



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Malverne Union Free School District and Malverne Teachers Association (2002)**

Employer Name: **Malverne Union Free School District**

Union: **Malverne Teachers Association**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

PERB ID Number: **5540**

Unit Size:

Number of Pages: **44**

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

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

TA
5540

AGREEMENT

between

MALVERNE TEACHERS' ASSOCIATION

and

MALVERNE UNION FREE SCHOOL DISTRICT

RECEIVED 7/1/2002 - 6/30/2005

DEC 15 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

16

TABLE OF CONTENTS

Page

ARTICLE I - RECOGNITION	1
ARTICLE II - NON-DISCRIMINATION	2
ARTICLE III - ASSOCIATION RIGHTS	2
ARTICLE IV - TEACHER RIGHTS	4
ARTICLE V - DEDUCTIONS FOR PROFESSIONAL DUES AND AGENCY FEE	5
ARTICLE VI - TEACHING HOURS, CLASS LOAD, TEACHER YEAR	6
ARTICLE VII - TEACHER ASSIGNMENTS	7
ARTICLE VIII - VACANCIES, PROMOTIONS AND TRANSFERS	8
ARTICLE IX - LEAVES OF ABSENCE	9
ARTICLE X - TEACHERS' ASSAULTS	11
ARTICLE XI - ON-THE-JOB INJURIES	11
ARTICLE XII - PROFESSIONAL BEHAVIOR	12
ARTICLE XIII - TEACHER FILES	13
ARTICLE XIV - PROFESSIONAL IMPROVEMENT	13
ARTICLE XV - TEACHER OBSERVATIONS	14
ARTICLE XVI - PROFESSIONAL COMPENSATION	14

ARTICLE XVII - FACULTY ADVISORY COMMITTEES	15
ARTICLE XVIII - PARAPROFESSIONALS - CAFETERIA DUTY	16
ARTICLE XIX - GRIEVANCE PROCEDURE.....	16
ARTICLE XX - GENERAL PROVISIONS	18
ARTICLE XXI - § 3031 DISMISSAL NOTICE	18
ARTICLE XXII - NEGOTIATION AND CONSULTATION PROCEDURES	19
ARTICLE XXIII - REDUCTIONS IN PERSONNEL	19
ARTICLE XXIV - INSURANCE	19
ARTICLE XXV - MAINTENANCE OF STANDARDS	21
ARTICLE XXVI - RETIREMENT INCENTIVE.....	21
ARTICLE XXVII - NURSES	23
ARTICLE XXVIII - NO STRIKE PLEDGE	23
ARTICLE XXIX - DURATION OF AGREEMENT	23
ARTICLE XXX - TAYLOR LAW NOTICE § 204-a	24

An Agreement made and entered into this 23rd day of May, 2002 between the MALVERNE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") and the MALVERNE TEACHERS' ASSOCIATION (hereinafter referred to as the "Association") regulating terms and conditions of employment for all employees now or hereafter employed in the bargaining unit set forth.

WITNESSETH:

WHEREAS, the District recognizes and certifies the Association for purposes of collective negotiations pursuant to the Public Employees Fair Employment Act of 1967, other applicable statutes and all amendments thereof, and has assumed the obligation of negotiating collectively with the Association as the exclusive representative of its teaching personnel with respect to the determination of and administration of grievances, wages, terms and conditions of employment, and

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

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

ARTICLE I - RECOGNITION

The District hereby recognizes the Association as the exclusive and sole negotiating representative for all employees certified by State Education Department, day-school personnel (full-time, part-time) who are now paid according to the teachers' salary schedule, social workers, and all teachers and certified personnel whose salary is paid or subsidized by State or Federal grants, and summer school and summer recreation teachers¹ and nurses², but excluding

¹The salaries for the summer school and summer recreation teachers shall be negotiated annually.

²The terms and conditions of employment for the nurses are contained exclusively in Article XXVII of this Agreement.

7/01/02

the Superintendent of Schools, Assistant Superintendents and Administrative Assistants, Principals, Assistant Principals and Department Chairpersons, Director of Compensatory Education and Director of Pupil Personnel Services.

The term "Teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

A. Such recognition shall be for the maximum allowable statutory period.

ARTICLE II - NON-DISCRIMINATION

The District shall not discriminate with regard to any term and condition of employment on the basis of race, color, creed, religion, national origin, age, sex, marital status or union activity. Alleged violations of this provision shall not be subject to the grievance procedure or arbitration if any action based on the same events has been filed in any administrative agency or court.

The terms of this agreement shall be subject to the provisions of the Americans with Disabilities Act ("ADA").

