the team and principal.
- (2) If no volunteers are available, the principal shall first meet with the team for discussion. Thereafter the principal may appoint a volunteer from another team, appoint an administrator or arrive at a mutually agreeable solution with the team.
- (3) The team leader may be removed as team leader by majority vote of the team subject to the approval of the principal. The team leader may also be removed as team leader by the principal after discussion with the team. Such removal shall not be arbitrary or capricious.
- g. The team leader shall:
- (a) act as liaison between the team, the principal, support staff, substitute teachers and parents;
 - (b) be responsible for conducting team meetings, keeping minutes and following procedures which have been established by the Principal in consultation with the team leaders;
 - (c) coordinate field trips and interdisciplinary activities;
 - (d) perform other functions established by the Principal in consultation with the DPTA Building Officers. It is the intent of the parties that team leaders will not function as chairpersons, directors or coordinators.
- h. Team leaders shall not conduct evaluations of any DPTA bargaining unit member.
- i. The team leader will not be required to disclose information regarding the job performance of any team member or any information exchanged in confidence. This shall not apply to those records that the team leader is required by the principal to keep as part of the ordinary conduct of team meetings.
- j. A team leader shall not receive evaluations on his/her ability to perform as team leader.
- k. The team leader shall be a full time actively assigned member of the bargaining unit represented by the DPTA except in the case of e.(2), if the principal appoints an administrator.

- l. Each team leader shall be scheduled for one less duty period per week. Such time shall be utilized by the team leader at his/her discretion. The parties understand that this program requires cooperation and flexibility to succeed. In that regard, when necessary, a team leader may be required to be in attendance no more than one period per week for a meeting(s) or to engage in other related activities after school when those activities or meetings are necessary for the program.
- m. If the Board reverts, at the Frost School, back to an eight-period day, all terms and conditions described herein will revert back to the language which existed in the contract during the 1990-91 school year, subject to other changes, if any, reached during collective bargaining. Any such decision of this sort shall be transmitted to the Association in writing within one week from the date of such decision.

ARTICLE V

PROFESSIONAL RESPONSIBILITIES

Section 1 - Official Professional File

- a.) Upon the request of the teacher, on reasonable notice, he/she shall be permitted after school hours to examine his/her own Deer Park School System Official Professional File maintained in the Office of Personnel. Such examination shall be limited to ratings, observations, and evaluations made by supervisory personnel concerning the teacher's service in Deer Park School System.
- b.) No such materials shall be placed in his/her file unless the teacher has had an opportunity to read it.
- c.) The teacher shall acknowledge that he/she has read such materials by signing the copy to be filed, but such signature shall not be deemed to constitute agreement by the teacher with its content.
- d.) Refusal of the teacher to sign will be noted by an appropriate representative of the District.

- e.) The teacher shall have the right to answer in writing any material filed and his/her answer shall be inserted in his/her file. Such written rebuttals to observations and evaluations may only be submitted up to 20 working days after the receipt of the observation or evaluation.

f.)The official school Evaluation Form must be used for all professional file insertions. Observations may be made for the period between sign-in and sign-out time, except that music and art teachers may be observed while performing activities outside this time frame for which supervision compensation is provided.

g.)The annual evaluation shall be related to individual evaluations made during the school year.

h.)All official observations must be written and offered to the teacher for signing within seven (7) working days. The teacher when signing the observation will also write in the date on which he/she signed the observation.

i.)Official observations will be made by the Superintendent, Deputy Superintendent, Assistant Superintendents, District Administrators, the Building Principal, Associate Principals, Curriculum Associates and Directors.

j.)Directors/Curriculum Associates assigned to specific subject areas will make official observations only within their immediate departments in Grades 6-12. Observations of teachers outside the director's immediate area, for the purpose of improving instruction may be made by the directors. Such written observations by directors outside their immediate area will not become a part of the teacher's permanent folder nor used as part of the yearly evaluation.

k.)If a teacher is assigned to more than one building, the official observations used in the annual evaluation shall be from the principal of the building to which the major portion of teaching assignments are found.

Section 2 - Private Tutoring

A Teacher in the Deer Park School System shall neither privately teach nor coach, for pay, pupils who are in any classes of the teacher.

Section 3 - Class Interruptions

Unless directed by Building Principal, no teacher or staff member shall interrupt, in any manner, any regularly scheduled class instruction. Instructional classes shall not be interrupted for athletic team physical examinations,

announcements (other than emergency announcements), local college or business school interviews and meetings. School physicals will be completed as soon as practicable after the school year begins. Instructional classes shall not be interrupted for clerical type school functions nor will teachers or students be assigned such work during their instructional classes.

Section 4 – Outside Activities

During the instructional day, teachers shall not engage in outside activities not directly related to the teaching assignment.

Section 5 – Professional Evening Meetings

Notwithstanding anything to the contrary herein contained, teachers shall be encouraged to participate in and attend evening meetings related to the instructional program.

Section 6 – Required Evening Meetings

In addition to the school calendar, teachers shall, unless excused by the Building Principal, attend one (1) evening program during the school year. In addition to the aforementioned evening program, teachers shall attend two (2) evening parent-teacher meetings, to be scheduled from 5:30 pm to 8:30pm. Teachers assigned to more than one building, shall attend the meetings where the majority of the teaching day is spent.

Section 7 – Faculty Meetings

It is the intention of the parties that teachers may be required to attend no more than three meetings per month when such meetings are authorized by the Building Principal or higher authority. These meetings include faculty, department and/or grade level meetings. Only under extreme circumstances shall any additional meetings be required. Meetings shall not exceed one (1) hour in length.

Section 8 – Extra Help

1. All teachers (including social worker, guidance counselors and school psychologist) are required to provide extra help prior to or at the close of the school day.
2. Extra help need not be provided on a weekly basis but at the professional discretion of the teacher, subject to the authority of the principal when the principal has determined that the extra help need is not being fulfilled, the principal can require at least one

period of extra help per week. Such requirement shall be on a reasonable basis and shall not be arbitrary. Teachers shall keep a record of extra help provided.

3. LST's, group meetings, etc. are not considered extra help and are not to be conducted by any teacher during this period.

Section 9 - Orientation Programs

Teachers, who have not received tenure, shall attend, as directed, scheduled orientation programs after the Teacher Day during the Fall term, and the orientation program shall not extend for more than five (5) sessions, and each such session shall be no more than one and one-half hours in duration.

Section 10 - Class Visitations

The principal may direct a teacher during the probationary period to devote a number of preparation periods (not in excess of 10) to observe classes conducted by other teachers.

Section 11 - Professional Visitation and Observation

(a) Upon his/her request, a teacher may, in the sole discretion and upon prior approval of the Superintendent, be assigned one (1) day per year for professional visitation and observation outside of the District and one (1) day per year for intra-visitation and observation. These days will not be deducted from the sick leave accumulation and there will be no loss of pay.

(b) On the recommendation of the Building Principal, the Superintendent may assign a teacher to one (1) day per year for professional visitation and observation outside the District and one (1) day per year for intra-district visitation and observation. These days will not be deducted from the sick leave accumulation and there will be no loss of pay.

Section 12 - Professional Cooperation

It is recognized that the demands of a modern educational program require constant evaluation, modification and/or revision, and that this is best accomplished through meaningful, cooperative involvement of the Professional Staff. In order to meet this reasonable and desirable objective, the Professional Staff (teachers) may be asked to provide up to one hundred (100) hours of service beyond the teaching day. It is expressly agreed that said

additional service is conditioned upon the consent of the individual teacher.

Section 13 - Curriculum

Teachers are expected to become well informed concerning the approved local and state curriculum for their grades, fields, and school district.

Section 14 - Teacher Conferences

The sum of \$13,000.00 shall be allocated for the sole purpose of financing teachers' attendance at educational -related conferences. Maximum substitute days, 112.

A Deer Park Teachers Association-appointed committee shall make all conference recommendations to the Superintendent for his/her approval. If a committee recommendation is not accepted, written reasons will be given to the Committee.

From the aforementioned sums an annual total of \$1,000.00 shall be appropriated for teacher conferences wherein recommendations for attendance at said conferences may be made by building principals.

Section 15 - Teachers shall be provided comfortable facilities including air conditioning where possible for exam marking sessions. Security of exam papers must be a primary consideration.

ARTICLE VI

PERSONNEL PRACTICES

Section 1 - Professional Vacancies

As vacancies or new positions become available, during a given year, and are to be filled during that year, a "Notice of Vacancy" will be posted in each building describing the position. Teachers interested in knowing about vacancies which might develop during the period from June through September will be notified about such vacancies, provided that they have completed a form which will be provided by the Board of Education and which will require each teacher to list his/her area of interest, his/her qualifications, and his/her educational experience. One or more self-addressed envelopes will be required of each teacher who has such an interest.

Teachers will be expected to take the necessary initiative to indicate their area of interest. The Board of Education will continue its present policy of listing summer

vacancies in each building. If teachers have indicated an interest in certain openings by applying for a position, the Board will agree to notify individual teachers about the decision in terms of filling the position.

Section 2 - All faculty members shall be accorded the right to request a transfer from current assignment to a different assignment. The decision of the Superintendent shall not be arbitrating or capricious.

Section 3 - Transfer requests must initially be made to the Building Principal. The teacher should then request an appointment with the Deputy Superintendent. The Superintendent shall make the final decision on all such requests.

Section 4 - Teachers requesting a transfer may do so at any time during a given year, but no later than April 15. However, if a subsequent "Notice of Vacancy" is issued, listing a position of interest, requests may be made under the provision of the "Notice of Vacancy".

Section 5 - A teacher who is to be involuntarily transferred shall be notified of such action by the Building Principal, Assistant Principal or appropriate supervisor. The teacher will have the opportunity to discuss same with that individual. The teacher shall receive written notification of his/her involuntary transfer from the Superintendent or his/her designee prior to the effective date of the transfer. The teacher may provide, in writing, to the Superintendent his/her reasons for objecting to the involuntary transfer and the teacher shall be afforded a meeting with the Superintendent or his/her designee if the teacher so requests. A teacher shall have the right to have a Union representative present during this meeting with the Superintendent or his/her designee. After the meeting, the Superintendent or his/her designee shall provide a written statement to the teacher regarding the content and outcome of the meeting, but such written statement need not include reasons for the transfer.

Involuntary transfers shall be made on the basis of seniority, all other things being equal in the judgment of the Superintendent. However, when a teacher is transferred so that a majority of his/her classes would be outside of his/her certification area, seniority shall govern. In the

matter of building closings, and/or reorganization, displaced teachers shall be given the choice of open positions within their tenure area in order of District wide seniority. Where, in the judgment of the Superintendent, other considerations must prevail, exceptions shall occur in accordance with the following procedures:

- (a) Notification to the teacher and the Association
- (b) A meeting shall be held upon request
- (c) Written response shall be given

Section 6 - Teacher Protection . . . Section 3023 of the Education Law - Liability of the Board of Education.

It is the duty of the Board to save harmless and protect all teachers from financial loss rising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in an accidental bodily injury to any person within or without the school building as long as the teacher was acting within the scope of his/her employment.

A teacher must within ten (10) days of the time he/she is served with any summons, complaint, process, or notice, deliver the same to the Board of Education.

. Section 3028 of the Education Law - Liability of the School District for cost and Attorney's Fees of Action Against or Prosecutions of Teachers.

The School Board shall provide an attorney and pay the attorney fees incurred in the defense of a teacher in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his/her duties.

A teacher must within ten (10) days of the time he/she is served with any summons, complaint, process or notice, deliver the same to the Board of Education.

Section 7 - When a teacher is unable to perform his/her duties as a result of an assault while the teacher was using prudent judgment, such lost time shall not be deducted from the teacher's accrued sick leave or personal leave. In such event, the teacher shall receive his/her regular salary, less any Social Security and/or Workers' Compensation benefits. The rights in this section shall be available up to a maximum of two (2) years and then become open for Board reexamination for extension. The District

may require medical documentation before such benefit is granted.

Section 8 - If a teacher is absent due to an "on-the-job-injury", such an absence shall not be deducted from his/her sick or personal time. The rights available under this section shall be available up to two (2) years and then become open for the Board to reexamine for extension. It is understood that the Board shall have the sole discretion in determining whether the injury is or is not an "on-the-job injury". If a teacher exhausts his/her sick time before a determination is made as to whether the injury was "on-the-job", the school district shall provide sick days until such decision is made, and will notify the DPTA of its proposed action. The total number of sick days provided to the teacher by the District shall not exceed the number of days that a teacher may draw from the DPTA Sick Bank. If the injury is found not to be job related by the Board of Education, the DPTA will reimburse the District the days from its Sick Bank and recover same from the employee.

Section 9 - Any physical examinations including X-rays that have been established as a condition of employment by the Board of Education shall be paid for, in full, and provided by the Board of Education. A Tuberculan test shall be mandatory except for a teacher who cannot take it. A teacher shall first seek recovery from his/her health insurance plan and the District shall pay the difference, if any, including co-payments.

