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TA 4566



Bay Shore Public Schools
Bay Shore, L.I., New York 11706

NEGOTIATED AGREEMENT

JULY 1, 2009 - JUNE 30, 2014

BETWEEN

Bay Shore Classroom Teachers Association

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 22 2009

AND THE

ADMINISTRATION

**THE BAY SHORE UNION FREE SCHOOL DISTRICT,
TOWN OF ISLIP, COUNTY OF SUFFOLK, NEW YORK**

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ARTICLE I GENERAL PROVISIONS

A. RECOGNITION

1. The District recognizes the Bay Shore Classroom Teachers Association as the sole and exclusive agent of the members of the Unit, for the purpose of collective negotiations relating to salaries, hours and other terms and conditions of employment. Such recognition shall extend until seven months prior to the expiration of the fiscal year in which the agreement terminates. The District agrees that as a condition of this exclusive recognition, the Association has the right to make its services available to members of the Unit, on their request, in the administration of grievances arising under this Agreement.

2. This recognition shall be further renewable upon timely submission of evidence that the Association has been designated as the negotiating representative by more than fifty percent of the members of the Unit. Such evidence shall consist of any one or any non-duplicating combination of the following: dues deduction authorizations, signed petitions or membership lists.

B. DEFINITIONS

1. Unit

The bargaining unit shall be that established by the New York State Public Employment Relations Board in its certification of the Bay Shore Classroom Teachers Association as the negotiating agent for the bargaining unit. The unit shall include the following classes of employees:

- a. All regular professional employees holding a position which in and of itself would require membership in the New York State Teachers Retirement System, as limited by the aforementioned certification order.
- b. All part-time teachers. It is specifically agreed by the parties that the following provisions of this agreement shall not be applicable to part-time teachers: Job Security; Medical Insurance except as required by law; Prior Credit; Length of Teacher Workday; Lunch; Transfers; School Closing (last day); Leaves Without Pay; Retirement Incentive; Preparation Time; Academic Classes.

2. Academic Classes

For the purposes of this agreement, "Academic Classes" shall be defined for the Junior High School to include the four required major subjects: English, Social Studies, Mathematics, and Science. For the High School the criterion relates to homework as a routine daily assignment as an integral part of the course. Thus, to the above listing would also be added: Foreign Languages and Business courses meeting this criterion.

Such academic classes shall exclude such assignments as tutorial sessions, small group instruction, corrective or remedial sessions, laboratory sessions or draw-off periods.

3. Immediate Supervisor

Immediate supervisor shall be that individual to whom the member of the Unit is responsible as defined in the Administrative Manual. In most cases the Immediate Supervisor is either a Principal or Director.

4. Part-Time Member

For the purposes of this agreement, "Part-Time Member" shall include only those individuals appointed by the Board of Education on an annual salary for either a fractional part of a full daily or weekly teaching assignment. It shall exclude all members of the staff serving in per diem or long term substitute status.

5. Preparation Time

Preparation time shall be all that period of time for which a classroom teacher is not scheduled to be teaching or responsible for the instruction of, or assigned supervision of a group of students, as in study hall, within the time when such teacher is scheduled to report at the beginning of the day and to leave at the end of the day with the exception of the scheduled lunch period.

C. FAIR PRACTICES

1. The Association agrees to continue to adhere to its policy of not discriminating against any member of the Unit on the basis of race, creed, color, national origin, sex, age, marital status, lawful political activities, or membership in, or participation in, or association with, the lawful activities of any employee organization, or with regard to any lawful activities associated with grievance proceedings, and the Association further agrees to represent all members of the Unit.

2. The District agrees to continue to adhere to its policy of not discriminating against any member of the Unit on the basis of race, creed, color, national origin, sex, age, marital status, lawful political activities, or membership in, or participation in, or association with, the lawful activities of any employee organization, or with regard to any lawful activities associated with grievance proceedings.

3. This section shall not prohibit the right of the District to seek mandatory retirement pursuant to law.

D. EFFECTIVENESS

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

ARTICLE II ASSOCIATION BENEFITS AND GUARANTEES

A. AGENCY SHOP

1. Pursuant to the passage of legislation enabling the implementation of an Agency Shop Fee, the District does hereby agree that no later than the second pay period after the effective date of employment, each employee who is not a member of the Bay Shore Classroom Teachers Association will pay to the collective bargaining agent each pay period a service charge toward the administration of this agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Bay Shore Classroom Teachers Association on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and bi-weekly dues for each pay period thereafter in an amount equal to the regular and usual bi-weekly dues. The District shall deduct such fee in the same manner as the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization in and of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

2. Any teacher from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organizational appeal procedures contained in a separate organizational document governing such appeals. The Bay Shore Classroom Teachers Association has submitted to the District, pursuant to Chapter 677 of the Laws of 1977 of the State of New York a procedure providing for the processing of demands, by members of the bargaining unit, for the return of that portion of the agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Bay Shore Classroom Teachers Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The Association represents that the aforementioned procedure shall not be changed contrary to the law.

3. The Bay Shore Classroom Teachers Association will supply, upon the request of the District, the names of those Unit members who shall have the agency fee deducted from their salary.

4. The Bay Shore Classroom Teachers Association shall indemnify the District on account of any recovery of refund obtained by such non-member of the Association against the District pursuant to this section.

B. GRIEVANCE AND ARBITRATION

1. Scope

Grievable matters shall include only those disputes between the District and the individual members of the Unit, or the Association as a party to the Agreement, with respect to the meaning, interpretation, or application of terms of this Agreement. All such disputes which are not resolved through informal consultation between the grievants involved and their immediate supervisors shall be resolved in accordance with the provisions of this section. All of the procedural stages as herein provided shall be pursued and completed as a condition precedent to the commencement of any action or proceeding before the Public Employment Relations Board or any court of competent jurisdiction for the construction and interpretation of this Agreement. The aggrieved shall have the right to process grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

2. Definitions

- a. "Day" shall mean school day.
- b. "Grievant" shall mean an individual member of the Unit who is personally affected by the matter in dispute, the Association on its own behalf, or the Association on behalf of a group of members and such parties subject to the notification requirement in the First Procedural Stage noted below.
- c. "Time Limits" shall be as set forth, and shall be strictly construed unless mutually waived in writing. Failure by the grievant to comply with the time limits as set forth, or with the established procedure, shall mean withdrawal of the grievance. Failure of a supervisor to respond within the prescribed time shall advance the grievance to the next procedural stage. Administrators or union representatives who are absent from work due to illness, vacation or other legitimate reason shall have all time periods applicable to them suspended for the period of the absence.
- d. "Grievance" shall mean the specific dispute the contract clauses upon which it is based, and remedy requested as set forth in the initial Record of Contract Grievance Claim and Processing Form. Such initial commitment to writing shall constitute the sole commitment to writing for the purpose of this section.
- e. "Immediate Supervisor" shall mean the immediate supervisor of the individual employee or the supervisor who is responsible for the grieved situation.

3. First Procedural Stage

The first procedural stage shall consist of the individual employee's written notification to his/her immediate supervisor (with a copy forwarded to the Union) that he/she wishes to discuss a grievance based upon the contention that a section of the agreement, as it relates to the individual, has not been followed. The grievance shall be presented on a Record of Contract Grievance and Processing Form. Thereafter a meeting shall be held within five (5) days, at which time the grievance shall be discussed. Either party may have another person present. Such written notification shall be given within thirty (30) days from the date of the occurrence of the situation or incident giving rise to the dispute. The immediate supervisor shall normally use ten (10), but not more than fifteen (15), days to investigate and take such appropriate action as he/she deems necessary, with written response to the grievant, explaining, if denied, the reasons for said denial.

4. Second Procedural Stage

- a. Should the claim be denied by the immediate supervisor, the employee covered by this Agreement may then request that the grievance be forwarded to the second procedural stage for appeal. The second procedural stage shall consist of forwarding a written request for second stage review, together with the Record of Contract Grievance Claim Processing Form, including all correspondence evolving therefrom, to the Superintendent or his designee, within fifteen (15) days following the filing of a response in the second stage.
- b. During this review of the record, a meeting with the parties involved may be scheduled.
- c. The Superintendent of Schools shall respond in writing within ten (10) days of the date of the meeting, if any, or in the event that such a meeting is not held, within ten (10) days of the date of filing of the request for review by the Superintendent. In the event of denial by the Superintendent, he/she shall state his/her reasons in writing.

5. Third Procedural Stage

- a. The Third Procedural Stage is binding arbitration. The Union may request for arbitration as follows: Within fifteen (15) days after receipt of response in stage two, a copy of the Demand for Arbitration as provided by the rules for Voluntary Grievance Arbitration of the American Arbitration Association shall be served upon the District by certified mail or in person to the District Clerk. (Said rules for Voluntary Grievance Arbitration shall govern the arbitration process and the selection of the arbitrator). Under "Nature of Dispute" shall appear the grievance as previously presented on the Record of Contract Grievance and Processing Form, and the "Remedy Sought" shall include the remedy as requested in the original submission.
- b. Thereafter, the fees and expenses for arbitration shall be borne equally by the parties. The fees and expenses for arbitration shall not be deemed to

include legal expenses or expenses for witnesses of either party to the dispute.

- c. The arbitrator shall limit his/her decision strictly to the claimed violation of the express provisions of the Agreement submitted to him/her and the arbitrator shall be without power or authority to make any decision:
 - 1) Contrary to, or inconsistent with, or modifying, violating, or varying in any way, the terms and provisions of this Agreement.
 - 2) Overruling the exercise of Board's or Superintendent's discretion under the terms and provisions of this agreement so long as the Board or Superintendent can demonstrate that there is substantial evidence in the record supporting the determination made, and that the determination was not arbitrary or capricious or discriminatory.
- d. At each stage of the grievance procedure the member may have a Union representative present.

C. EXCHANGE OF INFORMATION

In the interest of resolving questions that may arise during the term of this Agreement, the parties' representatives shall meet for the purpose of exchanging information and discussing problems which may arise under or affect the rights of the parties, or of individuals covered under this Agreement. In the case of the District, the representative shall be the Superintendent or his/her designee. The parties acknowledge that this Agreement sets forth those working conditions and terms and conditions of employment which may not be unilaterally altered by either party. The foregoing procedure may be utilized for the informal discussion of resolution of grievance which may occur simultaneously with the formal processing of a grievance. However, such discussions shall not toll any time period set forth in the grievance procedure.

D. NEGOTIATIONS PROCEDURES

1. Notice of intent to negotiate provisions of a successor professional negotiations agreement shall be made before October 10 of the final year of the current agreement.

