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AGREEMENT

Between

The SEWANHAKA
CENTRAL HIGH SCHOOL DISTRICT
of
ELMONT, FLORAL PARK, FRANKLIN SQUARE
and NEW HYDE PARK

and

THE SEWANHAKA FEDERATION OF TEACHERS

July 1, 2009 – June 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

APR 06 2010

ADMINISTRATION

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PREAMBLE

AGREEMENT made between the Sewanhaka Central High School District of Elmont, Floral Park, Franklin Square, and New Hyde Park (hereinafter called "the District") and the Sewanhaka Federation of Teachers (hereinafter called "the Federation").

The SFT and the District recognize the importance of continuing to provide quality education aimed at maximizing the learning potential of the students. To that end, the SFT and the District commit to strive for excellence in teaching and in administration of education by continuing to strive for proper performance and appropriate support. Therefore, the aim of this collective bargaining agreement is to set forth terms and conditions of employment which will facilitate achievement of that goal.

Whereas it is the purpose and policy of both the District and the Federation to encourage and maintain effective and harmonious relationships between the District and the members of its professional staff, and to assure each student the fullest educational opportunities in keeping with his or her own individual potentials and capacities, the following terms and conditions of employment are hereby agreed upon between the District and the Federation:

ARTICLE I DURATION OF AGREEMENT

This Agreement shall be effective as of and retroactive to July 1, 2009, and shall continue in force and effect through June 30, 2012.

ARTICLE II RECOGNITION AND NO-STRIKE PLEDGE

A. Recognition: The Federation, having been selected by a majority of teachers in an appropriate unit, is hereby recognized as the exclusive collective negotiating agent for all members of the professional staff as defined in paragraph B below, including the summer school professional staff.

B. Professional Staff: For purposes of the Agreement, the professional staff shall consist of all certified teaching personnel, excluding all department chairpersons, district coordinators and other supervisory and administrative personnel not on the "Regular Teachers' Salary Schedule."

C. No-Strike Pledge: So long as the Federation is the exclusive negotiating agent as aforesaid, the Federation agrees to comply with the provisions of the Public Employees' Fair Employment Law, prohibiting strikes, as said Law is now in effect or may be hereafter amended.

ARTICLE III
FEDERATION RIGHTS

A. Meetings with Superintendent of Schools: Upon request of the Federation the Superintendent shall meet with Federation representatives monthly during the school year (September through June). The Superintendent shall advise the Federation of any new major revision of educational policy, which is under serious consideration, and shall give the Federation an opportunity to discuss the matter. This provision shall in no way limit or restrict any rights or remedies the Federation may have under Law.

B. Meetings with Board of Education: The Board will meet with Federation representatives periodically. At these meetings the Federation may bring to the attention of the Board existing problems and concerns. A proposed agenda of such will be prepared by the Federation and submitted to the Superintendent ten (10) days prior to the meeting with the Board.

C. District-Wide and Faculty Meetings: The Federation shall be entitled to have one staff member representing the membership on the platform during all staff District-wide meetings and shall also be entitled to have one staff member represent the staff at faculty meetings. Selection of these staff members shall be the exclusive prerogative of the elected officials of the Federation.

D. Teacher Committees: Existing or future staff relations committees or principal advisory committees or equivalent may not function in a manner intended to subvert the purposes of this Agreement or the rights of the Federation.

E. Federation Days: The District shall provide the Federation with a total of 20 days during each year of the contract without loss of pay for Federation business. In the event days beyond 20 are requested, such requests will be considered so long as the SFT reimburses the daily rate of pay of the staff member involved.

F. Dues Check-Off and Agency Fee: So long as the Federation is the lawful, exclusive, collective negotiating agent of the professional staff, as defined in Article II above, the District shall deduct Federation dues from the bi-weekly check of members of the Federation who submit dues check-off authorizations in writing to the District. The amount of dues to be deducted is to be determined by the Federation in accordance with written memoranda thereof to be filed by the Federation with the District. The Federation shall be permitted to make dues check-off cards available through the schools. Any teacher may rescind such authorization by written notice to the Federation and the Superintendent of Schools. For new Federation members the District shall deduct appropriate amounts of dues upon notice from Federation.

Every member of the bargaining unit who is not a member of the Federation shall, within 60 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Federation an Agency Fee. Such fee shall be certified to the District by SFT and shall be consistent with requirements of law. The Federation shall forward to the District a list of non-members and the sum of money to be deducted from each teacher's paycheck for the Agency Fee. Said amount shall be deducted from each teacher's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of members of the Federation. Not later than 30 days after receipt of a list of non-members, the District shall forward said amount to the Federation.

G. Mail Boxes: Mail boxes shall be available to the Federation without censorship. Copies of boxed material shall be sent to the Superintendent at the time of boxing. Material to be boxed may be delivered to the Central Office for distribution in each of the buildings, only signed or otherwise authenticated (as to source) materials are to be placed in teachers' mailboxes.

H. Bulletin Board Space: Space on one (1) bulletin board shall be reserved in the main office of each building for use by the Federation for the purpose of posting informational material for the staff. The size and location of the space is to be determined in consultation with the building principal.

I. Policy Manual: The District will provide the Federation with an updated District Policy Manual and with regular updates as the policies are amended or created by Board action.

J. Appointment Letter: A copy of the appointment letter of all new members of the bargaining unit shall be sent to the Federation within two weeks of their being hired. This letter shall include the name, address, and school assignment of the newly appointed member.

K. Sick Bank Report: In addition to information presently given, an annual account of the use of the sick bank, including the number of days used and the reason for which the days were given, will be provided to the Federation.

L. Assignment of Officers and Building Representatives:

1. The daily schedule of the President of the SFT shall be three teaching assignments, one administrative duty, one preparation period, one productivity period and one lunch period. Teaching assignments shall be scheduled prior to period five (5) and there shall be no assignment after period seven (7).
2. The SFT officers and building representatives (no more than 20 in number) shall not be required to perform functions during the productivity period other than substitution for absent teachers. This does not preclude individuals from offering such services as they personally elect to perform.

M. Scheduling of Federation Officers: The District shall continue the current and past practice of not scheduling the four (4) Federation Officers for assignment during the last period of their day.

N. Legislation/Negotiation of New Items: If legislation permits the District to negotiate items that were previously prohibited or contrary to law, then the parties shall enter into discussion concerning the inclusion of same into the contract, at the request of the Federation.

ARTICLE IV
WAGES AND OTHER FINANCIAL BENEFITS

A. Wages: The Salary of the professional staff, effective and retroactive to July 1, 2009, shall be in accordance with Schedules A, A1, and A2, annexed hereto.

B. Other Financial Benefits: Other financial benefits and schedules effective and retroactive to July 1, 2009, except where noted, shall be as set forth in Schedules B, B1, B2, B3, and B4 annexed hereto.

C. Credit Union: Upon the request of any member of the professional staff, the District shall deduct the requested amount from the individual's pay and deposit same in the Nassau Educators Federal Credit Union.

D. 403b & 457 Accounts: 403b (Tax Shelter Annuities) and 457 (New York State Deferred Compensation) accounts shall be made available to teachers through payroll deduction.

E. Payroll: The District will pay each teacher on a bi-weekly basis and provide the option of having paychecks electronically deposited into a financial institution of their choice.

The District may, following 60 calendar days' notice to the Federation, implement at the start of a fiscal or school year a semi-monthly (on the 15th and last day of the month; if either is a weekend or bank holiday then payment will be made on the calendar day before) payroll system.

The District will provide each teacher with an annual calendar summary of all payroll deductions as of December 31 on or by the following January 31 of each school year.

F. Mileage: The District shall provide mileage reimbursement at the rate in effect as established by the IRS.

G. Personal Property Loss: The District shall pay claims for losses sustained by teachers to personal property which was brought to school for use in instructional programs and which was officially logged in at the building main office. Each claim shall be considered on its own individual merits and judged in terms of degree of loss. Reimbursement for loss shall not exceed \$200 per item.

H. Optical Insurance: The District shall pay the cost of an optical insurance plan, agreed to by the parties, for members and their eligible dependents.

I. Health Insurance: The District shall pay the cost of the Group Health Insurance of full-time members of the professional staff at the rate of 85/85 for either individual or family coverage effective July 1, 2009 through June 30, 2012. Health insurance paid for by the District shall be the cost of the EMPIRE PLAN Core Plus Enhancements. The District shall continue hospitalization and major medical coverage under the EMPIRE PLAN Core Plus Enhancements except when the teacher elects another plan. Any additional cost for a more expensive plan, during the life of this contract, shall be paid for by the individual covered.

Health Insurance Opt-Out Plan: Any teacher may elect to withdraw from the District provided health insurance plan. Should there be a life change, the member may enroll in either the individual or family health plan. Members of the unit who withdraw from the District's health insurance plan shall receive 50% of the premium being paid by the District. Such payment shall be through payroll.

For each year of this agreement, teachers who wish to withdraw from the District's health insurance plan must notify the District in writing by August 1 for the opt-out to be effective September 1 of that year.

J. Health Insurance Retirees:

- a. The District shall pay 75% of the premium for retirees coverage for health insurance and 50% of the premium for eligible dependent coverage for health insurance under the present plan for members of the professional staff and their eligible dependents who retired between September 1, 2006 and June 30, 2009. Members who retired or retire on or after July 1, 2009 shall also be covered by the 75/50 plan provided that they have completed (20) years of service to the District as of the date of retirement. These rates shall continue without change for the life of the retiree and/or eligible dependents, for those who retire during the life of this contract.
- b. The District shall pay 65% of the premium for retirees coverage for health insurance and 45% of the premium for eligible dependent coverage for health insurance under the present plan for members of the professional staff and their eligible dependents who retired prior to September 1, 2006, or who retired or retire on or after July 1, 2009 and have completed at least five (5), but fewer than twenty (20), years of service to the District as of the date of retirement. These rates shall continue without change for the life of the retiree and/or eligible dependents, for those who retire during the life of this contract.
- c. The District will reimburse retirees insured under the EMPIRE PLAN the Medicare-Part B premium deducted from their Social Security check.

K. Dental Insurance: The District shall pay the cost of maintaining a participating provider option dental plan which includes orthodontia for full-time members of the professional staff and their dependents for the term of the contract: July 1, 2009 through June 30, 2012. There shall be an annual cap of dental benefits paid of \$2,000 for Individual Plan coverage and \$4,000 per calendar year for Family Plan coverage. Effective January 1, 2004 unmarried dependent children shall be covered on the same basis as the Empire Health Insurance Plan.

- L. Sick Leave Conversion: Any employee who has served as a certified teacher in the district for twenty (20) years or more shall have the option of converting at the rate of one two-hundredth of the current year's salary of the teacher his/her accumulated sick leave up to a maximum of: 252 days in 2009-2010, 256 days in 2010-2011 and 260 days in 2011-2012 into additional salary over the next one, two or three years, as he/she may desire for services rendered during those years at the rate of one day for each four days of accumulated sick leave, spread equally over the number of years selected. Fractions of days shall be counted for purposes of calculating the value of the accumulated sick day payment to the nearest quarter day. During those years the employee shall continue to accrue sick leave, but the exercise of this option shall eliminate any accrued sick leave in excess of 252 days in 2009-2010, 256 days in 2010-2011 and 260 days in 2011-2012 that may have been accrued as of the time of such exercise of such option. Sick leave accumulated in the year of conversion may not be converted until February 1st.

