



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Shelter Island Union Free School District and Shelter Island Faculty Association (1995)**

Employer Name: **Shelter Island Union Free School District**

Union: **Shelter Island Faculty Association**

Local:

Effective Date: **07/01/95**

Expiration Date: **06/30/99**

PERB ID Number: **6180**

Unit Size:

Number of Pages: **31**

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

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

6180_06301999

Shelter Island Ufsd And Shelter
Island Faculty Assn

378 SD
17730 TA

AGREEMENT

between the

BOARD OF EDUCATION

SHELTER ISLAND UNION FREE SCHOOL DISTRICT
SHELTER ISLAND, NEW YORK 11964

and the

SHELTER ISLAND FACULTY ASSOCIATION

1995 - 1996

1996 - 1997

1997 - 1998

1998 - 1999

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
REGISTRATION

FEB 27 1998

CONCILIATION

TABLE OF CONTENTS

WINESSETH	1
AGREEMENT	1
DURATION	1
RECOGNITION	1
ARTICLE I	2
SCHOOL CALENDAR	
ARTICLE II	2
WORKING DAY	
ARTICLE III	2
ACADEMIC FREEDOM	
ARTICLE IV	3
SCHOOL SAFETY	
ARTICLE V	3
JOINT PROFESSIONAL PRACTICES COMMITTEE	
ARTICLE VI	4
TEACHER'S RIGHTS	
ARTICLE VII	5
TRANSFER AND PROMOTIONS	
ARTICLE VIII	5
PERSONNEL FILES	
ARTICLE IX	6
PROFESSIONAL LIBRARY	
ARTICLE X	6
DUES DEDUCTION	
ARTICLE XI	6
SUBCONTRACTING	

TABLE OF CONTENTS
(Continued)

ARTICLE XII	6
REDUCTION IN FORCE	
ARTICLE XIII	6
SENIORITY	
ARTICLE XIV	7
TAX-SHELTERED ANNUITY	
ARTICLE XV	7
JOB SECURITY/ JUST CAUSE	
ARTICLE XVI	7
POLICY MANUAL	
ARTICLE XVII	7
TEACHER LEAVES	
ARTICLE XVIII	9
PROFESSIONAL SERVICES	
ARTICLE XIX	10
PROFESSIONAL COMPENSATION	
ARTICLE XX	11
RETIREMENT INCENTIVE	
ARTICLE XXI	11
INSURANCE(S)	
ARTICLE XXII	13
SUBSTITUTES	
ARTICLE XXIII	13
PLACEMENT OF SALARY SCHEDULE	
ARTICLE XXIV	13
PROFESSIONAL DEVELOPMENT	
ARTICLE XXV	14
EVALUATION/ OBSERVATION	

TABLE OF CONTENTS
(Continued)

ARTICLE XXVI	15
GRIEVANCE PROCEDURE	
SALARY SCHEDULE 1995-96	17
SALARY SCHEDULE 1996-97	18
SALARY SCHEDULE (B) 1996-97	19
SALARY SCHEDULE 1997-98	20
SALARY SCHEDULE 1998-99	21
SALARY SCHEDULE C - EXTRA-CURRICULAR ACTIVITIES (NON-ATHLETIC)	22
SALARY SCHEDULE C NON-ATHLETIC ACTIVITIES	23
SCHEDULE C ATHLETICS	24

THIS AGREEMENT entered into this twenty-eighth day of August, 1996 by and between the Board of Education of Shelter Island Union Free School District, Town of Shelter Island, County of Suffolk, State of New York, hereinafter called the "Board" and the Shelter Island Faculty Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Shelter Island's School District is their mutual aim and that the quality and morale of the teaching service are primary factors in the character and education, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, by virtue of an election held amongst the Faculty, the Association was certified by the Public Employment Relations Board as the exclusive representative of the teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings to which they desire to conform in this Agreement.

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

AGREEMENT

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

DURATION

This Agreement will be effective July 1, 1995 through June 30, 1999.

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all non-supervisory professional day school personnel (full-time, part-time and part-year) who are paid according to the teachers' pay schedule adopted by the Shelter Island School District. The term, "teacher", when used hereinafter in this Agreement, will refer to all employees represented by the Association in the bargaining or negotiating unit as defined.

ARTICLE I**SCHOOL CALENDAR**

Effective with the 1997-1998 school year, representatives of the Association and the Superintendent shall meet in order to develop a calendar of 181 days; 178 of which will be instructional and 3 of which will be staff development. Two (2) of the days are Superintendent's Conferences and one (1) Teacher's Workshop.

ARTICLE II**WORKING DAY**

The working day will not exceed seven (7) consecutive hours including the activity period. The working day will commence no earlier than 7:45 a.m. and end no later than 3:15 p.m. All parties realize that the exact working day should be linked to both the BOCES and ferry schedules. Any changes beyond the limits set forth herein shall be made by mutual agreement of both parties.

Teachers desiring early dismissal will obtain prior approval from the Superintendent. The faculty recognizes its obligations to remain after school for a reasonable number of meetings as may be called by the Superintendent. Faculty meetings will be limited to one (1) per month and will not last past 3:45 p.m., unless there is a majority vote by those present. Once every third month a K-12 faculty meeting will be held in addition to the regularly scheduled monthly meeting.

All secondary teachers shall be entitled to at least two (2) preparation periods per day, in a nine (9) period day. Whenever special classes such as art, music, physical education and library are provided by the district at the elementary level preparation periods for the elementary teacher(s) affected will be evenly distributed on a daily basis whenever possible. All teachers shall be entitled to a duty-free lunch period of at least 30 minutes.

ARTICLE III**ACADEMIC FREEDOM**

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, and laws of the land, and to instill appreciation of the value of the individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, in which academic freedom for a teacher and student is encouraged, subject only to accepted standards of professional education responsibility.

B. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples, the basic objectives of a democratic society.