Section 10 - Any full-time probationary or tenured teacher who was not notified of termination by June 1, will be offered full-time teaching employment for the following school year. Should the State budget not be adopted by June 1, the notification date shall be June 25 in that year.

Section 11 - The Deer Park Union Free School District, Town of Babylon, County of Suffolk, State of New York (1881 Deer Park Avenue, Deer Park, New York 11729) does not discriminate on the basis of sex in the educational programs or activities which it operates, and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. This policy of nondiscrimination includes the following areas: recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to

educational programs, course offerings and student activities.

ARTICLE VII

SALARIES AND ADDITIONAL BENEFITS

Section 1 – Salary Schedule

- (a) Prior to increasing the salary schedule on July 1, 2008, \$2,000 shall be added to step 17 in all columns.
- (b) Effective July 1, 2008, all eligible teachers shall move one vertical step on the salary schedule;
Effective July 1, 2009, all eligible teachers shall move one vertical step on the salary schedule;
Effective July 1, 2010, all eligible teachers shall move one vertical step on the salary schedule;
Effective July 1, 2011, all eligible teachers shall move one vertical step on the salary schedule.

This shall not affect the ability of the District to utilize Appendix II, Section 2.

- (c) Effective July 1, 2008 each cell of the modified salary schedule shall be increased by 3%.
Effective July 1, 2009 each cell of the 2009-2010 salary schedule shall be increased by 3%.
Effective July 1, 2010 each cell of the 2010-2011 salary schedule shall be increased by 3%.
Effective July 1, 2011 each cell of the 2011-2012 salary schedule shall be increased by 3%.
- (d) Salary schedules are annexed hereto and marked Appendix I A, B, C, D and E.
- (e) i. For the 2008-09 school year, stipends as reflected in Appendix IE shall be increased by 3%, except for insurance.

- ii. For the 2009-10 school year, stipends as reflected in Appendix 1E, shall be increased by 3%, except for insurance.
- iii. For the 2010-11 school year, stipends as reflected in Appendix 1E shall be increased by 3%, except for insurance.
- iv. For the 2011-12 school year, stipends as reflected in Appendix 1E shall be increased by 3%, except for insurance.

(f) Longevity Pay:

- (1) Beginning with the twentieth (20th) year of service in Deer Park (including credit given on the salary schedule for prior service) and continuing each year thereafter, each teacher shall receive \$1,500.00 above his/her salary on the salary schedule in effect.
- (2) Beginning with the twenty-fourth (24th) year of service in Deer Park (including credit given on the salary schedule for prior service) and continuing each year thereafter, each teacher shall receive an additional \$2,500.00 above his/her salary on the salary schedule in effect.
- (3) Beginning with the twenty-eighth (28th) year of service in Deer Park (including credit given on the salary schedule for prior service) and continuing each year thereafter, each teacher shall receive an additional \$1,500.00 above his/her salary on the salary schedule in effect.
- (4) Beginning with the thirtieth (30th) year of service in Deer Park (including credit given on the salary schedule for prior service), and continuing each year thereafter, each teacher shall receive an additional \$1,200 above his/her salary on the salary schedule in effect.
- (5) Such pay shall be divided among all salary checks (25 or 21 paychecks).

- (g) All EIT monies unexpended or received by the School District in the future shall be utilized by the School District to offset salary and fringe benefits costs.

Section 2 – Extra Compensation

The rate of compensation for cocurricular activities is annexed hereto and marked Appendix III.

Section 3 – Miscellaneous

- (a) Effective July 1, 2008, teachers employed for miscellaneous assignments related to cocurricular activities shall be reimbursed at the rate of \$30.40 per hour with a maximum compensation of 4 hours pay for the activity regardless of the length of time thereof. Cameramen and announcers will be paid the same rate as supervision.
- (b) Effective July 1, 2009, the cocurricular activities rate shall be \$31.31 per hour with a maximum compensation of 4 hours pay for the activity regardless of the length of time thereof.
- (c) Effective July 1, 2010 the cocurricular activities rate shall be \$32.25 per hour with a maximum compensation of 4 hours pay for the activity regardless of the length of time thereof.
- (d) Effective July 1, 2011 the cocurricular activities rate shall be \$33.22 per hour with a maximum compensation of 4 hours pay for the activity regardless of the length of time thereof.

Music and art teachers required to work beyond their regular school day as part of their required duties shall receive supervision compensation.

Section 4 – Guidance Counselors

- (a) For guidance responsibilities regularly assigned counselors shall receive a salary differential at the rate of:

1st year – \$300.00

2nd year – \$400.00

3rd year – \$500.00

depending upon years of service as guidance counselor.

(b)

i) Guidance Counselors shall perform duties beyond the school calendar on a per diem basis for a total of six (6) days before and four (4) days after the teacher calendar. Guidance counselors may be required to work up to 2 additional days beyond the school calendar (total of 12). These 2 days scheduled upon agreement of principal and guidance counselor.

ii) All Guidance Counselors shall be required to participate in a 3-hour program outside of regular school hours. The content of the program(s) will be determined by the Administration and shall be in lieu of the financial aid and college programs previously offered by Guidance Counselors but will not effect any other programs previously provided or required by this contract.

Section 5 - Audio-Visual Differential

If, as, and when, Audio-Visual personnel are requested to perform duties prior to or after the school year, they will be compensated per diem at the rate of 1/200th of annual salary.

Section 6 - Tax Sheltered Annuities

(a) The Board will continue to cooperate in the Tax Sheltered Annuity Program. Individual choice of plan and carrier will be limited to those in compliance with the new I.R.S. regulations effective January 1, 2009 and certified by OMNI Financial Group, Inc., plan administrators for the Deer Park UFSD. The DPTA may choose to use its other insurance money to offset the cost.

(b) The following procedures regarding tax sheltered annuities shall be in effect.

1. Monthly deductions may not exceed 20% of salary except if less than 20% has been deducted during the months prior to the request. Annual deductions may not exceed 20% of the annual

salary including retirement pay except where allowed by law.

2. Annual deductions may not exceed limits established by federal legislation governing TSA maximum exclusion allowances.
3. Employees must elect the amount to be deducted during the two "open-selection" times, these times being October and January/February. For October deductions, the appropriate form must be in the business office by the end of the first week in October. An additional open-selection time will be the month an employee retires. Employees will be able to stop deductions at any time.
4. All annuity sellers new to the district must provide the district with "save harmless" statements, as provided by the District, in order to sell annuities to employees. To become an approved provider they must contact the OMNI Group and provide them with a signed information Sharing Agreement (ISA) in order to be added to the Plan Document.
5. To the best knowledge and belief of the parties, this agreement contains no provision which is contrary to Federal or State law. Should any provision of this agreement, at any time during its life, be held in conflict with Federal or State law, then such provision shall be deemed inoperative with the remaining provisions having full force and effect. Should any provision above be found to be more restrictive than Federal or State law, it shall be modified to agree with such law.

Section 7 - Health Insurance

- (a) Effective July 1, 2008, all employees within the bargaining unit shall be responsible for paying 20% of the annual premium for health insurance, either family or individual plan, calculated from July 1 to June 30 of each year. Such payment may

be made through the Section 125 Plan at the option of the employee.

(b) The District shall provide Empire Plan 1 (1989 - Core Plus Medical and Psychiatric Enhancements Plans 2, 3,4 combined). At the option of the employee, the Board contribution amount may be applied to HIP/HMO program. The District, with the approval of the Association, may substitute a different health plan provided that the new plan is equal to or better than the existing plan. If there is disagreement between the parties as to whether such new plan is equal to or better than the existing plan, the matter shall be submitted to expedited binding arbitration. If the School District realizes savings from such change, the dollar amount contributed by employees shall be reduced in a proportionate amount.

(c) i. For July 1, 2008 until June 30, 2012 there is an annual cap on health insurance reimbursement of \$3,800 for family and \$1,900 for individual. Effective July 1, 2012, reimbursements shall revert to those provided in 2005-2008 agreement.

ii. The same percent shall be applied to a change from family coverage to individual coverage provided the teacher has been on the family plan a minimum of one year.

iii. Employees will be allowed to reenter the Medical Insurance Plan at any time after satisfying the waiting period.

Section 8 - Other Insurance

For each fiscal year, i.e. July 1 - June 30, of each contract year the Board shall expend for other insurance a sum of \$298,921 for partial payment of an insurance program fully processed by the Board, approved by the Deer Park Teachers' Association, exclusively for the benefit of employees in the appropriate unit as defined in Article 1

hereof. Effective July 1, 2006 the sum shall be increased to \$306,421. The DPTA may utilize funds included in this section for the establishment of an Employee Assistance Program.

Insurance policy premiums shall be based solely upon bargaining unit census data. Upon request by the Association, the District shall solicit bids for new insurance coverage and/or change in coverage. The Association thereafter has 30 days to obtain a lower quote. The District may place the insurance with another carrier. However, if the District places the insurance at a rate higher than that obtained by the Association, the District shall only charge the fund established by this section an amount equal to rate obtained by the Association.

Section 9 – Damage to Property or Personal Loss of Professional Employees on School Premises

The Board of Education will reimburse any member of the professional staff for damage to/or loss of personal property when such damage or loss occurs on premises of the school district subject to the following conditions:

- (1) Reimbursement will be limited to the amount by which damage or loss exceeds insurance coverage maintained by the employee when the damaged property or loss is covered by an insurance company.
- (2) Any damage or loss for which a claim will be filed against the Board of Education must be reported to the principal of the building on the premises whereof the damage or loss was sustained, within 24 hours of the occurrence, exclusive of Saturdays, Sundays and holidays.
- (3) Proof of damage or loss and determination of the amount of damage or loss will be in accordance with standard insurance practices for settlement of such claim.

- (4) It is understood by the Board of Education and the employee involved that this action is intended only to cover damage or loss inflicted by a third party and damage or losses resulting from the negligence of the employee are excluded.
- (5) In the event of some damage or loss occurring, the teacher will be required to notify the police department.
- (6) The maximum dollar amount on an individual claim shall be \$300.00.
- (7) Automobile damage is excluded from coverage under this clause.

Section 10 - Coordinators

Coordinators will be compensated on the same basis as those positions paid under "Extra Compensation for Extra Responsibility" (Appendix III). All coordinators will be compensated on a value of ten (10) units. Coordinators will be responsible for the following:

- (1) Coordinating and finalizing department budgets.
- (2) Receiving of supplies.
- (3) Coordinating ordering and storage of texts and other materials.
- (4) Serving as a Liaison between department and principal.
- (5) Distributing material.
- (6) Attending Curriculum meetings with principal.
- (7) Attending Curriculum meetings with the chairmen.
- (8) Attending Department meetings (voluntary).
- (9) Coordinating department recommendations for assemblies, etc.
- (10) Coordinating preparation for final examinations.

Coordinators will not be responsible for the following:

- (1) Checking Teacher Plan books and grade books.
- (2) Observing and evaluating teachers.

- (3) Being evaluated on the basis of department personnel actions.
- (4) Being required to attend evening meetings beyond the requirements of the Teachers' Association contract.
- (5) Being responsible for CRS, BEDS, or any such activity beyond the requirements of all other teachers.
- (6) Being expected to function as managerial or supervisory staff over teachers.
- (7) Being expected to assume any overall building supervisory duties beyond those of all teachers.

Section 11 - Section 125, Flexible Benefits Plan. The District will provide a Section 125 Plan for all employees in the DPTA bargaining unit to be administered by the School District or its designee. The administrative costs shall be the responsibility of the School District.

ARTICLE VIII

LEAVE

Section 1 - Notification of Absence

Teachers who must be absent because of personal illness, injury or personal business, must notify the District as soon as possible. In any one year, up to five of the teacher's sick leave days may be used for the illness of a child, parent or spouse. The District will provide a continuous answering service process either through an answering service or an internal system for calls on a twenty-four (24) hour basis. All absence calls other than those due to an emergency situation, must be made no later than one hour prior to sign-in time of each teacher.

Section 2 - Board Policy

A medical certificate, signed by a registered physician, may be required after a continuing absence of three (3) days or more. If a discernible pattern is evident, a certificate may be required after one (1) day. However, the medical certificate will be automatically required for

each consecutive ten (10) days of absence that are used. This certificate must be on file in the Business Office prior to the next pay period. The District reserves the right to verify absences due to illness.

- (a) This policy is based on the legal school year. Employees hired during the school year shall be eligible to receive prorated sick leave.
- (b) This policy does not include staff members on a per diem basis.
- (c) Child Rearing leave is granted as a leave of absence without pay.
- (d) Payments received by the school district on order of the Workers' Compensation Board by reason of an employment disability shall be retained by the school district during the period in which the employee is being paid.