The School District in its discretion may in recognition of good and faithful service reduce or waive the number of years of service required in order to exercise the above noted option.

Exercise of the above option shall thereafter preclude the use of the extended sick leave pool (Article IX, Section C) by the employee who exercises such option.

M. In-Service Death Benefit/Unused Sick Leave: The District shall pay the beneficiary of an employee who has died while employed full time in the District and who was eligible for retirement at the time of death, based upon the unused sick leave at the rate of one day for every four days so accumulated.

N. Section 125 Plan: A full-range plan of Internal Revenue Code Section 125 benefits shall be made available to all members of the bargaining unit on a voluntary basis.

ARTICLE V HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Hours, Teaching Loads and Assignments:

1. The length of the teacher's day shall be seven (7) hours.
2. Part-time teachers have a pro rata responsibility to perform professional obligations of full-time teachers.
3. The teaching work week five (5) days shall consist of the following:
 - a. Teaching Periods: No more than twenty-five (25) teaching periods per week with no more than five (5) per day. Teaching periods shall not exceed forty-three (43) minutes except for one (1) period a day which shall not exceed forty-four (44) minutes. A laboratory class shall be considered a teaching period. In order for science teachers to cover their own laboratory sections, teachers may be assigned an alternative 6 period/4 period schedule. The District will attempt to avoid assigning productivity coverages on days on which science teachers are teaching six periods.

Except as set forth in Article V (A)(3)(d), whenever the District shall find it necessary to solicit volunteers to temporarily teach a sixth class, the following procedures shall be observed:

1. All qualified and appropriately certified teachers within the department in which the extra class(es) exist(s) shall be notified of the opportunity to teach a sixth class and shall have the opportunity to request the assignment.
2. The extra class shall be assigned, by the Superintendent of Schools upon the recommendation of the building principal, to the most senior member of the department requesting it and has received an at least satisfactory end of the year evaluation from the prior year.
3. The assumption of a sixth teaching class shall be voluntary. No pressure or coercion of any kind shall be applied by the administration to persuade a teacher to accept a sixth class.
4. Whenever a teacher agrees to accept a sixth class, he/she shall receive compensation of an additional one-fifth (20%) of his/her base salary pro-rated for the time worked in the assignment.

b. Administrative Duties: No more than five (5) administrative duty periods, one (1) per day; except if a teacher has less than five (5) teaching periods in a day due to a lack of classes to fill the normal full teaching schedule, then that teacher may be assigned one additional administrative duty period that day, unless that teacher is otherwise permitted to teach less than five (5) periods a day. Administrative duty periods shall be the same length as teaching periods. Administrative duties are limited to the supervision of students or of areas of the school building and grounds into which students might go, but shall not involve the instruction of students either individually or as a group, nor shall they include tasks, which are clerical in nature exclusive of productivity assignment duties. It is the nature of any administrative duty that it may be performed by any member of the professional staff.

1. The following teachers do not have a daily administrative duty: Student Activities Director, Senior Class Advisor and Senior High Science Research teachers. The following teachers will have an administrative duty only on alternate days: teachers who serve as part of a junior high teaming system and Junior High Science Research teachers. Librarians, Family & Consumer Science and Talented & Gifted teachers will be assigned to a daily administrative duty.

2. There shall be equitable distribution of administrative assignments. No teacher shall have the same administrative duties for both terms in the same year unless requested by the teacher, in writing, and approved by the building principal.

3. Teacher attendance in study hall shall be at the ratio of two (2) teachers for every one hundred-thirty five (135) students. If student attendance exceeds an average of 120 students, during morning cafeteria study hall, a security aide will be assigned.

4. Teachers assigned to junior high cafeteria duty shall be paid a stipend of \$600 per semester. Sewanhaka High School cafeteria duty will be considered a junior high cafeteria duty. Volunteers will be given a preference for this duty.

5. Advanced Placement Teachers Relief - First time Advanced Placement teachers shall be relieved of an administrative duty.

c. Five (5) lunch periods of not less than forty-three (43) minutes each, one (1) per day.

d. Five prep periods of not less than forty-three (43) minutes, one per day.

However, technical-vocational program combinations that have been traditionally scheduled for 6 periods, may require 6 period schedules for teachers, plus one productivity period of 43 minutes, plus one lunch period of not less than 43 minutes per day, plus one prep period of not less than 43 minutes per day, but in no event shall the average number of classes taught by teachers in the vocational-technical, industrial arts department at Sewanhaka H.S. exceed 5.46 classes, and a reasonable effort will be made to reduce this average.

Those vocational-technical programs, which have traditionally been taught in 5 periods per day, shall remain 5 periods, as in an academic program.

e. Absent Teacher Coverage: No more than five (5) professional duty periods not to exceed forty-four (44) minutes each, shall be utilized to cover the absences of teachers (other than those who have been or will be absent for six or more consecutive days), the duties of teacher aides (cafeteria aides will be retained), to provide extra help to pupils, to work on curriculum and teaching materials and to be available for department meetings. The District shall provide paid substitute coverage in the case of an individual who notifies the personnel office that he/she will be unable to report for work during the school year for a period of ten (10) or more days on an intermittent basis as related to a single illness.

f. Paid Productivity Coverage will be indicated as such on Productivity notices and postings.

g. Coverage for the Nurse will be a paid productivity coverage.

Teachers shall not be required to cover the absence of other teachers in any circumstances in which substitutes were not hired prior to July 1, 1976, except that teachers may be required to cover the absence of foreign language/ESL teachers for the purpose of administering oral exams. Teachers shall not be required to cover more than one (1) period per day as a substitute. Productivity assignments shall involve teachers directly with students whenever possible. Clerical work shall not be assigned. The District will post notice of the daily productivity schedule prior to the beginning of the first period of instruction each day.

h. Deans: Where a teacher assumes a Dean position, the teacher's daily schedule shall consist of three teaching periods, one prep period, one lunch period and four administrative duty periods to be determined by the Building Principal. Coverage for Deans will be treated as a paid productivity coverage.

The following rules will govern the assignment of productivity coverage:

1. Teachers who work in more than one building on alternate days of the cycle shall do productivity in each building proportionate to the number of days in the cycle they are assigned to each building.
2. Productivity coverage shall not be assigned during a teacher's scheduled lunch period except in the case of an emergency as deemed by the building principal, or unless a teacher has more than one available period in which to eat lunch, agrees to provide coverage on a voluntary basis, and does so by signing up, at the beginning of each semester, on a form to be prepared by the District and provided by each building.
3. Teachers will receive one (1) productivity coverage credit when asked to perform language translations at meetings that exceed ten minutes in duration.
4. Coverage for the nurse will be by a nurse substitute or, in emergency situations, by a teacher with first aid training.
5. Substitute teachers will be in the productivity pool and the teacher the substitute is replacing will receive the productivity credit.
6. An attempt will be made to program the computer not to assign productivity coverage to a teacher on the first day back after a prolonged illness.
7. Productivity coverage from the teacher pool shall not be used in the following instances:
 - a. to cover for the absence of chairpersons;
 - b. to cover for absence due to National Guard and/or Reserve Duty;
 - c. to cover for the absence of a substitute teacher;
 - d. to cover for a teacher supervising a field trip unless that field trip is educationally sound and related to the curriculum of the class going on the field trip.
8. No teacher shall be required to perform more than 39 coverages without payment during a school year. Non-classroom teachers shall not be required to perform coverages in the productivity arrangements. The District shall solicit teacher volunteers for paid productivity coverages.
9. Credit for Substitution for Counselors: Staff members who substitute for an absent counselor can receive one substitution credit per day for necessary work which is performed in addition to the substitute's own assignment for the day. The determination of necessary work is the responsibility of the building principal.

Necessary Work in Excess: During long-term absence of counselors, there is a significant amount of necessary work which cannot be accomplished under the above guidelines. To meet these needs, building principals may utilize the following techniques which are listed in preferential order:

- a. Employment of a substitute counselor.
- b. Employment of paid internal substitutes both from the guidance staff and from the staff at large.
- c. Teachers not in the physical education department who cover intramural activities shall have this assignment in lieu of an administrative duty. In the event, however, an insufficient number of teachers volunteer, members of the physical education department shall cover intramurals in lieu of a teaching period.
- d. There shall be no more than three (3) consecutive teaching assignments except for teachers of subjects normally programmed for double periods, and except for coverage of absent teachers.
- e. There shall be no more than four (4) consecutive working assignments, including three (3) teaching assignments and one (1) administrative assignment, except for coverage of absent teachers. (For purposes of this provision, a homeroom is not considered to be an administrative assignment.)

The District shall make a reasonable effort to schedule teachers programs in such a manner that productivity will not result in a teacher having more than five (5) consecutive working periods. (Working periods shall mean class, duty and productivity assignments.)

- f. Unless a teacher specifically requests or voluntarily agrees otherwise, where practicable, a teacher shall not be required to teach during any one (1) academic year, nor any one (1) time, more than two (2) of the following academic areas nor more than three (3) teaching preparations within the two (2) said academic areas:
 1. Mathematics
 2. English
 3. Social Studies
 4. Science
- g. Whenever possible, teachers of foreign language shall not be required to teach during any one academic year, nor at any other time, more than four (4) teaching preparations. In addition, in those cases in which a foreign language teacher may be assigned five preparations, the teacher will not be assigned a duty.
- h. Where practicable, teachers shall not be assigned outside the scope of their teaching certificates. Should any teacher be assigned outside the scope of his/her certificate, such assignment will be made in compliance with the regulations of the State Education Law.
- i. Teachers shall have the right to discuss change of assignment with the building principal. As soon as possible, but not later than June 15th, teachers shall be notified in writing of their tentative program for the following year, including the schools to which they will be assigned,

the subject and grades that they will teach and any special or unusual classes that they will have. Should any changes occur subsequent to such notification, those teachers affected thereby will be notified in writing not later than August 15th where possible. Unless requested by the teacher and agreed to by the District, the scheduled classes assigned shall not be changed except at the semester break and teachers shall receive at least two weeks notification of said change.

- j. Involuntary building transfers and split schedules: Split schedules shall be made on the basis of the least senior teacher first, based on District seniority within the building unless the building principal can demonstrate that such split shall be detrimental to the program. SFT officers and building representatives shall not be placed on a split schedule.

The District may transfer one teacher per building per year. The District shall not involuntarily transfer any teacher other than the least senior teachers more than once every five years. SFT officers and building representatives shall not be transferred.

B. After School Meetings: Up to twelve (12) faculty meetings may be called by the administration during the course of each school year. Two of these meetings may be District meetings and they will start no later than 3:15p.m. The remaining ten (10) meetings shall take place immediately after the teacher school day. Part of each meeting may be for the purpose of discussing administrative matters and part for educational discussions. The meetings shall be held on Mondays, or the following school day in case of a Monday closing. The meetings shall take place immediately after the teacher school day, and be scheduled for no more than one hour in duration. It is understood, however, that those who wish to remain beyond such time may do so. Except in unusual circumstances there will be one week's notification of said meeting with a published agenda.