ARTICLE IV**SCHOOL SAFETY**

Any items that teachers consider unsafe shall be reported by said teacher to the Superintendent. If within five (5) working days, the situation has not been remedied, the teacher shall refer the condition to both the Superintendent and the Board of Education, in writing. The Board of Education or the Superintendent shall reply, in writing, within five (5) days.

ARTICLE V**JOINT PROFESSIONAL PRACTICES COMMITTEE**

A. The Joint Professional Practices Committee is hereby established in order to provide a vehicle for communications among the Board, the Superintendent, and the Association. The Committee is designed to deal with areas of general concern, It is not intended to deal with negotiations or grievances. The Joint Professional Practices Committee will meet once each month, if called.

B. The Joint Professional Practices Committee will present to the Board, a monthly report of its considered views on matters affecting the educational system.

C. The Chairmanship of the Joint Professional Practices Committee will be rotated every three months during the school year and a representative of the Association, selected by the Association, will be Chairman for at least one (1) three (3) month term per calendar year.

D. The activities and functions of the Joint Professional Practices Committee will be consistent with the provisions of this Agreement and, in the event of any conflict, this Agreement will govern.

E. The membership of this Committee will consist of at least the Superintendent, two (2) Board members and four (4) members of the Association who shall act as representatives of their constituent groups. One (1) faculty member will be a permanent member for a period of one (1) school year. All parties realize that additional Board members and Faculty may attend meetings at any time.

ARTICLE VI**TEACHER'S RIGHTS**

A. The Board hereby agrees that every teacher (as defined in the Article or "Recognition" of this Agreement) employed by the Board, will have the right, freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising government power under the laws of the State of New York, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of New York or the Constitutions of New York and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/ her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein will be construed to deny or restrict any teacher rights he/she may have under the New York State Education or Civil Service Laws or other applicable laws and regulations. The rights granted to teachers hereunder will be deemed to be in addition to those provided elsewhere.

C. Upon making prior arrangements with the Superintendent, the Association and its representatives will have the right to use all school facilities at all reasonable hours for meetings, regarding school business, provided that, when any meeting is held in the evening and special custodial services are required, the Board may have a reasonable charge. Any school supplies used by the Association, in excess of fifty dollars (\$50.00) per year, shall be paid for by the Association.

D. The Association may post notices of its activities and matters of Association concern on the teacher's room bulletin board. The Association may use district mail service and teacher mail boxes for communications to teachers.

E. The Board and the Association agree to make available to each other information and statistics relevant to negotiations and administration of this Contract and for the purpose of processing grievances.

F. To the extent practicable, the Board will advise the Association of new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration. The Association will receive two (2) copies of all budgetary statements made available to the public. A copy of the current District rules, regulations and bylaws, as they exist in the Policy Book, shall be given to the Association. Copies of any new or changed rules, regulations or bylaws shall be given to the Association. A copy of the official Board Minutes shall be available to all members of the Association for use in the District Business Office.

ARTICLE VII**TRANSFER AND PROMOTIONS**

A. The Board recognizes that it is desirable, in making assignments, to consider the interest and aspirations of its teachers as well as the best interest of the students and the school.

B. A list of teaching vacancies and/ or new teaching positions to be filled for the forthcoming school year shall be made available and posted in the mailroom and faculty room within ten (10) days of the district's knowledge of the vacancy. If the vacancy occurs during the summer, notice shall be mailed to the staff.

C. Any teacher under employment by the district who requests a transfer, shall have the opportunity to be interviewed by the administration prior to the interviewing of outside applicants.

D. Any teacher who is denied a transfer under this paragraph, will be supplied with a reason for such denial, in writing, upon request.

E. Requests by a teacher for transfer to a different class or position will be made in writing, to the Superintendent, and, at the teacher's option, one copy filed with the Association.

ARTICLE VIII**PERSONNEL FILES**

A. Teachers may request to see their personnel files. Such requests are to be made at a reasonable time. Files are to be replaced in the same order as they were received and are to be examined in the Office. Files may be edited with the mutual consent of the teacher and the Superintendent. The Superintendent shall notify the Board of Education of action taken under this clause. Materials which are entered at the request of the teacher, by a third party (i.e. recommendations which are confidential) will not be subject to teacher review.

B. Complaints by Superintendent, parent or students directed toward a teacher will be handled according to Board of Education policy number personnel series 4000-12. The teacher will have the opportunity of attaching a written reply to such complaint for insertion into his/her personnel file. Such a reply will be co-signed by the Superintendent as a gesture of recognition only.

C. Separate files shall be established for:

1. Matters of personal nature which apply to salary, fringe benefits, evaluations.
2. Matters of general nature, such as correspondence, reports, and the like.

ARTICLE IX**PROFESSIONAL LIBRARY**

The Board and the Association mutually recognize the importance of continuous use of adequate professional reference and curriculum materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board will provide a teacher reference library in the District and include therein all texts which are requested by the teachers to a limit of four hundred dollars (\$400.00) per annum, such amount to be budgeted by the librarian. Books from such a library will be made available to a teacher upon request.

ARTICLE X**DUES DEDUCTION**

A. The Board agrees to deduct from the salaries of the teachers covered by this Agreement, membership dues of the Association.

B. The Association will advise the Board, in writing, by September 5th of each year, and by March 1st of each year for teachers hired at mid-year, the amount of such membership dues. The Board shall remit to the Association within five (5) days following each deduction, the aggregated sum thereof, together with a list of the teachers for whom such deduction has been made, indicating the amount deducted from the salary of each teacher.

C. Teachers will submit signed dues deduction authorization cards indicating which dues they wish deducted. Dues will be deducted in twenty (20) even payments, or in the case of mid-year hiring, dues will be deducted evenly from remaining paychecks.

ARTICLE XI**SUBCONTRACTING**

The Board will not contract to provide services now provided by any member of the bargaining unit without the express consent of the Shelter Island Faculty Association.

ARTICLE XII**REDUCTION IN FORCE**

No teacher will be laid off pursuant to any reduction in the number of teachers unless there is a substantial reduction in the number of students. In the event that a reduction of personnel, as heretofore defined, will become necessary, teachers will be laid off according to seniority as defined in this Article. In the event of layoff, the Board will make every effort to insure that separated personnel be placed in other teaching situations. All calculations of reduction in force shall be based upon conditions which exist on September 1, 1985.