ARTICLE III - ASSOCIATION RIGHTS

A. The Association and its representatives shall have the right to use school buildings during daylight hours for meetings upon request to the Building Principal. If the Association desires to meet during evening hours, it shall be permitted to do so in accordance with building policy.

B. The Association shall have the right to post official notices, with prior approval or notification of the Building Principal, of its activities and matters of Association concern on Teacher bulletin boards. The Association may use the District mail service and Teacher Mailboxes for official Association communications. A copy shall be furnished to the Administration at the time of distribution.

C. The District agrees to furnish to the Association, as a regular course of conduct, two (2) copies of the approved minutes of all Board meetings when the minutes are distributed.

D. The names and addresses and building assignments of all Teachers as well as the Teacher placement chart will be furnished to the Association no later than October 1st.

E. Upon request, the Association shall be provided with seniority lists as they are developed by the District.

F. The Association will designate teachers to attend conferences of NYSUT, AFT, and other Association Conferences. The District will grant up to, but not to exceed, seven (7) personal days for said Association business including conferences. Additional days may be granted at the discretion of the Superintendent.

G. A School District Policy Manual shall be furnished to each school building and the Association no later than October 1st. Simultaneous and written notice shall be given to each teacher as to the location of such manual in each building. The District Policy Manual will include written School Board policies and written Administrative regulations and the contract between the District and the Association, plus other informational data.

Contemplated changes and additions in Board policy shall be communicated to the Association. When such changes or additions have been completed, the Association shall be notified in writing.

It is understood that the District's obligation in this regard pertains only to changes or additions in policy which affect teachers' terms or conditions of employment.

H. The President of the Association shall have one (1) period per day (within the student day) of unassigned duty (i.e. no duty period) for the purpose of conducting Association business. Where possible, said period shall be at the end of the day. The President of the Association will also receive a reduced teaching load by being released from one (1) teaching period, or the equivalent, per day. In the event the President of the Association is an elementary teacher, this clause shall not be applicable but the parties shall enter into negotiations limited to a substitute for this provision.

I. The President of the Association shall be advised prior to any reduction in staff.

J. The Association shall be entitled to appoint one (1) member to District Advisory Committees relating to curriculum modification.

ARTICLE IV - TEACHER RIGHTS

A. Teachers shall be entitled to full rights of citizenship, and no religious, political, or economic activities of any teacher, or the lack thereof, shall be grounds for discipline or discrimination with respect to the professional employment of such teacher. The private or personal life of any teacher is not within the appropriate concern or attention of the District except to the extent that all of the above may impair the teacher's ability to perform his or her duties or obligations of employment.

B. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, nor shall they be required to work in rooms with improper ventilation, lighting or heating. A teacher may reasonably refuse to carry out an order which threatens physical safety or well-being. These provisions shall not apply to situations involving student control.

The Superintendent and the Union President shall review the alleged unsafe or hazardous condition or tasks which allegedly endanger the health, safety or well being of the teachers and their decision shall be binding on these matters.

C. The District recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. A good faith effort will be made to see that all approved budgetary requisitions shall be available no later than the opening day of school.

D. The District shall provide:

1. The teacher's desk, closet or file cabinet in each classroom in the District shall have a lockable drawer for each teacher who uses same.
2. Copies, exclusively for each teacher's use, of all texts (teacher's edition) used in each of the courses he/she is to teach.

E. Complaints against teachers shall be brought to the teacher's attention as soon as practicable.

ARTICLE V - DEDUCTIONS FOR PROFESSIONAL DUES AND AGENCY FEE

A. Teachers may at any time sign and deliver to the District an assignment authorizing deduction of membership dues and assessments of the Association, NYSUT, and AFT, VOTE/COPE and NYSUT Benefit Trust.

B. The amount of such deduction from each regular paycheck shall be indicated to the District by the Association and the District agrees promptly to remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made, indicating the total amount deducted.

C. Deductions from the teacher's paychecks shall, if authorized, be made for the school provided insurance premiums and tax-sheltered annuity in equal payments as the teacher may designate.

D. Agency Fee:

1. Every member of the bargaining unit who is not a member of the Association shall, within thirty (30) days after the initial date of employment, pay to the Association an agency fee. Such fee shall be equal to one hundred (100%) percent of the membership dues of the Association. Such fee may be paid through the dues check-off, provided however, that the form of such payment shall be entitled the "Agency Fee Check Off."

2. Indemnity - The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

3. Participation in Legal Action - The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Association by attorneys retained by the New York State United Teachers and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

**ARTICLE VI - TEACHING HOURS, CLASS LOAD,
TEACHER YEAR**

A. The maximum length of the pupils' day shall not be changed without prior discussion with the Association.

B. The Teachers' workweek shall not exceed thirty-five and one-half (35 1/2) hours in any five-day week, including Faculty and Department meetings. Scheduling of teachers' workweek shall be administered by the Building Principals.