C. Teacher Aides: There shall be a minimum of one (1) teacher aide per building dedicated to the science department as a lab aide.

D. Preparation Period: There shall be one (1) preparation period per day. No member of the professional staff shall be scheduled for a split preparation period. The length of the preparation period shall be no less than the length of a regularly scheduled class period of forty-three (43) minutes duration.

E. Teacher Facilities: The District shall continue to make available in each building a minimum of one (1) room which shall be reserved for use as a faculty lounge. These lounges shall be maintained in an attractive and comfortable manner and, in connection therewith, the District shall set aside appropriate funds to be allocated on the basis of building needs.

F. Class Size: There shall be an equitable distribution of class load. No academic class shall have in excess of thirty-two (32) students, after the 4th week of each semester, nor shall any academic classroom teacher have a daily class load total in excess of one hundred-fifty (150) students. An effort will be made not to schedule students in science laboratories, Art, Technology, and Family and Consumer Science classes in numbers exceeding the number of workstations. No Career and Vocational Education class will have more than 24 students. In any event, no Family

Consumer Science class having a laboratory component shall have in excess of twenty-six (26) students. No Art class shall have in excess of twenty-six (26) students, except that no eighth-grade Art class shall have in excess of twenty-eight (28) students. No senior high school Technology course shall have in excess of twenty-six (26) students. No Junior High School technology class shall have excess of 30 students. With the exception of Art, Technology, and Family and Consumer Science classes in those instances where there is only one class section of a course in a building in a year, the number of students shall not exceed thirty-four (34). In no event shall the total number of students per teacher exceed one hundred-fifty (150).

Family Consumer Science, Technology, and Art teachers shall not be assigned to teach classes outside of their certification areas.

The current range of counselors to students shall be maintained and within such range there shall be an equitable distribution of students to counselors. It is understood that vocational guidance counselors shall carry a lesser load.

Where scheduling makes it feasible, the District will adhere to the recommendation of the ad hoc committee that physical education classes be no more than fifty (50) students in number.

Physical education classes shall be held on alternate days in all schools.

The District recognizes their responsibility to provide coverage of locker room facilities when students are using these facilities and will provide coverage.

Health education classes will be taught on a full-semester course basis.

G. Mainstreaming of Special Education Students- Students with disabilities shall be educated with non-disabled students where appropriate to the maximum extent possible. Individual teachers shall not have more than 20% special education students mainstreamed into any one particular class. Mainstreamed students shall be distributed among teachers in an equitable manner.

Educational Testing- A special education teacher will be provided with two full consecutive periods to administer educational evaluations with a maximum of three (3) such tests per teacher, per year. Additional time to administer each test shall be given, should a student require same. An educational evaluator will write-up the educational evaluations. Productivity coverage will be given for those classes that must be covered for testing purposes.

H. Master Schedules: Three (3) complete copies of the master schedules for each of the buildings in this District are to be provided to the President of the Federation no later than October 15th and March 1st of each school year. There shall be no deviation from the master schedule without prior authorization from the Superintendent of Schools. In the event of a change (or changes), it (they) is (are) to be submitted, in writing, to the Federation.

I. Job Security - Tenure:

1. No member of the professional staff tenured as of September 10, 1982 shall, during the life of this contract, be discharged, excessed, suspended, or furloughed for any reason other than pursuant to Sections 3013 and 3020a of the Education Law. Members of the professional staff, who become tenured after September 10, 1982, shall be covered by this provision beginning one year after they have become tenured.

Effective July 1, 1995, job security will be awarded on the anniversary of the hiring date after 8 full years of continuous actual service in the District, provided, however, that anyone hired on or before August 31, 1991 shall be covered by the pre-existing job security provision. An approved leave of absence shall not count toward the 8 years and shall not constitute an interruption in service.

2. An effort will be made in the cases of non-tenured members of the professional staff whose jobs may be in jeopardy as a result of a decrease in positions, and who have served satisfactorily for at least a year, to retain their services in areas in which they are certificated, to the extent possible, by assignment to vacancies caused by leaves of absence, sabbaticals, resignations and retirements.

3. If a tenured member of the professional staff is discharged, excused, suspended or furloughed for any reason other than pursuant to Section 3013 and 3020a of the Education Law, at any time during the life of this contract or if any provision of Article V, I-1 hereof is otherwise violated for any reason or for any reason is rendered or held to be unenforceable or against public policy, then in any or all of these events, the terms and conditions of employment of the professional staff as set forth in Article V, Section A, hereof shall thereupon become inoperative, and the terms and conditions of employment in existence in 1975-76 which were changed by Article V, Section A, shall thereupon be reinstated and the professional staff shall, upon written notice by the Federation to the District, forthwith return to and comply with their terms and conditions of employment in existence during the 1975-76 school year.

4. The parties agree that it is of the very essence of the agreement changing the terms and conditions of employment as set forth in Article V, Section A that Article V, I-1 not be violated in any way nor any prohibition put on its enforceability since the number of tenured professional staff available, their experiences and background, is a factor inextricably intertwined with said changes in terms and conditions of employment, but said change would not have been agreed to nor put into effect but for the agreement as to and continuing adherence to Article V, I-1 and the understanding that the professional staff's continuing compliance with Article V, Section A is conditioned upon the school district's continuing compliance with Article V, I-1, each being conditioned on the other.

J. Disciplinary Action: When a principal has reason to believe that a conference with a teacher will result in a written record, the Federation is to be informed of the conference and the teacher is to be informed of his/her right to have representation by the Federation. The above shall not apply to the routine conference which follows individual observations unless such a conference will result in disciplinary action.

K. Graduation: Teacher attendance at graduation exercises shall be on a voluntary basis. The parties agree, however, that in such cases where the available number of volunteers is less than the number needed to perform the established essential duties, the administration may appoint teachers to perform such duties on a rotating schedule. In all instances where teachers are appointed, the administration shall insure that all teachers have attended exercises at least once before any teacher is appointed to serve twice.

The number of teachers attending graduation ceremonies shall not exceed past practice.

Teacher volunteers and/or appointees attending graduation ceremonies shall be given compensatory time, as established by past practice, during the week immediately preceding the day of graduation.

L. Non-Discrimination: The District and its administrative personnel shall not discriminate against any member of the negotiating unit on the basis of race, religion, creed, color, national origin, sex, sexual preference, marital status, age, membership or participation in or association with the activities of any employee association.

M. Personnel File: Teachers will be permitted to review the contents of their personnel file folder upon making an appointment during the regular business hours and copies of materials contained in the folder will be provided on request.

Any classroom observations and evaluations placed in the teacher's file shall be signed, solely for the purpose of indicating that he/she has read the document. A teacher shall be notified of any material of a nature that may be used for disciplinary purposes at the time it is placed in his/her file. A copy of said material shall be given to the teacher. A teacher shall have the right to have his/her written response attached to any items placed in the teacher's file, provided that the response is submitted to the District within 45 calendar days, excluding the summer recess period, from the date on which the material is given to the teacher.

N. Teacher Observation Procedure: Classroom observations shall be one period in length and may either be announced or unannounced at the discretion of the supervisor. Conferences related to the observation are to be held during the teacher's workday.

PRE-OBSERVATION:

1. **ANNOUNCED** - Within 2 days prior to an announced observation, the supervisor may meet with the teacher for the purpose of reviewing the lesson plan and/or the instructional planning report for the lesson.
2. **UNANNOUNCED** – The teacher will present the supervisor with the instructional planning report within 2 school days of the lesson.

POST-OBSERVATION:

1. **ANNOUNCED AND UNANNOUNCED** – The supervisor will meet with the teacher within 3 school days of the observation. At the time of the post-observation conference the supervisor may either present a draft of the observation report or discuss the observation with the teacher based upon the notes taken during the lesson.
2. **FINAL WRITTEN OBSERVATION REPORT** – A written observation report is to be submitted to the teacher within 5 school days of the post-observation conference. The report may reflect information discussed in the post-observation conference as well as what was observed in the classroom visitation. The teacher may write a rebuttal to be appended to the supervisor's report.

EVALUATION TIME-LINE AND RESPONSE

1. Teachers shall receive their end of the year evaluation no later than June 15th.
2. The teacher shall have the right to append a rebuttal to the year end evaluation.

O. Non-Classroom Teachers: Non-classroom teaching personnel shall work the same calendar year that is required of all regular classroom teachers.

P. Pay For Work Beyond Calendar Year: Where a unit member is requested to and voluntarily accepts work beyond the school calendar year, he/she shall be compensated at the per diem rate of 1/200th of his/her annual salary for each additional day worked. This includes any guidance counselor who works during the Christmas break.

Q. Split Teachers Relief: Teachers with multi-building assignments shall be relieved from administrative duty.

R. During the January and June testing schedules, committee grading assignments shall be credited as a proctoring assignment.

ARTICLE VI POLICY

A. District Prerogatives: The establishment of policy is the prerogative of the District of Education. However, except as otherwise provided for in Paragraph H of this Article, this Agreement shall supersede any new or existing policies, rules, regulations, or practices of the District or District which shall be contrary to or inconsistent with the terms of this Agreement. Neither party shall for the duration of this Agreement, be required to discuss or agree to any modification of the terms and conditions contained herein. In the event that the parties, by mutual consent, agree to the alteration or modification of, or addition to or deletion from, the terms and conditions hereof during the duration of the Agreement, such alteration, modification, addition or deletion shall be in writing annexed hereto, and signed by the parties.

B. Effectuation of Policy: All policy shall be effected on a consistent basis throughout the District.

C. Individual Arrangements: Any individual agreement or contract hereafter executed during the term of this Agreement between the District and an individual teacher shall be subject to and consistent with the terms of this Agreement.

D. Posting of Vacancies: The District before acting to fill a new or vacant administrative position, will post a notice indicating the nature and requirements of the position. Such notice will be posted in all the District's schools.

E. Legal Counsel: The Board shall provide legal counsel to the teachers as required by law.

F. Conflict with Statutes and Law: In the event any provision hereof is in conflict with law or any statute now or hereafter in effect, the law or statute shall prevail, but the balance of the contract shall remain in full force and effect. In the event of such conflict the parties shall negotiate a substitute provision to replace an eliminated benefit and/or loss of salary.

G. Legislation Affecting Benefits: If any wage or fringe benefit increase provided for herein, or any portion thereof, may not be implemented because of applicable legislation, Executive Order of the President of the United States, wage and price stabilization regulations, etc., such increase, or portion thereof, shall become effective at such time, in such amounts, and for such periods retroactively and prospectively as will be permitted by law during the life of this Agreement and any extension thereof.

H. Side Agreements: It is understood that side agreements not attached for inclusion in the contract are not considered as without meaning, but in cases when the Federation may seek to enforce the same, each case would continue to be judged on its own individual merits.

I. Provisions Requiring Legislative Action: Any provision of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

J. Hiring Committees: A teacher appointed by the Federation shall be included on each hiring committee established to interview candidates for Building Administrators and Supervisors. In the event that the Federation cannot implement this appointment in a timely fashion and after receiving due notice, the absence of such appointee shall not void the action of the committee.