ARTICLE XIII**SENIORITY**

Seniority will be defined as the period of service with the School District, dating from his/her initial placement within appropriate tenure area.

ARTICLE XIV**TAX-SHELTERED ANNUITY**

The Board agrees to provide the necessary clerical aid, including salary deduction and mailing, for any teacher who elects to participate in a Tax Sheltered Annuity Program.

ARTICLE XV**JOB SECURITY/ JUST CAUSE**

No employee will be dismissed, disciplined, reduced in rank or compensation, nor denied any professional advantage without just cause.

ARTICLE XVI**POLICY MANUAL**

Any additions to the present Board Policy Manual which have an impact on teachers will be channeled through the Joint Professional Practices Committee for faculty comment.

ARTICLE XVII**TEACHER LEAVES****A. JURY DUTY**

Any teacher called for jury duty will be compensated at full pay. However, any pay received for such duty, less travel expenses, shall be paid over to the School District. Teachers subpoenaed to give testimony before any judicial or administrative tribunal, with respect to School District related litigation, excluding proceedings which may be commenced by the teacher or Faculty Association, shall be compensated at full pay. Teachers subpoenaed to give testimony before any judicial or administrative tribunal with respect to non-School District related litigation will be compensated at full pay, to a maximum of five (5) days.

B. SICK LEAVE/ PERSONAL LEAVE

Each full-time teacher shall be entitled to 15 sick leave days per annum and 2 personal days per annum (said sick days to accumulate annually). The leave days shall be for the following purposes including medical treatment.

1. Sickiness
2. Personal Business
(Personal business is defined as an activity which cannot be accomplished on a non-working day or during non-working hours.)
3. Medical Treatment
(Medical treatment is defined as an activity which cannot be accomplished on a non-working day or during non-working hours).

Requests for personal leave days should be made at least one (1) day in advance, except in cases of emergency. The Superintendent shall request specific reasons for any personal leave in excess of two days per year and may grant these at his/her discretion.

Only sick leave days may accumulate to a maximum of two hundred (200) days.

Any teacher who has been hospitalized with resultant effect being the depletion of his/ her cumulative sick leave, shall be granted an additional ten (10) days leave time. The Board of Education reserves the right to grant additional days in special hardship situations.

The Superintendent may request a doctor's certificate for illness in excess of five (5) successive days.

C. PROFESSIONAL DAYS

For the purpose of professional advancement, visiting days in other schools and days to attend professional meetings will be granted to teachers at the discretion of the Superintendent.

D. CHILD CARE LEAVE

Child care leave shall be granted to a teacher who applies in writing. The request for such leave shall be at least two (2) months prior to the commencement of the leave.

The written notice shall state:

Duration of the leave, including the beginning and ending dates. The ending dates should coincide with the end of a school semester. All other ending dates shall be at the discretion of the Board of Education. The maximum length of time for each leave shall be one (1) year. The Board of Education may, at its discretion, grant extensions to one (1) year leaves. Such leaves shall be without pay and not count as experience for compensation nor shall apply towards tenure.

E. SABBATICAL LEAVE

The Board of Education, at its discretion, may grant Sabbatical leave. Sabbatical leave when granted, may be for purposes of either study and/ or related travel. A teacher must have been employed for at least seven (7) years to be eligible to apply for Sabbatical Leave, and during such leave, the teacher will be considered to be in the employ of the Board.

Requirements

Length: A Summer Sabbatical may be granted for a minimum period of twenty (20) days. Academic Year Sabbatical will have a minimum of one (1) semester and a maximum period of an academic year.

Application

The Application must include:

1. Detailed description of the activity to be pursued.
2. Times and dates of requested leave.
3. Expected benefits accrued from the leave and their application to the improvement of the Shelter Island School system.

4. Application deadline is February 1st for all leaves to be considered in the following fiscal year. Late applications will be considered where external conditions make it impossible to meet the deadline.

Notification

The Superintendent must notify applicants of the action taken by the Board of Education, in writing, no later than March 15th.

Report

At the conclusion of the Sabbatical Leave, the participant shall provide a written report of the leave and related activities to the Board of Education.

Return to District

A Teacher failing to meet the criteria as stated in the application and mutually agreed upon, at the conclusion of the Sabbatical Leave period, agrees to forfeit all monies paid under the Sabbatical Leave provisions.

Salary

The salary for a Summer Sabbatical will be one hundred percent (100%) of the teacher's annual contract salary on a per diem rate of .0055 of the annual contract salary. Academic year Sabbaticals will be fifty percent (50%) of the teacher's annual contract salary on a per diem rate of .0055 of the annual contract salary.

Definitions

Academic year: September 1 through June 30. Minimum of 1 semester.

Summer: July 1 through August 31. Minimum of twenty (20) days.

Per Diem: Is assumed to be a five (5) day work week unless otherwise justified by the application.

F. DEATH IN THE FAMILY

Five (5) days, with pay, will be granted if such death is in the immediate family. Depending on the circumstances, and the discretion of the Superintendent, this leave may be extended in time, or to cover other than immediate family, such additional days will be taken from the Sick/ Personal Leave.

ARTICLE XVIII

PROFESSIONAL SERVICES

The Board of Education will provide one (1) full-time aide for the purpose of filing, typing, and lunch duties.

ARTICLE XIX**PROFESSIONAL COMPENSATION**

A. All personnel covered by this Agreement shall be on step and paid according to the attached salary schedules during this Agreement. Base salaries within the teacher's unit's salary schedule are to be increased effective July 1, 1997 and July 1, 1998 based upon a percentage increase equal to the percentage increase in the Consumer Price Index (New York Metropolitan area - Northeast New Jersey, Urban Wage Earners CPI-W) for the twelve-month period prior to July 1, 1997 and July 1, 1998, respectively. In no event, however, shall such increases be greater than five (5%) percent: nor less than two (2%) percent. The 1996-97 schedule is to reflect an addition of \$900.00 to the base pay payable during the 1996-97 school year to those teachers on Step 20 during the 1995-96 school year.