C. Secondary teachers, including guidance counselors, currently receiving a daily planning period equivalent to one (1) period, shall be granted a minimum of one (1) period of preparation time or forty (40) minutes, whichever is greater.

Under normal circumstances, when special area subjects are being taught, teachers need not be present in the classroom at the Principal's discretion. Elementary teachers shall be scheduled for two hundred (200) minutes per week of preparation time.

D. The District shall attempt to secure substitute teachers where regular teachers are absent, provided however, that notwithstanding any other provision contained herein, secondary teachers and secondary specials may be assigned a maximum of ten (10) class coverages per year during their preparation period or duty assignment without additional compensation. Secondary teachers assigned six (6) teaching periods shall not be assigned such coverages. All other teachers may be assigned a maximum of four (4) class coverages per year during their preparation period or duty assignment without additional compensation. In the event secondary teachers are required to teach a class, beyond the ten (10) described above, during their preparation period or during their duty assignment, they shall be compensated at the rate of twenty-six (\$26.00) dollars per class taught for 2002-2003; twenty-seven (\$27.00) dollars for 2003-2004; and twenty-eight (\$28.00) dollars for 2004-2005.

In lieu of the compensation outlined above, teachers may elect to have five (5) coverages counted as an additional sick leave day to their bank.

The District shall attempt to secure volunteers prior to any assignment.

This clause shall also be applicable to elementary teachers who teach a class during their preparation period beyond the four (4) described above.

E. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the District or participating in any professional grievance negotiations, including arbitration, shall be released from regular duties without loss of salary.

F. The Teachers' school year shall not exceed one hundred eighty-three (183) workdays for all teachers, provided, however, that effective July 1, 1996, teachers may be required to work one (1) additional day for curriculum development and/or inservice work at a time designated by the District between September 1st and June 30th.

G. Teachers shall be available for three (3) after-school or evening parent-teacher conferences per year. This time shall not be counted as part of their average workweek. Such meetings shall generally not exceed two (2) hours in length. On the days of such conferences, teachers shall be released at the close of the student day. Effective July 1, 1996, secondary teachers may be required to be available for four (4) such evening meetings.

H. The co-curricular position of Student Activities Director shall not be assigned any daily duty period.

ARTICLE VII - TEACHER ASSIGNMENTS

A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall, whenever possible, not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates.

B. Each principal shall use his/her best efforts to make information available to all teachers regarding their schedules, building assignments and room assignments, and testing program for the forthcoming year before the end of the Spring semester. It is understood that such schedules are to be tentative, subject to change before the start of the new school year.

C. At the secondary level, when a situation arises prior to the beginning of the school year or during the school year which results in a sixth assignment, the district shall have the right to assign a unit member to a sixth teaching assignment provided that a teacher shall not be so assigned involuntarily for two consecutive years. Such assignments shall be limited to two (2) per department.

All sixth period assignments shall be first assigned to qualified members of the teachers' bargaining unit within the affected department. If no department member is available, then the sixth class shall be assigned to

7/01/02

certified and qualified members of the teachers' bargaining unit, after which it may be offered to members of other bargaining units.

In such assignments, qualifications shall be determined solely by the district. The district will not be arbitrary or capricious in its determination of qualifications.

ARTICLE VIII - VACANCIES, PROMOTIONS AND TRANSFERS

A. The District recognizes that it is desirable in making assignments to consider the interests, aspirations and qualifications of its teachers. Requests by a teacher for transfer to a different class, grade, subject, building or position shall be made in writing, with one (1) copy filed with the Superintendent and one (1) copy filed with the Building Principal. The applications shall set forth the reasons for the transfer. Where such request contains a multiple choice, the grades, subjects or schools shall be listed in order of preference.

B. It is recognized that it is difficult to fill vacancies occurring during the school year without unduly disrupting the existing instructional program. Therefore, the Superintendent may fill such a vacancy on a temporary or tentative basis until the end of the normal school year. At that time, the position will be considered vacant.

C. The faculty shall be informed of any new positions or of any vacancies as they arise and, whenever possible, give the faculty two (2) weeks within which to file applications for such positions.

D. Involuntary transfers shall be made only after prior consultation with the teacher involved and shall not be made in an arbitrary or capricious manner.

E. When qualifications are equal, vacancies shall be filled by the most senior applicant. The Superintendent shall determine qualifications and this decision shall not be overturned unless it is arbitrary or capricious. "Seniority," for the purpose of this article, shall mean continuous employment in a teaching position in the District excluding time on leave of absence.

F. Any teacher who accepts a supervisory or administrative position and later returns to a teaching position shall be entitled to retain such rights as he/she may have had under this Agreement prior to serving in such supervisory or administrative position.