ARTICLE VII CALENDAR

The school year shall consist of 183 instructional days and 1 staff development day.

The District may schedule one school parent conference meeting during the fall and one during the spring of the school year. The District, prior to reaching a decision as to the construction of the calendar, shall consult with the Federation in connection therewith. Final decision as to the construction of the calendar shall remain with the Board of Education.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Copies of this Agreement shall be reproduced at the expense of the District and given to all teachers now or hereafter employed by the District within two (2) weeks after execution of the Agreement or, if employment occurs thereafter, within two (2) weeks after employment.

ARTICLE IX LEAVES

A. Personal Leave: Each member of the professional staff may be granted, without salary deduction, up to three (3) days of non-cumulative personal leave during the school year for such purpose as observance of funerals (other than as provided for in Paragraph D below), religious holidays, house closings, college registration or graduation, birth of child to wife, weddings, involuntary court appearances, and any other purposes deemed valid by the Superintendent and as provided for in Section B below. Notification for such leave must be submitted to the central office, on the prescribed form, five (5) days prior to the day of leave (except in cases of emergency or unforeseen circumstances).

No reason need be given for such leave unless such leave entails a day immediately preceding or succeeding a weekend, vacation or holiday period. Any teacher requesting personal leave shall be

notified of the disposition by the building principal. All such dispositions shall be reviewed by the Superintendent.

It is expected that requests for such leave will not entail, unless unavoidable, a day immediately preceding or succeeding a weekend, vacation or holiday period.

B. Sick Leave: Each member of the professional staff shall be permitted during the school year, without salary deduction, the following number of days of sick leave, depending upon the employee's scheduled months of service during the school year:

Ten (10) months service - Twelve (12) days

Eligibility for such leave shall not begin until the end of one (1) month's service in the District on a full-time basis, at which time the employee shall be credited with an advanced bank of twelve (12) days. A new employee who is absent because of illness before he/she has accumulated necessary sick leave days shall not have salary deducted until the last paycheck is prepared. If there are enough days accumulated to cover such earlier absence, there will be no deduction from salary.

Members of the professional staff who, from exposure to children in the District, become sick with mumps, measles, chicken pox, or German measles shall be granted sick leave for the duration of their illness without deduction from their sick leave allowance.

Members of the staff who may be pregnant and in jeopardy due to an outbreak of contagious disease(s) shall be granted sick leave until such time as they may return to work without jeopardizing their pregnancy or the fetus, without deduction from their sick leave allowance, if such leave is approved by the District Medical Examiner.

When a member of the professional staff is absent for a part of the work day due to illness, family illness, car trouble, traffic conditions or other events beyond his/her control, no deduction from accumulated sick or personal leave will be made if the lateness or early departure results in an absence of no more than one (1) work period requiring productivity coverage. One-half day will be deducted from accumulated sick or personal leave, as appropriate, when two (2) or more work periods requiring productivity coverage are missed. No more than one-half day will be deducted if the member of the professional staff works at least one (1) period of his/her schedule. As in the past, no deduction will be made for time missed because of inclement weather.

Members of the professional staff absent as the result of injuries on the job shall receive net credit for sick leave used to the extent that the District receives reimbursement through compensation or law suit.

Members of the professional staff injured in line of proper duty as a result of physical assault by a student or students, so that they are not able to perform their duties, shall be permitted to be absent without deduction from their sick leave allowance. The District may require examination by its Medical Examiner in such cases.

Absence due to serious illness in the immediate family (i.e., child, parent, husband, wife, sister, brother, mother-in-law, father-in-law, grandparents, or any permanent member of the teacher's household not otherwise specified herein), shall be charged on a day-for-day basis (not to exceed seven (7) days) to the employee's existing sick leave allowance. Should there be insufficient or no

accumulated sick leave, a maximum of two (2) days for illness in the immediate family may be charged with the approval of the Superintendent, to personal leave.

Unused sick leave shall be accumulated indefinitely.

Teachers who use no more than six (6) sick days in any one school year may “cash in” up to two (2) unused personal days each school year and roll one personal day into the teacher’s accumulated sick leave. Said payment to be made at the individual teacher’s per diem rate of pay. Such payments to be made not later than August 15th. Teachers who are employed less than a full year shall have their sick and personal leave banks prorated as follows:

<u>MONTH OF HIRE</u>	<u>SICK DAYS</u>	<u>PERSONAL DAYS</u>
SEPT (10)	12.0	3.0
OCT (9)	10.0	3.0
NOV (8)	8.0	3.0
DEC (7)	7.0	2.0
JAN (6)	6.0	2.0
FEB (5)	5.0	1.5
MAR (4)	4.0	1.0
APR (3)	3.0	0.5
MAY (2)	2.0	0.5
JUNE (1)	1.0	0.0

C. Extended Sick Leave Pool: A pool of 130 days per school year is hereby established as extended sick leave, without salary deduction, for members of the professional staff. Any member of the professional staff, who has expended his/her accumulated sick leave, shall be entitled to and receive extended sick leave, without salary deduction, not exceeding 20 days per school year from such pool upon meeting the following conditions. The District will not contribute to the sick bank during the life of the contract unless the total number of days in the bank falls below 1100.

1. The member of the professional staff has been employed full-time in the District for at least six (6) years.
2. There is presented to the District a certificate from a physician chosen by the Medical Inspector of the Sewanhaka Central High School District stating that the member of the professional staff, as a result of serious illness or disability, is unable to perform his/her normal duties for at least 30 (or 90, as applicable) calendar days, all or a part of which runs beyond the last day of his/her accumulated sick leave, the days beyond the expended accumulated sick leave being deemed the extended sick leave. Unused days from the sick bank are to be carried over to the subsequent year during the life of the contract.
3. Teachers using the 20 day extended sick leave pool shall not be required to repay the 20 days the first time they avail themselves to the bank. Those who use it a second time shall be required to repay 10 of 20 days. All additional usage shall require the teacher to repay all days.
4. In addition to the 20 days specified above, members of the professional staff with disability (as defined in 2 above) of at least 90 days shall be entitled to receive a one-

time additional allowance of up to 50 days (in addition to the 20 days per school year already provided).

D. Death in Immediate Family: Each member of the professional staff shall be allowed, during the school year, up to five (5) days of leave for each death in the immediate family. Immediate family shall include a child, parent, husband, wife, sister, brother, mother-in-law, father-in-law, grandparents, or any permanent member of the teacher's household not otherwise specified herein. Such leave shall be without salary deduction and shall not be deducted from the accumulated sick leave. Where the leave exceeds five (5) days, the excess (not exceeding two (2) days) shall be deducted from personal leave or, if no such personal leave is available, from accumulated sick leave.

E. Restoration of Health: Members of the professional staff, on tenure, may be granted by the Board, upon the recommendation of the Superintendent, a leave of absence without pay for purposes of restoration of health. Such leave shall not exceed one (1) school year in length and shall require certification by a school physician as to the necessity therefor. (A copy of such certification shall be forwarded to the Superintendent along with a letter of application for the leave.) Whenever possible, staff members, upon their return from such leave shall return to the building and position held prior to the leave.

F. Leave For Court Cases/Jury Duty: Any staff member who serves as a juror will receive his or her regular school salary during the period of actual jury service, provided that all per diem compensation received for such jury duty shall be remitted to the school district. If a teacher is called for jury duty more than once in three (3) years, the teacher shall authorize the District to seek a deferment. If required to attend jury duty, employees shall determine whether an "on call" system is available, and, if so, request that they be placed on it.

Any staff member who is duly subpoenaed to appear in court shall be entitled to full salary while so appearing. In such cases, the subpoena fee shall be paid over to the District.

G. Other Leaves: The Board of Education shall grant unpaid leave for up to one year to teachers for the following reasons:

1. Exchange programs
2. Fulbright scholarships
3. Childcare
4. Peace Corps
5. Union officerships at State or National levels
6. Unpaid leaves may also be granted for such other purposes as may be deemed to be in the best interests of the District as determined by the Superintendent and the Board of Education.

In order for a teacher to be eligible for such a leave he/she must have been in actual attendance for at least 340 out of the 368 days (excluding summer sessions). Extended absences of 4 weeks or more shall be deemed actual attendance for purposes of this paragraph. The Board may waive the attendance requirement upon the recommendation of the Superintendent. Furthermore, to be eligible, a teacher must request such leave at least 60 days prior to the commencement of the leave.

These leaves may be renewed by the Board of Education upon the recommendation of the Superintendent. Leaves shall be arranged so that they terminate at the beginning of a school year. Leaves shall be arranged so that they commence with the beginning of a school year, except for those related to maternity and disability.

H. Time for Summer Institutes: After the formal instruction program at the end of any school year has ceased, the Superintendent may authorize the departure of a teacher undertaking any study which is supported by any type of grant by state, federal or local government for accredited study at any accredited institution with full pay for released time so granted.

I. Convention Or Conference Leave: The Superintendent may grant, with reasonable limitations as to time and number of individuals, convention or conference leave when, in the Superintendent's discretion, such convention or conference attendance will contribute to the effectiveness of the instructional program. Application for such leave must be submitted, on the prescribed "Consolidated Leave" form, to the Building Principal to be forwarded to the Superintendent for approval. Expenses of attendance at such conventions or conferences will be paid by the District within the limitations of the amounts budgeted for such expenses. All requests, other than for Federations Days, must receive prior approval on MyLearningPlan.

J. Sabbatical Leave: Notwithstanding the following paragraphs, there shall be a moratorium on the granting of sabbaticals for the life of this contract. Subject to the limitations provided for herein, sabbatical leaves, at 75% of the base salary otherwise payable to the teachers during the period of the leave, shall be granted by the Board to members of the professional staff for reasons of health, or for purposes of study related to professional growth and development. A sabbatical leave for travel related to professional growth may be granted at 75% pay, provided the applicant submit an itinerary for approval of the Board. Final decision approval for reasons of travel shall rest solely with the Board.

Such leaves, when granted, shall be for a full school year (September through June), subject to the following conditions:

A teacher must have completed at least seven (7) years of continuous and satisfactory service in this District or one of its component school districts. (A second or subsequent leave may be granted, effective not earlier than seven (7) years after the date of expiration of the last preceding leave.)

Except in emergency situations at Board discretion, application for sabbatical leave shall be not later than the February 1st preceding the effective date of the leave sought. Such application must be submitted on the prescribed "Application for Sabbatical Leave" form, accompanied by the recommendation of the Superintendent. Where appropriate, the application shall outline a specific proposal of study or travel, or both, and shall indicate the extent and nature of the activity, arrangements made with colleges or places to be visited, and how such activities will enrich the background of the teacher and benefit the school system.

The total number of teachers granted such leave during the school year shall not exceed 2 ½% of the professional staff as defined in Article I above. If an excess number apply, the Board will give preference to those candidates who have presented a formal program of study, as opposed to those who have presented an informal program of travel for professional growth. If no more than 2 ½% of the unit members apply for sabbatical leave, all 2 ½% shall be granted the leave, provided they have met the requirements for such leave and have applied therefor in the contractually prescribed manner.