2. The Association shall submit its proposal not later than November 10 of the final year of the current agreement. The District shall submit its proposal not later than December 10 of the final year of the current agreement.

3. Negotiations shall commence not later than January 10 of the final year of the current agreement.

E. ORIENTATION AGENDA

The Association shall have a place on the orientation agenda during any orientation luncheon for new teachers at the start of the school year.

F. CALENDAR

The calendars for each year of this contract will be determined by the Board of Education after consultation with the Association. If New York State mandates, or gives school districts the option to mandate, a teacher work year greater than 184 days, and the Bay Shore School District opts for such additional days, the salary schedule will be increased by 1/184th for each day in excess of 184 teacher days.

G. USE OF FACILITIES

In accordance with State Education Law for such use, upon notice of one school day, the Association shall have the right to use classroom and public areas of school buildings outside the scheduled work day, on days when school is in session, when such use shall not conflict with education uses or prior scheduled events, and shall not result in any incremental cost to the District.

H. RELEASE TIME

The Union president, if a secondary school teacher, shall be required to teach four (4) periods per day, (or if an elementary school teacher, four (4) hours per day), and shall be released to perform Association duties for the balance of the work day. The District shall make every reasonable effort to schedule such work time to commence at the start of the work day. The President of the Union shall be relieved from all lunch, bus, hall, playground and study hall duties. The President shall not be assigned homeroom but shall perform professional preparation duties during that time period.

Provided notice is given by June 1st, of the previous school year, the Association has the option annually to buy one (1) additional teaching period or hour at the pro-rata cost (1/8) of the period hour. Such purchase shall be made with Association monies prepaid before the beginning of the affected year. The pro-rata cost shall be adjusted annually to reflect the President's or his/her designee's then salary and the schedule of building periods then in place.

In the event that an elementary school teacher or other unit member not having a secondary school teaching schedule becomes President, the parties shall immediately meet to determine the scheduling of release time equivalent in amount to the foregoing. Any released time granted hereunder shall be considered teaching service for purposes of seniority and/or tenure and/or retirement and/or salary advancement purposes.

I. ASSOCIATION DAYS

The Association shall be provided with eight (8) Association days, to be used for Association business or for attendance of delegates at state and national conventions of their professional associations by the President or his/her designee. These days shall be utilized without loss of pay or personal days of the President or designee. The Association will give reasonable notice of use of said days. This allocation of eight (8) days shall be charged at the rate of .5 days if such a day is used by the Union President. Said days may not be used in the event that the Union institutes an administrative or court proceeding or suit and the President, officers or members of the Association are required

to be present by direction of the Court, administrative tribunal or by way of subpoena. In such event, the teacher's absence shall be charged to personal leave.

ARTICLE III TEACHER BENEFITS

A. ACADEMIC FREEDOM

The parties agree that academic freedom and its attendant responsibilities are essential to the fulfillment of the purposes of the school system and acknowledge the fundamental need to protect teachers from censorship or restraint which interferes with the obligation to carry out their responsibilities with full intellectual honesty in the performance of their classroom functions.

B. PRIVATE LIFE OF A MEMBER

Except as it affects the teacher's responsibilities to and relationships with students and the school system, or falls within the purview of the Education Law, the private and personal life of a member of the Unit shall not be a matter of concern to the District with respect to discipline or discharge.

C. APPOINTMENT AND NOTICE

1. Following any hiring, transfer, or promotion, each Unit member so hired, transferred, or promoted, shall be furnished with written notice(s) of appointment containing the following: the name of the Unit member, the position for which said Unit member is hired, or to which he/she is transferred or promoted, the tenure area of such position, whether said Unit member will be on tenure or probation in said position, the salary schedule and step thereof on which said member will be placed, together with any additional salary differentials to which said Unit member will be entitled for reason of extracurricular duties, if known at the time of appointment.

2. A probationary Unit member whose services are to be terminated shall be afforded those rights granted by law. However, if such termination shall occur at the conclusion of the probationary period, the Unit member shall be tentatively notified, in writing, not less than 90 calendar days, and finally notified, in writing, not less than 45 calendar days prior to the conclusion of the probationary period.

3. Should termination in the case of a tenured or probationary member result from the abolition of a position, the Unit member shall be notified expeditiously in writing, but not later than fourteen (14) calendar days following the passage of the District's school budget or the second Friday in June, whichever is sooner.

4. The Association acknowledges it is to be the ethical and professional obligation of all Unit members to notify the District as soon as possible whenever a Unit member plans to terminate his/her employment in the District, however, not later than the fourth Friday in April. In the event of an unforeseen necessity (spouse's transfer, need for child care leave, etc.), the District is to be notified expeditiously within fourteen (14) days of the date the need becomes known to the Unit member.

D. DISRUPTIVE STUDENT

1. The parties acknowledge that the primary responsibility for dealing with discipline problems or disruptive incidents in the classroom lies with the teacher. In the ordinary case, the teacher's professional training and experience have equipped him/her to handle such problems in the professional and competent manner most likely to foster individual learning and a positive relationship between teacher and student. However, should an extraordinary incident arise and cause a disruption which interferes with the learning process in the classroom, maximum assistance will be made available to the teacher dealing with such a situation.

2. A student who threatens physical violence or who engages in such with respect to him/herself, his/her fellow students or a teacher may be directed by the teacher to report immediately to the principal or other designated supervisor under such procedure as may be prescribed by the District. Such student shall not be returned to the classroom before consultation between the teacher and the principal or other designated supervisor, and other professional personnel as deemed necessary.

3. Upon receipt of a report of behavior as described above, the District shall cause a suitable investigation to be made leading to action to best serve the needs of the school and the student.

4. Students who so seriously disrupt the classroom work as to impede effective instruction may be reported by the teacher to the principal or other supervisor. Such report may be in writing as determined by the principal or other designated supervisor and shall contain specific information on the disruptive behavior.

5. It is understood that the above procedure shall in no way be used to diminish the rights of any student.

E. FREE ATTENDANCE

1. Members of the Unit shall be granted free admission to all non-fund raising activities.

2. Members of the Unit recognize their obligation to continue to support school related activities.

F. JOB SECURITY

1. Abolition of Position Due to Declining Enrollment

With respect to the total number of members of the Unit employed on October 13, 1972, and the total enrollments as of that date by levels as noted below, the following adjustments shall be made:

For Primary, Intermediate, Junior High, and Senior High levels, a drop of twenty students in total enrollment in any one level shall result in the abolition of any one Full-Time Staff Position (or the equivalent thereof) at that level.

2. Rights Upon Termination Resulting From Position Abolition or Due to Program Abolition.

a. Upon termination because of abolition of position or program, for any member of the Unit who shall have completed five and one-half (5½) school years (as defined in the Agreement), of consecutive full-time service, the following provisions shall apply. For the purpose of this paragraph only, the term "consecutive service" shall include all periods of paid service in the District as well as up to two years of leave approved by the District whether paid or unpaid. Such members of the Unit shall be offered any position declared vacant within four (4) years from the date of termination subject to the rights of other teacher employees of the District pursuant to Section 2510 of the Education Law.

b. The refusal of a proffered position or positions by a member under this section shall not constitute a waiver of the requirement that such member be proffered any position which may become subsequently available during the four year period provided herein.

3. In order to be so appointed, the individual must either be certified for such vacancy or must agree to pursue immediately the necessary certification requirements and must complete the certification within one school year. The District shall assume the costs of tuition of a plan of study that has been mutually developed by the Superintendent and the teacher.

4. Credits earned as a result of District assumption of tuition shall not be eligible for salary progression for three years from the earliest date when they could have ordinarily been applied.

G. PROTECTION IN NEGLIGENCE OR DISCIPLINARY ACTIONS

1. The District shall save members of the Unit harmless from financial loss and provide attorney's fees and expenses necessarily incurred in defense of a teacher arising out of a claim, demand, suit, or judgment by reason of alleged negligence or other act by such teacher within or without school buildings provided such teacher, at the time of the act or alleged negligence, was acting in the discharge of his/her duties within the scope of his/her employment.

2. The District shall also provide an attorney or attorneys and pay such attorney's fees for the defense of any civil or criminal action or proceeding against any member of the Unit arising out of disciplinary action while in the discharge of his/her duties within the scope of his/her employment.

3. The District, however, shall not be subject to the duty imposed by the preceding paragraphs unless such member of the Unit shall, within ten (10) days of the time he/she is served, deliver the original summons or a copy of the same to the District Clerk.

H. NEW POSITIONS

For all positions in the District which require State Education Department Certification, notification of such vacancies will be made through publication or posting in the Principal's Office of each school. Members of the staff may refer individuals they believe to be qualified for such positions. In cases of emergency, for positions not within the Unit, full discretion shall be reserved to the Superintendent.

I. STUDY SKILLS

Each teacher shall continue to be responsible for the teaching of basic skills, and study skills, on a continuing basis beginning in grade one and progressing in difficulty as appropriate to the various grade levels or subjects covered.

J. TEACHER EVALUATION AND FILES

1. Tenure teachers shall be formally observed and provided with a written report thereof once each year and probationary teachers a minimum of four times per year and a maximum of eight times a year. It is understood that these numbers may be exceeded when, in the sole opinion of the evaluator there is a need for further formal observation, in which case the person shall be given the reasons for the additional observation and at least five days notification. During a formal observation as described above, no more than one observer shall be in a classroom at one time, unless requested by the teacher.

2. All monitoring or observation of the total work performance of a teacher shall continue to be conducted openly and with the full knowledge of the teacher. Any observed deficiencies must be reduced to writing and the procedure for formal observation set forth in paragraph "3" and "4" below shall apply.

3. The administration may prepare an annual summary evaluation report which, however, shall be based upon, and limited to the material contained in the formal observation reports and other materials relative to total work performance processed in accordance with the provisions of this section. All material upon which such annual summary evaluation report is based shall be annexed thereto when the report is placed in the teacher's personnel file.

4. Each teacher shall be given a copy of all District reports relative to his/her total work performance and shall be afforded an opportunity upon request to discuss the report(s) with the writer. The teacher shall thereafter sign such reports. Signature, however, shall not be an indication **per se** of agreement with contents of the reports.

5. Each teacher shall also receive a copy of any other material related to his or her total work performance which the District is to place in the teacher's file.

6. Upon written request to the District, each teacher shall have the right to review in the presence of a District designee, at a mutually convenient time, all of the contents of his/her personnel file excepting employment references given in connection with appointment. Upon gaining tenure, employment references shall be destroyed.

The review of the file may be held in the presence of one additional person selected by the teacher; similarly, there may be two representatives of the District. The teacher shall thereafter sign such reports. Signature, however, shall not be an indication **per se** of agreement with contents of the reports.