G. An applicant for either transfer or change of his/her position shall be notified in writing as to the action on his/her application as soon as practicable after such action has been taken.

ARTICLE IX - LEAVES OF ABSENCE

A. Sick and Personal Leave

A total annual bank of fifteen (15) days leave, all of which shall be cumulative without limit, shall be established. Three (3) of such days can be used in any one year for personal reasons. The personal leave days are for the purpose of transacting or attending to personal matters which require absence during school hours and are of such a nature that it is impossible to schedule such activities during times other than school hours.

Personal leave shall be granted for: 1) closing on property; 2) legal matters requiring court attendance; 3) religious ceremonies; 4) child's first attendance at college — not to exceed one (1) day; and 5) graduation of teacher or immediate member of family. It is understood that the teacher will submit a prior approval form to the Superintendent as far in advance as possible, and the Superintendent shall not unreasonably withhold such approval. One (1) personal leave day may be designated as "Confidential" and approval thereof not required. A "Confidential" personal leave day may not be taken immediately before or after a school recess period (Winter, Mid-Winter, Spring). In cases of emergency, the teacher will inform the Principal or immediate supervisor of the emergency. Up to five (5) days per year may be used by a teacher where his/her presence is required due to the serious illness of a member of his/her immediate family.

The District may require satisfactory medical verification of an illness to insure a teacher is capable of returning to work and/or when it has reasonable grounds to believe sick leave is being abused. Any cost to the teacher not covered by medical insurance shall be reimbursed to the teacher by the District. The Superintendent shall advise the Association President when utilizing this clause.

B. Extended Sick Leave

In addition to the foregoing sick leave, a teacher who has completed three (3) years of service in the District may, in the event of an extended personal illness and the exhaustion of his/her accumulated sick leave, be granted upon request and the presentation of suitable medical certification of necessity, an extended sick leave to a maximum of one (1) school year with pay, at the Superintendent's discretion.

C. Bereavement Leave

A teacher shall be granted up to five (5) days of leave with full pay for each death in the immediate family. Such leave shall not be cumulative and shall not be charged against sick leave or personal business days granted in Paragraph "A" of this Article. Immediate family shall mean parents, spouse, children, brother, sister, mother-in-law, father-in-law, grandchildren or grandparents, brother-in-law and sister-in-law or other relative residing in the house of the teacher.

Leave days for other than the immediate family may be granted at the discretion of the Superintendent.

D. Jury Duty Leave

Upon receipt of a subpoena for jury duty, the teacher shall notify the Superintendent's office. Teachers who are absent while serving as jurors shall be paid their usual school district compensation. However, such personnel shall refund to the District Treasurer all fees or other compensation received for service as jurors, exclusive of any reimbursed expenses. No compensation shall be paid for absences in response to a subpoena that may be answered on non-school days or after the school day.

E. Military Leave

Teachers who are called into temporary active duty in any unit of the United States Reserves or New York State National Guard shall be allowed such leave with full pay as necessary in order to discharge such obligations (not to exceed one (1) month). Any military pay in excess of the teacher's rate of compensation for the period shall be promptly refunded to the District. Such leave shall not be charged against any other leave granted in this Article.

F. Unpaid Leaves of Absence

Unpaid leaves of absence may be granted at the discretion of the District to those teachers who have completed three (3) years of service or more. The leaves may be up to two (2) years in duration and shall commence where possible at the end of a school year or end of a semester and shall terminate at the beginning of a school year or the beginning of a semester. The provisos concerning the commencement and termination may be waived by the District at its sole discretion provided there is no other way the teacher could arrange the leave to commence and terminate on such dates.

Child care leaves and study leaves shall not be discretionary provided they meet the other criteria listed above, and provided further that the three-year requirement shall not be applicable to child care leaves.

ARTICLE X - TEACHERS' ASSAULTS

A. If a teacher is assaulted in connection with his/her employment, he/she shall immediately give the Superintendent written notice of that fact. The Superintendent shall transmit such report to the Board forthwith. The Board will provide legal counsel upon request of the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

B. If criminal or civil proceedings are brought against the teacher alleging that he/she committed an assault in connection with employment, the District will, upon his/her request, provide a legal counsel to defend him/her in such proceeding. However, the District, at its discretion, may either provide legal counsel or, in the alternative, Forty (\$40.00) Dollars a day attorney's fees, in connection with a criminal proceeding.

C. To the extent not covered by District insurance, the District shall reimburse a teacher an amount not to exceed One Hundred (\$100.00) Dollars for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher who was acting in the discharge of his/her duties as a teacher. At the discretion of the Superintendent, the District may reimburse teachers for personal property destroyed or damaged while they are acting in the discharge of their duties as a teacher. The amount of such reimbursement shall also be at the discretion of the Superintendent.