B. Payment of salaries will be scheduled on an every-other-Friday basis, commencing with the first working Friday in September. In those instances where the alternate Friday falls on a day when school is closed, checks will be issued on the 1st working day before the school closing. It is understood that the gross amount of each paycheck will be 1/26 or 1/22, as required in writing, by the teacher's, of the teachers annual salary.

C. **Payment for work days beyond 181 days as required in the Contract:**

Additional work days will be compensated as follows:

1. Additional teaching or professional days at .0055 of the annual salary.

D. **Compensation for teaching services above expected levels:**

The teacher load expectation for elementary teachers shall be the practices found in the 1984-1985 schedule and secondary teachers shall be 6 periods. Special Education teachers shall be the 1984-1985 schedule or 6 periods, whatever shall apply. Should assignment beyond these levels be necessary, they may be filled by mutual consent of the teacher and the Superintendent, with a compensation rate of 1/6th of that teacher's annual salary (prorated if the assignment is part of a year).

E. **Part-time Employment:**

All part-time teachers employed after September 1, 1985 will be apportioned fringe benefits including, but not limited to health insurance, dental insurance, sick and personal leave days on a prorated basis in comparison to a full-time teacher.

All part-time teachers employed after September 1, 1985 will advance one step on the Salary Schedule for each 180 days of service to the Shelter Island Union Free School.

F. Each teacher will be compensated for all accumulated sick leave days (up to 200 days) at the daily rate for a substitute teacher at the current time plus fifteen (\$15.00) dollars, these monies will be included in their final pay check in June of the retirement year.

G. Contractual Compensation for Extra-Duty:

When assigned, will be at the rate set forth in Schedule C annexed hereto. Teachers assigned to noon duty supervision shall not be entitled to extra compensation, provided they have a duty-free lunch period and two (2) preparatory periods.

ARTICLE XX

RETIREMENT INCENTIVE

- A. Teachers would qualify for retirement incentive at age 55 or older.
 - B. Teachers with at least ten (10) continuous years experience in the Shelter Island School District will be entitled to a single retirement incentive award above the current year's salary. This award will be contingent upon:
 - 10 continuous years at Shelter Island School - 20%
 - 15 continuous years at Shelter Island School - 25%
 - 20 continuous years at Shelter Island School - 30%
- I. Written resignation for purposes of retirement.
 - ii. This increment shall be the only salary increase given in the year of retirement.
 - iii. Application for retirement incentive must be made by February 1st of the year prior to the retirement year. It is understood that the teacher may rescind his/her retirement plans up until March 31st of the intended year of retirement.

ARTICLE XXI

INSURANCE(S)

MEDICAL INSURANCE

A. The Board of Education agrees to provide medical coverage (East End Health Plan) for a period of four (4) years to all affected employees, (those bargaining unit members hired prior to the date of the memorandum of agreement, August 28, 1996), retirees and their dependents. The Board of Education shall incur full costs of the program for all employees and their dependents. Both parties shall adhere to all requirements and benefits developed by the Plan.

In the event the parties choose not to continue in the "Plan" at the conclusion of four (4) years, or the "Plan" ceases to exist, all necessary steps will be taken to re-enter the Empire Plan unless the parties agree to other forms of health coverage.

B. Any member who wishes to waive the contractual rights to medical insurance will do so in writing. Such employees will be compensated in accordance with the following formulas: Employee will receive a salary increase of fifty (50%) percent of the appropriate medical plan premium pro-rated throughout the Contract year or portion thereof. The employee who chooses this option will be reinstated in the medical plan upon written notice within thirty (30) days of the receipt of such notice.

C. Those unit members hired after August 28, 1996 (the date of the Memorandum of Agreement) will contribute ten (10%) percent toward the premium cost of health insurance coverage, individual or family as applicable; those unit members hired subsequent to July 1, 1998 will contribute fifteen (15%) percent toward the premium cost of health insurance coverage, individual or family, as applicable.

D. I.R.S. Flexible Spending Plan

1. The board of Education agrees to provide a cafeteria plan, which shall conform to all laws specified in the I.R.S. Section 125 tax code, to all employees except those hired on an hourly basis. This plan, to be known as The Shelter Island School District Section 125 Flex Plan will be funded by the Board at the contractually agreed upon sum of \$750.00 per participant, per fiscal year.

2. Participants may select one or both of two (2) plan options: A Health Care F.S.A. (Flexible Spending Arrangement), which would cover I.R.S. publication 502 defined medical and dental expenses, except insurance premium, and/or a Dependent Care F.S.A., which would also cover health and welfare insurance premiums.

3. In addition, participants will have the option to contribute their own pre-tax dollars as paycheck deductions to the Health Care F.S.A. and/or the Dependent Care/ Insurance premium F.S.A. This option shall be selected by the participant before the plan year begins. Voluntary contributions as N.Y.S.T.R.S. pension check deductions may also continue into retirement, subject to approval of the New York State Teachers Retirement System.

4. Beginning with the July 1, 1992 to June 30, 1993 plan year, and for each year of the contract thereafter, to those employees electing the Health Care F.S.A., the Board agrees to contribute, as an addition to each participant's base allocation of Seven hundred fifty (\$750.00) dollars, an amount equal to the combined unused previous year's allocations, divided by the number of category participants. Both unused Board allocated monies and voluntary employee contributions to the Dependent Care/ Insurance F.S.A. will be forfeited to the District by the participants.

5. The Board agrees to hire UNI-BEN, INC., 871 Monroe Avenue, Rochester, New York, as administrator of the plan. The Board agrees to pay UNI-BEN, INC., two and 50/100 (\$2.50) dollars per employee, per month for each of the available F.S.A. options selected by the participant, not to exceed a maximum monthly fee of six and 50/100 (\$6.50) dollars per employee. Administrative expenses in excess of \$6.50 per month will be borne by the participant and charged to his/her account.