7. Confidential medical documents need not be contained physically in the personnel file. However, there shall be an indication in the file that such documents exist. The teacher may request a review of such documents. The District may, in its discretion, deny the request; and in such event, the medical report(s) shall not be used in any action concerning such a teacher.

8. Upon request and reasonable notice, the District shall provide to the teacher a duplicate copy of any material which did not originate with the teacher, and which he/she was not previously given and is not excepted above. The district reserves the right to charge a reasonable fee for such service.

9. Any material written pursuant to this section by a District employee which reflects upon the competence or performance of a member of the Unit is to be placed in the member's permanent personnel file in the District Office. Said material shall be promptly reduced to writing and a copy given to the member.

K. WEEKLY CALENDAR

Within each school building a procedure shall be established which shall provide for a brief centralized listing as of the Friday of the current week, of all events or responsibilities for that building of interest to members of the Unit for the coming week, including such events as meetings, special testings, and programs.

L. WORKSHOPS

All members of the Unit new to the District, and others who demonstrate lack of background or proficiency in a particular area of their responsibility, shall be required to attend workshops in such selected areas, as for example, use of audiovisual materials and equipment, test development, etc., if so assigned by the District. These workshops may possibly extend beyond or be scheduled before or after the teacher work day. Such workshops shall be developed if deemed necessary under the conditions established under Article II, Section C. Such workshops, if established, shall be offered without cost to the teacher. Teachers attending and satisfactorily completing such workshops, shall be given one half hour inservice credit for each eight hours of actual workshop attendance.

At the conclusion of the school year, the total number of hours spent in assigned workshops shall be computed and the appropriate inservice credit will be granted.

ARTICLE IV COMPENSATION AND INSURANCE BENEFITS

A. PROFESSIONAL COMPENSATION

1. Salaries: Basic and Extra

The basic salaries of the members are set forth in Appendix A as Schedules "A-1", "A-2", "A-3", "A-4" and "A-5" with their index ratios reflected in Schedule A-1i. X-schedule compensation is set forth in schedule B-1 and payment schedules are listed in Schedule B-2 which are annexed to and incorporated in this Agreement.

2. Salary Increments

a. Increments shall be granted on completion of a degree or each fifteen semester hours in accordance with the applicable year's schedule contained in the Appendix. The increment shall be granted upon verification of completion and shall be retroactive to the beginning of the semester following such completion in which the request is made.

b. For purposes of salary advancement hereunder, graduate degrees must be earned from an accredited institution. Doctoral degrees earned in professions other than education shall not be acceptable for progression on the salary schedule.

c. The total number of inservice credits which may be recognized for salary schedule progression shall not exceed thirty (30). This limit shall not apply retroactively to any member currently enjoying salary benefits based on more than thirty (30) units of inservice credit. All inservice credits proposed for salary progression must have been approved in writing by the District prior to the member's enrollment; the foregoing shall not apply to NYSUT, SCOPE, BOCES or Bay Shore inservice courses, which shall automatically count toward salary progression, upon completion by the member.

d. All other credits for salary progression shall be graduate level courses taken from an accredited institution. All such courses shall be in the following areas:

1. professional study in education
2. general liberal education
 - a. the humanities
 - b. natural sciences and math
 - c. social sciences
3. a specialized area in which the member is seeking certification

e. Graduate level courses for salary progression shall not require prior approval from the District provided they meet the criteria set forth above.

f. Salary progression beyond M+30 shall be subject to the following:

1. Only credits acquired after 7/1/88 shall be used for progression from M+60 to M+75. For progression from BA to M+60, credits acquired prior to and after 7/1/88 shall be used.

2. Those acquiring credits for an additional certificate need only submit an SED letter or form listing the necessary course requirements for the acquisition of the additional certification.

3. All other courses, inservice and/or graduate, are subject to prior approval of the Superintendent and must be directly related to the teacher's instructional responsibilities or be for curriculum or staffing purposes.

4. Double MA's on the Doctorate column will be placed on the new MA+75 column.

5. The Doctorate column will be abolished. Incumbents and those earning a Doctorate hereafter will receive a stipend of 5% of BA1 in addition to the applicable MA+75 salary.

6. The Superintendent or his/her designee shall respond to requests for course approval within fifteen (15) business days of the receipt of said request.

g, "X" Schedule for each year of the contract shall be as set forth in Appendices B-1 and B-2.

3. Extracurricular Salary

a. Any teacher who performs an approved extra duty beyond the standard working day, or ordinary classroom assignment, shall be entitled to extra pay in accordance with the "EXTENDED DUTY AND EXTRACURRICULAR ASSIGNMENT PAY SCHEDULES" as provided in Schedules "B-1" and "B-2" annexed to this Agreement. A teacher who performs less than such complete assignment shall be compensated proportionately.

b. The Association shall create an advisory placement committee, as stipulated in Appendix "C," which shall review all requests from members of the Unit for placement or movement on the extracurricular and extended duty salary schedule. The committee shall make its recommendation to the administrator responsible for supervision of the activity involved.

c. "X" schedule payments shall be made during the months of November, January, March and June.

4. Honorariums

The District shall provide an honorarium for service performed outside the regular teacher workday, involving additional supervision of student activities, when such duty has been assigned, except that:

The District shall not be required to provide an honorarium for the following activities:

When a teacher supervises an event related to his basic "X" schedule assignment.

When attendance at an event either during or after the teacher workday is voluntary.

5. Prior Service Credit

a. Allowance for credit for prior teaching experience may be granted by the Board of Education if the Superintendent of Schools shall so recommend.

b. Once prior salary schedule credit (transfer credit) has been given at the time of employment, it shall not thereafter be reduced except in a case where evidence submitted as the basis for granting such credit may be found to be incorrect.

6. Military Service Credit

Salary schedule credit for military service shall be granted for up to three years on the basis of one year credit for each year of U.S. Armed Forces military service or major fraction thereof.

7. Mileage

Any member of the Unit who is required to use his/her own automobile in the performance of his/her professional duties for the convenience of the District shall be reimbursed at the current IRS rate per traveled mile.

B. PAYROLL PROCEDURES

1. Salary Payments

a. A member of the Unit may choose one of the following methods of salary payment:

1. 1/26th of the annual salary, payable bi-weekly with the unpaid balance of the annual salary paid in the final bi-weekly payroll in June;

2. 1/21st of the annual salary, payable bi-weekly.
- b. Members of the Unit who join the staff after January 1st shall have option "2" for the remainder of the first school year.
- c. A member of the Unit who normally received his/her extracurricular or extended duty bi-weekly, and who is required to work through June 30, shall receive his/her bi-weekly check in mid-June and the balance of his/her annual salary on June 30 in accordance with Article 63 of the Education Law.
- d. Members of the Unit will be notified of scheduled pay days.

2. Dues Deduction

- a. The District shall deduct dues from all the members of the Association as certified by the Association and transmit the same to the Association. The District shall likewise deduct the Agency Fees of members of the Unit who are not members of the Association and transmit the same to the Association in accordance with the provisions of Article IIA above.
- b. After the first submission of the amount of dues and agency fees, such amount may be modified one additional time, in any school year, after three weeks' notice to the District.

C. INSURANCE BENEFITS

1. For the period July 1, 2009 through August 31, 2013, the parties agree that the District shall assume eighty-five (85%) percent of the family or individual premium for those unit members covered under the District's health insurance program.

Effective September 1, 2013, and henceforth, the parties agree that the District shall assume eighty-four (84%) percent of the family or individual premium for those unit members covered under the District's health insurance program.

The same dollar amount shall be applied to the health maintenance organization plan offered by the District. The District shall modify its cafeteria plan, previously established pursuant to the Internal Revenue Code, so that said plan shall contain the following additional elements:

- a. inclusion of employee contributions to health insurance.
 - b. optional inclusion of "buy-out" funds arising from a waiver of health insurance as more particularly otherwise described herein, for the purpose of establishing a medical reimbursement plan.
 - c. Notwithstanding the foregoing the Board of Education retains the right to change its current insurance carrier.
2. During the term of this Agreement, the District shall continue to pay 100 percent of the cost for "Group Excess Medical Insurance" coverage for active members only.
 3. Members of the Unit shall have the option of having the premium amount established under the agreed upon employee Health Plan applied to the HIP Option.

4. The District shall pay a minimum of \$331.51 in dental premiums per teacher, per year in each of the indicated years of the agreement. The District shall establish a committee including union representation, to search and review alternative dental plans.

5. The District shall provide a fully paid group term life insurance policy covering each full-time member of the Unit in the amount of \$25,000.00.

6. Those unit members who are enrolled in the agreed upon employee Health Plan under "Family Coverage" or "Individual Coverage" who subsequently drop all enrollment in the Plan due to access to the availability of coverage under the member's spouse's health insurance plan, shall be paid annually the sum of \$750, on or about Dec. 15 of each year. Should it become necessary for the member to re-enroll in the Health Plan due to unavailability of coverage under his/her spouse's plan, the District shall permit such re-enrollment and the member shall be charged back a pro-rata portion of the above referenced \$750, if the sum has been paid. Said pro-rata charge back shall be at the rate of \$62.50 per month, calculated from July 1st to the date of re-enrollment.

7. Members of the Unit shall be allowed to enroll for payroll deduction for the NYSUT Benefit Trust. Enrollment or withdrawal may take place only during September of each year of the Agreement.

8. Flexible Spending Plan: A study committee will be formed to study best implementation of Flex plan to be implemented no later than Jan. 1, 1994, at no cost to district. Committee shall be comprised of district and union representatives.

9. Retiree Health:

For the period of July 1, 2009 – June 30, 2013, for any member who retires, the District shall assume ninety-two and one-half (92.5%) percent of family or individual premium costs of the retiree medical insurance plan. Effective July 1, 2013, and henceforth, for any member who retires, the District shall assume ninety-two (92.%) percent of the family or individual premium costs of the retiree medical insurance plan.

10. Aflac Short-Term Disability Plan:

Unit members shall be allowed to enroll, through payroll deductions, in an Aflac New York short-term disability policy. The open enrollment and/or transfer/withdrawal period will take place during the months of November and December with coverage going into effect January 1 of the subsequent calendar year, or as available from Aflac New York.

11. Vision Care & Eye Examinations:

Annually, up to a maximum of \$100 will be allowed to each full-time member of the unit for a personal, medical eye examination and/or prescriptive vision care or combination thereof, contingent upon presentation of a receipt or other proof of the medical visit or prescription eye wear. If not fully used in any given fiscal year, this monetary benefit is lost and is not carried forward nor added to the following year's benefit.