ARTICLE XI - ON-THE-JOB INJURIES

A. Whenever a teacher is absent from employment and unable to perform his/her duties as a result of personal injury occurring in the course of his/her employment for which he/she is eligible to receive workers' compensation payments, he/she will be paid his/her full salary for the period of his/her absence, not to exceed one (1) year, less the amount of any workers' compensation or other local, state or federal award made for disability due to said injury. No part of such absence will be charged to his/her annual or accumulated sick leave. The District may request: 1) to determine whether or not the injury is work connected; 2) whether or not the disability in fact continues to exist. Such hearing may include physical examination by a doctor selected by the District.

B. In the event a teacher does not qualify for the benefits outlined above but believes his/her illness is job-related as a result of contracting a disease from

7/01/02

a student, he/she may request that days lost as a result of such illness not be charged to his/her sick leave. Such days may be granted at the discretion of the Superintendent.

ARTICLE XII - PROFESSIONAL BEHAVIOR

The District recognizes that the Association and its membership is capable of defining acceptable criteria of professional behavior.

A. Teachers are required to comply with reasonable rules, regulations and directions from time to time adopted by the District or its representatives which are not inconsistent with the provisions of this Agreement.

B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school community. Alleged breaches of discipline shall be promptly reported to the offending teacher. The District shall notify the MTA Professional Practices, Rights and Responsibilities Committee of a contemplated disciplinary action against a teacher. Except in cases involving alleged criminal activity, the Committee shall be given a reasonable opportunity to correct the problem prior to formal action by the District. Within fifteen (15) working days of notification by the District, the Committee shall provide in writing to the Superintendent a report indicating what remedial action has been taken, if any.

C. All reprimands and warnings shall be in private. A teacher shall at all times be entitled to have present a representative when disciplinary action is being taken. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative is present.

D. No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in compensation, including adverse evaluation of teacher performance asserted by the District or any agent or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher, and upon his/her request, and if the teacher involved so authorizes, to the Professional Practices Rights and Responsibilities committee of the Association. This provision shall not be applicable to the dismissal of a probationary teacher.

ARTICLE XIII - TEACHER FILES

A. Each teacher has the right to have included in his/her personnel file, his/her written response to a Supervisor's observation or evaluation provided such response is filed within thirty (30) days of receipt of the material. Access to one's personnel files, exclusive of pre-employment references, is available to all teachers on reasonable notice.

B. A teacher shall be entitled to have a representative of the Association present during the review of his/her files.

C. No materials derogatory to a teacher's conduct, service, character or personality or any material relating to the performance of his/her duties will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall be permitted to submit a written response to such material, which shall not exceed three (3) typewritten pages, provided such material is filed within thirty (30) days of receipt of the material.

D. The teacher upon reasonable notice will be provided with a reproduction of any material in his/her file, except for pre-employment references.

E. A teacher shall be permitted to include information in his/her file upon the Superintendent's prior approval.

F. In the event a teacher objects to material in his/her file which was written by someone other than a supervisor or administrator, the teacher may appeal to the Superintendent.

ARTICLE XIV - PROFESSIONAL IMPROVEMENT

A. Any teacher who enrolls in a course approved by the Superintendent at an accredited college or university shall receive upon presentation of satisfactory evidence of completion of such course, compensation therefor from the District in accordance with the salary schedule. An approved course means one in a course of studies approved by the Superintendent.

B. Upon initiation of the Superintendent or the District, arrangements shall be made for in-service courses, workshops, conferences, and programs designed to improve the quality of education. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs.

ARTICLE XV - TEACHER OBSERVATIONS

A. If the results of a classroom observation are to be committed to writing following an observation by a supervisor for rating, the teacher shall be given a copy of the written report of the observation within seven (7) working days. At the request of either the observer or the teacher, they shall meet to discuss the observation within seven (7) workdays of the teachers receipt of the report.

B. Non-tenured teachers shall be observed in a class a minimum of twice a year and receive a minimum of two (2) written evaluations. Tenured teachers shall receive one (1) year-end evaluation.

C. It is understood that one of the purposes of observations and evaluations is to assure that the District shall employ the most qualified professional employees. It is also understood that a by-product of the observation and evaluation process is assistance to the teacher in his/her professional improvement.

D. Teachers shall receive prior notification when classroom visitations or observations are to be made by individuals other than District administrators. If the Teacher objects to the observation or visitation, his/her objections shall be made to the Superintendent, whose decision shall be binding. The Superintendent shall take into consideration the Teacher's opinion as to whether the visitation will disturb his/her class.