Section 3- Absence Because of Death in Family

- (a) Death in Family - In the event of death in the immediate family, absence without loss of pay is allowed for a period of five (5) days, but such absence shall not be deducted from sick leave. The Superintendent has discretionary authority to grant a maximum of two (2) additional days. For purpose of administering this section of the policy, "immediate family" is defined as: husband, wife, son, daughter, sister, brother, mother, father. In the event of death of a mother-in-law, father-in-law, grandmother, grandfather, grandson, granddaughter, or person in loco parentis, absence without loss of pay is allowed for a period of three (3) days not deducted from sick leave.
- (b) The Superintendent has additional discretionary authority to grant leaves upon request for any situation not specifically covered. Such authority may cover both deductible and nondeductible leaves, with or without pay.

Section 4 – Supplementary Leave

- (a) The Board of Education recognizes the necessity to grant additional leave time for certain non-disclosed reasons. Each teacher shall have two (2) supplementary days which may be used for personal matters which cannot be attended to at any other time than during a school day. No reason need be given. It is the intent that such days shall not be used to extend or create long weekends or holiday periods. Reasonable notice (with exception of conditions of emergency) of intention to take such day or days shall be given in writing to the Building Principal. Unused supplementary days may be accumulated to the teacher's sick leave pool.
- (b) The Superintendent has additional discretionary authority to grant leaves upon request for any situation not specifically covered. Such authority may cover both deductible and nondeductible leaves, with or without pay.
- (c) Each year an employee may utilize two (2) days of sick leave for 2 additional days of personal business after using those in Section (a). Other than in emergency situations, administrative approval shall be secured in advance for these days with reasonable notice. In emergency situations, administrative approval shall be secured after the use of the days. In evaluating such requests, the administration shall act in an equitable and consistent manner. This section does not apply to section (a) in any way.

Section 5 – Jury Duty

The Board of Education will not seek or request excuses from jury for employees. When an employee has been called for jury duty, he/she must notify the Division of Business Affairs and he/she must present his/her notice of jury duty. Jury Duty is considered an excused absence and is not deducted from sick leave. An employee who receives his regular salary while on subpoenaed jury duty must reimburse the school district for the amount of salary received from such jury duty.

Section 6 – Unexcused Absence

For an unexcused absence, deductions will be made from the employee's salary at the rate of 1/200th of the annual contract salary for each unexcused absence.

Section 7 – Teacher's Responsibility for Absence

Teachers shall always be prepared for the possibility of absence by providing in a specific place, such definite plans as will enable a substitute to proceed efficiently with the instruction of pupils. These plans must be kept continually up-to-date and must clearly indicate the exact procedure by which the substitute teacher may make the lessons of most value to the pupils.

Section 8 – Sick Leave Accumulation Policy

Employees will be eligible for thirteen (13) days of paid sick leave each year. This leave is prorated on the basis of one (1) day per month when less than a full year has been served. The Deer Park Schools provide unlimited accumulation of unused sick leave for illness purposes. Should a teacher borrow sick leave, as provided hereunder, he/she shall nevertheless be credited each new year with thirteen (13) days of paid sick leave. Any such credited days which are unused at the end of the year shall be deducted from the total amount owed as a result of borrowing.

Section 9 – Sick Leave Beyond Days Accumulated

Sick leave beyond days accrued each teacher shall donate one sick day to a bank, said bank being established for the purpose of borrowing sick leave days beyond that which has been accrued by a teacher.

The Deer Park Teachers Association shall dictate procedures for processing of applications in a nondiscriminatory manner for any days borrowed from the bank, and shall inform the district of said procedures. It is expressly understood that any teacher who borrows sick days shall repay them. If the total number of days in the sick leave

bank falls below 100 by June 30, of any year, each teacher shall be assessed an additional day. Said assessment shall not be made until the following September. Any teacher who borrowed sick leave days prior to the 1979-82 Agreement shall not be covered under the provisions of this article for said days but shall be obliged to repay the days as per ARTICLE IX, Section 9B of the 1976-1979 Agreement.

Teachers who retire from the Deer Park Schools shall receive all days which they donated to the sick bank as heretofore described. The bank shall be reduced by that amount.

Section 10 - Sick Leave Accumulation for Purpose of Retirement Payment

- (a) Employees hired prior to July 1, 1987 - Effective June 30, 1987, all existing employees including any future recalls who have worked previously for the District as either probationary, tenured or Regular Substitute (June 30) teachers shall be limited to accumulate up to 200 days of sick leave for retirement payment at a rate of 1 day's pay for 1 day of accumulated sick leave. After 200 days, payment for accumulated days will continue without limit, at a rate of 1 day's pay for 2 days of accumulated sick leave.

Effective June 30, 1987, any teacher who has more than 200 days will be eligible for 1 day's pay for each day of accumulated sick leave and if, because of illness or the use of personal days, his/her number of accumulated days falls below the number he/she accumulated as of June 30, 1987, he/she will be able to reaccumulate back to the number he/she had as of June 30, 1987. Effective July 1, 1994, no teacher may accumulate more than sixty (60) days for payment at the rate of one day for two days of accumulation. Any teacher who has more than sixty (60) such days as of July 1, 1994, shall not suffer a loss of days for illness and/or retirement payment. If because of illness or the use of personal days his/her number of accumulated days falls below the number he/she has

accumulated as of July 1, 1994, he/she will be able to reaccumulate back to the number he/she had as of July 1, 1994.

- (b) Employees hired from 7/1/87 to 6/30/92 - All employees hired on or after July 1, 1987 shall be limited to accumulate up to 180 days of sick leave for retirement payment at a rate of 1 day's pay for each day of accumulated sick leave. No accumulation for retirement pay will be allowed beyond 180 days.
- (c) Employees hired from July 1, 1992 to June 30, 1999 for the purpose of payment for accumulated sick days at retirement, may not accumulate more than 180 days, which shall be compensated for pursuant to the other terms herein except that payment shall be at the rate of one day for each three days accumulated, to a total of 60 days.
- (d) Employees hired after July 1, 1999 - June 30, 2001 for the purpose of payment for accumulated sick days at retirement, may not accumulate more than 150 days, which shall be compensated at the rate of one day for each three days accumulated, to a total of 50 days.
- (e) Employees hired after June 30, 2001 - All employees hired on or after July 1, 2001, for the purpose of payment for accumulated sick days at retirement, may not accumulate more than 120 days, which shall be compensated at the rate of one day for each three days accumulated, to a total of 40 days.
- (f) Employees who are eligible for and who so elect to take the retirement pay shall receive payment for the unused accumulated sick leave in accordance with Section (a), (b), or (c) above, providing they notify the District in writing by February 1 for retirement at the end of that school year. One year's notice shall be required for retirement other than at the end of the school year. The district shall have the

authority to waive the one year notice for those employees who retire other than at the end of the school year. The retirement notification must be in writing. Retirees shall have the option to receive the payment in a lump sum or remain on the payroll until the accumulated sick leave is exhausted with all other benefits. If the employee elects a lump sum payment and retires at the end of the school year, such payment will be received by the employee not later than the first pay date in July. Retirees other than those at the end of the school year shall receive their lump-sum payment on the first payday after their retirement date.

- (g) If a teacher retires on or after February 1st of any school year, payment herein shall be calculated at the rate of 1/200th of the annual salary in the school year of retirement. If a teacher retires prior to February 1st of any school year, the teacher shall be paid 1/200th of a prorated amount based upon the teacher's salary of the previous school year and the current school year. For purposes of proration, the school year shall be considered 10 months from September 1st to June 30th, otherwise the school year shall be considered from July 1 to June 30. Thus, a teacher retiring on December 1st would be entitled to have 3/10th of his/her eligible accumulated sick leave calculated at his/her current salary, and 7/10ths at the previous year's salary.
- (h) Nothing herein shall be considered as altering any past practice with regard to early retirement under the prior collective bargaining agreements.
- (i) Notwithstanding anything contained in Article VIII, Section 10 of the agreement, teachers will be eligible to utilize those days donated to the sick bank toward their total accumulation number as of June 1987. Specifically, the teacher who has accumulated days in excess of 200 will add the sick bank days to the

number reached on June 30, 1987. Those teachers who have accumulated less than 200 days will also be eligible to add days donated to the bank as of June 30, 1987. All such days shall be paid on the basis of one day's pay for one day of accumulated sick leave. Days donated to the bank beyond the cap of either 200 or the individual's personal cap shall continue to accrue and be paid on a one day's pay for two days of accumulated leave basis as described in Article VIII, new section 10 of the agreement. This paragraph shall not affect employees hired on or after July 1, 1987.

(j) Effective July 1, 1992, payment for all sick days accumulated from that date shall be paid for at retirement, in accordance with the other provisions herein, at the rate at which such days were earned by the teacher. There shall be no change in the payment for days accumulated prior to July 1, 1992.

(k) There shall be a tax deferred 403b plan in effect for all retiring teachers. The terms of said plan are annexed in Appendix V.

Section 11 - Health Leave

A teacher may be granted a one (1) year leave of absence without pay, for reasons of health. Other employment while on such leave of absence must be approved by the Board before employment is undertaken.

Section 12 - Other Leave

A teacher may request a leave of absence without pay, up to one (1) year for other personal reasons. This leave may be granted at the sole discretion of the Board.

Section 13 - Child Rearing Leave

(1) Child-rearing leave - Such leave shall be applicable to adoption as well as maternal birth and is open to males as well as females. Accumulated sick leave may not be used for child-rearing leave. Child-rearing leave may be granted on a semester or yearly basis.

Leaves other than semester or full year shall be reviewed by the District on an individual basis.

- (2) All Child rearing leaves shall be limited to no more than two (2) years with a maximum of one (1) additional two (2)-year-leave extension due to a second pregnancy.

The express provisions of the Family Medical Leave Act shall not serve to negate, impair, reduce, infringe upon or otherwise affect the rights and benefits contained herein.

Section 14 - Military Leave

Military Leave shall be granted in accordance with Federal and State law.

ARTICLE IX PROFESSIONAL STUDY

Section 1 - Study Program

- (a) The sum of \$8,750.00 shall be allocated for the sole purpose of financing teachers' professional study. A Deer Park Teachers Association - appointed committee conferring with the Superintendent, shall establish and maintain the procedures, policies, records, and financial arrangements of the professional study program. The committee shall institute its procedures and policies for the spring of 1987. The committee shall make all professional study recommendations to the Superintendent for his/her approval. If a committee recommendation is not accepted, written reasons will be given to the committee.

ARTICLE X EXCHANGE TEACHING

Section 1 - Employees who have successfully completed five (5) years of satisfactory service in the Deer Park School system on a regular teachers' schedule, shall be eligible for a leave of absence for a period of one full semester or

one (1) year after they have filed written requests for such leave of absence at least six (6) months prior to the beginning of such requested leave and said leave has been granted on the recommendation of the Superintendent.

- (a) If such exchange teaching leaves involve the use of a teacher from outside the Deer Park School System as a replacement for the employee on leave, such a replacement must be approved by the Superintendent before the leave can be granted.
- (b) Exchange teachers will be compensated by his/her school system, and the Deer Park teacher by the Deer Park School System.

Section 2 - Credit for the salary schedule will be given for time spent in exchange teaching.

Section 3 - The granting of such leaves of absence shall be determined by the Superintendent on a basis of the value of such leave to the Deer Park School System.

Section 4 - An employee returning from any leave of absence shall be returned to a position with status comparable to that held before leave; provided, however, that if any organizational problem requires it, the employee may be assigned to any teaching position for which he/she is qualified.

ARTICLE XI

PEACE CORPS LEAVE

Section 1 - Employees who have successfully completed five (5) years of satisfactory service in the Deer Park School System, on a regular teacher's schedule, shall be eligible for a leave of absence for a period of one or two years, after they have filed written requests for such leave of absence at least six (6) months prior to the beginning of such leave has been granted on the recommendation of the Superintendent. Requests shall be made in such a manner that the teacher's leave will not commence in midterm.

Section 2 – Credit on the salary schedule shall be given for time spent by such Deer Park teacher in the Peace Corps, Vista or National Teachers' Corps.

Section 3 – An employee returning from any leave of absence shall be returned to a position with status comparable to that held before leave; provided, however, that if any organizational problem requires it, the employee may be assigned to any teaching position for which he/she is qualified.

ARTICLE XII

SUMMER SCHOOL

Section 1 – Salary Schedule - See Schedule IE.

Section 2 – Sick Leave

Teachers employed in the summer program shall be entitled to maximum of one sick day for every 30 days in summer school employment. Unused sick days shall be accumulated for the following summer school session, up to a maximum of five(5) years.

Section 3 – Notice of Summer School

Notice of intention to hold summer school sessions shall be issued as soon after February 1st as possible.

Section 4 – Notice of vacancy for summer school positions shall be posted as soon as a decision to offer summer school has been made.

Section 5 – Leave of Absence will be granted after teaching three (3) consecutive summers. A teacher taking such leave shall be entitled to resume summer teaching in the year following his/her leave of absence.