D. TERMINAL LEAVE

Any member terminating his/her service with the District either by retirement, disability or resignation who has completed twenty (20) active full time years of teaching service in the District will be granted terminal leave for unused sick days at \$100 per day times his/her cumulative sick leave with a cap of \$20,000. After twenty-five or more years of active full time teaching service in the District, the member will be granted terminal leave for unused sick days at \$125 per day times his/her cumulative sick leave with a cap of \$25,000.

The terminal leave shall be in the form of a one-time, non-elective, non-discretionary, employer contribution.

The employer contribution as specified above shall be contributed to the provider selected by each eligible retiring unit member to receive employer contributions. If the employee does not designate a 403(b) account which can receive an employer non-elective contribution, the Employer shall deposit the contribution into a 403(b) account on behalf of the employee as required by law. Eligible unit members shall forthwith notify the District in writing of the total elective contribution, if any, made by them to any 403(b) accounts outside of that which they contribute as an employee of the Bay Shore Union Free School District.

Notwithstanding the amount of the non-elective employer contribution for each school year set forth above, the amount of the non-elective employer contribution shall not exceed the applicable annual contribution limits permitted under relevant law, i.e., Section 415(c)(1) of the Code. In the event that the aggregate employer non-elective contribution exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the eligible retiring unit member as compensation.

No employee may receive cash in lieu of or as an alternative to any employer non-elective contribution(s).

All non-elective employer contributions and excess compensation amounts shall be remitted by no later than thirty (30) days after the employee's retirement date, but no later than as otherwise required by applicable law.

Except in the case of disability retirement, in order to qualify for terminal leave, the District must be notified, in writing, by January 1 of the year in which the member will be terminating service to the District.

E. RETIREMENT INCENTIVE

1. The District shall offer a retirement incentive in each of the years of the agreement.

a. Notice Requirement

In order to participate in the above retirement incentive benefit program, the eligible member must submit, no later than January 1st of the year of retirement, an application for this benefit and an irrevocable resignation with the effective date of June 30th of the year of retirement.

b. Eligibility

For Year 1, any member who is eligible to retire, without penalty, from the New York State Teachers' Retirement System and who has fifteen (15) years of active full-time teaching service in Bay Shore.

For Years 2, 3, 4, and 5, any member who is first eligible to retire, without penalty, from the New York State Teachers' Retirement System and who has performed a minimum of fifteen (15) active full-time teaching years of service in the District. Members whose birthdays fall in July or August may opt for the incentive in either the year prior or after first year of eligibility.

At its sole discretion, the Board of Education, may waive the above requirement, thereby allowing a member to receive the incentive after first eligible to retire without penalty from the New York State Teachers' Retirement System.

In order to qualify for the retirement incentive, the District must be notified, in writing, by January 1 of the year in which the member will be retiring.

c. Incentive

Any member who meets the conditions set forth above shall be eligible to apply for and receive a pay differential of \$25,000 in the form of a non-elective, employer contribution as set forth herein.

1. The employer contribution as specified above shall be contributed to the provider selected by each eligible retiring unit member to receive employer contributions. If the employee does not designate a 403(b) account which can receive an employer non-elective contribution, the Employer shall deposit the contribution into a 403(b) account on behalf of the employee as required by law. Eligible unit members shall forthwith notify the District in writing of the total elective contribution, if any, made by them to any 403(b) accounts outside of that which they contribute as an employee of the Bay Shore Union Free School District.

Notwithstanding the amount of the non-elective employer contribution for each school year set forth above, the amount of the non-elective employer contribution shall not exceed the applicable annual contribution limits permitted under relevant law, i.e., Section 415(c)(1) of the Code. In the event that the aggregate employer non-elective contribution exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the eligible retiring unit member as compensation.

No employee may receive cash in lieu of or as an alternative to any employer non-elective contribution(s).

All non-elective employer contributions and excess compensation amounts shall be remitted by no later than thirty (30) days after the employee's retirement date, but no later than as otherwise required by applicable law.

2. This retirement incentive program and the District's obligation to make the aforesaid 403(b) incentive contributions hereunder shall expire in all respects and be of no further force and effect on June 30, 2014. Such expiration shall, however, not release the District of its obligations to make any non-elective employer contribution on behalf of any eligible employee retiring during the 2013-2014 school year, as provided herein, which obligation shall survive the June 30, 2014 expiration date. The

Association herewith waives the applicability of 209-a(1)(e) of the Taylor Law to the entirety of the provisions of this agreement.

3. The provisions of the employer (District) non-elective contribution provided herein shall be deemed incorporated into the Adoption Agreement completed and executed by the District on April 22, 2009, with the adoption of its Section 403(b) Retirement Incentive as is fully set forth herein.

ARTICLE V TEACHER WORKING CONDITIONS

A. CLASS SIZE

1. Consistent with available funds and facilities and the need for experimentation and innovation, as determined by the District in its discretion, the parties agree to the following class size standards:

For grades K-3, the class size average in each building shall be 25, with a minimum class size of 21, and a maximum class size of 28.

For grades 4-6, the class size average in each building shall be 27, with a minimum class size of 24 and a maximum class size of 30.

For grades 7-12, the class size average shall be between 25 and 30. Music Groups, special education classes, individual and small group instruction classes, and classes where special equipment is essential to the course, shall have enrollment suitable to the approved program designed for that course.

2. It is further agreed, that while it is the intention of the District to maintain class sizes as described above, the District may not be required to maintain said standards if to do so would require, after the beginning of a school year, either redistricting elementary school attendance zones or reassigning students to new classes.

B. FACULTY LOUNGE AND WORK AREAS

The District shall continue to provide for the furnishing, maintenance, and repair of existing faculty lounge and work areas, and the safe storage of personal belongings, instructional materials and supplies. Where it believes there is inadequate provision for those items, the Association shall notify the District to that effect and prompt action shall be taken. The teacher work areas shall contain functional equipment provided by the District to be used for preparation of instructional materials, including duplicating equipment or arrangements for duplicating services. There shall be at least two

designated teacher workrooms in each secondary school and at least one designated teacher workroom in each elementary school.

C. INTERCOM

There shall be a functioning two-way communications system in all classrooms.

D. LENGTH OF THE SCHOOL YEAR

The teacher work calendar shall consist of 180 student days, and a maximum of four additional conference days. The calendars for each year of this contract will be determined by the Board of Education after consultation with the Association. If New York State mandates, or gives school districts the option to mandate, a teacher work year greater than 184 days, and the Bay Shore School District opts for such additional days, the salary schedule will be increased by 1 /184th for each day in excess of 184 teacher days.

The work year for new hires shall include up to ten hours of additional uncompensated time for orientation, preparation, and in-service training.

E. LENGTH OF TEACHER WORKDAY

1. The normal workday of members of the Unit shall consist of seven hours and ten (10) minutes.

2. The school starting times shall be as established by the District.

3. Members of the Unit shall be required to be at their teaching stations at the start of the school day.

F. CLOSING DAY OF SCHOOL

On the closing day of school, the member's schedule shall be a maximum of six (6) hours including a 45 minute lunch period. Students, subject to the requirements of regulation and law, shall be in attendance for three (3) hours.

G. LUNCH PERIOD

The workday of the members of the Unit shall include a minimum of an uninterrupted duty-free lunch period of thirty (30) minutes a day. However, every reasonable effort shall be made to include a forty (40) minute, duty-free and uninterrupted lunch period daily.

H. MEETING ATTENDANCE

Members of the Unit may be required to attend no more than a yearly average of three (3) meetings per month which are outside the teacher workday and which are related to their basic classroom teaching assignments. Any meetings which qualify for inservice credit, or which are part of an orientation program for members of the Unit in their first full year in a new tenure area, shall be excluded from this total.

In addition to the above and to the current open house evening for each building, one fall and one spring evening parent conference at all levels (K-12) of 3 hours duration shall be established. Appointments shall be made by parents who are not able to avail themselves of day conferences to meet during these times. The current practice of day conferences shall continue. Different nights for different schools shall be scheduled.

I. PREPARATION TIME

1. Every classroom teacher in the intermediate and secondary schools shall be accorded a minimum daily average of forty (40) minutes preparation time.

2. Every classroom teacher in the primary schools shall be accorded a minimum daily average of thirty (30) minutes preparation time.

3. Such preparation time shall be scheduled within the normal student day and shall be averaged over the school year. In the elementary buildings, within available personnel programs and facilities, some preparation time within the student day will be assigned every day.

4. Teachers in grades "Kindergarten through six" may utilize that portion of the scheduled period, in which a consultant or specialist is giving instruction in Art, Library, or Music, which is necessary to meet the minimum preparation time standards outlined above. Utilization of any such preparation time within the period shall be as determined after consultation between the consultant and the teacher involved. After satisfaction of the minimum preparation time standard as established above, utilization of any remaining time within the consultant period shall be as determined by the Principal.

5. All preparation time shall be used for appropriate preparation activity except for the following specific modification. Members of the Unit may use scheduled preparation periods to attend to personal financial matters on pay days.

6. Districtwide committee shall be constituted consisting of an equal number of Superintendent's appointees and union appointees among which will be the Assistant Superintendent for Instruction, to study kindergarten and 6th grade preparation periods.

J. TRANSFERS

1. Voluntary

Teachers who wish to transfer may submit requests to transfer in writing to the District Office at any time. Such requests will be honored to the extent consistent with the needs and goals of the District.

2. Involuntary

a. The District may initiate transfers to meet overall staffing and educational

needs. The teacher, or a representative of his choosing, shall have the opportunity to meet with the immediate supervisor to discuss the impending transfer. Selection of a representative by either party shall require prior notification. Upon further request, an additional discussion may follow with a designee of the District Office.

b. If the involuntary transfer is due to a program or enrollment need, the transferee shall have first claim to the vacated post, if the vacated post is reactivated within a three-year period. To the extent possible, seniority shall be considered in transfers arising from program or enrollment needs.

c. The needs of the District, in the performance of its educational function, shall govern in making involuntary transfers or assignments.

K. SUBSTITUTE TEACHERS

1. The District shall attempt to secure qualified substitutes when regularly assigned teaching personnel are absent.

2. Regularly assigned members of the Unit in attendance shall not be required to substitute for an extended portion of the day, excepting in an emergency. Such emergency shall include:

Failure of a substitute to arrive on schedule;
Inability of the District to secure a substitute.

3. It is further understood that appropriate coverage, for less than half a teacher work day in order to permit attendance at meetings, inter-class visitation, or other District approved activities is considered within the scope of the responsibilities of members of the Unit.