6. UNI-BEN, INC. of 871 Monroe Avenue, Rochester, New York, agrees to administer the Shelter Island School District 125 Flex Plan in compliance with all I.R.S. tax code regulations governing the Health Care F.S.A. and the Dependent Care/ Insurance premiums F.S.A.

7. Each quarter, UNI-BEN, INC. will provide every participant a copy of each paid claim form and a report of funds remaining in individual accounts.

E. MEDICAL INSURANCE FOR RETIREES

The Board of Education will pay one hundred percent (100%) coverage for all present retirees and their covered dependents, who have had fifteen (15) years of service in the district. Effective July 1, 1982, all future retirees who have fifteen (15) years of service will be eligible for medical benefits paid at the level of one hundred percent (100%) as of the date of their retirement. Any increases in cost which go into effect after the date of an individual's retirement will be borne equally by the individual, fifty percent (50%), and the School District fifty percent (50%).

ARTICLE XXII

SUBSTITUTES

A thorough list of qualified substitutes will be maintained by the office and each teacher will offer suggestions of additions to such list whenever possible. When practical, teacher should be consulted relative to the choice of substitutes.

ARTICLE XXIII

PLACEMENT OF SALARY SCHEDULE

The board of Education reserves the right to determine a teacher's starting salary with the parameters of the Contract. The step headings on the Salary Schedule shall be as follows:

BS	BS+15	BS+30	MS	MA+15	MS+30	MS+45	MS+60
			BS+45	BS+60	BS+75	BS+90	BS+105

ARTICLE XXIV

PROFESSIONAL DEVELOPMENT

A. Courses taken, which are offered by any accredited college or university, and whether these courses are taken on campus or by a correspondence will, upon successful completion, be acceptable for the purpose of salary advancement. Such courses will require prior approval of the Superintendent; however, in the event of refusal, if the teacher so desires, (s)he may request a written statement.

B. In that the State Department of Education presently recognizes Proficiency Examinations for credit toward certification, the successful completion of such examinations will also be applied to credit for salary advancement purposes.

C. In-service courses, requested by a teacher and deemed relevant by the Board of Education and the Superintendent, will receive credit for salary advancement upon successful completion of said course.

D. The Board of Education agrees to provide, upon application to and approval by the Superintendent, the necessary funds for teachers who desire to attend selected professional conferences. Travel, meals, lodging and registration fees will be deemed appropriate expenses of the Board, to the limit of funds provided in the Budget for conferences, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such a conference will be granted sufficient leave time to attend without loss of compensation or benefits.

E. In order to encourage summer study and education awareness, the Board shall pay to any recipient of either Federal, State or County financed summer program relevant to his field, the difference between any stipend or grant the teacher may receive and the amount, limited to seventy-five percent (75%) of teacher prorated salary for a like number of days. The application procedures and reporting requirements shall be as provided in the Sabbatical Leave clauses. Successful completion of in-service courses will be applied toward salary advancement credit.

F. All in-service course, with prior approval, and those taught by an Association member shall be credited as follows:

1. Horizontal salary schedule advancement effective August 28, 1996 (the date of the Memorandum of Agreement) will be predicated upon those numbers of credits (received for graduate level, in-service, etc. courses) assigned by the institution providing the course.
2. Two (2) in-service credits for every ten (10) hours of instruction by an Association member for that member or compensation at a per hour rate, chosen at the discretion of the teacher. If substantially the same course is taught a second time, the teacher will be paid.
3. A teacher wishing to institute such a course will submit a course outline to the Superintendent for approval.

G. Grades K-12 will have one additional day for a teacher's workshop to be used for teachers conference time, curriculum development or professional activities.

ARTICLE XXV

EVALUATION/ OBSERVATION

A. All monitoring of the work performance of the teaching staff shall be done openly with full knowledge of the teacher involved.

B. Probationary teachers will receive at least two (2) formal evaluations each semester. Tenured teachers will receive one (1) formal evaluation each year. In the event there is a need for more than one (1) observation, such observations should have written suggestions for improvement and shall be spaced at least one (1) month apart to allow the teacher time to implement such change.

C. Any evaluation will be considered formal when the teacher is notified at least five (5) days prior to the scheduled visit. A formal evaluation will include a pre-observation conference at a mutually agreed upon time when the teacher will provide an overview of the lesson anticipated so that the focus for the observation can be established. A post-observation conference will be held within five (5) days. The written evaluation will be prepared after the post- observation conference. An additional conference may be held after the written evaluation is received, if the teacher so requests.

D. All evaluations must be signed by the teacher. Signature does not necessarily mean concurrence with the evaluation.

E. It is understood that the intent and purpose of the evaluation process is to promote self-improvement by providing constructive criticism and assistance when necessary. It also provides an opportunity to observe exemplary techniques within the classroom so that these techniques and methods may be shared with others.

ARTICLE XXVI

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of the grievance procedure is to establish a simple, straightforward method of settling differences which may occur in the day-to-day operation of the school or in the interpretation of this contract.

B. DEFINITIONS:

1. A "grievance" shall be any complaint which results from the interpretation of this contract.
2. "Aggrieved person(s)" shall be any person to which this contract applies.
3. "Party in Interest" is defined as any person or group affected by the grievance or the decision regarding the grievance.

C. PROCEDURES

The purpose of the grievance procedure is to arrive at a fair settlement in the least amount of time possible. The procedure described herein assumes that all parties have attempted to settle a dispute in an informal way through discussion and through any other means of communication.

Step I

A matter of disagreement formally becomes a grievance when is reduced to writing and is presented to the Superintendent of Schools.

Step II

The Superintendent shall render a decision in writing, within three (3) days of receipt of the grievance at a meeting of the aggrieved person(s) and any parties at interest. If the matter has reached a satisfactory conclusion, all parties shall sign the decision indicating agreement.

Step III

In the event that the grievance is not satisfied at Step II, the dissatisfied parties may file a written appeal to the Board of Education. The Board will meet with all parties within (10) days to orally discuss the grievance. The Board will decide the grievance within five (5) days and will communicate, in writing, its decision to all parties.