As condition of the grant, all applicants shall be required to agree, when making application, to resume service in this District and to continue in such service for at least one (1) year thereafter. (All sabbatical applications and sabbatical leave grants shall contain a statement of such condition).

Upon returning from sabbatical leave, teachers shall be given an opportunity which will permit students and faculty to receive the fullest enrichment from such travel and study.

Teachers on sabbatical leave shall be deemed in the employ of the District. The period of such leave shall count as regular employment in the District for all purposes. Such teachers shall not receive compensation in any employment for any period during which they shall otherwise have performed regular teaching services. (For the purpose of this provision, scholarship grants shall not be deemed compensation.)

A sabbatical leave once granted shall not be terminated except for violation by the teacher of the conditions of the leave or the regulations of the Board pertaining thereto.

Wherever possible, staff members, upon their return from sabbatical leave, shall return to the building and position held prior to the leave.

K. Troubled Employee Program - Statement of Purpose: Alcoholism, drug abuse, and mental illness are recognized by the parties to be treatable conditions. Without detracting from existing rights and obligations of the parties recognized in the other provisions of this Agreement, the District and the Federation agree to cooperate in encouraging employees affected with alcoholism, drug addiction and/or mental illness to undergo a coordinated treatment program directed to the objective of their rehabilitation.

L. District Referral Service: The District and the Federation shall cooperate in the establishment of a referral service for the purpose of directing a troubled employee to an appropriate agency for help, serving as liaison between the employee and the District and Federation, and making recommendations as called for in this procedure. The District Referral Service shall consist of a representative of the District, the Federation, and any other members mutually agreed upon.

Procedures:

1. When a change in an employee's job performance is noticed and when alcoholism, drug abuse, or mental illness is suspected, the following steps shall be taken:
 - a. The building principal and/or his/her designee shall discuss the problem with said employee and suggest that said employee avail himself/herself of the services of the District Referral Service. The employee shall be informed that the use of the District Referral Service is not mandatory; however, continued deficient performance on the part of the employee, may result in severe consequences. In addition, the employee shall be informed that neither the suggestion of nor the use of the District Referral Service in and of itself shall constitute reason for nor basis of reprisal, and that the use of the District Referral Service or the suggestion of the use of the District Referral Service shall be kept confidential with no record placed in the employee's personnel file.

An employee who chooses not to avail himself/herself of the District Referral Service but seeks assistance privately and reports this to the District Referral Service shall be covered by the procedures described herein.

b. Should the therapeutic program prescribed for said employee involve hospitalization and/or other rehabilitation requiring absence from work, the employee, upon recommendation of the District Referral Service, shall be granted:

1. Use of the teacher's own accumulated sick leave
 2. Use of SFT sick leave banks if applicable
 3. Should the therapeutic program prescribed for said employee involve hospitalization and or other rehabilitation requiring absence from work, the employee may request a leave of absence without pay as provided for in Article IX, Section G.
2. When an employee has privately enrolled in a therapeutic program without the intervention of the District Referral Service because of addiction and/or mental illness which requires hospitalization and/or rehabilitation away from the job, the employee shall have the use of the employee's accumulated sick leave, Rehabilitative Sick Bank, and leave of absence as described herein upon certification of need by an accepted alcohol or drug treatment center and/or a qualified therapist, and upon the recommendation of the District Referral Service.
3. The District will require periodic certification of an employee's ongoing participation in a therapeutic program while on sick leave. Failure to produce such certification shall result in the termination of said leave. The use of such leave shall not result in the loss of seniority except when leave without pay is utilized.

ARTICLE X SUMMER SCHOOL

Preference for assignment in the District's summer schools shall be given to full time members of the professional staff.

A summer school teacher may take a leave of absence without pay for one summer without the loss of seniority previously accumulated.

Summer school teachers will be permitted to use one sick day during the summer school assignments. Said sick day will be counted as one-half (1/2) day deduction from the member's sick leave accumulation.

Summer school rates of pay are set forth in item D of Schedule B.

ARTICLE XI GRIEVANCE PROCEDURE

To enable employees to have an available procedure for the determination of grievances, the following regulations are established.

1. **Definitions:**
As used herein the following terms shall have the following meanings:

a. "Employee" shall mean the Federation or any person or groups of persons employed as members of the professional staff by the District, other than as an independent contractor.

b. "Grievance" shall mean a claimed violation of the terms of this Agreement, or any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the Board of Education, the District or any department of either, which pertain to members of the professional staff; provided, however, that such term shall not include any matter, which, by law, is prohibited from being administered under this article.

c. "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who is normally assigned to exercise any immediate supervisory authority over the employee. In the event that the identity of the immediate supervisor be in question the identity shall be determined by the Building Principal.

d. "Days" - Saturdays, Sundays, legal holidays, vacation periods and recess days shall, be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except when the term "Calendar Days" is used.

2. Declaration of Basic Principle

a. Every employee of this District shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by the Federation at all stages of the grievance procedure.

b. In a case where the grievance shall be directed against one who is authorized to conduct the second stage, the Superintendent shall designate a substitute.

c. The written grievance statement hereafter required to be filed shall not be amended or changed at any time, except in respect to obvious errors and omissions.

d. The Building Principal in the first stage and the Superintendent in the second stage may designate a deputy to make a recommendation or determination. Such deputy shall have all the powers of the person designating him/her.

e. The appropriate representatives of the parties may, by mutual agreement, in writing, extend for stated periods of time any time limits provided for in this Article.

f. The purpose of the grievance procedure is to secure at the lowest possible administrative level equitable solutions to grievances, which may from time to time arise. At each of the first three stages of the grievance procedure the parties shall make an effort to informally resolve the grievance and there shall be a full exchange as to the parties' position and reasons.

3. First Stage

a. An employee who claims to have a grievance shall present the facts of his/her grievance and relief desired to his/her immediate supervisor, orally, within fifteen (15) days after the grievance occurs, with the object of resolving the matter informally.

b. The immediate supervisor shall discuss the grievance with the employee with the objective of arriving at a mutually agreeable solution. In addition, the supervisor may consult with such other employees and members of the staff as the supervisor deems appropriate.

c. Within three (3) days after presentation of the grievance to him/her, the immediate supervisor shall make a decision and orally communicate the decision and the reasons thereof to the employee presenting the grievance and to the Federation. If no decision shall have been made within said period, the first stage shall be deemed to have been waived.

4. Second Stage

a. If any employee presenting a grievance be not satisfied with the decision made by his/her immediate supervisor, or if the first stage shall be deemed to have been waived under "3c" hereof, he/she may within five (5) days of the date of the decision or, if applicable, of the effective date of the waiver, request by and through the Federation a review and determination of his/her grievance by the Building Principal. Such request shall be in writing, shall be known as the "Grievance Statement", and shall contain (1) a clear and concise recital of the grievance; and (2) the relief requested. The grievance statement shall be presented by and through the Federation to both the Building Principal and the immediate supervisor to whom the grievance was originally presented.

b. The Building Principal shall, within three (3) days after receipt of the written Grievance Statement, meet with the employee and a representative of the Federation, with the objective of arriving at a mutually agreeable solution. The Building Principal also may consult with such other employees and members of the staff as he/she deems appropriate.

c. Within four (4) days after his/her initial meeting with the grievant (see "4b above) the Building Principal shall notify the grievant and the Federation, in writing of his/her decision and the reasons therefor. If no decision shall have been made within said period, the second stage shall be deemed to have been waived.

5. Third Stage

a. If the grievant be not satisfied with the decision made by the Building Principal, or if the second stage shall be deemed to have been waived under "4c" hereof, the grievant may within five (5) days of the date of the decision or, if applicable, of the effective date of the waiver, request in writing by and through the Federation, a determination of the grievance by the Superintendent, setting forth in detail (1) a clear and concise recital of the grievance; and (2) the relief requested. A copy of the request shall be presented to the Building Principal.

b. The Superintendent shall, within three (3) days after receipt of the written request, meet with the employee, a representative of the Federation and the appropriate building principal with the objective of arriving at a mutually agreeable solution. The Superintendent may also consult with such other employees and members of the staff as the Superintendent deems appropriate.

c. Within four (4) days after the initial meeting with the grievant (see "5b" above) the Superintendent shall notify the grievant and the Federation, in writing of his/her decision and the reasons therefor. If no decision shall have been made within said period, the third stage shall be deemed to have been waived.

6. Fourth Stage

a. If the grievant not be satisfied with the decision made by the Superintendent, he/she may, within seven (7) days thereafter request in writing by and through the Federation a hearing and determination of his/her grievance by the Board of Education.

b. The Board of Education, upon receipt of such a written request from the employee, shall hold a hearing within fourteen (14) days at which time oral and written testimony or arguments may be presented. The appropriate building principal shall be in attendance at the Board level hearing.

c. Within twenty (20) days after the close of the hearing the Board of Education, shall, in writing, render its decision (including fact finding, conclusions and recommendations), copies of which shall be sent to the grievant and the Federation. This shall be the final stage of the grievance procedure.

7. It is understood that no member of the Board shall participate in the grievance decision unless he or she has heard the entire case at the hearing stage of the grievance.

8. It is understood that the grievance procedure provided for in this Article shall not be an exclusive remedy; that any party at any stage hereof, or at the conclusion thereof, shall have the right to seek appropriate redress by court action and/or through any governmental agency or authority.

9. Disability and Delay

If, during any period of time within which an employee is required to act in accordance with this procedure, such employee shall be ill, incapacitated or unaware of the action which could be the subject of a grievance under this procedure, or should he/she be so remote from the District as to make it impractical to avail himself/herself of the procedure, the time within which to take action shall be deemed extended until the disability ceases, provided however that no such extension of time shall result in an extension of more than sixty (60) calendar days of the aforesaid period of time.

ARTICLE XII REORGANIZATION AND/OR DECENTRALIZATION

In the event of any reorganization and/or decentralization of the Sewanhaka Central High School District during the life of this contract, each member of the professional staff in employment prior to July 1, 1976, to the extent not prohibited by law, shall continue to retain, in any successor reorganized district or districts, his/her tenure and accumulated seniority and the other benefits to which he/she would have been entitled as any employee of the centralized school district. Tenure areas shall be on a secondary level as though the district were, for a five year period from the date of

such reorganization and/or decentralization, still a centralized district regardless of which component district any secondary school district may fall into and for such additional period of time as may be required or mandated by law.

The provisions of this contract shall, to the extent permitted by law, be binding upon any successor component districts arising out of any reorganization and/or decentralization of the Sewanhaka Central High School District occurring during the life of this contract.

In the event of any proposed reorganization and/or decentralization of the Sewanhaka Central High School District made during the life of this contract, the Board will petition the Legislature and otherwise use reasonable efforts to have the State Legislature enact legislation whereby this contract shall be binding on the component districts and further the Board will urge and use reasonable efforts to have the component districts do likewise.

ARTICLE XIII CONTRACTING OUT OF WORK

The District shall not contract out instructional or pupil personnel work except that for the life of this contract, the District may contract out for homebound instruction, special itinerant services or therapies for students with disabilities based on CSE recommendations for services not available in the District. This provision shall apply only after attempts to employ appropriate District staff have been made and provided that there shall be no reduction of staff as a result of such contracting out.