L. TEACHER ASSIGNMENTS

1. Notice and Consultation

a. Except for circumstances beyond the control of the District, members of the Unit shall be given the scope and nature of their assignments for the coming year prior to the close of the current school year. They shall be consulted on the preparation of these schedules prior to their determination.

b. Teachers shall be informed of needed changes which are determined after the close of the school year because of such reasons as personnel changes or enrollment adjustments. A good faith effort shall be made to consult with members of the Unit prior to these changes.

2. Scheduling Goals

Scheduling goals for teachers of secondary academic classes will be to have no more than three (3) different preparations in no more than two (2) curriculum subjects. For assignment of these, the goal shall be no more than three (3) regular academic classes

in succession.

M. NON-TEACHING DUTIES

Non-teaching duties shall be assigned on an equitable, rotating basis, annually.

N. PROFESSIONAL DEVELOPMENT

Each year the District and the Union shall participate in a program of staff development. Fifteen (15) hours shall be held during the normal member workday, for example, during scheduled Superintendent Conference Days.

ARTICLE VI LEAVES AND EXCUSED ABSENCES

A. SICK LEAVE AND PERSONAL LEAVE

1. Annual Cumulative Sick Leave

Each member of the Unit shall be accorded annual cumulative sick leave as prescribed by the Education Law but, in any event, not less than ten (10) days per year, cumulative to a maximum of 150 days.

2. Personal Leave Days

a. Personal leave is leave for important affairs requiring the member's presence and which cannot be conducted outside of school hours. Personal leave shall not be used to extend a holiday, vacation or recess period. If a requested personal leave day falls on a day immediately preceding or following such period, the member applying for such personal leave day may submit his/her request with reason either in writing, or orally if the matter is of a very delicate nature, directly to the Superintendent or his designee.

b. Members of the Unit shall be granted up to a maximum of three (3) days leave per year to attend to personal business. On an annual basis, all unused personal days are converted to sick days.

c. Requests for use of personal leave shall be submitted, except in the case of emergency, at least 5 days prior to the requested day of use. If the teacher meeting the five day notice requirement is not notified of approval or disapproval of a personal leave day on the day prior to the requested leave day, then the requested leave day will be deemed approved. No reason for the use of personal leave need be given by the member, except as provided for in Section 2(a) and 3(d) hereof.

3. Teacher Attendance Review

Should an administrator be concerned with a member's attendance record, he/she shall take the following steps:

a. Send a note to the member asking for a meeting to discuss the member's attendance. The member will be advised of his/her right to have a Union representative present at this meeting.

b. After a reasonable period of time, if the administrator still feels that the member has abused sick leave and/or personal leave, the administrator shall cause a

meeting to occur between the affected member, his/her Union representative and the Superintendent or his/her designee. The purpose for said meeting shall be to conduct a complete review of the member's attendance record.

c. At the discretion of the Superintendent, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the member.

d. If after a reasonable period of time following this meeting, the alleged problem persists, the administrator may cite his/her concerns in a written communique (letter or evaluation report) to the member, as well as initiate whatever action he/she deems appropriate, consistent with the terms of the contract and the law, in order to correct the alleged problem. (The foregoing may include appropriate disciplinary procedures provided by law, the requirement of a physician's statement to substantiate the appropriate use of sick leave or the requirement of a statement and/or other documents to substantiate the appropriate use of personal leave.)

e. Nothing hereinabove set forth shall preclude the District from taking action in accordance with law, pursuant to Sec. 3020-a of the Education Law.

B. OTHER LEAVES WITH PAY

Leaves of absence with pay for up to the number of days per school year as specified in each of the following categories may be granted at the discretion of the District pursuant to the following:

1. Extended Leave for Personal Illness, Accident or Disability

a. Where extended sick leave, at the sole discretion of the District, has been granted, a twenty-five (25) calendar day waiting period shall be applied. The District shall deduct such waiting period from the member's accumulated sick leave. If the employee does not have the minimum of twenty-five (25) days accumulated sick leave, the District may apply the aforementioned waiting period, before the payment of salary under the extended sick leave policy.

b. The maximum period of coverage of extended sick leave shall be the same as the number of teacher work days in the school calendar for that year. Extension shall become effective upon the recommendation by the Superintendent and approval of the Board of Education. The District reserves the right to require further medical evaluation at any time at District expense.

2. Court Appearance

Absence in the event of required appearance for court, jury duty, or hearing, or for court or hearing appearance at the request or on behalf of the District. No payment shall be made by the District in any court or hearing matter in which the interests of the member of the Unit and the District are adverse to each other, except in a District initiated court or hearing action, where a member of the Unit is required to be in attendance as a party to the action or as a potential witness.

3. Visitation and Observation

Absence in order to visit and observe the operation of another school.

4. Professional Study

Absence to fulfill definite professional study commitments during the last week of the school year, without loss of salary due, provided that any absence

occasioned thereby does not work undue hardship upon the students, members of the Unit, or the District, and the member shall have made every effort to avoid the need.

C. LEAVES WITHOUT PAY

1. Extended leaves without pay for up to two years shall be granted for the purpose of child care, or public or professional service in an elective or appointed office. Service through exchange teaching, Peace Corps, VISTA, Teacher Corps, and State or National office of a teacher organization shall meet this standard. Any transfer credit for teaching service during such leave shall be extended subsequent to the District's evaluation of the nature of the leave, the actual assignment, and other factors.

2. Extended leaves without pay for up to two years shall be granted for the purpose of teaching in another District in an experimental or innovative school or in rural or urban ghetto school if approved by the District. Should such leave be approved, individuals shall be entitled to full credit as transfer credit for the period of professional service during such leave.

3. Unit members who have completed 10 years of active service to the District, who have not previously been granted an unpaid leave of absence of any kind within the last 10 years, shall be granted, upon request, an unpaid leave of up to two years. The request for such leave (or a request to extend a one year unpaid leave for a second year) must be filed with the Superintendent on or before March 15 of the school year prior to the school year such leave becomes effective.

4. Once begun, however, termination of all extended leaves without pay shall coincide with the first day of the first semester of the school year in order to facilitate continuity of instruction and orderly staffing of the schools, except in cases of exceptional circumstances or emergency. Extended leaves without pay shall normally begin with the first day of the first or second semester, except in emergencies, or child care leave. In the event that a member, due to exceptional circumstances or emergency, returns to employment at a time other than the first day of the first semester of a school year, he/she shall be assigned to professional duties by the District with no loss of seniority. Such assignment may be continued for no more than the balance of the school year within which the teacher returns, unless a sooner return to an assignment similar to the teacher's original assignment is feasible and educationally sound.

ARTICLE VII PROFESSIONAL DEVELOPMENT FUND

A. A Development Fund to be used for the professional development of the school year of the agreement.

B. The Professional Development Fund shall be comprised of the following:

1. A Local Professional Development Committee (PDC) comprised of two (2) teachers selected by the Union President, two (2) local management (one shall be the

Principal or his or her designee and one may be at-large) and two (2) non-voting parents who are local to the building in question.

2. A Central PDC composed of seven (7) individuals selected by the Union, in accordance with its past practice.

C. Procedures for applications for leave under the PDF

1. Inservice Leaves

a. Inservice leaves shall be those where the member of the Unit shall be absent from his or her assigned position for less than six (6) days.

b. The member shall submit his or her application to the Local PDC. Such application shall include a proposal by the teacher for reporting, in writing to the Local PDC, on the activities set forth.

c. The Local PDC shall pass on all applications submitted to it and shall report its reasons for its actions to each applicant.

The Local PDC shall forward all applications that it endorses and those that it does not endorse to the Central PDC described below. Any two (2) votes from voting members of the Local PDC shall move an application to the Central PDC as an endorsed proposal.

d. The Central PDC shall make its recommendations to the Superintendent, who, after consulting with appropriate administrators, shall either approve or deny the application based on the criteria listed in paragraph 5.

e. The Superintendent shall approve or disapprove the Central PDC recommendations within seven (7) working days of receipt if submitted during September or October, ten (10) working days of receipt at other times of the year.

2. Special Grant Leaves

a. Special grant leaves shall be those which require that the member be absent from his or her assigned position for more than five (5) days.

b. The member shall submit his or her application to the Local PDC. The Local PDC shall pass on all applications submitted to it and shall report its reasons for its actions to each applicant.

The Local PDC shall forward all applications that it endorses and those that it does not endorse to the Central PDC. Any two (2) votes from voting members shall move an application to the Central PDC as an endorsed proposal.

c. The Central PDC shall make its recommendations to the Superintendent, who, after consultation with appropriate administrators, shall either approve or deny the application based on the criteria listed in paragraph 5.

d. The Superintendent shall notify the member and the Central PDC of his or her decision within thirty (30) calendar days of receipt of the application from the Central PDC.

e. In the event that a special grant leave shall require the member to be absent from his or her assigned position for more than twenty (20) days, the Board of Education must act on the Superintendent's recommendation.

f. In no event, will more than four (4) meritorious full year equivalent special grant leaves be granted during any year of this contract.

3. In the event that the Superintendent shall deny any application which has received the approval of the Central PDC, he or she shall notify the member and the Central PDC, in writing, of the reasons for said denial.

4. The Superintendent may reject individual applications to the Central PDC, if the criteria listed in paragraph 5 are not met. However, he or she may not reject the total expenditure listed in paragraph A, if there are adequate acceptable proposals.

5. The following criteria shall be used by the Local PDC, the Central PDC and the Superintendent in acting upon any application under Article VII.

- Benefit to the Individual (in his or her professional capacity) and to the District

6. The PDF shall be charged a maximum of fifty-five dollars (\$55.00) per day for substitute costs for any PDF leave of less than twenty (20) consecutive days.

The PDF shall be charged a maximum of seventy-five dollars (\$75.00) per day for any PDF leave greater than twenty (20) consecutive days, plus the District contribution to the NYSTRS resulting from payment of such substitute if required by the Contract between the District and the Bay Shore Substitute Teachers Association.

However, the total cost to the PDF for substitute costs plus retirement contributions shall not exceed ten thousand dollars (\$10,000) per leave, per school year, or appropriate pro-rata sum for leaves less than a school year.

7. Salary credit shall be granted to the member for all course work accomplished hereunder which conforms to the standards set forth in this provision.

8. Any denial hereunder by either the Superintendent of Schools or Board may be immediately submitted to the third procedural stage of the grievance procedure.

ARTICLE VIII SCOPE AND SEVERABILITY

A. SEVERANCE, LIMITATION, AND SUPERSEDURE

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

2. Where the provisions of this Agreement are in conflict with any other District determination, the provisions of the Agreement shall be controlling. If there are terms and conditions of employment not covered by the Agreement, such shall continue to be subject to the District's authority and control under applicable legislative enactment.

3. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, that this Agreement constitutes the entire agreement of the parties, and, therefore, the parties agree that no additional negotiations of this Agreement shall be conducted on any item, whether contained herein or not, except by mutual consent.

ARTICLE IX MANAGEMENT RIGHTS

The District is charged by law to have in all respects the superintendence, management, and control of the District. Except as limited herein, nothing contained is intended nor shall it have the effect of abridging or violating the rights or obligations accorded to or imposed upon the District by the Laws of the State of New York.

ARTICLE X TERM OF AGREEMENT

This agreement shall take effect on July 1, 2009 and shall remain in full force and effect through June 30, 2014.

IN WITNESS WHEREOF, the above agreement has been made and executed the day and year first above written pursuant to the resolution of the Board of Education adopted April 1, 2009, and pursuant to ratification by the members of the Association on March 30, 2009.

BAY SHORE UNION FREE SCHOOL DISTRICT
Town of Islip
Suffolk County, New York

By: *Evelyn Holman*
DR. EVELYN BLOSE HOLMAN
Superintendent, B.S.U.F.S.D.

BAY SHORE CLASSROOM TEACHERS
ASSOCIATION
45 Third Avenue
Bay Shore, NY 11706

By: *Darlene Darch*
Darlene Darch
President, B.S.C.T.A.

APPENDIX A

A. Salary Schedules

	Percentage increase on base
Schedule A-1 2009-2010	1% effective July 1, 2009
Schedule A-2 2010-2011	2.85% effective July 1, 2010
Schedule A-3 2011-2012	3.25% effective July 1, 2011
Schedule A-4 2012-2013	3.75% effective July 1, 2012
Schedule A-5 2013-2014	3.9% effective July 1, 2013

2009-2010 TEACHER SALARY SCHEDULE (@ 1.00%)

STEP	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75
1	45,990	48,290	50,589	51,122	51,651	52,889	55,188	57,488	59,787	62,087	64,386
2	48,290	50,589	52,889	53,417	53,946	55,188	57,488	59,787	62,087	64,386	66,686
3	50,598	52,889	55,188	55,717	56,250	57,488	59,787	62,087	64,386	66,686	68,985
4	52,889	55,188	57,488	58,021	58,554	59,787	62,087	64,386	66,686	68,985	71,285
5	55,648	57,947	60,247	60,776	61,305	62,546	64,846	67,145	69,445	71,744	74,044
6	58,407	60,707	63,006	63,540	64,069	65,306	67,605	69,905	72,204	74,504	76,803
7	61,167	63,466	65,766	66,299	66,828	68,065	70,365	72,664	74,964	77,263	79,563
8	63,926	66,226	68,525	69,059	69,587	70,825	73,124	75,424	77,723	80,023	82,322
9	66,686	68,985	71,285	71,813	72,342	73,584	75,884	78,183	80,483	82,782	85,082
10	68,985	71,285	73,584	74,117	74,646	75,884	78,183	80,483	82,782	85,082	87,381
11	71,285	73,584	75,884	76,417	76,946	78,183	80,483	82,782	85,082	87,381	89,681
12	73,584	75,884	78,183	78,712	79,245	80,483	82,782	85,082	87,381	89,681	91,980
13	75,884	78,183	80,483	81,011	81,545	82,782	85,082	87,381	89,681	91,980	94,280
14	78,183	80,483	82,782	83,315	83,844	85,082	87,381	89,681	91,980	94,280	96,579
15	80,483	82,782	85,082	85,610	86,144	87,381	89,681	91,980	94,280	96,579	98,879
16	82,782	85,082	87,381	87,910	88,439	89,681	91,980	94,280	96,579	98,879	101,178
17	86,001	88,301	90,600	91,129	91,663	92,900	95,199	97,499	99,798	102,098	104,397
18	89,681	91,980	94,280	94,813	95,342	96,579	98,879	101,178	103,478	105,777	108,077
19	92,440	94,739	97,039	97,572	98,101	99,338	101,638	103,937	106,237	108,536	110,836
20	92,440	94,739	97,039	97,572	98,101	99,338	101,638	103,937	106,237	108,536	110,836
21	95,199	97,499	99,798	100,332	100,861	102,098	104,397	106,697	108,996	111,296	113,595
22	95,199	97,499	99,798	100,332	100,861	102,098	104,397	106,697	108,996	111,296	113,595
23	97,959	100,258	102,558	103,091	103,620	104,857	107,157	109,456	111,756	114,055	116,355
24	100,718	103,018	105,317	105,846	106,379	107,617	109,916	112,216	114,515	116,815	119,114
25	101,568	103,868	106,167	106,696	107,229	108,467	110,766	113,066	115,365	117,665	119,964

- Upon attaining tenure, add .05 of B1 (i.e., \$2,300 for 2009-10) to scheduled salary cell.
- For earned Doctorate, add .05 of B1 (i.e., \$2,300 for 2009-10) to cells in M75 column.
- For Step 25, same index as step 24, with \$850 added.

2010-2011 TEACHER SALARY SCHEDULE (@ 2.85%)

STEP	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75
1	47,301	49,666	52,031	52,580	53,124	54,396	56,761	59,126	61,491	63,856	66,221
2	49,666	52,031	54,396	54,940	55,484	56,761	59,126	61,491	63,856	66,221	68,586
3	52,041	54,396	56,761	57,305	57,854	59,126	61,491	63,856	66,221	68,586	70,952
4	54,396	56,761	59,126	59,675	60,224	61,491	63,856	66,221	68,586	70,952	73,317
5	57,234	59,599	61,964	62,508	63,052	64,329	66,694	69,059	71,425	73,790	76,155
6	60,072	62,437	64,802	65,351	65,895	67,167	69,532	71,898	74,263	76,628	78,993
7	62,910	65,275	67,640	68,189	68,733	70,005	72,371	74,736	77,101	79,466	81,831
8	65,748	68,113	70,478	71,027	71,571	72,844	75,209	77,574	79,939	82,304	84,669
9	68,586	70,952	73,317	73,861	74,404	75,682	78,047	80,412	82,777	85,142	87,507
10	70,952	73,317	75,682	76,230	76,774	78,047	80,412	82,777	85,142	87,507	89,872
11	73,317	75,682	78,047	78,595	79,139	80,412	82,777	85,142	87,507	89,872	92,237
12	75,682	78,047	80,412	80,956	81,504	82,777	85,142	87,507	89,872	92,237	94,602
13	78,047	80,412	82,777	83,321	83,869	85,142	87,507	89,872	92,237	94,602	96,967
14	80,412	82,777	85,142	85,690	86,234	87,507	89,872	92,237	94,602	96,967	99,332
15	82,777	85,142	87,507	88,051	88,600	89,872	92,237	94,602	96,967	99,332	101,697
16	85,142	87,507	89,872	90,416	90,960	92,237	94,602	96,967	99,332	101,697	104,062
17	88,453	90,818	93,183	93,727	94,276	95,548	97,913	100,278	102,643	105,008	107,373
18	92,237	94,602	96,967	97,516	98,060	99,332	101,697	104,062	106,427	108,792	111,157
19	95,075	97,440	99,805	100,354	100,898	102,170	104,535	106,900	109,265	111,630	113,995
20	95,075	97,440	99,805	100,354	100,898	102,170	104,535	106,900	109,265	111,630	113,995
21	97,913	100,278	102,643	103,192	103,736	105,008	107,373	109,738	112,103	114,468	116,833
22	97,913	100,278	102,643	103,192	103,736	105,008	107,373	109,738	112,103	114,468	116,833
23	100,751	103,116	105,481	106,030	106,574	107,846	110,211	112,576	114,941	117,306	119,672
24	103,589	105,954	108,319	108,863	109,412	110,684	113,049	115,414	117,779	120,145	122,510
25	104,439	106,804	109,169	109,713	110,262	111,534	113,899	116,264	118,629	120,995	123,360

- Upon attaining tenure, add .05 of B1 (i.e., \$2,365 for 2010-11) to scheduled salary cell.
- For earned Doctorate, add .05 of B1 (i.e., \$2,365 for 2010-11) to cells in M75 column.
- For Step 25, same index as step 24, with \$850 added.

2011-2012 TEACHER SALARY SCHEDULE (@ 3.25%)

STEP	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75
1	48,838	51,280	53,722	54,288	54,850	56,164	58,606	61,048	63,489	65,931	68,373
2	51,280	53,722	56,164	56,725	57,287	58,606	61,048	63,489	65,931	68,373	70,815
3	53,732	56,164	58,606	59,167	59,734	61,048	63,489	65,931	68,373	70,815	73,257
4	56,164	58,606	61,048	61,614	62,181	63,489	65,931	68,373	70,815	73,257	75,699
5	59,094	61,536	63,978	64,539	65,101	66,420	68,862	71,303	73,745	76,187	78,629
6	62,024	64,466	66,908	67,475	68,036	69,350	71,792	74,234	76,676	79,118	81,559
7	64,955	67,396	69,838	70,405	70,966	72,280	74,722	77,164	79,606	82,048	84,490
8	67,885	70,327	72,769	73,335	73,897	75,211	77,652	80,094	82,536	84,978	87,420
9	70,815	73,257	75,699	76,261	76,822	78,141	80,583	83,025	85,467	87,908	90,350
10	73,257	75,699	78,141	78,707	79,269	80,583	83,025	85,467	87,908	90,350	92,792
11	75,699	78,141	80,583	81,149	81,711	83,025	85,467	87,908	90,350	92,792	95,234
12	78,141	80,583	83,025	83,586	84,153	85,467	87,908	90,350	92,792	95,234	97,676
13	80,583	83,025	85,467	86,028	86,595	87,908	90,350	92,792	95,234	97,676	100,118
14	83,025	85,467	87,908	88,475	89,037	90,350	92,792	95,234	97,676	100,118	102,560
15	85,467	87,908	90,350	90,912	91,478	92,792	95,234	97,676	100,118	102,560	105,002
16	87,908	90,350	92,792	93,354	93,915	95,234	97,676	100,118	102,560	105,002	107,444
17	91,327	93,769	96,211	96,772	97,339	98,653	101,095	103,537	105,978	108,420	110,862
18	95,234	97,676	100,118	100,684	101,246	102,560	105,002	107,444	109,886	112,327	114,769
19	98,164	100,606	103,048	103,615	104,176	105,490	107,932	110,374	112,816	115,258	117,700
20	98,164	100,606	103,048	103,615	104,176	105,490	107,932	110,374	112,816	115,258	117,700
21	101,095	103,537	105,978	106,545	107,107	108,420	110,862	113,304	115,746	118,188	120,630
22	101,095	103,537	105,978	106,545	107,107	108,420	110,862	113,304	115,746	118,188	120,630
23	104,025	106,467	108,909	109,475	110,037	111,351	113,793	116,234	118,676	121,118	123,560
24	106,955	109,397	111,839	112,401	112,967	114,281	116,723	119,165	121,607	124,049	126,490
25	107,805	110,247	112,689	113,251	113,817	115,131	117,573	120,015	122,457	124,899	127,340

- Upon attaining tenure, add .05 of B1 (i.e., \$2,442 for 2011-12) to scheduled salary cell.
- For earned Doctorate, add .05 of B1 (i.e., \$2,442 for 2011-12) to cells in M75 column.
- For Step 25, same index as step 24, with \$850 added.