ARTICLE XVI - PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix "A" which is attached and incorporated in this Agreement.

B. Secondary teachers regularly assigned a sixth (6th) period or thirty (30) periods per week shall be paid effective 7/1/02 an additional twenty (20%) percent of the unit members' annual base salary. Laboratory Science teachers regularly assigned to more than twenty-five (25) periods per week shall receive four (4%) of the unit members annual base salary for each period over twenty-five (25).

C. Members of the unit shall be paid bi-weekly every other Friday on the basis of a twenty-two (22) or twenty-six (26) payment plan. The choice of such plan shall be made by the teacher. If the latter payment plan is chosen, five (5) payments will be made in June with the last paycheck.

D. Co-Curricular Pay - teachers involved in extra assignments shall be compensated as set forth in Appendix "B" which is attached to and incorporated in this Agreement. Those members of the unit who provide twelve (12) or more supervisions during the school year shall provide one (1) additional supervision without compensation.

E. Should a teacher act as a chaperon at evening functions in the District, remuneration shall be on the same basis as for athletic activities, provided same is unrelated to such teacher's instructional program.

F. Any teacher who becomes qualified for lane movement shall be advanced to the lane therein provided for his/her respective year of service; application for adjustments shall be made in September only. Payment shall be made provided official documentation is submitted to the District.

G. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at the rate approved by the I.R.S.

H. All teachers shall be compensated in accordance with the provisions of this Article and the annexed appendices.

I. All locally approved, satisfactorily completed in-service courses qualify for credit towards any training level increment regardless of current training level subject to individual approval by the Superintendent.

ARTICLE XVII - FACULTY ADVISORY COMMITTEES

The Faculty Advisory Committee shall serve as an open give and take between the Faculty and Administration. The purpose of these sessions shall be to improve the educational climate of each school building and to keep the Administration informed of the changing concerns of the faculty and students.

Each school building in the District shall have a Faculty Advisory Committee composed of the Building Principal, the Assistant, five (5) teachers and one (1) teacher alternate. One (1) of the teacher positions shall be held by an Association building representative. Four (4) of the teacher representatives and the alternate shall be elected for a one (1) year term by the faculty of each building.

The Committee will meet no less than once a month during the school year. The Committees shall adopt their own internal rules of operation with the Building Principal serving as Chairperson.

A monthly report of the discussions and recommendations of the Committee shall be given to the faculty by the Building Principal at a regularly scheduled faculty meeting.

ARTICLE XVIII - PARAPROFESSIONALS - CAFETERIA DUTY

A. It is agreed that there are many tasks which do not require the same professional skill and training that is offered by teachers. Aides to teachers, when properly directed and assigned, permit teachers the opportunity to devote full time to teaching and planning.

B. Cafeteria Duty - The supervision of students during student lunch period is to be completely eliminated on all levels, with the understanding that if it proves to be unmanageable, teachers will temporarily be placed on duty until suitable aides are hired. Nothing contained herein shall be construed to prohibit the District from utilizing staff under the conditions similar to those which were in use during the 1979-80 school year.

ARTICLE XIX - GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" shall mean any claim involving an alleged violation of a specific provision of this Agreement.
2. An "Aggrieved Person" is the person or persons making the claim.
3. "Days", unless otherwise indicated, shall mean school days, i.e., days when the District offices are open.

B. Purpose

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

C. General Principles

1. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
2. At any level, the failure of an administrator to communicate, without reasonable cause, his/her decision to the teacher within the specified time limits, shall permit the teacher and/or the teacher representative to proceed to the next level.

3. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, including a representative of the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, providing the grievant consents and so requests.

B. General Procedure

1. Since it is important that the grievance be processed as rapidly as possible, the number of days permitted to any party at any step should be considered a maximum, and every effort should be made to expedite all procedures hereafter described.

2. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared. The Superintendent shall then print appropriate supplies of such documents and give them appropriate distribution so as to facilitate operation of the grievance procedure.

3. Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reasons therefor, and will be promptly transmitted to the aggrieved person.

4. Processing of grievances shall take place after teaching hours at the mutual convenience of the parties concerned.

5. Both parties agree that proceedings under this Article shall be confidential.

Level 1: Principal

Teachers with a grievance shall submit the grievance, in writing, to their Principal(s) and the appropriate chairperson or Director within thirty (30) days of the alleged grievance. The Teacher must be present during the discussion of the grievance at every stage, must sign the grievance and must agree to the pursuit through all stages. The Principal shall respond in writing within ten (10) days.

Level 2: Superintendent of Schools

A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance in writing with the Superintendent within five (5) days after the decision at Level One.

B. Within ten (10) days after the receipt of the appeal, the Superintendent or his/her representative shall review the grievance and render a written decision.