Step IV

In the event that the grievance is not satisfied at Step III, the dissatisfied parties may file for arbitration under the rules and procedures of the American Arbitration Association, the costs of which will be shared equally by the School District and the grievant. The decisions of the Arbitrator shall be final and binding.

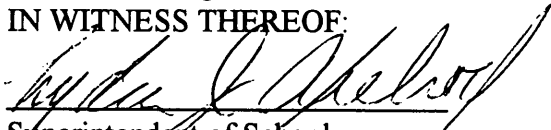
Step V

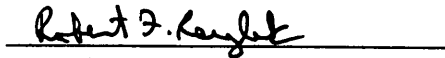
Any party to a grievance may be represented by a person (s) of their choice.

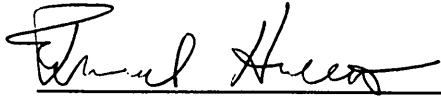
D. Guidelines


1. A grievance may be withdrawn at any time by the party filing the grievance.
2. All parties will receive copies of all written documents.
3. All settlements will be without malice or reprisal by any party.
4. A grievance should state a satisfactory solution as well as the nature of the grievance.

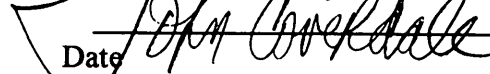
IN WITNESS THEREOF:


 Superintendent of Schools


 President
 Board of Education


 President, Shelter Island
 Faculty Association


 Chief Negotiator
 Shelter Island Faculty Association


 Date

SHELTER ISLAND SCHOOL
SALARY SCHEDULE 95-96

STEP	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30 BA+75	MA+45 BA+90	MA+60 BA+105
1	30987	32349	33709	35810	37219	38629	40130	41632
2	32434	33886	35342	37377	38876	40448	41869	43291
3	33880	35426	36974	38945	40606	42267	43610	44951
4	35326	36965	38605	40513	42301	44087	45348	46612
5	36770	38501	40235	42078	43990	45903	47089	48277
6	38207	40016	41826	43781	45664	47550	48819	50091
7	39642	41358	43416	45483	47175	49195	50547	51906
8	41080	43043	45006	47185	49015	50842	52280	53721
9	42518	44558	46597	48889	50687	52485	54010	55534
10	43958	46073	48185	50587	52361	54128	55738	57349
11	45198	47447	49696	52231	54065	55900	57495	59088
12	46439	48822	51206	53877	55774	57672	59251	60828
13		50199	52715	55519	57482	59442	61005	62566
14		51574	54225	57163	59190	61215	62763	64306
15		52948	55736	58808	60898	62986	64518	66049
16		54326	57245	60450	62606	64757	66272	66922
17		54981	57951	61532	63591	65649	66980	68308
18		55638	58657	62612	64576	66539	68116	69692
19		56280	59362	63678	65555	67430	69255	71078
20		56922	60067	64746	66526	68308	70271	72232

**SHELTER ISLAND SCHOOL
SALARY SCHEDULE 96-97**

STEP	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30 BA+75	MA+45 BA+90	MA+60 BA+105
1	30987	32349	33709	35810	37219	38629	40130	41632
2	32434	33886	35342	37377	38876	40448	41869	43291
3	33880	35426	36974	38945	40606	42267	43610	44951
4	35326	36965	38605	40513	42301	44087	45348	46612
5	36770	38501	40235	42078	43990	45903	47089	48277
6	38207	40016	41826	43781	45664	47550	48819	50091
7	39642	41358	43416	45483	47175	49195	50547	51906
8	41080	43043	45006	47185	49015	50842	52280	53721
9	42518	44558	46597	48889	50687	52485	54010	55534
10	43958	46073	48185	50587	52361	54128	55738	57349
11	45198	47447	49696	52231	54065	55900	57495	59088
12	46439	48822	51206	53877	55774	57672	59251	60828
13		50199	52715	55519	57482	59442	61005	62566
14		51574	54225	57163	59190	61215	62763	64306
15		52948	55736	58808	60898	62986	64518	66049
16		54326	57245	60450	62606	64757	66272	66922
17		54981	57951	61532	63591	65649	66980	68308
18		55638	58657	62612	64576	66539	68116	69692
19		56280	59362	63678	65555	67430	69255	71078
20		56922	60067	64746	66526	68308	70271	72232

SHELTER ISLAND SCHOOL
SALARY SCHEDULE B 96-97

NAME	STEP	MA&45 BA&90	MA&60 BA&105
TEACHER #1	20		73,132
TEACHER #2	20		73,132
TEACHER #3	20		43,879
TEACHER #4	20		73,132
TEACHER #5	20		73,132
TEACHER #6	20		73,132
TEACHER #7	20		73,132

THE ABOVE SCHEDULE REFLECTS PAYMENT OF \$900.00 TO THE BASE PAY, TO BE PAID DURING THE 1996-97 SCHOOL YEAR.
T O THOSE TEACHERS ON STEP 20 DURING THE 1995-1996 SCHOOL YEAR.

**SHELTER ISLAND SCHOOL
SALARY SCHEDULE 97-98**

Base salaries within the teachers' unit's salary schedule are to be increased effective July 1, 1997 and July 1, 1998 based upon a percentage increase equal to the percentage increase in the Consumer Price Index (New York Metropolitan area - Northeast New Jersey, Urban Wage Earners CPI-W) for the twelve month period prior to July 1, 1997 and July 1, 1998, respectively. In no event, however, shall such increases be greater than five (5%) percent; nor less than two (2%) percent.
(JUNE 1997 CPI WILL BE UTILILIZED)