2012-2013 TEACHER SALARY SCHEDULE (@3.75%)

STEP	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75
1	50,669	53,202	55,736	56,324	56,906	58,269	60,803	63,336	65,870	68,403	70,937
2	53,202	55,736	58,269	58,852	59,435	60,803	63,336	65,870	68,403	70,937	73,470
3	55,746	58,269	60,803	61,385	61,973	63,336	65,870	68,403	70,937	73,470	76,004
4	58,269	60,803	63,336	63,924	64,512	65,870	68,403	70,937	73,470	76,004	78,537
5	61,309	63,843	66,376	66,959	67,542	68,910	71,443	73,977	76,510	79,044	81,577
6	64,350	66,883	69,417	70,004	70,587	71,950	74,483	77,017	79,550	82,084	84,617
7	67,390	69,923	72,457	73,044	73,627	74,990	77,524	80,057	82,590	85,124	87,657
8	70,430	72,963	75,497	76,085	76,667	78,030	80,564	83,097	85,631	88,164	90,698
9	73,470	76,004	78,537	79,120	79,702	81,070	83,604	86,137	88,671	91,204	93,738
10	76,004	78,537	81,070	81,658	82,241	83,604	86,137	88,671	91,204	93,738	96,271
11	78,537	81,070	83,604	84,192	84,774	86,137	88,671	91,204	93,738	96,271	98,805
12	81,070	83,604	86,137	86,720	87,308	88,671	91,204	93,738	96,271	98,805	101,338
13	83,604	86,137	88,671	89,253	89,841	91,204	93,738	96,271	98,805	101,338	103,871
14	86,137	88,671	91,204	91,792	92,375	93,738	96,271	98,805	101,338	103,871	106,405
15	88,671	91,204	93,738	94,320	94,908	96,271	98,805	101,338	103,871	106,405	108,938
16	91,204	93,738	96,271	96,854	97,436	98,805	101,338	103,871	106,405	108,938	111,472
17	94,751	97,284	99,818	100,401	100,988	102,351	104,885	107,418	109,952	112,485	115,019
18	98,805	101,338	103,871	104,459	105,042	106,405	108,938	111,472	114,005	116,539	119,072
19	101,845	104,378	106,912	107,499	108,082	109,445	111,978	114,512	117,045	119,579	122,112
20	101,845	104,378	106,912	107,499	108,082	109,445	111,978	114,512	117,045	119,579	122,112
21	104,885	107,418	109,952	110,539	111,122	112,485	115,019	117,552	120,086	122,619	125,152
22	104,885	107,418	109,952	110,539	111,122	112,485	115,019	117,552	120,086	122,619	125,152
23	107,925	110,458	112,992	113,580	114,162	115,525	118,059	120,592	123,126	125,659	128,193
24	110,965	113,499	116,032	116,615	117,202	118,565	121,099	123,632	126,166	128,699	131,233
25	111,815	114,349	116,882	117,465	118,052	119,415	121,949	124,482	127,016	129,549	132,083

- Upon attaining tenure, add .05 of BI (i.e., \$2,533 for 2012-13) to scheduled salary cell.
- For earned Doctorate, add .05 of BI (i.e., \$2,533 for 2012-13) to cells in M75 column.
- For Step 25, same index as step 24, with \$850 added.

2013-2014 TEACHER SALARY SCHEDULE (@ 3.90%)

STEP	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75
1	52,645	55,277	57,910	58,520	59,126	60,542	63,174	65,806	68,439	71,071	73,703
2	55,277	57,910	60,542	61,147	61,753	63,174	65,806	68,439	71,071	73,703	76,335
3	57,920	60,542	63,174	63,779	64,390	65,806	68,439	71,071	73,703	76,335	78,968
4	60,542	63,174	65,806	66,417	67,028	68,439	71,071	73,703	76,335	78,968	81,600
5	63,700	66,333	68,965	69,570	70,176	71,597	74,229	76,862	79,494	82,126	84,758
6	66,859	69,491	72,124	72,734	73,340	74,756	77,388	80,020	82,653	85,285	87,917
7	70,018	72,650	75,282	75,893	76,498	77,915	80,547	83,179	85,811	88,444	91,076
8	73,177	75,809	78,441	79,052	79,657	81,073	83,706	86,338	88,970	91,602	94,235
9	76,335	78,968	81,600	82,205	82,811	84,232	86,864	89,497	92,129	94,761	97,393
10	78,968	81,600	84,232	84,843	85,448	86,864	89,497	92,129	94,761	97,393	100,026
11	81,600	84,232	86,864	87,475	88,080	89,497	92,129	94,761	97,393	100,026	102,658
12	84,232	86,864	89,497	90,102	90,713	92,129	94,761	97,393	100,026	102,658	105,290
13	86,864	89,497	92,129	92,734	93,345	94,761	97,393	100,026	102,658	105,290	107,922
14	89,497	92,129	94,761	95,372	95,977	97,393	100,026	102,658	105,290	107,922	110,555
15	92,129	94,761	97,393	97,999	98,609	100,026	102,658	105,290	107,922	110,555	113,187
16	94,761	97,393	100,026	100,631	101,236	102,658	105,290	107,922	110,555	113,187	115,819
17	98,446	101,078	103,711	104,316	104,927	106,343	108,975	111,607	114,240	116,872	119,504
18	102,658	105,290	107,922	108,533	109,138	110,555	113,187	115,819	118,451	121,084	123,716
19	105,816	108,449	111,081	111,692	112,297	113,713	116,345	118,978	121,610	124,242	126,874
20	105,816	108,449	111,081	111,692	112,297	113,713	116,345	118,978	121,610	124,242	126,874
21	108,975	111,607	114,240	114,850	115,456	116,872	119,504	122,136	124,769	127,401	130,033
22	108,975	111,607	114,240	114,850	115,456	116,872	119,504	122,136	124,769	127,401	130,033
23	112,134	114,766	117,398	118,009	118,614	120,031	122,663	125,295	127,927	130,560	133,192
24	115,293	117,925	120,557	121,162	121,773	123,189	125,822	128,454	131,086	133,718	136,351
25	116,143	118,775	121,407	122,012	122,623	124,039	126,672	129,304	131,936	134,568	137,201

- Upon attaining tenure, add .05 of B1 (i.e., \$2,632 for 2013-14) to scheduled salary cell.
- For earned Doctorate, add .05 of B1 (i.e., \$2,632 for 2013-14) to cells in M75 column.
- For Step 25, same index as step 24, with \$850 added.

APPENDIX B

EXTENDED DUTY AND ASSIGNMENT PAY SCHEDULES

All 2009-2014 pay schedules for clubs, intramurals, supervision, home teaching, committee work, curriculum writing, etc. (as previously listed in Appendix B, Schedule B-2) shall be adjusted each year as follows:

2009-2010 (@1.00%)					
	A	B	C	D	E
Step 1	2,564	3,416	4,272	5,125	5,979
2	2,774	3,631	4,486	5,340	6,191
3	2,987	3,846	4,700	5,553	6,408
4	3,203	4,059	4,913	5,768	6,620
5	3,416	4,272	5,125	5,979	6,835

2010-2011 (@2.85%)					
	A	B	C	D	E
Step 1	2,637	3,513	4,394	5,271	6,149
2	2,853	3,734	4,614	5,492	6,367
3	3,072	3,956	4,834	5,711	6,591
4	3,294	4,175	5,053	5,932	6,809
5	3,513	4,394	5,271	6,149	7,030

2011-2012 (@3.25%)					
	A	B	C	D	E
Step 1	2,723	3,627	4,537	5,442	6,349
2	2,946	3,855	4,764	5,670	6,574
3	3,172	4,085	4,991	5,897	6,805
4	3,401	4,311	5,217	6,125	7,030
5	3,627	4,537	5,442	6,349	7,258

2012-2013 (@3.75%)					
	A	B	C	D	E
Step 1	2,825	3,763	4,707	5,646	6,587
2	3,056	4,000	4,943	5,883	6,821
3	3,291	4,238	5,178	6,118	7,060
4	3,529	4,473	5,413	6,355	7,294
5	3,763	4,707	5,646	6,587	7,530

2013-2014 (@3.90%)					
	A	B	C	D	E
Step 1	2,935	3,910	4,891	5,866	6,844
2	3,175	4,156	5,136	6,112	7,087
3	3,419	4,403	5,380	6,357	7,335
4	3,667	4,647	5,624	6,603	7,578
5	3,910	4,891	5,866	6,844	7,824

APPENDIX B-2

**EXTENDED DUTY AND EXTRACURRICULAR ASSIGNMENT
PAY SCHEDULES FOR INTRAMURALS AND ELEMENTARY CLUBS**

ACTIVITY		09-10	10-11	11-12	12-13	13-14
<u>Clubs - Elementary (4-6)</u>						
A.	Chess Club (1 unit)	424	436	450	467	485
	Computer Club (1 unit)	424	436	450	467	485
	Drama (1 unit)	424	436	450	467	485
	Math Club (1 unit)	424	436	450	467	485
	Writing Club (1 unit)	424	436	450	467	485
<u>Intramurals - Elementary (4-6)</u>						
B.	Basketball (1 unit)	424	436	450	467	485
	Bowling (1 unit)	424	436	450	467	485
	Dance (1 unit)	424	436	450	467	485
	Floor Hockey (1 unit)	424	436	450	467	485
	Gymnastics (1 unit)	424	436	450	467	485
	Soccer (1 unit)	424	436	450	467	485
	Softball (1 unit)	424	436	450	467	485
	Track (1 unit)	424	436	450	467	485
	Volleyball (1 unit)	424	436	450	467	485
<u>Intramurals - Secondary</u>						
C.	Badminton (1 unit)	424	436	450	467	485
	Basketball (1 unit)	424	436	450	467	485
	Bowling (1 unit)	424	436	450	467	485
	Dancercise (1 unit)	424	436	450	467	485
	Flag Football (1 unit)	424	436	450	467	485
	Floor Hockey (1 unit)	424	436	450	467	485
	Frisbee (1 unit)	424	436	450	467	485
	Golf (1 unit)	424	436	450	467	485
	Gymnastics (1 unit)	424	436	450	467	485
	Indoor Hockey (1 unit)	424	436	450	467	485
	Indoor Soccer (1 unit)	424	436	450	467	485
	Jazzercise (1 unit)	424	436	450	467	485
	LaCrosse (1 unit)	424	436	450	467	485
	Sat. Basketball (1 unit)	424	436	450	467	485
	Sat. Recreation (1 unit)	424	436	450	467	485
	Soccer (1 unit)	424	436	450	467	485
	Softball (1 unit)	424	436	450	467	485
Volleyball (1 unit)	424	436	450	467	485	
Weight Training (1 unit)	424	436	450	467	485	