Section 6 – No position shall be filled by a teacher not employed by the Deer Park School System if there is a qualified applicant for such position who is employed by

said school system. A qualified applicant shall be defined as a teacher who received a satisfactory evaluation during the regular school year. A teacher who has filled a summer school position and has performed satisfactorily shall be appointed to the same position in the following year.

Section 7 - Summer School Professional Staff shall not be required to perform registration duties.

Section 8 - Written confirmation of tentative employment and compensation shall be given to all summer school teachers as soon as possible, but no later than June 30th.

Section 9 - All positions in summer school shall first be offered to regular full time classroom teachers employed in the Deer Park Public Schools. Preference will be given to certified personnel in those areas of summer school instruction.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1 - Definition of Grievance

- (a) A grievance which shall terminate in Binding Arbitration shall be a claim based upon interpretation, meaning or application of any provision of this contract. The denial of tenure shall not constitute a grievance within the meaning of this contract and shall not be an arbitral matter.
- (b) A "grievance" which shall terminate in Advisory Arbitration shall be any non-contractual management action which affects safety or professional ethics. The Association and the Board of Education have the obligation and responsibility to determine the scope of each grievance. It is the Association's and the

Board's intent to use the grievance policy only on a matter of substance.

Section 2 - Procedure to be followed:

1st Stage -

- a) An employee of the unit who claims to have a grievance shall present his/her grievance to his/her Principal, Supervisor or Department head, in writing, within fifteen (15) working days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance. The DPTA shall have the right to file a grievance.
- (b) The Principal, Supervisor or Department head shall make such investigation as he/she deems appropriate.
- (c) Within fifteen (15) working days after presentation of the grievance to the Principal, Supervisor or Department head, said Principal, Supervisor or Department head shall make his/her decision and communicate the same, in writing, to the employee presenting the grievance, the Superintendent, and to the President of the Association.

2nd Stage -

If the grievance is not resolved by the Principal, Supervisor or Department head, at 1st Stage, the Superintendent shall receive all records and reports relative to the grievance. The employee may then choose one of the following alternatives:

- (a) The employee may request of the Superintendent a review of the determination made by the Principal, Supervisor or Department head, at the 1st Stage of this procedure. Said request for review by the Superintendent shall be submitted, in writing, within fifteen (15) working days after receipt of the said determination in the 1st Stage in this procedure. The

Superintendent will review the decision in the 1st Stage of this procedure, and make a determination within fifteen (15) working days of the receipt of the request for a review. The Association has the right to present to the Superintendent, in writing, within fifteen (15) working days after the receipt of the determination in the 1st Stage of the procedure, a brief, outlining its views on the grievance.

- (b) The employee and/or his/her representative may request, in writing, a hearing with the Superintendent to review the determination made in the 1st Stage of this procedure. Said request must be submitted to the Superintendent within fifteen (15) working days after receipt of the determination made in the 1st Stage of this procedure. The Office of the Superintendent shall set a date for said hearing within fifteen (15) working days of the receipt of the request, and shall notify the appropriate individual and the Association of this date. The hearing shall take place within fifteen (15) working days of the receipt of the request. The Superintendent shall submit to the employee and/or his/her representative his/her findings upon such review within fifteen (15) working days after the conclusion of said hearing. The Association has the right at the hearing to present orally or in writing a brief giving its views of the grievance.

3rd Stage – Arbitration

- (a) Either party to this agreement may appeal from the determination of the Superintendent after the completion of the 1st Stage and the 2nd Stage, as outlined under this procedure, upon written notice within fifteen (15) working days after the receipt of the determination by the Superintendent. Such appeal may be taken to an impartial arbitrator selected pursuant to the

Voluntary Arbitration Rules of American Arbitration Association. The cost of any such arbitration shall be borne equally by the Board and the Association.

- (b) The award of arbitration under Section 1, Part(a) of this article shall be final and binding on both parties.
- (c) The award of arbitration under Section 1, Part(b) of this article shall be advisory in nature only, and the Board has the legal responsibility to make a determination on these cases. However, the Board pledges to give consideration to the recommendations of the arbitrator in exercising this responsibility. Action by the Board will be taken within fifteen (15) working days after receipt of the Arbitrator's report and recommendations.
- (d) The employee instituting a grievance shall have the right at all stages to proceed personally, or through the Association's representative, or any other representative of his/her own choice. If the employee should not designate the Association to represent him/her, the Association shall have the right to be present at all stages of the procedures herein set forth.

ARTICLE XIV

NO STRIKE OR WORK STOPPAGE

The association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by employees covered by this agreement, nor any instigation thereof by the Association or its agents or representatives.

ARTICLE XV

THE BOARD

It is expressly understood and agreed that the Board, except to matters relating to wages, hours, terms, and conditions of employment as herein provided, reserves exclusively to itself the right to cancel, amend, change, modify, or revise any and all existing rules, regulations, orders and policies and/or to institute or adopt new rules, regulations, orders, and policies, on any and all matters and subjects.

ARTICLE XVI

COLLECTIVE NEGOTIATIONS

The parties hereto agree that they have fully bargained with respect to salaries, hours, and other terms and conditions of employment and have settled the same for the term of this Agreement in accordance with the terms hereof.

ARTICLE XVII

PROFESSIONAL LIBRARY MATERIAL

Section 1 - The Board will expend the sum of \$300.00 a school building for the purpose of purchasing books and other educational resource materials.

Section 2 - A teacher elected in each building will present that building's request to the DPTA's Executive Vice President.

Section 3 - Effective July 1, 1998 a Professional Library will be housed in each building.

Section 4 - The DPTA Executive Vice President, in cooperation with the Superintendent or his/her designee will coordinate and order books and material.

ARTICLE XVIII
TEACHER EVALUATION

Section 1

- (a) Observation of first year teachers should be for help as well as evaluation. The teacher will be observed once in September and/or October, and the (first) observation will not be reduced to writing.

- (b) Non-tenured teachers will have a minimum of three formal observations focusing on: planning and preparation, classroom environment, instruction, and professional responsibilities. An Unsatisfactory rating on the end of year evaluation shall be related to individual observations made during the year.

- (c) Tenured teachers will have a formal observation at least once a year. In lieu of a formal observation, a tenured teacher, with at least 5 years of "proficient" ratings in a majority of each of the four categories on the end of year evaluation, may choose to be evaluated 2 out of every 4 years, by one of the following evaluation methods:
 - 1. video tape assessment
 - 2. portfolio review
 - 3. power point presentation
 - 4. collegial circles/study groups

Other evaluation options may be discussed with and approved by the Assistant Superintendent for Curriculum or his/her designee.

- (d) Teachers will be considered "unsatisfactory" when they fail to achieve at least a "basic" rating on a majority of each of the four categories on the end of year evaluation. Teachers considered "unsatisfactory" will be engaged in the development of a Personal Improvement Plan.

- (e) In Service Course - Any teacher receiving an unsatisfactory end-of-year evaluation may be directed

by the Superintendent to participate in an in-service program the following year, of no more than two (2) hours per week for a maximum of fifteen (15) school weeks, at no cost to the teacher. Written reasons will be given to the teacher for such direction.

- (f) Non-tenured teachers will be notified of termination of employment not later than June 1st.

Section 2

A teacher shall at all times be given the opportunity of having a representative of the Association present at meetings or hearings where he/she may be reprimanded, warned, disciplined, or deprived of monetary or professional advantage for any alleged infraction of rules or other alleged delinquency in professional performance. Except in emergency situations, no teacher shall be disciplined or reprimanded in public or in front of students.

ARTICLE XIX

JOB SECURITY

Section 1 - Probationary and Tenured Teachers

The Board of Education retains, and must retain, its legal responsibility for the education program of the children of the Deer Park Schools. The Board of Education recognizes the concerns of the Deer Park Teachers Association for the welfare of the teachers of our district. The Board of Education shares this concern. Any probationary or tenured teacher whose position is eliminated due to a change in curriculum or the curtailment or reduction of a program will be offered another teaching position in the District if there is one available. It is understood by the parties that this section does not refer to curtailments or reductions arising out of declining enrollments.

In the event there is no available position for which such teacher is employable by reason of certification requirements, he/she shall be employed as a permanent

substitute until such position is available. If the teacher refuses to accept the position, he/she shall lose all rights under the contract. It is understood that the District has the right to assign the permanent substitute to classes outside his/her certification areas(s), but where feasible, the District will assign secondary teachers to secondary positions and elementary teachers to elementary positions. Such teachers' responsibilities shall be no more nor less than those of a regularly assigned teacher.

In no event, shall he/she suffer any loss or diminution in salary, rights, or other benefits. Such teacher shall also be offered the first opportunity for reemployment that may occur in areas for which the teacher is certified, if consistent with tenure laws. The opportunity for reemployment as a regularly assigned teacher shall be offered in the order in which the teacher became a permanent substitute which, if equal, shall be offered to the teacher with the longest continuous service to the District, if consistent with tenure laws.

Section 2 - Part-Time Teachers - Part-time or fractionalized (1/5, 2/5, 3/5, 4/5) teaching assignments within a building will be created only where full-time assignments are not feasible due to individual certification limitations. Part-time, or fractionalized employees, shall enjoy, on a prorata formula equal to their fractionalized assignment, all contractual benefits enjoyed by full-time employees except: termination notification, Articles IX, X and XI.

ARTICLE XX
TEACHER STAFFING

Any reduction of staff below 300 positions must be in a ratio of one position for every 19.24 student declining enrollment, except that "Special" teaching positions may be reduced at a rate no greater than one (1) such position for every four (4) classroom positions; i.e., for every five (5) positions abolished, no more than one (1) can be that of a "special" teacher; for every ten (10) positions abolished, no more than two (2) may be of "special" teachers; if six (6) positions are abolished two (2) such positions may be that of "special" teacher, but no further abolition of "special" positions could be made until four (4) more classroom positions were abolished. Such rate is based upon the number of positions subject to reduction, and not necessarily the number of positions actually reduced. For every increase of 19.24 students, a teaching position shall be created at the same rate as set forth for reduction purposes. At the elementary school level, any reduction of kindergarten through six classroom teachers must be in a ratio of one (1) position for 23.5 student enrollment decline. Such reduction shall be made from the number of elementary tenure area positions as of October 6, 1982, less two (2) positions and shall be part of the total number of positions which may be abolished district-wide. The term "special" teacher as used in this article is defined as a teacher of music, art or physical education at the elementary level.

Projection of enrolled students for the following school year for such position reduction purposes, and corresponding staff reduction purposes, shall take place as of April 15, of each school year and any teacher reduction resulting from such projection shall be effective at the close of the school year. Notice of proposed termination shall be given any teacher so affected as early as possible. In no event shall such notice be given after June 1, unless the State budget has not been adopted by such time, in which case the notification date shall be June 25th. In the event that student enrollment as of the following October 1st indicates that staff was reduced in a ratio greater than every 19.24 student loss, teachers will be reinstated to

conform to such ratio. The ratio of "special" teachers to classroom teachers under such circumstances shall be the same as set forth for termination purposes.

Every effort will be made by the District to send waiver letters to teachers by June 1st of each school year. However, failure to send such letters by June 1st shall not entitle a teacher to a position the following school year.

ARTICLE XXI
REHIRING RIGHTS

Any regular (status) teacher serving in such a position as of July 1, 1982, or thereafter, or appearing on a preferred eligibility list on July 1, 1982, as provided by Section 2510 of Education Law, and who has rendered no less than satisfactory service in the district shall be entitled to:

- (1) Employment in any vacant regular (status) position for which he/she is legally certified (at the time of rehiring).
- (2) Employment in any June 30th position for which he/she is legally certified (at the time of rehiring).

A June 30th teacher is one who is hired on a one-year contract terminating on June 30th of that school year. If such teacher is employed as a status teacher in a tenure area he/she never taught as a regular status teacher in Deer Park before, his/her position on the salary schedule shall be at 1/2 the number of the steps appropriate to his/her service in the district. Rounding-off shall be to the highest step. If such a teacher is employed as a June 30th, the salary shall be at the step of the salary schedule appropriate to his/her service in the district.

Employment for any position shall be based upon total full-time service in the district. This clause shall be subordinate to any rights granted by statute. Eligibility for reemployment shall coincide with the teacher's appearance on a preferred

eligibility list as provided for by Section 2510 of Education Law.

A teacher who is rehired into an area other than the one from which he/she was excessed, shall not be considered to have abandoned his/her position on the preferred list.

ARTICLE XXII
ADMINISTRATIVE INTERN

When and where positions of Administrative Intern are opened, the following procedures, responsibilities and compensation shall be understood:

TITLE: Administrative Intern
QUALIFICATIONS: 1. Valid certification as a teacher.
2. At least two years of successful experience as a teacher.
REPORTS TO: Building Principal
JOB GOAL: To help students achieve the fullest benefits from all programs, services and opportunities of the school.