STEP	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30 BA+75	MA+45 BA+90	MA+60 BA+105
1	30987	32349	33709	35810	37219	38629	40130	41632
2	32434	33886	35342	37377	38876	40448	41869	43291
3	33880	35426	36974	38945	40606	42267	43610	44951
4	35326	36965	38605	40513	42301	44087	45348	46612
5	36770	38501	40235	42078	43990	45903	47089	48277
6	38207	40016	41826	43781	45664	47550	48819	50091
7	39642	41358	43416	45483	47175	49195	50547	51906
8	41080	43043	45006	47185	49015	50842	52280	53721
9	42518	44558	46597	48889	50687	52485	54010	55534
10	43958	46073	48185	50587	52361	54128	55738	57349
11	45198	47447	49696	52231	54065	55900	57495	59088
12	46439	48822	51206	53877	55774	57672	59251	60828
13		50199	52715	55519	57482	59442	61005	62566
14		51574	54225	57163	59190	61215	62763	64306
15		52948	55736	58808	60898	62986	64518	66049
16		54326	57245	60450	62606	64757	66272	66922
17		54981	57951	61532	63591	65649	66980	68308
18		55638	58657	62612	64576	66539	68116	69692
19		56280	59362	63678	65555	67430	69255	71078
20		56922	60067	64746	66526	68308	70271	72232

**SHELTER ISLAND SCHOOL
SALARY SCHEDULE 98-99**

Base salaries within the teachers' unit's salary schedule are to be increased effective July 1, 1997 and July 1, 1998 based upon a percentage increase equal to the percentage increase in the Consumer Price Index (New York Metropolitan area - Northeast New Jersey, Urban Wage Earners CPI-W) for the twelve month period prior to July 1, 1997 and July 1, 1998, respectively. In no event, however, shall such increases be greater than five (5%) percent; nor less than two (2%) percent. (JUNE 1998 CPI WILL BE UTILIZED)

STEP	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30 BA+75	MA+45 BA+90	MA+60 BA+105
1	30987	32349	33709	35810	37219	38629	40130	41632
2	32434	33886	35342	37377	38876	40448	41869	43291
3	33880	35426	36974	38945	40606	42267	43610	44951
4	35326	36965	38605	40513	42301	44087	45348	46612
5	36770	38501	40235	42078	43990	45903	47089	48277
6	38207	40016	41826	43781	45664	47550	48819	50091
7	39642	41358	43416	45483	47175	49195	50547	51906
8	41080	43043	45006	47185	49015	50842	52280	53721
9	42518	44558	46597	48889	50687	52485	54010	55534
10	43958	46073	48185	50587	52361	54128	55738	57349
11	45198	47447	49696	52231	54065	55900	57495	59088
12	46439	48822	51206	53877	55774	57672	59251	60828
13		50199	52715	55519	57482	59442	61005	62566
14		51574	54225	57163	59190	61215	62763	64306
15		52948	55736	58808	60898	62986	64518	66049
16		54326	57245	60450	62606	64757	66272	66922
17		54981	57951	61532	63591	65649	66980	68308
18		55638	58657	62612	64576	66539	68116	69692
19		56280	59362	63678	65555	67430	69255	71078
20		56922	60067	64746	66526	68308	70271	72232

SALARY SCHEDULE C - EXTRA-CURRICULAR ACTIVITIES (NON-ATHLETIC)

1. Chaperones (non-athletic, field trips, on-site activities, proms, etc.) will receive per hour:

	1995-1996	1996-1997	1997-1998	1998-1999
School Days (Before 8 a.m. after 3 p.m.)	20.81	20.81	20.81	20.81
Non-School Days (all hours)	28.25	28.25	28.25	28.25

Such payment shall not exceed a maximum of \$100 per day.

2. Salaries will be paid in the following bill schedules:

Fall	50% - 4th Tuesday - September 50% - 4th Tuesday - October
Winter	50% - 2nd Tuesday - December 50% - 4th Tuesday - February
Spring	50% - 2nd Tuesday - April 50% - 2nd Tuesday - June
Yearlong	25% - 4th Tuesday - October 25% - 2nd Tuesday - December 25% - 4th Tuesday - February 25% - 2nd Tuesday - June

3. A stipend for mileage and/or ferriage will be paid to members who must, because of the nature of the activity, travel to the Shelter Island School or to another location for any work specifically related to the activity.
4. The salary schedule for extra-curricular activities is to increase each year by the same percentage used for the regular salary schedule increase.

SALARY SCHEDULE C NON-ATHLETIC ACTIVITIES

<u>LEVEL</u>	<u>ACTIVITY</u>	<u>95-96</u>	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
I	7th Grade Adv./Fund raiser 8th Grade Adv./Fund raiser 9th Grade Advisor 10th Grade Advisor Elementary Learning Fair Mentathlon Drama Coach Mentathlon Coordinator Mentathlon Quick Call Coach	436	436	436	436
II	Science Club Literary Magazine Art-In-Education Honor Society Newsletter/Public Relations Elementary Computer Club Jr/Sr High Computer Club Jazz Band Landmark Books	880	880	880	880
III	11th Grade Advisor 12th Grade Advisor/ Grad. Adv. Science Fair - Secondary Detention Supervisor Audiovisual Coordinator Drama Club AV/TV	1097	1097	1097	1097
IV	Student Council	1644	1644	1644	1644
V	Yearbook	2854	2854	2854	2854

Where there is a district change in the character of an activity, or, where a new activity is proposed, the party requesting a change in level or a new activity shall supply a written justification for such change in level, to the Superintendent. The Superintendent shall present the matter to the JPPC with his/ her recommendation. The JPPC shall make a recommendation to the Board of Education, who shall make a final recommendation.