*** 1 Unit = 12 Sessions ***

SCHEDULE B-2 (cont'd)**D. ATHLETIC**

ACTIVITY	CAPACITY	09-10	10-11	11-12	12-13	13-14
Varsity Football	Crowd Supervision	\$72	\$74	\$76	\$79	\$82
	Ticket Taker	72	74	76	79	82
	Announcer	72	74	76	79	82
	Film Taker	72	74	76	79	82
Basketball	Crowd Supervision	86	88	91	94	98
	Ticket Taker	86	88	91	94	98
	Scorer	86	88	91	94	98
	Timer	86	88	91	94	98
		Single Game				
	Crowd Supervision	49.5	51	52.5	54.5	56.5
	Ticket Taker	49.5	51	52.5	54.5	56.5
	Scorer	49.5	51	52.5	54.5	56.5
	Timer	49.5	51	52.5	54.5	56.5
Wrestling	Crowd Supervision	53.5	55	57	59	61
	Ticket Taker	53.5	55	57	59	61
	Scorer	53.5	55	57	59	61
	Timer	53.5	55	57	59	61
Soccer	Crowd Supervision	53.5	55	57	59	61
	Timer	53.5	55	57	59	61
Track	Clerk	43.5	45	46.5	48	50
	Crowd Supervision	43.5	45	46.5	48	50
Lacrosse	Crowd Supervision	53.5	55	57	59	61
	Timer	53.5	55	57	59	61
Cross Country	Street Supervision	43.5	45	46.5	48	50
	Clerk	43.5	45	46.5	48	50
Gymnastics	Crowd Supervision	53.5	55	57	59	61
	Announcer/Scorer	53.5	55	57	59	61

SCHEDULE B-2 (cont'd)

D. ATHLETIC (cont'd)

Pay per Activity Year

ACTIVITY	CAPACITY	09-10	10-11	11-12	12-13	13-14	
Varsity Field (cont'd)Hockey	Crowd Supervision	\$53.5	\$55	\$57	\$59	\$61	
	Timer	53.5	55	57	59	61	
Volleyball	Crowd Supervision	53.5	55	57	59	61	
	Scorer	53.5	55	57	59	61	
Junior Football Varsity	Crowd Supervision	53.5	55	57	59	61	
	Announcer	53.5	55	57	59	61	
	Film Taker	53.5	55	57	59	61	
Basketball	(Part of Varsity Game)						
	Crowd Supervision	86	88	91	94	98	
	Ticket Taker	86	88	91	94	98	
	Scorer	86	88	91	94	98	
	Timer	86	88	91	94	98	
	(Single Game)						
	Crowd Supervision	49.5	51	52.5	54.5	56.5	
	Ticket Taker	49.5	51	52.5	54.5	56.5	
	Scorer	49.5	51	52.5	54.5	56.5	
	Timer	49.5	51	52.5	54.5	56.5	
Wrestling	Crowd Supervision	53.5	55	57	59	61	
	Ticket Taker	53.5	55	57	59	61	
	Scorer	53.5	55	57	59	61	
	Timer	53.5	55	57	59	61	
Soccer	Crowd Supervision	43.5	45	46.5	48	50	
	Timer	43.5	45	46.5	48	50	
Lacrosse	Crowd Supervision	43.5	45	46.5	48	50	
	Timer	43.5	45	46.5	48	50	
Girls (HS)	Volleyball	Crowd Supervision	43.5	45	46.5	48	50
	Basketball	Crowd Supervision	43.5	45	46.5	48	50
Track	Crowd Supervision	43.5	45	46.5	48	50	
Gymnastics	Crowd Supervision	43.5	45	46.5	48	50	
	Announcer/Scorer	43.5	45	46.5	48	50	

SCHEDULE B-2 (cont'd)

D. ATHLETIC (cont'd)

Pay per Activity Year

	ACTIVITY	CAPACITY	09-10	10-11	11-12	12-13	13-14
Junior high	Football	Crowd Supervision	\$53.5	\$55	\$57	\$59	\$61
	Basketball	Crowd Supervision	34	35	36	37.5	39
		Scorer	34	35	36	37.5	39
		Timer	34	35	36	37.5	39
		Doubleheader "A" and "B"	53.5	55	57	59	61
	Wrestling	Crowd Supervision	34	35	36	37.5	39
		Scorer	34	35	36	37.5	39
		Timer	34	35	36	37.5	39
	Soccer	Crowd Supervision	34	35	36	37.5	39
		Timer	34	35	36	37.5	39
Gymnastics	Crowd Supervision	34	35	36	37.5	39	
Lacrosse	Crowd Supervision	34	35	36	37.5	39	
Track	Clerk	43.5	45	46.5	48	50	
Girls (MS)	Basketball	Crowd Supervision	34	35	36	37.5	39
	Hockey	Crowd Supervision	34	35	36	37.5	39
	Volleyball	Crowd Supervision	34	35	36	37.5	39
		Bus Supervision	86	88	91	94	98

Supervision for nonathletic events is now compensated at a basic rate of:

\$72 \$74 \$76 \$79 \$82

per event with some allowance for "difficulty differential."

E. NON-ATHLETIC

Hours of Active Supervision

2 to 2½	43.5	45	46.5	48	50
2½ to 3	48.5	50	51.5	53.5	55.5
3 to 3½	53.5	55	57	59	61
3½ to 4	57.5	59	61	63	66
Over 4 hours	72	74	76	79	82

SCHEDULE B-2 (cont'd)

		Pay per Activity Year				
ACTIVITY		09-10	10-11	11-12	12-13	13-14
F.	HANDICAPPED SUPERVISION					
	4 hours	\$97	\$100	\$103	\$107	\$111
G.	HOME TEACHING - EVENING COUNSELING					
	1 hour	34	35	36	37.5	39
H.	COMMITTEE WORK - CURRICULUM WRITING					
	1 hour	43.5	45	46.5	48	50

APPENDIX C

EXTENDED DUTY AND EXTRACURRICULAR AGREEMENT ADVISORY COMMITTEE

The Advisory Committee for "X Schedule" Salary Placement created pursuant to the negotiated agreement shall consist of an odd number of members, named by the Association, none of whom shall have served on the "X Schedule" within the previous year, and none of whom shall be serving during the term of his appointment in any "X Schedule" position. Neither may any person serve on this committee who has a member of his family, either a blood relative, or a relative by marriage, serving in any "X Schedule" position at the time of the member's service on the committee, nor during the year preceding such service.

The purpose of the Advisory Committee for "X Schedule" Salary Placement shall be to provide an advisory recommendation for the use of the Superintendent of Schools. Such recommendation shall be based, to the maximum degree possible, upon objective data relating all factors of the position in question to appropriate comparable data for other school districts. The criteria of comparability shall be geographic, enrollment, league placement, economic, and comparison of relative "X Schedule" rankings with basic salary rankings. Such advisory opinion shall also be as comprehensive as possible, taking into account the interplay and inter-relationships, within any extra pay schedule, and particularly those pertinent to the particular question. The operating procedures for the Advisory Committee for "X Schedule" Position Salary Placement should include the following:

1. All requests for placement upon or reassignment within the Extracurricular and Extended Duty Pay Schedule shall be sent to the administrator responsible for supervision of the activity involved, who shall forward them to the Superintendent of Schools.

The Superintendent will refer such requests to the Advisory Committee. In the absence of any recommendation from the committee, within one month from the time a question has been referred to the committee, after any lesser period if the needs of the District so dictate, the Superintendent shall take whatever action he deems necessary, subject to his review and possible revision upon receipt of recommendations of the committee.

2. Upon receipt of referred questions the committee shall make an objective comparison of the salary scale for the comparable position utilizing such objective resources as: NYSUT surveys, New York State School Board surveys, PAX studies, SCOPE surveys, NEA studies, and any additional studies the committee may wish to undertake.

3. Should the foregoing data indicate the possibility of a need for revision in the salary paid to, or schedule placement for, a particular assignment, the committee shall then make an analysis of the total monies paid to support the particular activity. If, for instance, it should develop that a varsity coach for one sport were to be underpaid to comparison with the data, while at the same time the total amount spent for the particular activity in terms of total coaching salaries were to exceed the amount expended in comparable districts, the committee would when be expected to make appropriate recommendations for redistribution of the allocated funds after adjustment for any "guaranteed" adjustments expected from a negotiated increase in basic salary for the following year.

4. Should the analysis indicate that the total funds in a particular activity are significantly below the standards of comparable districts, than all of the activities in a similar category (i.e, Athletics, Club sponsorships, Class Advisors, Extension of Duties, Publications, Dramatics, etc.) should also be analyzed to determine whether the pattern is unique to a particular activity or general across the board. It is expected that recommendations would seek to reduce any inequities whether requiring adjustments either in a positive or negative direction as may be indicated as a result of the analysis.

5. The committee should be guided first by the standards spelled out in the Administrative Manual Section on extracurricular and extended duty pay (Sections 41D-50, 41D-54). However, the committee should feel free to recommend additional guidelines or policy which may appear to be indicated as a result of its deliberations. If for instance, the committee should wish to include a guideline indicating "merit payments" because of a particularly successful season, it would be expected that appropriate adjustments would also be suggested to apply after a particularly unsuccessful season. Furthermore, should such "merit payments" be recommended, the committee would be expected to arrive at a recommendation as to whether such "merit" applies to a particular season or to the two or three preceding seasons during which the members of the team had received the training which led to the current success.

6. No recommendations shall be made unless all members of the Advisory Committee shall have been in attendance at all meetings during the full time that any topics shall have been under discussion. In other words, a quorum for transaction of business shall be the full membership of the committee.

7. The committee shall be free to invite testimony from any source which the committee may feel would assist it in its deliberations.

The final recommendation of the committee, together with full substantiating data, shall be forwarded to the administrator responsible for supervision of the activity involved.

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