7/01/02

Level 3: Board of Education

If the aggrieved party is not satisfied with the Decision at Level 2, he/she may file an appeal in writing with the Board of Education within ten (10) days after the decision of the Superintendent. The Board shall render its decision within ten (10) days of the hearing if the hearing is held, or within twenty (20) days of receipt of the appeal if no hearing is held.

Level 4: Arbitration

If the Union is not satisfied with the decision at Level 3, it shall, within ten (10) days of the Board decision, refer the matter to arbitration pursuant to the rules of the American Arbitration Association. The arbitrator shall have no power to add to the provisions of this agreement. The decision of the arbitrator shall be final and binding. The cost for the services of the arbitrator shall be borne equally by the parties.

ARTICLE XX - GENERAL PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties, in a written and signed amendment to this Agreement. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and, therefore, that negotiations will not be reopened on any item contained herein during the term of this Agreement.

B. The Superintendent shall advise the Association of changes in District educational policies three (3) weeks prior to their implementation. Upon demand, the Superintendent shall consult with representatives of the Association concerning such changes.

C. The District represents that it will not enter into individual contracts with any member of the bargaining unit or with an employee whose compensation would ordinarily be based upon the Teachers' salary schedule.

D. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.

ARTICLE XXI - § 3031 DISMISSAL NOTICE

The thirty (30) day notice required of the Superintendent pursuant to Section 3031 of the Education Law shall be extended to not less than forty-five (45) days.

ARTICLE XXII - NEGOTIATION AND CONSULTATION PROCEDURES

A. No final agreement shall be executed without ratification by the Association.

B. The District and the Association shall share equally in the cost of printing this Agreement and copies thereof.

C. The Association pledges that during the course of negotiations it will make every effort to conduct such negotiations in good faith and without harassment of District representatives and their families. In the event incidents are reported, the Association will take active measures to remedy the situation.

D. Whenever practicable the Teachers will actively support the passage of the Annual School Budget through the Coaching Staff and the Student Activity Moderators.

ARTICLE XXIII - REDUCTIONS IN PERSONNEL

A. Seniority, for the purpose of excessing, shall be determined in the following order: date service commenced, date of District action. In the event there is a tie, then the employee with the most total service to the School District will be deemed to be more senior. If there is still a tie, then the order of appointment in the Board minutes will control.

The District will further use its best efforts to assist all teachers whose positions are terminated by reduction in enrollment or consolidation, to secure employment in adjacent school districts with terms and conditions as nearly comparable as possible.

B. Excessed teachers shall be the first ones called as substitutes in their areas of certification at the time they were excessed. In the event certified substitutes are unavailable, excessed teachers shall be used prior to uncertified substitutes.

ARTICLE XXIV - INSURANCE

The Insurance coverage available and the District's percentage contributions to the premiums therefor are as follows:

A. Health Insurance

The Empire State Health Insurance Plan, Core Plus Enhancements or H.I.P., or Choice Care shall be available for all Teachers. The District agrees to pay an amount equal to ninety (90%) percent of the premium for Teachers

7/01/02

enrolled for individual coverage and eight-five (85%) percent of premium for Teachers enrolled for family coverage based on the Empire State Health Insurance Plan, Core Plus Enhancements.

If, during the life of this contract, a health insurance plan becomes available which provides benefits substantially equal to the Empire Plan, Core Plus Enhancements at a lower cost, the parties agree to negotiate in good faith on the possible substitution of such plan.

Members of the unit hired on or after December 7, 1983 shall not be eligible for coverage for health insurance by the District if they are eligible for comparable coverage under the plan of a spouse. In determining whether a spouse's plan is comparable, a teacher's particular circumstances shall be a factor.

Members of the unit who are presently receiving health insurance coverage through the District and withdraw from the District's plan during the Agreement shall receive \$500 if they were receiving family coverage and \$250 if they were receiving individual coverage, provided they remain uncovered for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve-month period.

Nothing contained herein shall preclude a member of the unit from reentering the plan at any time if the member is no longer covered by the comparable plan of a spouse. In the event the member reenters the plan within a twelve-month period, no payments shall be made hereunder. Reentry after the twelve months have elapsed may only be made if the member is no longer covered by the comparable plan of a spouse.

B. Life Insurance

The amount of life insurance coverage for all teachers will be twenty-five thousand (\$25,000) dollars. The District shall pay seventy-five (75%) percent of the premium.

C. Disability Insurance

The existing long-term disability insurance plan shall be continued and available to all Teachers. The District shall pay seventy-five (75%) percent of the premium.

D. Dental/Vision Insurance

For the specific years of the contract, the District shall contribute an amount of money per year towards a mutually acceptable Dental and Vision Plan which provides the same level of benefits as existed during the 1998-99 school year.