SCHEDULE C ATHLETICS

	<u>95-96</u>	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
Varsity Basketball	3603	3603	3603	3603
Varsity Baseball	3325	3325	3325	3325
Varsity Golf	2127	2127	2127	2127
Varsity X-Country	2127	2127	2127	2127
Varsity Volleyball	3278	3278	3278	3278
Varsity Track	2127	2127	2127	2127
J. V. Basketball	3049	3049	3049	3049
J. V. Volleyball	2771	2771	2771	2771
J. V. Baseball	2771	2771	2771	2771
Junior High Baseball	1524	1524	1524	1524
Junior High Volleyball	1524	1524	1524	1524
Junior High Basketball - Boys	1664	1664	1664	1664
Junior High Basketball - Girls	1664	1664	1664	1664
Junior High Soccer	1455	1455	1455	1455
Junior High Softball	1524	1524	1524	1524
Junior High X-Country	1524	1524	1524	1524
Junior High Track	1455	1455	1455	1455
Junior High Field Hockey	1455	1455	1455	1455
Cheerleading	1977	1977	1977	1977
Intramural (3 seasons)	2127	2127	2127	2127
Athletic Director	3325	3325	3325	3325
<u>Clock keeper and Chaperone</u>				
One game per night	54	54	54	54
Two Games per night	83	83	83	83

**SHELTER
SALARY SCHEDULE 97-98**

Base salaries within the teachers' unit's salary schedule are to be increased effective July 1, 1997 and July 1, 1998 based upon a percentage increase equal to the percentage increase in the Consumer Price Index (New York Metropolitan area - Northeast New Jersey, Urban Wage Earners CPI-W) for the twelve month period prior to July 1, 1997 and July 1, 1998, respectively. In no event, however, shall such increases be greater than five (5%) percent; nor less than two (2%) percent.
(JUNE 1997 CPI WILL BE UTILIZED)

STEP	BA (2.3%)	BA+15 (2.3%)	BA+30 (2.3%)	MA BA+45 (2.3%)	MA+15 BA+60 (2.3%)	MA+30 BA+75(2.3%)	MA+45 BA+90(2.3%)	MA+60 BA+105(2.3%)
1	31,700	33,093	34,484	36,634	38,075	39,517	41,053	42,590
2	33,180	34,665	36,155	38,237	39,770	41,378	42,832	44,287
3	34,659	36,241	37,824	39,841	41,540	43,239	44,613	45,985
4	36,138	37,815	39,493	41,445	43,274	45,101	46,391	47,684
5	37,616	39,387	41,160	43,046	45,002	46,959	48,172	49,387
6	39,086	40,936	42,788	44,788	46,714	48,644	49,942	51,243
7	40,554	42,309	44,415	46,529	48,260	50,326	51,710	53,100
8	42,025	44,033	46,041	48,270	50,142	52,011	53,482	54,957
9	43,496	45,583	47,669	50,013	51,853	53,692	55,252	56,811
10	44,969	47,133	49,293	51,751	53,565	55,373	57,020	58,668
11	46,238	48,538	50,839	53,432	55,308	57,186	58,817	60,447
12	47,507	49,945	52,384	55,116	57,057	58,998	60,614	62,227
13		51,354	53,927	56,796	58,804	60,809	62,408	64,005
14		52,760	55,472	58,478	60,551	62,623	64,207	65,785
15		54,166	57,018	60,161	62,299	64,435	66,002	67,568
16		55,575	58,562	61,840	64,046	66,246	67,796	68,461
17		56,246	59,284	62,947	65,054	67,159	68,521	69,879
18		56,918	60,006	64,052	66,061	68,069	69,683	71,295
19		57,574	60,727	65,143	67,063	68,981	70,848	72,713
20		58,231	61,449	66,235	68,056	69,879	71,887	73,893

1996-97 SCHEDULE B - STEP 20 TEACHERS

74,814.00

CO-CURRICULAR ADVISORS

1997-1998

ACTIVITY

97-98 SALARY (2.3%)

7TH GRADE ADVISOR	\$446
8TH GRADE ADVISOR	\$446
9TH GRADE ADVISOR	\$446
10TH GRADE ADVISOR	\$446
11TH GRADE ADVISOR	\$1,122
12TH GRADE ADVISOR	\$1,122
SCIENCE CLUB	\$901
LITERARY MAGAZINE	\$901
HONOR SOCIETY	\$450
	\$450
SCIENCE FAIR	\$1,122
DRAMA CLUB	\$1,122
ARTS-IN-EDUCATION	\$901
STUDENT COUNCIL	\$1,682
YEARBOOK	\$2,920
AUDITORIUM COOR.	\$561
AV/ TV SPECIALIST	\$561
COMPUTER CLUB (ELEM)	\$901
COMPUTER CLUB (SEC)	\$901
MENTATHLON COORDINATOR	\$446
MENTATHLON QUICK RECALL	\$446
MENTATHLON DRAMA COACH	\$446
LANDMARK BOOK	\$901
JAZZ BAND	\$901
SUBSITUTE DISPATCH	\$1,442
ATHELETIC DIRECTOR	\$3,401
SPECIAL ED COOR.	\$2,500
SCIENCE COOR.	\$1,107
CHAPERONES (NON-ATHLETIC)	
SCHOOL DAY (BEFORE 8A.M.-3P.M.)	21.29
NON-SCHOOL DAYS (ALL HOURS)	28.90

SCHEDULE "C " ATHLETICS

	<u>1997-1998</u>
VARSITY BASKETBALL	\$3,686
VARSITY BASEBALL	\$3,401
VARSITY GOLF	\$2,176
VARSITY X-COUNTRY	\$2,176
VARSITY VOLLEYBALL	\$3,353
VARSITY TRACK	\$2,176
J.V. BASKETBALL	\$3,119
J.V. VOLLEYBALL	\$2,835
J.V. BASEBALL	\$2,835
JUNIOR HIGH BASEBALL	\$1,559
JUNIOR HIGH VOLLEYBALL	\$1,559
JUNIOR HIGH BASKETBALL - BOYS	\$1,702
JUNIOR HIGH BASKETBALL - GIRLS	\$1,702
JUNIOR HIGH SOCCER	\$1,488
JUNIOR HIGH SOFTBALL	\$1,559
JUNIOR HIGH X-COUNTRY	\$1,559
JUNIOR HIGH TRACK	\$1,488
JUNIOR HIGH FIELD HOCKEY	\$1,488
CHEERLEADING	\$2,022
INTRAMURAL (3 SEASONS)	\$2,176
ATHLETIC DIRECTOR	\$3,401
<u>CLOCK KEEPER AND CHAPERONE</u>	
ONE GAME PER NIGHT	\$55
TWO GAMES PER NIGHT	\$85