ARTICLE XIV RESIGNATION FROM DISTRICT

Any member of the professional staff, who having at least ten years of accredited time in the Sewanhaka Central High School District and who shall attain the age of 55 years during the 12 month period prior to June 30th, and who submits a resignation on or before January 22nd, to be effective the day following the last day on which services of teachers are required in June, and who has worked, has been actively and actually engaged in performing his or her duties as a full-time teacher and/or administrator in the service of the District for a total of at least 300 days on a full-time basis during the two consecutive years preceding such date of resignation, shall have the privilege, without obligation so to do, of electing one of the options hereinafter set forth and to receive the payments and benefits provided for therein.

OPTION #1

On the effective date of the resignation such eligible employee shall receive three (3) days' pay for every four (4) days of accumulated sick leave. Such daily rate of pay shall be computed on the basis of 1/200th of the current year's salary of such employee. However, the sum of money paid such employee shall not exceed an equivalent of 150 days' pay and shall not be less than 50 days' pay. Fractions of days shall be counted for purposes of calculating the value of the accumulated sick day payment to the nearest quarter day. However, once such resignation is submitted, the Board of Education reserves the right to make inquiry into and require proof of the absence of any such employee from duty for purposes of receiving pay for sick leave used by such employee during the remainder of the school year. The parties understand that the purpose of this latter provision is to forestall the immediate utilization of any accrued sick leave by district personnel for purposes other than legitimate illness.

Teachers who have exercised their right after January 1, 1979 to convert accumulated sick leave to salary under Article IV, Section L shall be credited under this option only for sick leave as has actually been accumulated and has not been converted under Article IV, Section L.

OPTION #2

An otherwise qualified employee may elect a one semester sabbatical leave at 100% of the salary for the ensuing school year. In the event of the exercise of such option by an employee, the resignation to be submitted shall be effective February 1st.

OPTION #3

An otherwise qualified employee may elect a one year sabbatical leave at 50% of the salary for the ensuing school year. In the event of the exercise of such option by an employee, the resignation to be submitted shall be effective the day following the expiration of such leave.

OPTION #4

With the consent and approval of the Board of Education, the resigning employee may be engaged as a consultant in his/her particular field of endeavor for a five (5) year period commencing the day after the effective date of resignation. Such employee shall serve as an independent contractor consultant of the District for twelve (12) days a year in each of the five (5) successive years at the agreed rate of compensation of \$200 per day. The days and nature of the consultative services shall be mutually agreed upon by the employer and employee.

Under no circumstances shall the work of the consultant in any way involve the nature or type of regular services rendered or performed by members of the professional staff.

The employee who exercises option #2, 3, or 4 shall also be entitled to payment for accumulated sick leave pursuant to the contract, accruing to his/her credit at the date of retirement upon the basis of 1/200th of the final year's salary of such employee, to be paid upon effective date of resignation. Fractions of days shall be counted for purposes of calculating the value of the accumulated sick day payment to the nearest quarter day.

If for any reason whatsoever payment and/or sabbatical leave provided for hereunder is not received by the member of the professional staff, the resignation submitted under any of the above options shall be deemed revoked null and void and the said member of the professional staff shall be continued as an employee just as if the resignation had not been submitted or accepted.

Sabbaticals granted under option 2 and 3 shall in no way affect or limit the number of sabbaticals to be granted under Article IX, Section J, nor shall the sabbaticals granted under these options be subject to the terms or conditions set forth in said Article IX, Section J.

In addition, Option 2 and Option 3 may not be available toward FAS (Final Average Salary) for members of Tiers I (B), II, III and IV. Please consult with the TRS to ascertain whether it is available for your personal use.

Dated 9/16/09

BOARD OF EDUCATION OF SEWANHAKA
CENTRAL HIGH SCHOOL DISTRICT of
Elmont, Floral Park, Franklin Square and
New Hyde Park

By: Jean Fichel
President

By: Waverly A. Meindler
Superintendent of Schools

SEWANHAKA FEDERATION OF
TEACHERS

By: Rosanne M. Maw
President

TEACHERS' BASIC SALARY

Schedule A

EFFECTIVE July 1, 2009 - June 30, 2010

Step	Class I	II	III	IV	V	VI	VII	VIII
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DR
01	\$53,322	\$55,008	\$56,707	\$62,721	\$65,249	\$66,317	\$68,012	\$70,822
02	\$55,241	\$56,988	\$58,741	\$63,829	\$66,355	\$67,421	\$69,122	\$71,925
03	\$57,639	\$59,466	\$61,293	\$64,932	\$67,462	\$68,529	\$70,222	\$73,033
04	\$60,152	\$62,065	\$63,971	\$67,787	\$70,132	\$70,991	\$72,744	\$75,657
05	\$62,394	\$64,382	\$66,359	\$70,595	\$72,801	\$74,088	\$75,917	\$78,964
06	\$62,394	\$64,382	\$66,359	\$73,459	\$75,477	\$77,335	\$79,247	\$82,429
07	\$62,394	\$64,382	\$66,359	\$76,436	\$78,145	\$80,237	\$82,213	\$85,521
08	\$62,394	\$64,382	\$66,359	\$79,385	\$81,164	\$83,221	\$85,606	\$89,049
09	\$62,394	\$64,382	\$66,359	\$82,460	\$84,596	\$86,453	\$89,302	\$93,128
10	\$62,394	\$64,382	\$66,359	\$85,628	\$87,822	\$90,277	\$92,595	\$96,460
11	\$62,394	\$64,382	\$66,359	\$88,554	\$90,868	\$93,222	\$95,535	\$99,397
12	\$62,394	\$64,382	\$66,359	\$91,202	\$93,814	\$95,889	\$98,230	\$102,091
13	\$62,394	\$64,382	\$66,359	\$94,160	\$97,032	\$99,161	\$101,481	\$105,354
14	\$62,394	\$64,382	\$66,359	\$97,032	\$99,338	\$101,623	\$103,930	\$107,764
15	\$62,394	\$64,382	\$66,359	\$99,678	\$102,286	\$104,302	\$106,608	\$110,445
16	\$62,394	\$64,382	\$66,359	\$104,747	\$106,906	\$109,040	\$111,231	\$114,793
17	\$62,394	\$64,382	\$66,359	\$104,747	\$106,906	\$109,040	\$111,231	\$114,793
18	\$62,394	\$64,382	\$66,359	\$104,747	\$106,906	\$109,040	\$111,231	\$114,793
19	\$62,394	\$64,382	\$66,359	\$104,747	\$106,906	\$109,040	\$111,231	\$114,793
20	\$62,394	\$64,382	\$66,359	\$110,826	\$112,715	\$114,757	\$116,611	\$122,450

Upon completion of 20 years of district service, teachers will receive an annual longevity payment of \$1,000.

TEACHERS' BASIC SALARY

Schedule A1

EFFECTIVE July 1, 2010 - June 30, 2011

Step	Class I	II	III	IV	V	VI	VII	VIII
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DR
01	\$54,815	\$56,548	\$58,295	\$64,477	\$67,076	\$68,174	\$69,916	\$72,805
02	\$56,788	\$58,584	\$60,386	\$65,616	\$68,213	\$69,309	\$71,057	\$73,939
03	\$59,253	\$61,131	\$63,009	\$66,750	\$69,351	\$70,448	\$72,188	\$75,078
04	\$61,836	\$63,803	\$65,762	\$69,685	\$72,096	\$72,979	\$74,781	\$77,775
05	\$64,141	\$66,185	\$68,217	\$72,572	\$74,839	\$76,162	\$78,043	\$81,175
06	\$64,141	\$66,185	\$68,217	\$75,516	\$77,590	\$79,500	\$81,466	\$84,737
07	\$64,141	\$66,185	\$68,217	\$78,576	\$80,333	\$82,484	\$84,515	\$87,916
08	\$64,141	\$66,185	\$68,217	\$81,608	\$83,437	\$85,551	\$88,003	\$91,542
09	\$64,141	\$66,185	\$68,217	\$84,769	\$86,965	\$88,874	\$91,802	\$95,736
10	\$64,141	\$66,185	\$68,217	\$88,026	\$90,281	\$92,805	\$95,188	\$99,161
11	\$64,141	\$66,185	\$68,217	\$91,034	\$93,412	\$95,832	\$98,210	\$102,180
12	\$64,141	\$66,185	\$68,217	\$93,756	\$96,441	\$98,574	\$100,980	\$104,950
13	\$64,141	\$66,185	\$68,217	\$96,796	\$99,749	\$101,938	\$104,322	\$108,304
14	\$64,141	\$66,185	\$68,217	\$99,749	\$102,119	\$104,468	\$106,840	\$110,781
15	\$64,141	\$66,185	\$68,217	\$102,469	\$105,150	\$107,222	\$109,593	\$113,537
16	\$64,141	\$66,185	\$68,217	\$107,680	\$109,899	\$112,093	\$114,345	\$118,007
17	\$64,141	\$66,185	\$68,217	\$107,680	\$109,899	\$112,093	\$114,345	\$118,007
18	\$64,141	\$66,185	\$68,217	\$107,680	\$109,899	\$112,093	\$114,345	\$118,007
19	\$64,141	\$66,185	\$68,217	\$107,680	\$109,899	\$112,093	\$114,345	\$118,007
20	\$64,141	\$66,185	\$68,217	\$113,929	\$115,871	\$117,970	\$119,876	\$125,879

Upon completion of 20 years of district service, teachers will receive an annual longevity payment of \$1,000.

TEACHERS' BASIC SALARY

Schedule A2

EFFECTIVE July 1, 2011 - June 30, 2012

Step	Class I	II	III	IV	V	VI	VII	VIII
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DR
01	\$56,405	\$58,188	\$59,986	\$66,347	\$69,021	\$70,151	\$71,944	\$74,916
02	\$58,435	\$60,283	\$62,137	\$67,519	\$70,191	\$71,319	\$73,118	\$76,083
03	\$60,971	\$62,904	\$64,836	\$68,686	\$71,362	\$72,491	\$74,281	\$77,255
04	\$63,629	\$65,653	\$67,669	\$71,706	\$74,187	\$75,095	\$76,950	\$80,030
05	\$66,001	\$68,104	\$70,195	\$74,677	\$77,009	\$78,371	\$80,306	\$83,529
06	\$66,001	\$68,104	\$70,195	\$77,706	\$79,840	\$81,806	\$83,829	\$87,194
07	\$66,001	\$68,104	\$70,195	\$80,855	\$82,663	\$84,876	\$86,966	\$90,466
08	\$66,001	\$68,104	\$70,195	\$83,975	\$85,857	\$88,032	\$90,555	\$94,197
09	\$66,001	\$68,104	\$70,195	\$87,227	\$89,487	\$91,451	\$94,464	\$98,512
10	\$66,001	\$68,104	\$70,195	\$90,579	\$92,899	\$95,496	\$97,948	\$102,037
11	\$66,001	\$68,104	\$70,195	\$93,674	\$96,121	\$98,611	\$101,058	\$105,143
12	\$66,001	\$68,104	\$70,195	\$96,475	\$99,238	\$101,433	\$103,908	\$107,994
13	\$66,001	\$68,104	\$70,195	\$99,603	\$102,642	\$104,894	\$107,347	\$111,445
14	\$66,001	\$68,104	\$70,195	\$102,642	\$105,080	\$107,498	\$109,938	\$113,994
15	\$66,001	\$68,104	\$70,195	\$105,441	\$108,199	\$110,331	\$112,771	\$116,830
16	\$66,001	\$68,104	\$70,195	\$110,803	\$113,086	\$115,344	\$117,661	\$121,429
17	\$66,001	\$68,104	\$70,195	\$110,803	\$113,086	\$115,344	\$117,661	\$121,429
18	\$66,001	\$68,104	\$70,195	\$110,803	\$113,086	\$115,344	\$117,661	\$121,429
19	\$66,001	\$68,104	\$70,195	\$110,803	\$113,086	\$115,344	\$117,661	\$121,429
20	\$66,001	\$68,104	\$70,195	\$117,233	\$119,231	\$121,391	\$123,352	\$129,529

Upon completion of 20 years of district service, teachers will receive an annual longevity payment of \$1,000.