JOB RESPONSIBILITIES:

Specific responsibilities will be assigned individually from the following:

- (1) Assist in developing and implementing policies to effect positive student behavior in the school.
- (2) Holds conferences with students and parents as required to resolve student-teacher concerns or student discipline problems.
- (3) Maintains accurate records of disciplinary actions.
- (4) Supervises attendance accounting procedures and provides leadership in developing related practices.
- (5) Assists in the interpretation of school and district programs, policies, and procedures to students, parents, staff and community.
- (6) Participates in the coordination, implementation, and supervision of cocurricular activities.

- (7) Works with community and government agencies on problems relating to drug abuse and truancy from school.
- (8) Assists in developing and coordinating practices dealing with campus control and security.
- (9) Assists with campus supervision.
- (10) Works with counselors, nurses, and teachers in areas of pupil personnel services.
- (11) Attends training and orientation sessions as required.
- (12) Performs such other tasks and assumes such other responsibilities as the principal may assign to him/her.
- (13) No assignments shall be in conflict with the individual's bargaining unit designation nor supervisory and/or evaluative of the personnel in his/her bargaining unit.

TERMS OF EMPLOYMENT:

A minimum of 100 hours of service to a maximum of 200 hours of service to be compensated by the granting of local in-service credit at the rate of one (1) credit per fifty (50) completed hours. Such credits shall be applicable for salary increments in accordance with the terms of current contracts. No additional benefits are intended or accrued. For the implementation of the hours of service, the following are agreed to:

- (1) Forty (40) minutes or a class period shall be considered the equivalent of one (1) hour.
- (2) Log time procedures shall be utilized.
- (3) Specific job responsibilities shall be agreed to, in writing, between the intern and the Building Principal.

EVALUATION:

Performance of this job will be evaluated by the Building and/or Central Office Administration. Termination may occur at the completion of a cycle or of 50 hours (1 credit).

ARTICLE XXIII
TRAVELING TEACHERS

Section 1 - Traveling teachers will be reimbursed for mileage at the rate established by Board of Education at its annual reorganization meeting. Such reimbursement will be made within a reasonable time after submission of a form to be established by the District, with the DPTA's agreement. The form will be submitted no more than once each month.

Section 2 - The District will designate parking spaces at each school building for traveling teacher use.

Section 3 -Traveling teachers shall not be assigned a duty period.

ARTICLE XXIV
DURATION

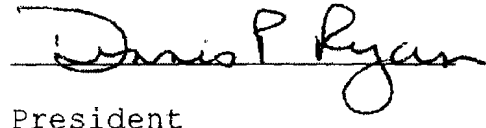
The provisions of this agreement shall be effective on July 1, 2008 and shall continue in force and effect until June 30,2012.



President

Deer Park Teachers' Assoc.

BY



President

Deer Park Board of Education

Earning Schedule for Date Range: 07/01/08 - 06/30/09

Appendix IA

Step	BA	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PHD/E
1	\$46,667	\$49,002	\$49,040	\$51,353	\$51,353	\$53,243	\$54,867	\$56,549	\$58,380	\$59,792	\$61,203
2	\$48,537	\$50,744	\$52,028	\$53,930	\$53,930	\$55,819	\$56,978	\$59,089	\$60,729	\$62,330	\$63,931
3	\$50,648	\$52,469	\$54,389	\$56,275	\$56,275	\$58,164	\$59,328	\$61,429	\$63,308	\$64,949	\$66,588
4	\$52,524	\$54,604	\$56,710	\$58,849	\$58,849	\$60,738	\$61,670	\$63,768	\$65,888	\$67,550	\$69,212
5	\$54,636	\$56,920	\$59,336	\$61,808	\$61,808	\$63,697	\$64,243	\$66,348	\$68,223	\$70,337	\$72,449
6	\$56,746	\$59,042	\$61,368	\$63,544	\$63,544	\$65,433	\$66,820	\$69,167	\$70,896	\$73,384	\$75,872
7	\$58,849	\$62,337	\$64,249	\$66,888	\$66,888	\$68,777	\$69,397	\$71,748	\$73,850	\$75,493	\$77,134
8	\$61,188	\$64,709	\$66,804	\$68,463	\$68,463	\$70,352	\$71,981	\$74,323	\$76,431	\$79,470	\$82,509
9	\$63,257	\$67,054	\$68,920	\$70,805	\$70,805	\$72,694	\$74,323	\$77,133	\$79,480	\$81,586	\$83,693
10	\$65,721	\$69,005	\$71,492	\$73,753	\$73,753	\$75,642	\$77,467	\$80,139	\$82,463	\$84,898	\$87,334
11	\$68,184	\$72,050	\$74,637	\$76,701	\$76,701	\$78,590	\$80,612	\$83,147	\$85,447	\$88,210	\$90,975
12	\$70,024	\$74,092	\$76,627	\$79,005	\$79,005	\$80,894	\$83,147	\$85,676	\$88,210	\$90,513	\$92,816
13	\$71,177	\$76,927	\$78,201	\$81,531	\$81,531	\$83,420	\$85,676	\$88,210	\$91,194	\$93,500	\$95,805
14	\$72,322	\$78,516	\$80,380	\$83,837	\$83,837	\$85,726	\$87,980	\$90,816	\$93,726	\$96,257	\$98,788
15	\$74,165	\$80,450	\$82,427	\$85,904	\$85,904	\$87,793	\$90,276	\$93,500	\$96,257	\$99,021	\$101,786
16	\$75,548	\$82,216	\$84,292	\$87,980	\$87,980	\$89,869	\$92,584	\$96,028	\$98,790	\$101,790	\$104,789
17	\$79,448	\$86,352	\$88,301	\$92,336	\$92,336	\$94,225	\$96,937	\$100,619	\$103,375	\$106,604	\$109,833

BA+30, BA+45, BA+60 ARE ELIMINATED. EMPLOYEES HIRED BEFORE JULY 1, 1998 SHALL CONTINUE TO HAVE ACCESS TO SUCH COLUMNS.

EFFECTIVE JULY 1, 2000 MA+15 IS ELIMINATED EXCEPT FOR THOSE WHO ARE ON THAT COLUMN AS OF JUNE 30, 2000.

Step	BA	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PHD/E
1	\$48,067	\$50,273	\$51,477	\$52,684	\$52,894	\$54,125	\$56,513	\$58,245	\$60,131	\$61,586	\$63,039
2	\$49,993	\$52,200	\$53,407	\$54,618	\$55,548	\$56,825	\$58,687	\$60,862	\$62,551	\$64,200	\$65,849
3	\$52,167	\$54,377	\$55,587	\$56,797	\$57,963	\$59,265	\$61,108	\$63,272	\$65,207	\$66,897	\$68,586
4	\$54,100	\$56,312	\$57,525	\$58,738	\$60,614	\$61,915	\$63,520	\$65,681	\$67,865	\$69,577	\$71,288
5	\$56,275	\$58,489	\$59,704	\$60,919	\$63,024	\$64,352	\$66,170	\$68,338	\$70,270	\$72,447	\$74,622
6	\$58,448	\$60,664	\$61,881	\$63,098	\$65,450	\$66,825	\$68,825	\$71,242	\$73,023	\$75,586	\$78,148
7	\$60,614	\$62,832	\$64,051	\$65,270	\$67,865	\$69,265	\$71,479	\$73,900	\$76,066	\$77,758	\$79,448
8	\$63,024	\$65,244	\$66,465	\$67,686	\$70,517	\$71,915	\$74,140	\$76,553	\$78,724	\$81,854	\$84,984
9	\$65,155	\$67,377	\$68,599	\$69,821	\$72,929	\$74,325	\$76,553	\$79,447	\$81,864	\$84,034	\$86,204
10	\$67,693	\$69,917	\$71,141	\$72,365	\$75,966	\$77,365	\$79,791	\$82,543	\$84,937	\$87,445	\$89,954
11	\$70,230	\$72,456	\$73,682	\$74,908	\$79,002	\$80,425	\$83,030	\$85,641	\$88,010	\$90,856	\$93,704
12	\$72,125	\$74,352	\$75,579	\$76,806	\$81,375	\$82,825	\$85,641	\$88,246	\$90,856	\$93,228	\$95,600
13	\$73,312	\$75,540	\$76,767	\$77,994	\$83,977	\$85,425	\$88,246	\$90,856	\$93,930	\$96,305	\$98,679
14	\$74,492	\$76,720	\$77,947	\$79,174	\$86,352	\$87,825	\$90,619	\$93,540	\$96,538	\$99,145	\$101,752
15	\$76,390	\$78,618	\$79,845	\$81,072	\$88,481	\$89,925	\$92,984	\$96,305	\$99,145	\$101,992	\$104,840
16	\$77,814	\$80,042	\$81,269	\$82,496	\$90,619	\$92,065	\$95,362	\$98,909	\$101,754	\$104,844	\$107,933
17	\$81,831	\$84,059	\$85,286	\$86,513	\$95,106	\$96,550	\$99,845	\$103,638	\$106,476	\$109,802	\$113,128

BA+30, BA+45, BA+60 ARE ELIMINATED. EMPLOYEES HIRED BEFORE JULY 1, 1998 SHALL CONTINUE TO HAVE ACCESS TO SUCH COLUMNS.

EFFECTIVE JULY 1, 2000 MA+15 IS ELIMINATED EXCEPT FOR THOSE WHO ARE ON THAT COLUMN AS OF JUNE 30, 2000.

Appendix
1 C

Earning Schedule for Date Range: 07/01/10 - 06/30/11

Step	BA	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PHD/E
1	\$49,509	\$51,987	\$52,990	\$54,481	\$54,481	\$56,470	\$58,208	\$59,992	\$61,935	\$63,434	\$64,930
2	\$51,493	\$53,971	\$54,974	\$56,465	\$56,465	\$58,454	\$60,192	\$61,976	\$63,919	\$65,418	\$66,914
3	\$53,732	\$56,210	\$57,213	\$58,704	\$58,704	\$60,693	\$62,431	\$64,215	\$66,158	\$67,657	\$69,153
4	\$55,723	\$58,201	\$59,204	\$60,695	\$60,695	\$62,684	\$64,422	\$66,206	\$68,149	\$69,648	\$71,144
5	\$57,963	\$60,441	\$61,444	\$62,935	\$62,935	\$64,924	\$66,662	\$68,446	\$70,389	\$71,888	\$73,384
6	\$60,201	\$62,679	\$63,682	\$65,173	\$65,173	\$67,162	\$68,900	\$70,684	\$72,627	\$74,126	\$75,622
7	\$62,432	\$64,910	\$65,913	\$67,404	\$67,404	\$69,393	\$71,131	\$72,915	\$74,858	\$76,297	\$77,793
8	\$64,915	\$67,393	\$68,396	\$69,887	\$69,887	\$71,876	\$73,614	\$75,398	\$77,341	\$78,780	\$80,276
9	\$67,110	\$69,588	\$70,591	\$72,082	\$72,082	\$74,071	\$75,809	\$77,593	\$79,536	\$80,975	\$82,471
10	\$69,724	\$72,202	\$73,205	\$74,696	\$74,696	\$76,685	\$78,423	\$80,207	\$82,150	\$83,589	\$85,085
11	\$72,337	\$74,815	\$75,818	\$77,309	\$77,309	\$79,298	\$81,036	\$82,820	\$84,763	\$86,202	\$87,698
12	\$74,289	\$76,767	\$77,770	\$79,261	\$79,261	\$81,250	\$82,988	\$84,772	\$86,715	\$88,154	\$89,650
13	\$75,511	\$77,989	\$78,992	\$80,483	\$80,483	\$82,472	\$84,210	\$86,094	\$88,037	\$89,476	\$90,972
14	\$76,727	\$79,205	\$80,208	\$81,699	\$81,699	\$83,688	\$85,426	\$87,210	\$89,153	\$90,592	\$92,088
15	\$78,682	\$81,160	\$82,163	\$83,654	\$83,654	\$85,643	\$87,381	\$89,165	\$91,108	\$92,547	\$94,043
16	\$80,148	\$82,626	\$83,629	\$85,120	\$85,120	\$87,109	\$88,847	\$90,631	\$92,574	\$94,013	\$95,509
17	\$84,286	\$86,764	\$87,767	\$89,258	\$89,258	\$91,247	\$92,985	\$94,769	\$96,712	\$98,151	\$99,647

BA+30, BA+45, BA+60 ARE ELIMINATED. EMPLOYEES HIRED BEFORE JULY 1, 1998 SHALL CONTINUE TO HAVE ACCESS TO SUCH COLUMNS.

EFFECTIVE JULY 1, 2000 MA+15 IS ELIMINATED EXCEPT FOR THOSE WHO ARE ON THAT COLUMN AS OF JUNE 30, 2000.