REQUIREMENTS FOR CLASS I – CLASS VIII ON TEACHERS' BASIC SALARY SCHEDULE

Class I Bachelor's Degree or Equivalent. A N.Y.S. certificate permitting the candidate to Teach a vocational subject in a secondary school of N.Y.S. shall be considered the Equivalent of a Bachelor's Degree for salary purposes.

Class II Bachelor's Degree or Equivalent and 15 hours of credit recognized by the State Education Department as being applicable to Permanent New York State Certification.

*Class III 30 hours of approved credit in addition to the Bachelor's Degree (or Equivalent) or an actual degree in engineering for technical or vocational teachers.

*Class IV An actual Master's Degree, or Permanent N.Y.S. Certification and 45 hours of approved credit in addition to the Bachelor's Degree (or Equivalent).

*Class V Permanent N.Y.S. Certification and: 60 hours of approved credit in addition to the Bachelor's Degree; 15 hours of approved credit in addition to an actual Master's Degree; Vocational teachers with 30 approved semester hours in excess of requirements for vocational teachers at Class III; Technical or Vocational teachers with an actual engineering degree and an additional 30 hours of approved credit.

*Class VI An actual Master's Degree and 30 additional hours of approved credit

*Class VII An actual Master's Degree and 45 additional hours of approved credit, or Bachelor's Degree (or Equivalent) and 90 additional hours of approved credit.

*Class VIII A Ph.D. or an Ed.D.

*These requirements shall apply to all members of the professional staff employed subsequent to September 1, 1976. Those employed prior to September 1, 1976 shall be placed in and continue to advance to the appropriate class in accordance with personnel procedures practiced prior to that date.

CREDIT FOR IN-SERVICE AND OTHER CREDIT PROGRAMS

In-service credit shall be credited to the extent of 18 credits towards advancement in the salary schedule classifications, provided such credits were obtained while employed in this District. The District shall require prior approval on MyLearningPlan for all courses.

A "College and In-Service Credit Application" (Professional) must be submitted via MyLearningPlan to the Assistant Superintendent for Personnel & Administration for approval before registering for a course. Internet, video and other distance learning courses will be considered on a case-by-case basis for in-service or graduate credit. Courses must be relevant to the teacher's instructional program. Credit will be granted for a course offered by the District, Nassau TRACT or for an equivalent course offered by an approved institution, which would benefit the District as well as the employee. Teachers are advised to consult with the personnel office when there is a question of approved credit toward salary.

SCHEDULE B

Effective and Retroactive to July 1, 2009 - June 30, 2012.

A. Scale of payment for attendance and supervision for the following functions:

Dances, plays, athletic events, bazaars, and musical concerts. Advisors are not to be compensated under this provision when participating in an activity for which they are otherwise compensated as an advisor.

Teacher attendance, for supervisory purposes, at these functions shall be voluntary. In the event, however, an insufficient number of teachers volunteer, the Building Principal shall have the right to designate, on a rotating, equitable basis, those who are to attend and supervise.

	<u>2009-10</u>	<u>2200-11</u>	<u>2011-12</u>
1) After School			
Not to Exceed 2 ½ hours	\$ 64	\$ 66	\$ 68
2) Evenings & Weekends	\$ 95	\$ 98	\$ 101

B. Additional Stipends:

Facilitator of Academy	3,000	3,080	3,170
Facilitator of Technology	2,000	2,060	2,120
Facilitator of Study Skills	2,000	2,060	2,120
Facilitator of Lincoln Center	2,000	2,060	2,120
*Facilitator Virtual Academy	2,200	2,260	2,330
Assistant Chairpeople	1,250	1,290	1,330
Deans	1,250	1,290	1,330
Teachers in Charge	1,510	1,550	1,590
Mentors	1,210	1,240	1,280

*This is an annual stipend – to be pro-rated by marking period assigned.

Openings for all Facilitator positions will be posted. Job descriptions, if available, for open positions will be made available to interested candidates.

C. **Co-curricular and Intramural Activities:** The District will continue its practice of giving preference to members of the teaching staff in assignment to paid co-curricular and intramural assignments. See Schedule B1. This past practice has meant that a competent teacher candidate, in the judgment of the building principal, would be appointed before other candidates.

D. Hourly rates for teaching including Summer School, Driver Education, Foreign Language Immersion, Homebound instruction, In-service, Internal Coverage, Curriculum Workshops.

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Hourly rates for PSAT/SAT instruction	\$ 44	\$ 45	\$ 46
Hourly rates for PSAT/SAT instruction	\$ 81	\$ 83	\$ 85

E. When there is a school store requiring the supervision of a teacher, the teacher assigned will have his/her schedule reduced by one administrative assignment. The District shall pay the teacher for additional work required at the internal substitution rate for up to 200 periods per year.

F. When a teacher is the sponsor of a school newspaper, yearbook, or senior class advisor the teacher will have his/her schedule reduced by one administrative period. The teacher shall receive the stipend listed in Schedule B1.

G. When a teacher is Student Activities Director, the teacher will have his/her schedule reduced by two teaching periods and an administrative assignment. The teacher shall receive the stipend listed in Schedule B1.

SCHEDULE B-1
CO-CURRICULAR ACTIVITY STIPEND
2009-2012

The advisor or sponsor of the activities listed shall be compensated with the amount listed. Each building shall have an additional sum for payment to advisors of activities, which are not listed on this schedule. These advisors are to be compensated no lower than the minimum Category A rate of \$520.00 for the 2009-10 school year and \$530.00 for the 2010-11 school year and \$550.00 for the 2011-12 school year.

It is expected that advisors will work the amount of time per activity per year in order to fulfill their responsibilities. While there is neither a minimum nor maximum number of required hours, the following guidelines for the minimum number of hours per activity: Category A, 12; Category B, 20; Category C, 30; Category D, 40.

Category A Activities		2009-10	2010-11	2011-12
1.	Subject Area Clubs	\$ 520	\$ 530	\$ 550
2.	Subject Honor Societies	520	530	550
3.	SADD	520	530	550
4.	Peer Mediation	520	530	550
5.	Computer Club	520	530	550
6.	Library Club	520	530	550
7.	Color Guard	520	530	550
8.	Life Skills Club	520	530	550
9.	Ecology Club	520	530	550

Category B Activities				
1.	Physical Education Leader Corps Advisor	\$ 850	\$ 870	\$ 900
2.	Newspaper Business Advisor	850	870	900
3.	Photography Club Advisor	850	870	900
4.	Yearbook Business Advisor	850	870	900
5.	Builders Club	850	870	900
6.	Big Brother/Big Sister Club	850	870	900
7.	Mock Trial	850	870	900
8.	Science Olympiad	850	870	900
9.	Service Organizations/Clubs	850	870	900
10.	Steppers Advisor	850	870	900

Category C Activities				
1.	Class Advisor grades 7, 8 or 9	\$1710	\$1760	\$1810
2.	Dramatics Advisor, Junior High School	1710	1760	1810
3.	Literary Magazine Advisor	1710	1760	1810
4.	National Junior Honor Society Advisor	1710	1760	1810
5.	National Senior Honor Society Advisor	1710	1760	1810
6.	Public Address Club	1710	1760	1810
7.	Public Relations Advisor	1710	1760	1810
8.	Robotics	1710	1760	1810
9.	Junior Robotics	1710	1760	1810

SCHEDULE B-1 (continued)
2009-2012

<u>Category D Activities</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
1. Cheerleader Advisor, Junior High	\$2140	\$2200	\$2260
2. Class Advisor, Grade 10	2140	2200	2260
3. Dance Band Director	2140	2200	2260
4. Dance (Kick) Line Advisor	2140	2200	2260
5. Marching Band Director	2140	2200	2260
6. Mathletes Coach, Junior High Team	2140	2200	2260
7. Mathletes Coach, Senior High Team	2140	2200	2260
8. Stage Crew Advisor	2140	2200	2260
9. Twirlers/Flag Coach	2140	2200	2260
10. Vocal Director/Vocal Ensemble Director	2140	2200	2260
11. Model United Nations Advisor	2140	2200	2260
12. Future Business Leaders of America Advisor	2140	2200	2260
13. Skills USA Advisor	2140	2200	2260
14. String Ensemble Director	2140	2200	2260
 <u>Category E Activities</u>			
1. Athletic Intramural (Stipend Based on 24 Sessions- Payment by Session Worked)	\$1220	\$1250	\$1290
2. Class Advisor, Grade 11	2510	2580	2650
3. Class Advisor, Grade 12	8020	8240	8480
4. Dramatics Production, Senior High			
a. Director, per play	3370	3460	3560
b. Technical Assistant, per play	850	870	900
5. Musical Production, Senior High			
a. Director	3370	3460	3560
b. Instrumental Assistant	2030	2090	2150
c. Dance Assistant	1710	1760	1810
d. Rehearsal Accompanist	850	870	900
e. Technical Assistant	850	870	900
6. Music Festival, District			
a. General Chairperson	2030	2090	2150
b. Band Chairperson	1110	1140	1170
c. Chorus Chairperson	1110	1140	1170
d. Orchestra Chairperson	1110	1140	1170
e. Assistant Chairpersons: Band, Chorus and Orchestra	740	760	780
7. Newspaper Advisor			
a. Six issues or fewer	5990	6160	6340
b. Each additional	420	430	440
8. Student Activities Director	4700	4830	4970
9. Ticket Chairperson	2530	2600	2680

SCHEDULE B-1 (continued)
2009-12

10.	Yearbook Advisor	\$8080	\$8310	\$8550
11.	Student Council Advisor Combined Jr/Sr. High School	2530	2600	2680
12.	Key Club	2510	2580	2650
13.	Domestic Student Exchange	2510	2580	2650

Comprehensive Salary: It is understood that these salaries are for services performed by advisors and coaches beyond the school day and that the stipend is intended to compensate the person for all activities of the club group, or team.

The only exception to this is for sponsors of performing groups in Category D. Because of the widely varying amounts of time they spend at performances and meets, these advisors are entitled to receive the supervisory stipend for each additional duty. The stipend listed above is intended to provide compensation for rehearsals and practice contiguous to the school day.