Earning Schedule for Date Range: 07/01/11 - 06/30/12

Step	BA	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PHD/E
1	\$50,994	\$53,147	\$54,580	\$56,115	\$56,115	\$58,168	\$59,954	\$61,792	\$63,793	\$65,337	\$66,878
2	\$53,038	\$55,191	\$56,624	\$58,159	\$58,930	\$60,983	\$62,261	\$64,569	\$66,361	\$68,110	\$69,859
3	\$55,344	\$57,497	\$58,930	\$60,465	\$61,493	\$63,546	\$64,829	\$67,125	\$69,178	\$70,971	\$72,763
4	\$57,395	\$59,548	\$60,981	\$62,516	\$64,305	\$66,358	\$67,389	\$69,681	\$71,998	\$73,814	\$75,630
5	\$59,702	\$61,855	\$63,288	\$64,823	\$66,862	\$68,915	\$70,200	\$72,500	\$74,549	\$76,859	\$79,167
6	\$62,007	\$64,160	\$65,593	\$67,158	\$69,436	\$71,489	\$73,017	\$75,580	\$77,470	\$80,190	\$82,907
7	\$64,305	\$66,458	\$67,891	\$69,456	\$71,998	\$74,051	\$75,832	\$78,401	\$80,698	\$82,494	\$84,286
8	\$66,862	\$69,015	\$70,448	\$72,013	\$74,812	\$76,865	\$78,655	\$81,216	\$83,519	\$86,839	\$90,160
9	\$69,123	\$71,276	\$72,709	\$74,274	\$77,371	\$79,424	\$81,216	\$84,285	\$86,850	\$89,152	\$91,454
10	\$71,816	\$73,969	\$75,402	\$77,000	\$80,592	\$82,645	\$84,651	\$87,570	\$90,110	\$92,770	\$95,433
11	\$74,507	\$76,660	\$78,093	\$79,658	\$83,813	\$85,866	\$88,087	\$90,856	\$93,370	\$96,389	\$99,410
12	\$76,518	\$78,671	\$80,104	\$81,669	\$86,330	\$88,383	\$90,856	\$93,620	\$96,389	\$98,906	\$101,422
13	\$77,776	\$79,929	\$81,362	\$82,927	\$89,091	\$91,144	\$93,620	\$96,389	\$99,650	\$102,170	\$104,688
14	\$79,029	\$81,182	\$82,615	\$84,180	\$91,611	\$93,664	\$96,138	\$99,236	\$102,417	\$105,183	\$107,949
15	\$81,042	\$83,195	\$84,628	\$86,193	\$93,869	\$95,922	\$98,647	\$102,170	\$105,183	\$108,204	\$111,225
16	\$82,552	\$84,705	\$86,138	\$87,703	\$96,138	\$98,191	\$101,170	\$104,932	\$107,951	\$111,229	\$114,506
17	\$86,815	\$88,968	\$90,401	\$91,966	\$100,898	\$102,951	\$105,925	\$109,949	\$112,960	\$116,489	\$120,01

BA+30, BA+45, BA+60 ARE ELIMINATED. EMPLOYEES HIRED BEFORE JULY 1, 1998 SHALL CONTINUE TO HAVE ACCESS TO SUCH COLUMNS.EFFECTIVE JULY 1, 2000 MA+15 IS ELIMINATED EXCEPT FOR THOSE WHO ARE ON THAT COLUMN AS OF JUNE 30, 2000.

Teacher Salary Schedule for Other Items - Appendix 1E

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Academic Intervention Services (Hr Rate)	\$60.61	\$62.43	\$64.30	\$66.23
AHS/ After School Program (Hr Rate)	\$48.48	\$49.93	\$51.43	\$52.98
Coaching/Clubs 1 - 4 years (Unit rate)	\$439.01	\$452.18	\$465.75	\$479.72
Coaching/Clubs 5 years (Unit rate)	\$569.34	\$586.42	\$604.01	\$622.13
Committee Interviews (after school/summer)	\$30.10	\$31.00	\$31.93	\$32.89
CSE (Period/Hr Rate)	\$30.10	\$31.00	\$31.93	\$32.89
Curriculum Writing (Daily Rate)	\$206.00	\$212.18	\$218.55	\$225.10
Extra Scoring/Grading (NYS tests-Giselle)(Hr Rate)	\$60.61	\$62.43	\$64.30	\$66.23
Extra Work Workshop prep etc (Daily Rate)	\$121.67	\$125.32	\$129.08	\$132.95
Internal Coverage (Rate per period/hour)	\$30.10	\$31.00	\$31.93	\$32.89
Internal Coverage (Max Daily Rate))	\$150.20	\$154.71	\$159.35	\$164.13
Field Trip	\$15.04	\$15.49	\$15.96	\$16.43
Field Trip Coverage	\$22.56	\$23.24	\$23.93	\$24.65
Home Teaching	\$41.15	\$42.38	\$43.66	\$44.97
Insurance	\$306,421.00	\$306,421.00	\$306,421.00	\$306,421.00
Playoffs- Practice for	\$68.61	\$70.67	\$72.79	\$74.97
Summer School - Secondary 26 days 1 Class	\$2,798.66	\$2,882.62	\$2,969.10	\$3,058.17
Summer School - Secondary 26 days 2 Classes	\$5,247.49	\$5,404.91	\$5,567.06	\$5,734.07
Summer School - Elementary 20 days @ 3 hours a day	\$4,308.01	\$4,437.25	\$4,570.37	\$4,707.48
Summer School - Special Education Program 30 days	\$6,054.80	\$6,236.44	\$6,423.53	\$6,616.24
Supervision	\$30.40	\$31.31	\$32.25	\$33.22
Testing (after school/summer-hr rate)	\$30.10	\$31.00	\$31.93	\$32.89

Appendix II

SALARY SCHEDULE

Section 1 – Teachers will have the option to select a 21 or 25 payment plan.

Section 2 – The Board of Education may, with the recommendation of the Superintendent, withhold all automatic increments or hold any teacher on step, or both, within the provisions of the law of New York State. Such action will not occur without just cause.

Section 3 – Prior Board of Education approved courses and related in-service courses shall be considered equal to graduate courses for the purpose of lateral movement on the salary schedule. The DPTA can propose additional providers of in-service courses to the Superintendent for his/her approval. Fifteen (15) in-service credits can be applied to lateral movement on the salary schedule from the Masters column to the Masters 30 column. Seven (7) in-service credits can be applied to each lateral movement on the salary schedule thereafter. Any teacher on the Masters 60 column as of July 1, 2003 can use fifteen (15) in-service credits for lateral movement to the Masters 75 column regardless of the number of in-service credits already used for any prior lateral move on the salary schedule. In-service credits used for movement must be taken after July 1, 2003.

Section 4 – All employees having a 0.5 teaching assignment or greater shall be required to successfully complete fifteen (15) hours of course work each year outside the regular school day. Such courses must be taken after regular working hours unless otherwise directed by the School District. Employees having a teaching assignment of less than 0.5 or teachers retiring during the current school year shall be exempt from any professional development course work requirement. For the purposes of fulfilling the requirements of this section:

Teachers may select courses from a Professional Development catalog located on My Learning Plan, which shall be developed by a committee. The committee shall be comprised

of an equal number of representatives appointed by the Superintendent and appointed by the DPTA. All courses listed in the Professional Development catalog must have the approval of the Superintendent. All courses listed in the Professional Development catalogue may be taken without prior approval for the purpose of Professional Development.

- a) All courses taken for professional development or lateral moves must be linked to district initiatives.
- c) If Pre-approved by the Superintendent, teachers may engage in Professional Development experiences, such as collegial circles, curriculum study, pedagogical practices and participation in district committees that may satisfy contractual Professional Development hours and/or count towards lateral movement. The District may plan intensive Professional Development experiences that overlap contractual meetings (such as faculty, department and grade level) that may qualify for Professional Development hours as designated by the District.
- b) All course work completed in fulfillment of the professional development requirement in this section shall be applied to lateral movement on the salary schedule in accordance with Appendix II Section 3 of this agreement. Courses for movement to MA+75 column must be taken after July 1, 2003. Fifteen (15) hours of professional development course work will constitute one (1) credit.
- e) Teachers will follow the process for pre-approval, registration and completion notification as established by the District. Graduate courses of study that fall outside of the teaching profession shall require the prior approval of the Superintendent.
- f) Courses not listed in the Professional Development catalog may be used to fulfill the professional development course work requirement with the prior approval of the Superintendent. One (1) graduate or in-service credit fulfills fifteen (15) hours of professional development time.
- g) Teachers who achieve certification from the National Board for Professional Teaching Standards shall be deemed to have met the professional development requirement in this section for five years beginning in the year in which such national certification is achieved.

- h) Teachers who participate in the Christa McAuliffe Fellowship Program will be exempt from the requirements of this section for a period of one year.
- i) The first time that a teacher instructs an in-service course, they shall be eligible for professional development credit and payment. Thereafter, the teacher must opt for professional development credit or payment. Teachers will be paid at the rate of \$1,000 for a 15-hour course, \$700 for 10-hour course and \$350 for a 5-hour course.
- j) Undergraduate courses necessary for a teacher to become highly qualified under No Child Left Behind Regulations may be used for lateral movement with the approval of the Superintendent.

Section 5 -

(a) Graduate level courses requiring attendance at a duly accredited college or satellite location or on-line can be used for lateral movement on the salary schedule without prior approval when they are:

1. in the teacher's certification/academic area;
2. in any educational technology, computer, pedagogical area;
3. in any course of study that may lead to an additional certification

All other on-line or video courses and other courses for graduate credit must have prior approval from the Superintendent or his/her designee, if they are to be used for lateral movement on the salary schedule.

(b) In-Service courses offered by the following organizations/institutions shall be considered equal to graduate credits and can be used for lateral movement on the salary schedule without prior approval:

1. BOCES
2. SCOPE
3. NYSUT
4. Teacher Centers
5. State Education Dept.
6. DPTA (in accordance with Article IX)
7. DP Schools - Professional Development Catalog

All other in-service courses must have the prior approval from the Superintendent or his/her designee. The DPTA can propose additional providers of in-service courses to the Superintendent for his/her approval.

- (c) Approval for all other courses for lateral movement - graduate or in-service - will not be unreasonably withheld. If approval is denied, the teacher shall have the opportunity to meet with the Superintendent or his/her designees to provide a rationale. The application shall then be reconsidered by the District.
- (d) Teachers will follow the process for pre-approval, registration and completion notification as established by the District. Graduate courses of studies that fall outside of the teaching profession shall require the prior approval of the Superintendent.
- (e) Lateral movement shall only take place in September or February. The District must receive appropriate transcripts and/or in-service certificates no later than the last day of October or March for salary credit for that respective semester. Course work must have been completed prior to the last day of September or February, respectively. Salary credit for all qualified teachers will be given at the end of October and March, retroactive to the first day of the prior month.

Section 6 - If graduate credits beyond the Baccalaureate Degree are not used in the requirements of a matriculated Masters Degree, they will be credited toward Column beyond the MA.

Section 7 - Teachers shall be paid half regular payment on the first Friday they return to school; half regular payment on the second Friday; and regular payment every second Friday thereafter; except the final check which shall be paid at sign-in time on the last day of school. In the event the school year is extended for emergency days beyond the normal calendar, the parties to this agreement will meet and work out an appropriate agreement regarding the final payment.

Section 8 - When such pay day falls during an extended holiday, salary check will be available on the last school day prior to such extended holiday.

Section 9 - Compensation for co curricular activities shall be paid in a separate check and shall show a listing of the supplementary earnings by code. The code shall be readily available and incorporated in the calendar of paydates.

Section 10 - Full year co curricular shall be payable in two (2) installments, approximately one-half (1/2) before winter recess and the balance at the close of the school year.

Section 11 - Payments for seasonal extra-curricular and supervision shall be made in two (2) payments per season, as follows:

High School	2nd paydate in September	} 1st season
	1st paydate in November	
	1st paydate in January	} 2nd season
	2nd paydate in February	
	2nd paydate in April	} 3rd season
	1st paydate in June	
Middle School	2nd paydate in September	} 1st season
	1st paydate in November	
	1st paydate in December	} 2nd season
	1st paydate in February	
	2nd paydate in February	} 3rd season
	1st paydate in April	
	2nd paydate in April	} 4th season
2nd paydate in June		

Section 12 - Automatic payroll direct deposit shall be made for all payments except athletics and co-curricular.

Section 13 - Teachers who have taught for twenty-five (25) years, with a minimum of fifteen (15) years in the Deer Park Union Free School District are to receive as an addition to their salary \$500.00 per year for the last three (3) years prior to retirement. Teachers eligible to receive such an increase must present written notification to the Board of Education stating the dates of their service. No teacher shall be newly eligible for this benefit after July 1, 2005.

Section 14 - The Board shall provide payroll deduction for the Teachers Federal Credit Union and other banking institutions for teachers electing such programs. The District will establish an electronic transfer for biweekly payroll deductions to the Teachers Federal Credit Union in Nassau and Suffolk Counties as well as the TSA Clearing House and other banking institutions once a month. This shall continue as long as there is no cost to the District and as long as these agencies provide the service. (Should a cost be incurred, the parties will meet to discuss alternatives.)

Appendix III
DEER PARK SCHOOL DISTRICT
EXTRA COMPENSATION FOR EXTRA RESPONSIBILITY

Section 1 - Sports

- (a) (1) Effective July 1, 2008, the value per unit shall be:
 - 1 - 4 years experience - \$439.01
 - 5 + years experience - \$569.34
- (2) Effective July 1, 2009, the value per unit shall be:
 - 1 - 4 years experience - \$452.18
 - 5 + years experience - \$586.42
- (3) Effective July 1, 2010, the value per unit shall be:
 - 1 - 4 years experience - \$465.75
 - 5 + years experience - \$604.01
- (4) Effective July 1, 2011, the value per unit shall be:
 - 1 - 4 years experience - \$479.72
 - 5 + years experience - \$622.13
- (b) The premium unit value will be granted whether or not the experience is gained in one sport. However, if a coach is coaching in more than one sport and has five (5) years experience in each sport he/she coaches, he/she shall receive the premium for each sport.
- (c) Notice of intention to offer contracts: The coaches (and other extra co-curricular personnel) shall be given notice at least three (3) months prior to starting date of the respective activity. Notice of activities beginning in September shall be given no later than May 1st.
- (d) All positions herein set forth include assignments as heretofore established and will be filled by teachers in the Deer Park Schools, provided an acceptable appointee is available.

If the Athletic Director determines that an incumbent coach has not performed satisfactorily, and has provided written reasons for her/his determination, a coaching vacancy will be created.

When a vacancy exists, the Athletic Director may recommend a non-Deer Park teacher if the qualifications of such individual are greater than a Deer Park teacher applicant. It is the intent of the School District to fill coaching positions with Deer Park teachers, and no more than two non-Deer Park teachers may be appointed to vacancies pursuant to section (d) each year. Such appointments may be made regardless of other non-Deer Park teachers appointed where there are no Deer Park applicants.

The Board of Education has the discretion to eliminate assistant coaching positions when justified by a decrease in student participation. Such decision will take into account the well being and safety of the students.

- (e) Offers of positions must be accepted within two (2) weeks following the tendering of the offer. No individual may resign from a position which he/she has accepted without giving two (2) months notice. Once accepted, assignments for activities must be carried out, unless serious personal reasons exist. In other cases, failure to abide by two month notice clause will result in disqualification of that individual to participate in coaching and/or co-curricular assignments for the balance of the school year and the following school year.
- (f) The reopening of yearly extracurricular assignments is at the discretion of the Athletic Director who shall make recommendations for such assignments after consultation with the appropriate head coach.
- (g) Notice of interest and qualifications for any extracurricular positions may be filed with the Athletic Director at any time by any member of the unit. All applicants screened for coaching positions shall be given consideration.
- (h) The Board shall have final authority to approve appointments.
- (i) When openings for extracurricular and co-curricular activities set forth in this appendix exist, they

shall be posted in all schools in the District. Every effort will be made to provide incumbents with written notice as to such open activities at the time notices are posted.

- (j) Accommodations may be given to elementary teachers for coaching positions in earlier departing buildings at the discretion of the teacher's principal in conjunction with the Athletic Director.
- (k) If a team or activity is discontinued after its start, the coach or advisor shall only be entitled to be paid on a pro-rata basis. A decision to discontinue a team or activity after its start shall not be made arbitrarily.
- (l) Playoff Compensation - These amounts increase in 2008-2009, 2009-2010, 2010-2011 and 2011-2012 by 3% as reflected in Appendix IE.
- (m) Effective July 1, 2005, a joint committee of equal members of the DPTA and members appointed by Administration shall make recommendations to the Board of Education concerning the number of and/or redistribution of units for extracurricular activities.

Boys' Interscholastics

<u>Activity</u>	<u>Position</u>	<u>Units</u>
Football (F)		
Head Varsity	1	13 1/2
Assistant Varsity	2	9 1/2
Head Junior Varsity	1	9 1/2
Assistant Junior Varsity	1	9
Head Middle School-Frost	1	9
Asst. Middle School-Frost	1	8 1/2
Basketball (W)		
Varsity	1	11 1/2
Assistant Varsity	1	8
Junior Varsity	1	8
Middle School-Frost	1	7
Wrestling (W)		
Varsity	1	12
Assistant Varsity	1	8
Junior Varsity	1	8 1/2
Middle School-Frost	1	7

Lacrosse (S)		
Varsity	1	11
Assistant Varsity	1	8 1/2
Junior Varsity	1	8 1/2
Middle School-Frost	1	7
Track		
Varsity (S)	1	10 1/2
Assistant Varsity (S)	1	8 1/2
Middle School-Frost (S)	1	7
Varsity (W)	1	10 1/2
Assistant Varsity (W)	1	8
Baseball (S)		
Varsity	1	11
Assistant Varsity	1	8 1/2
Junior Varsity	1	8 1/2
Middle School-Frost	1	7
Cross Country (F)		
Varsity	1	9
Swimming (W)		
Varsity	1	11
Assistant Varsity	1	8
Varsity	1	11
Junior Varsity	1	8
Soccer (F)		
Varsity	1	10 1/2
Assistant Varsity	1	8
Junior Varsity	1	8
Middle School-Frost	1	7
Golf (S)		
Head Varsity	1	9
Head Junior Varsity (Co-ed)	1	7
Playdays for the Handicapped	1	7

Girls' Interscholastics

<u>Activity</u>	<u>Position</u>	<u>Units</u>
Basketball (W)		
Varsity	1	11 1/2
Assistant Varsity	1	8
Junior Varsity	1	8
Middle School-Frost	1	7
Volleyball (S)		
Varsity	1	11
Junior Varsity	1	8 1/2
Middle School-Frost	1	7
Middle School-Frost	1	7
Softball (S)		
Varsity	1	11
Assistant Varsity	1	8 1/2

Junior Varsity	1	8 1/2
Middle School-Frost	1	7
Middle School-Frost	1	7
Tennis (F)		
Varsity	1	11
Junior Varsity	1	8
Lacrosse (G)		
Varsity	1	11
Varsity Assistant	1	8
Junior Varsity	1	8 1/2
Middle School-Frost	1	7
Soccer (F)		
Varsity	1	11
Assistant Varsity	1	8
Junior Varsity	1	8
Middle School-Frost	1	7
Swimming (F)		
Varsity	1	11
Assistant Varsity	1	8
Middle School (Co-ed) (S)	1	7
Cross Country (F)		
Varsity	1	9
Track (S)		
Varsity	1	10 1/2
Assistant Varsity	1	8 1/2
Middle School	1	7
Varsity (W)	1	10 1/2
Varsity Assistant (W)	1	8
Cheerleaders		
Varsity (F)	1	8
Varsity (W)	1	9
Junior Varsity (F)	1	5
Junior Varsity (W)	1	6
Middle School-Frost (F)	1	5
Middle School-Frost (W)	1	5
Bowling	1	7

Section 2 - Other Activities

- (a) (1) Effective July 1, 2008, the value per unit shall be:
- 1 - 4 years experience - \$439.01
 - 5 + years experience - \$569.34
- (2) Effective July 1, 2009, the value per unit shall be:
- 1 - 4 years experience - \$452.18
 - 5 + years experience - \$586.42
- (3) Effective July 1, 2010, the value per unit shall be:
- 1 - 4 years experience - \$465.75

5 + years experience - \$604.01

(4) Effective July 1, 2011, the value per unit shall be:

1 - 4 years experience - \$479.72

5 - years experience - \$622.13

- (b) Meetings and other activities of the following co-curricular activities, shall be subject to the approval of the Building Principals or other appropriate supervisor.
- (c) The reopening of yearly co-curricular assignments is at the discretion of the Building Principal who shall make recommendations for such assignments after consultation with the Student Activity Director, where applicable.
- (d) Notice of interest and qualifications for any co-curricular positions may be filed with the Building Principal at any time by any member of the unit. All applicants screened for positions shall be given consideration.
- (e) All the positions herein set forth include assignments as heretofore established and will be filled by teachers in the Deer Park Schools, provided an acceptable appointee is available.
- (f) The Board shall have final authority to approve appointments.
- (g) When openings for extracurricular and co-curricular activities set forth in this appendix exist, they shall be posted in all schools in the District. Every effort will be made to provide incumbents with written notice as to such open activities at the time notices are posted.
- (h) Effective July 1, 2008, a joint committee of equal members of the DPTA and members appointed by Administration shall make recommendations to the Board of Education concerning the number of and/or redistribution of units for extra curricular activities.

Deer Park High School

<u>Activity</u>	<u>Positions</u>	<u>Units</u>
Academic Team Advisor	1	5
African American Student Alliance	1	3
Art Club	1	3
Assistant Musical Director	1	5
Business (DECA)	1	3
Chamber Ensemble - Chorus	1	4.5
Chamber Ensemble - Orchestra	1	5
Class Advisor Junior	1	9
Class Advisor Freshman	1	4
Class Advisor Senior	1	12
Class Advisor Sophomore	1	6
Community Service	1	4
Comerstone	1	3
Drama 9 & 10 grades	1	8
Drama Senior Play Sets	1	5.66
Dramatics Director	1	8
Environmental Club	1	3
Extra Curricular Account Treasurer	1	8
Gay/Straight Alliance	1	3
Health Education Action Team (HEAT)	1	2
Home & Career Club	1	3
International Culture Club	1	2
Intramurals - Boys	3	9
Intramurals - Girls	3	9
Jazz Ensemble - Band	1	7
Kickline	1	10
Kickline Choreographer	1	6
Literary Magazine	2	3
Math Team	1	5
Music Assisting Marching Band	1	4.5
Music Marching Band	1	10.5
Musical Director	1	7
Musical Staging	1	5.66
National Honor Society	1	4
Natural Helpers	2	3
Newspaper Club	1	8
SADD	1	3
Set Staging 9 & 10 grades	1	5
Student Activities Director	1	11.5
Student Council Advisor	1	8
Talent Showcase	1	8
Talent Showcase Sets	1	5.66
Varsity/Leaders Club	1	3
World of Difference	1	3
Yearbook	1	9

<u>Robert Frost Middle School</u>	Positions	Units
Advisor - 6th grade	1	3
Advisor - 7th grade	1	3
Advisor - 8th grade	1	4
Art Innovators	1	3
Audio Visual Assistant	1	8
Chamber Ensemble - Chorus	1	3
Chamber Ensemble - Orchestra	1	3
Chess & Mind Challenges	1	3
Drama Club Director	1	4
Drama Club Stage Director	1	3
Fashion Club	1	3
Golf Club	1	3
Home Work Club	1	5
Internet	1	3
Intramurals - Boys	3	9
Intramurals - Girls	3	9
Jazz Ensemble - Band	1	3
Kickline	1	5
Lego League	1	2
Math Coach	1	5
Math Teams A & B	1	5
National Junior Honor Society	1	3
Newspaper	1	7
School Store Treasurer	1	2
Science/Enviornmental Club	1	3
Social Studies Club	1	3
Step Squad	1	3
Student Activitiy Treasurer	1	3
Student Council Coordinator	1	8
Technology Club	1	5
Variety Show Director	1	4
Variety Show Technical Director	1	1
Writers Club	1	3
Yearbook	1	6

John F. Kennedy Intermediate School

	Positions	Units
Approved Clubs	1	3
Audio Visual Assistant	1	5
Band	1	8
Cadet Band 1/2 year	1	4
Chamber Orchestra 4th & 5th grade 1/2 year	1	4
Chorus 3rd grade	1	8
Chorus 4th & 5th grade	1	8
Computer Club	1	3
Garden Club	1	3
Intramurals - Boys	3	9
Intramurals - Girls	3	9
Lets Make A Difference	1	3
Literary Magazine	1	4
Math Club	1	3
Musical Theater Club	1	4
Newspaper Club	1	6
Orchestra	1	8
Science/Environmental Club	1	3
Select Choir 1/2 year	1	4
Story Book Club	1	3
Student Council	1	3
Variety/Talent Show	1	3

John Quincy School

Art Club	1	3
Music Club	1	3
Newspaper Club	1	3
Fitness Club	1	3

May Moore School

Art Club	1	3
Music Club	1	3
Fitness Club	1	3
Friday Falcons	1	3
Newspaper Club	1	3

DEER PARK SCHOOL DISTRICT
 Adopted by Board of Education JAN 22 2008
 2008-2009

SEPTEMBER

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

(19+1)

September 1 Labor Day
 2 Superintendent's
 Conference Day - No Classes
 3 First Day of School
 30 Rosh Hashanah

OCTOBER

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

(30)

October 1 Rosh Hashanah
 9 Yom Kippur
 13 Columbus Day

NOVEMBER

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

(16+1)

November 4 Superintendent's
 Conference Day - No Classes
 11 Veteran's Day
 27-28 Thanksgiving Recess

DECEMBER

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

(15)

December 22-January 1
 Winter Recess (Christmas 12/25
 Chanukah - 12/25)

JANUARY

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

(19)

January 1-2 New Year's Day
 19 Martin Luther King Day

FEBRUARY

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

(15)

February 16-20 - President's Day
 Mid-Winter Recess

MARCH

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

(22)

APRIL

M	T	W	T	F
			1	2
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

(17)

April 6-10 - Passover/Easter
 Recess

MAY

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

(19)

May 25 Memorial Day
 May 27 Snow Day

JUNE

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

(20)

June 25 Regents Rating Day
 26 Last Day of School

TOTAL 182 + 2

[] Schools Closed

*If necessary May 22 will be used as a snow day

The Deer Park Board of Education reserves the right to revise this calendar if emergency school closing during the school year requires additional teaching days.