The evening and weekend rate for supervision will be paid to teachers for each overnight supervisory assignment in Category D. (Model UN, FBLA, Skills USA.), and in Category E (Key Club).

ADVISORSHIP OPENINGS

- a. A job description of available advisorships shall be posted.
- b. Posting of openings will be made in accordance with the schedule below or when a resignation, or a retirement, or other reason occurs.
- c. The right of the advisor to reapply and the right of the principal to reappoint shall not be abridged by this agreement.
- d. Applications will be accepted as specified below:
 - 1. Each year: musical director, drama director, and all other club assignments.
 - 2. Every third year: director of student activities, yearbook, literary magazine, newspapers, stage crew, cheerleaders and twirlers.
 - 3. Class advisorships: Each year that a new class enters a building.
- e. The District shall continue its practice of giving unit-members priority consideration in being hired as an advisor. Applicants must be appropriately certified and demonstrate through the regular process the qualities that make them the best candidates for the position. Successful candidates will be notified of Board approval of advisorship appointments as soon as practicable after the Board meeting at which such action is taken.
- f. Nothing in the above shall impinge upon the right of the building principal to recommend such appointments that he/she deems in the best interests of his/her school and student body. Any unsuccessful applicant, however, shall have the right to discuss such recommendations with the Superintendent if he/she can reasonably demonstrate that the recommendation was arbitrary or capricious.

Schedule B2
Differential Scale for Interscholastic Athletics
2009/2010

Points	Activities	<u>Certified Coaching Staff</u>				<u>Temporary Coaching Personnel</u>		
		Minimum Practices	Group I 1-3 Yrs.	Group II 4-7 Yrs.	Group III 8+ Yrs.	Group I 1-3 Yrs.	Group II 4-7 Yrs.	Group III 8+ Yrs.
60	Activities I Riflery, Tennis, Badminton, Golf, Cheerleading (V & JV)							
	V-	55	4060	4350	4860	3610	3900	4380
	JV-	55	3040	3270	3650	2700	2940	3280
	JHS-	50	2460	2610	2920	2170	2330	2620
85	Activities II Baseball, Field Hockey, Gymnastics, Lacrosse, Soccer Softball, Volleyball, Winter & Spring Track, Swimming, Cross Country							
	V-	60	5760	6150	6880	5200	5550	6210
	Asst. V-	60	4610	4930	5520	4150	4440	4950
	JV-	60	4330	4620	5170	3880	4150	4640
	JHS-	55	3470	3690	4130	3110	3330	3710
103	Activities III Basketball, Wrestling							
	V-	70	6990	7480	8360	6290	6720	7520
	Asst. V-	70	5590	5920	6680	5020	5380	6010
	JV-	65	5240	5590	6270	4720	5030	5640
	JHS-	55	4190	4490	4970	3770	4030	4500
110	Activities IV Football							
	V-	70	7480	7970	8910	6720	7180	8020
	Asst. V-	70	5980	6380	7150	5380	5730	6420
	JV-	65	5590	5980	6690	5030	5380	6030
	JHS-	55	4480	4800	5350	4030	4310	4810

**Schedule B3
Differential Scale for Interscholastic Athletics
2010/2011**

Points	Activities	<u>Certified Coaching Staff</u>			<u>Temporary Coaching Personnel</u>			
		Minimum Practices	Group I 1-3 Yrs.	Group II 4-7 Yrs.	Group III 8+ Yrs.	Group I 1-3 Yrs.	Group II 4-7 Yrs.	Group III 8+ Yrs.
60	Activities I Riflery, Tennis, Badminton, Golf, Cheerleading (V & JV)							
	V-	55	4170	4470	5000	3710	4010	4500
	JV-	55	3130	3360	3750	2780	3020	3370
	JHS-	50	2530	2680	3000	2230	2400	2690
85	Activities II Baseball, Field Hockey, Gymnastics, Lacrosse, Soccer Softball, Volleyball, Winter & Spring Track, Swimming, Cross Country							
	V-	60	5920	6320	7070	5350	5710	6380
	Asst. V-	60	4740	5070	5670	4270	4560	5090
	JV-	60	4450	4750	5310	3990	4270	4770
	JHS-	55	3570	3790	4250	3200	3420	3810
103	Activities III Basketball, Wrestling							
	V-	70	7190	7690	8590	6470	6910	7730
	Asst. V-	70	5750	6090	6870	5160	5530	6180
	JV-	65	5390	5750	6450	4850	5170	5800
	JHS-	55	4310	4620	5110	3880	4140	4630
110	Activities IV Football							
	V-	70	7690	8190	9160	6910	7380	8240
	Asst. V-	70	6150	6560	7350	5530	5890	6600
	JV-	65	5750	6150	6880	5170	5530	6200
	JHS-	55	4610	4930	5500	4140	4430	4940

**Schedule B4
Differential Scale for Interscholastic Athletics
2011/2012**

Points	Activities I Riflery, Tennis, Badminton, Golf, Cheerleading (V & JV)	<u>Certified Coaching Staff</u>			<u>Temporary Coaching Personnel</u>			
		Minimum Practices	Group I 1-3 Yrs.	Group II 4-7 Yrs.	Group III 8+ Yrs.	Group I 1-3 Yrs.	Group II 4-7 Yrs.	Group III 8+ Yrs.
60	V-	55	4290	4600	5150	3820	4130	4630
	JV-	55	3220	3460	3860	2860	3110	3470
	JHS-	50	2600	2760	3090	2290	2470	2770
85	Activities II Baseball, Field Hockey, Gymnastics, Lacrosse, Soccer Softball, Volleyball, Winter & Spring Track, Swimming, Cross Country							
	V-	60	6090	6500	7280	5510	5880	6570
	Asst. V-	60	4880	5220	5830	4390	4690	5240
	JV-	60	4580	4890	5460	4110	4390	4910
	JHS-	55	3670	3900	4370	3290	3520	3920
103	Activities III Basketball, Wrestling							
	V-	70	7400	7910	8840	6660	7110	7950
	Asst. V-	70	5920	6270	7070	5310	5690	6360
	JV-	65	5550	5920	6640	4990	5320	5970
	JHS-	55	4430	4750	5260	3990	4260	4760
110	Activities IV Football							
	V-	70	7910	8430	9430	7110	7590	8480
	Asst. V-	70	6330	6750	7560	5690	6060	6790
	JV-	65	5920	6330	7080	5320	5690	6380
	JHS-	55	4740	5070	5660	4260	4560	5080

DISTRICT COACHING GUIDELINES

1. Extracurricular assignments are approved on a year to year basis.
2. All coaches will sign an annual contract that outlines the rights and responsibilities of each assignment. Furthermore, all coaches will have the right to request a Hepatitis B vaccination at district expense.
3. The District shall continue its practice of giving unit members priority consideration in being hired as a coach. Applicants must be appropriately certified and demonstrate through the regular process the qualities that make them the best candidate for the position. Successful candidates will be notified of Board approval of coaching appointments as soon as practicable after the Board meeting, at which such action is taken.
4. It is understood that new activities and/or JV coaching positions may be added with the approval of the Board of Education. If such activities and/or positions are added, an appropriate unit value will be negotiated.
5. The minimum number of sessions shall regulate the minimum time required by coaches to practice or hold team meetings. A session shall consist of a minimum of one and a half hours of student involvement related to the sport. This can include the issuing of equipment, clinic, or team preparation for game meetings in lieu of an active practice participation session. Except for the maximum of four double session practices, only one session may be credited on any given day (maximum of six days per week).
6. Any number of sessions that fall below the minimum shall result in a payroll adjustment based upon the following formula:

Number of Sessions Below Minimum	X	Total Coaching Differential <u>for Sport</u> Minimum Number of Sessions
-------------------------------------	---	---
7. The Coaching Practice and Game Sessions Record shall be maintained daily by every coach and submitted to the Building Athletic Director at the end of the session.
8. Experience Factor – All coaches should move on to the proper step depending upon years of experience outside the District upon discretion of the District Director and approval of Board of Education.
9. A coach who moves from assistant varsity, JV, or junior high status to head coach shall be placed on the appropriate step.
10. A coach who moves from head coach to assistant varsity, JV, or junior high shall be placed on the appropriate step.
11. In accordance with Board of Education Policy 6154.7, teams such as winter track that regularly schedule more than one meet away for the normal area of participation must fill

out a Blue Athletic Team – Trip Application, approved by the building athletic director and District Director. If the event is an overnight trip, a Yellow Student Trip Application must be completed in a timely manner. Prior to the season, the coach must submit the Blue Athletic Team – Trip Application for approval and assessment to the building athletic Director and District Director for all events that require an entry fee.

12. Prior to overnight event the coach will distribute and collect the District Code of Conduct, Power Attorney and Parent Consent for Athletic Over Night Travel form.
13. The Building Athletic Director and District Director will make the final decision regarding a losing team participation in playoffs. In addition, participants in all non-qualifying meets, matches, and games must also be approved for playoff competition (refer to chart).
14. In order to receive playoff pay the coach must complete the minimum required practices for that sport.
15. The maximum number of coaches for playoff payment is two unless approved by the District Athletic Director. The building athletic director must approve the proposed practice schedule submitted by a playing coach when an individual or individuals advance to the State championship, in sports such as wrestling, gymnastics, track, etc., unless otherwise approved by the District Athletic Director, only one coach will be approved for paid compensation.
16. In order to receive playoff compensation after the regular season the coach must submit a properly signed Request for Playoff Compensation Form attached to the Coaching Practice and Game Session Record form. Only coaches and assistant coaches assigned to the varsity team are eligible for playoff compensation.
17. Any coach who advances to the playoffs and has not completed the required minimum number of practices will receive credit towards the practice requirements in lieu of playoff compensation.
18. Coaches who have not met the required minimum number of practices and do not advance to the playoffs may extend their season past the regular end of the season to complete their requirements.
19. Coaches who have completed the minimum practice requirement and have a winning record but do not advance to the playoffs, with the approval of the building athletic director and District Director may play an additional game and be compensated at playoff pay.
20. In sports such as cross country, winter track, and spring track, the sport unit value encompasses all meets prior to the Section VIII County Championship or County Individual State Qualifier meet, whichever is prior to the State Championship Competition will include this meet and all practices to the State meet.
21. In the event that an individual or team advance to the State playoffs and are required to stay overnight, both item #10 and #11 must be completed prior to departure.

PLAYOFF COACHING COMPENSATION

When a team has completed their regular season and has qualified for an extended season/playoff competition, the varsity coach(es) of the team involved shall be compensated at 60% of their coaching per diem rate of pay. Only coaches and assistant coaches assigned to the varsity team are eligible for playoff compensation.

Sport	Baseball, Field Hockey, Basketball, Football, Lacrosse, Volleyball, Soccer, etc.	Tennis, Swimming, Wrestling, Rifle, Gymnastics, etc.	Junior High Sports	Cross Country, Winter Track, Spring Track
Team Compensation/ Individual Compensation	All Section VIII/State competition & practices after the last regular season game	All Section VIII/State competition & practices after the last regular season game	All practices & games after the last regular season game	Cross Country- All Section VIII State competition & practices after the last regular season game Winter & Spring Track- None

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