DEER PARK SCHOOL DISTRICT
School Calendar
2009-2010

SEPTEMBER 2009

M	T	W	T	F
	1	(2)	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

(16+1)
 September 2 Superintendent's Conf. Day
 7 Labor Day
 8 First Day of School
 28 Yom Kippur

OCTOBER 2009

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

(21)
 October 12 Columbus Day

NOVEMBER 2009

M	T	W	T	F
2	(3)	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

(17+1)
 November 3 Superintendent's Conf. Day
 11 Veteran's Day
 26-27 Thanksgiving Recess

DECEMBER 2009

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

(17)
 December 24-31 Winter Recess

JANUARY 2010

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

(19)
 January 1 New Year's Day
 18 Martin Luther King Day

FEBRUARY 2010

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

(15)
 February 15-19 President's Day
 Mid Winter Recess

MARCH 2010

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

(20)
 March 29-31 Spring Recess
 (Passover/Easter)
 30 First day of Passover

APRIL 2010

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

(19)
 April 1-2 Spring Recess
 5 Contingency (2nd Snow Day)

MAY 2010

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

(19)
 May 28 Contingency (1st Snow Day)
 May 31 Memorial Day

JUNE 2010

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

(19)
 June 24 Regents Rating Day
 25 Last Day of School

TOTAL 182 + 2

☐ Schools Closed ☐ Conference Day

The Deer Park Board of Education reserves the right to revise this calendar if emergency school closing during the school year requires additional teaching days.

APPENDIX V

MEMORANDUM OF AGREEMENT ("hereinafter "MOA")

THIS AGREEMENT is entered into as of the 23 day of June, 2004, by and between the **Deer Park Union Free School District** ("Employer") and the **Deer Park Teachers Association** (the Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective June 23, 2004, the Employer and Association agree to the following:

MANDATORY CLAUSES

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contributions) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(6)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

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

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution;
and

i. **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay, therefore, the Employer's post-retirement

payment into the employee's 403@) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution in the year of retirement up to the Contribution Limit of the *Internal Revenue Code*.

To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit in the year of retirement, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code).

In the event that the Non-elective Contribution made in the year following retirement exceeds the Contribution Limit, the Employer agrees to pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution. Such contribution and compensation scheduled for the year following retirement are to be made no later than the last business day of the 3rd calendar week in January.

3. **403(b) Accounts** Employer contributions shall be deposited into the ING Life Insurance and Annuity Company ("ING") 403(b) account of each recipient employee without any charge, fee or expense being assessed by ING upon the Employer. If the employee does not have an ING 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into an ING account established in the employee's name. Agents from ING will be allowed reasonable access to the School District's facilities in order to assist the employees and District's representatives in fulfilling applicable 403(b) legal requirements. Upon the request of the District, the ING agents will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the Internal Revenue Code, based upon salary and payroll information provided to the ING representative by the District.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to

meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

8. Accumulated Leave Payment- All payments due under Article X §A-J of the collective bargaining agreement between the School District and the Association shall be made as an Employer Non-elective Contribution to the 403(b) account of each covered employee in accordance with the terms and conditions of this Agreement and Article X §A. J.

For the School District

By:

Dated:

Craig S. Cecil
June 23, 2004

For the Association

By:

Dated:

William F. Landa
June 23, 2004

HOLD HARMLESS AGREEMENT

Page 2

Internal Revenue Code provisions, rules, regulations and Private Letter Rulings, or (b) the negligence or wrongdoing of the Company or any of its representatives acting in that capacity, which may be made by reason of any employer non-elective contribution made by the Employer on behalf of any eligible Employee pursuant to the terms of the Program.

5. With the exception of any maximum allowable contribution calculations calculated on the basis of inaccurate or inappropriate information provided by the Employer or the Employee, the Company shall hold harmless and indemnify the Employer, its agents, *officers* and Employees, from every claim and demand for penalties (including penalties based on State and/or Federal withholding taxes otherwise due) and interest, including reasonable attorney's fees, which may be made by reason of a challenge to the maximum allowable contribution calculation computed by the Company at the direction of either the Employee or the Employer for any Employee participating in the Program. The Company's obligation to indemnify and hold the Employer harmless under this Paragraph 5 is not conditioned upon and shall not require a showing of the Company's negligence or wrongdoing.

6. In performing the maximum allowable contribution calculations in connection with the Program, the Company may rely on information provided by the Employer and Employee. This information shall include but not be limited to whether the nature of the contributions to the Program are elective or non-elective employer contributions, the Employee's elective deferrals to all eligible plans (whether or not sponsored by the Employer) in that tax year pursuant to Code Section 402(g), and the Employee's includible compensation as defined under Code Sections 403(b)(3) and 415(c).

7. Anything in this Agreement to the contrary notwithstanding, the Company shall neither hold harmless nor indemnify the Employer, its officers, agents, or Employees from any claim and demand based upon the negligence, fraud or wrongdoing of the Employer, its officers, agents or Employees, nor from any situation where the claim or demand is due to the failure of the Employer to properly discharge its obligations or comply with the provisions under the Memorandum of Agreement or applicable contractual language which memorialized the terms and conditions of the Program between the Employer and the Employees' collective bargaining representative.

8. The Company, at its own cost and expense and as allowed by law, shall hold harmless and indemnify the Employer by defending any legal proceeding brought against the Employer and/or satisfying any federal and New York State income tax assessments, interest and penalties, and any legal judgment rendered against the Employer based on any claim or demand allowed under this Agreement as described above. Any liability of the Company under any provision of this Agreement to hold harmless and indemnify the Employer is subject to discharge by the Employer of the conditions precedent that the Employer shall immediately notify the Company in writing within thirty (30) days upon receipt of any such claim or demand and shall permit the Company, at its option, to direct

HOLD HARMLESS AGREEMENT

Page 3

the defense against such claim or demand. It is understood that the Company's liability hereunder shall be limited to actual damage only.

9. The Company reserves the right, upon sixty (60) days' written notice to the Employer to terminate serving as the 403(b) provider and to simultaneously terminate this Agreement. Such termination shall in no manner affect any liability of the Company incurred under this Agreement for acts taken prior to the effective date of such termination.

June 25, 2004
Date

Carl P. Staehli
Authorized Officer for Company
Title: Vice President
Print Name: Carl P. Staehli

June 23, 04
Date

Chase G. Carr
Authorized Officer for Employer
Title: CEO
Print Name: CHASE G. CARR

INDEX

<u>SUBJECT</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION(S)</u>
Absence/Death in Family	33	VIII	3
Administrative Intern	53	XXII	
Assault on a Teacher	22	VI	7
Association Business	2	III	6
Association Representatives	2	III	5
Association teaching day	4	III	17
Association's functions	5	III	19
Audio Visual Differential	27	VII	5
Board Agenda	3	III	10
Board Policy	32	VIII	2
Board Policy Book	3	III	11
Bulletin Boards	2	III	1
Calendars	5	IV	1-3
Child Rearing Leave	39	VIII	13
Class Interruptions	17	V	3
Class Visitations	19	V	10
Cocurricular Activities	10	IV, PT II	14
Cocurricular Leave of Absence	4	III	14
Collective Bargaining	5	III	21
Collective Negotiations	47	XVI	
Comfortable facilities	20	V	15
Conferences/Officers of Association	3	III	7
Coordinators	31	VII	10

Copies of Contract	4	III	15
Copy of Board Minutes	3	III	9
Course Assignments	8	IV, PT II	8
Curriculum	20	V	13
Damage to Property or Personal Loss	30	VII	9
Discrimination	23	VI	11
DPTA place on Agenda	5	III	20
Dues Check Off	1	II	1-5
Duration	55	XXIV	
Elementary ½ day sessions	12	IV, PT II	18
Establishment of calendar	6	IV	3
Exchange Teaching	40	X	1
Exchange Teaching/Credit	41	X	2
Exchange Teaching/Leave of Absence	41	X	3
Exchange Teaching/Return from Leave	41	X	4
Extra Compensation	66-74	Appendix III	1-2
Extra Compensation/Cocurricular	24	VII	2
Extra Help	18	V	8
Faculty Meetings	18	V	7
Flexible Benefits Plan	32	VII	11
Grievance - Stages	43-46	XIII	2
Grievance Procedure	43	XIII	1
Guidance Counselors	26	VII	4
Health Insurance	28	VII	7
Health Leave	39	VIII	11
Hold Harmless Agreement/403B	80-81	Appendix	V

Instructional Materials	13	IV, PT II	20
Involuntary Transfer	21	VI	5
Job Security- Part Time Teachers	50	XIX	2
Job Security-Probationary& Tenured Teachers	49	XIX	1
Jury Duty	34	VIII	5
Lunch Period	9	IV, PT II	11
Mediator	3	III	13
Memorandum of Agreement/403B	77-79	Appendix V	
Military Leave	40	VIII	14
Miscellaneous Assignments	26	VII	3
Names of teachers in unit	5	III	22
No Reprisal	3	III	8
No Strike or Work Stoppage	46	XIV	
Notification of Absence	32	VIII	1
Notification of Termination	23	VI	10
Number of Work days	5	IV	2
Official Professional File	16	V	1
On-The-Job Injury	23	VI	8
Orientation for new teachers	4	III	18
Orientation Programs	19	V	9
Other Insurance	29	VII	8
Other Leave	39	VIII	12
Outside Activities	18	V	4
Parent Conferences	11	IV, PT II	16
Peace Corps Leave	41	XI	1

Peace Corps/Credit on Salary	42	XI	2
Peace Corps/Return From Leave	42	XI	3
Physical Exams	23	VI	9
Preparation Period for 2008-09	9	IV, PT II	10
Private Tutoring	17	V	2
Professional Cooperation	19	V	12
Professional Development Committee	11	IV, PT II	17
Professional Evening Meetings	18	V	5
Professional Library Material	47	XVII	1-4
Professional Vacancies	20	VI	1
Professional Visitation/ Observation	19	V	11
Reception of Pupils	8	IV, PT II	3
Recognition Clause	1	I	
Rehiring Rights	52	XXI	
Request a Transfer	21	VI	2
Required Evening Meetings	18	V	6
Robert Frost Provisions	14	IV, PT II	22
Salary Schedule	61-65	Appendix II	1-14
Salary Schedules	24	VII	1
Salary Schedules	56-60	Appendix 1 A,B,C,D, E	
Schedule Structuring	14	IV, PT II	21
School Calendar 2008-2009	75	Appendix IV	
School Calendar 2009-2010	76	Appendix IV	
School Facilities	2	III	3
School Mail Boxes	2	III	2

Secretarial Help	10	IV, PT II	15
Section 3 meetings	5	III	23
Sick Leave Accumulation Policy	35	VIII	8
Sick Leave Accumulation/Retirement	36-39	VIII	10
Sick Leave Beyond Days Accumulated	35	VIII	9
Special Teaching Periods	8	IV, PT II	6
State or National Assoc. Leave	4	III	16
Study Program	40	IX	1
Successive Teaching	8	IV, PT II	7
Summer School-Position Priorities	43	XII	9
Summer School-Leave of Absence	42	XII	5
Summer School-No registration duties	43	XII	7
Summer School-Notice	42	XII	3
Summer School-qualified applicants	42	XII	6
Summer School-Sick Leave	42	XII	2
Summer School-Written confirmation	43	XII	8
Summer School -Notice of Vacancy	42	XII	4
Summer School Salary Schedule	60	SEE SCHEDULE 1 E	1
Supplementary Leave	34	VIII	4
Tax Sheltered Annuities	27	VII	6
Teacher Activities	2	III	4
Teacher Assignments	10	IV, PT II	13
Teacher duties/Student Supervision	12	IV, PT II	19
Teacher Evaluation	48-49	XVIII	1-2
Teacher Policy Book	3	III	12
Teacher Preparations	8	IV, PT II	9

Teacher Protection	22	VI	6
Teacher Sign-In Time	6-7	IV, PT II	2
Teacher Sign-out Time	8	IV, PT II	4
Teacher Staffing	51	XX	
Teacher's Responsibility for Absence	35	VIII	7
Teachers Conferences	20	V	14
Teachers Day	6	IV, PT II	1
Teachers requesting a Transfer	21	VI	4
Teaching Periods	8	IV, PT II	5
The Board	47	XV	
Transfer Requests	21	VI, PT II	3
Traveling Teachers	55	XXIII	1-3
Unexcused Absence	35	VIII	6
Use of Substitutes	9	IV	12