E. The District will provide a plan pursuant to § 125 of the Internal Revenue Service Regulations providing for employee contributions toward insurance benefits to be made with pre-tax dollars and to cover health insurance opt outs. It is understood that any employee making such contributions will first agree to indemnify and hold the District harmless in the event of a determination that the District failed to withhold sufficient taxes.

ARTICLE XXV - MAINTENANCE OF STANDARDS

The District shall notify the Association in writing of its intent to alter any “terms and conditions of employment” not specifically covered by this Agreement. Upon demand, the District shall consult with the Association prior to altering said “terms and conditions of employment.”

In the event the District alters any “terms and conditions of employment” during the life of this Agreement pursuant to the provisions contained herein, the Association shall have the right to reopen negotiations limited solely to that term and condition of employment. The negotiations shall be for changes to be effective the following contract year.

ARTICLE XXVI - RETIREMENT INCENTIVE

1. Teachers retiring shall be granted a retirement incentive provided the following conditions are met:

(a) The teacher submits a letter of retirement to the District by April 10th to be effective on June 30th. These letters shall be irrevocable provided, however, that they may be withdrawn by the teacher prior to retirement if a death or catastrophe in the teacher’s immediate family makes it economically impractical to retire on the date indicated in the letter;

(b) The teacher has been in the employ of the District for ten (10) years or more;

(c) The teacher retires or vests under the New York State teachers Retirement System by the June 30th following his/her date of eligibility for retirement under the New York State Teachers Retirement System (age 55 - 10 years of service); and

(d) A teacher under age 55 who vests is also eligible for this incentive if he/she has fifteen (15) years of service in the District.

District Rights

1. If any provision of the retirement incentive is deemed illegal or unenforceable, the entire provision shall be deemed null and void and the Retirement Incentive Committee provided for in Article XXVIII of the 1980-83 Agreement shall be reconvened. In the event the Committee is unable to agree on a replacement, the original Article XXVII of the 1980-83 Agreement shall be effective in its place.

2. If the total number of teachers retiring, the number of teachers retiring in a particular area or department, or the number of teachers retiring in key positions makes it impractical to allow such retirements in one year, the Board, in its sole nongrievable discretion, may spread out such retirements over June 30, 2004, June 30, 2005, and/or June 30, 2006. Notice of such decision shall be given by May 15th.

A teacher deciding to retire, nonetheless, shall forfeit the retirement incentive payments.

3. The Board may, in its sole nongrievable discretion, permit teachers to remain eligible for the retirement incentive beyond their initial eligibility date, provided the following conditions are met:

(a) The teacher submits a request to the Board for a one-year extension of eligibility for the retirement incentive by December 1, and

(b) The Board grants such extension.

Requests may be made by a teacher, and the fact that one is granted for one year does not establish a precedent for future requests.

Payments

The retirement incentive shall be computed at the rate of seven thousand (\$7,000.00) dollars, plus seventy (\$70.00) dollars per day of accumulated unused sick leave at the time of retirement, up to a maximum of two hundred (200) days, for a total maximum payout of twenty-one thousand (\$21,000) dollars.

Such payments shall be made as follows: fifty (50%) percent in the first pay period of July, and the remaining fifty (50%) percent in the first pay period of December. The District shall report the amount of the retirement incentive to the Retirement Board by June 30th.

ARTICLE XXVII - NURSES

A. Salaries

Nurses employed during the prior school year shall have their base salaries increased by the percentages listed below during the term of this Agreement:

<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
5.75%	5.5%	4.5%

B. Leaves of Absence

Nurses shall receive the same sick, personal and bereavement leaves as Teachers (Article IX (A) and (C)).

C. Insurance

Nurses shall continue to receive the same health, dental, vision, disability, and life insurance coverage as Teachers.

D. Grievance Procedure

Grievances of Nurses shall be processed in accordance with Article XIX of the contract.

E. Malpractice Insurance

The District will reimburse each nurse for the premium paid for malpractice insurance.

F. Maintenance of Certification

The District will reimburse each nurse for tuition costs for courses or workshops required for maintenance of certification.

ARTICLE XXVIII - NO STRIKE PLEDGE

The Association affirms that it does not have the right to strike. The Association and its agents shall not engage in a strike or cause, instigate, encourage or condone a strike in violation of the Taylor Law as long as such acts shall be contrary to law.

ARTICLE XXIX - DURATION OF AGREEMENT

The Agreement shall be effective as of July 1, 2002, and shall continue in effect until the 30th day of June, 2005, except as to Subdivision A of Article I. This Agreement shall not be extended orally as it is expressly understood that it shall expire on the date indicated.

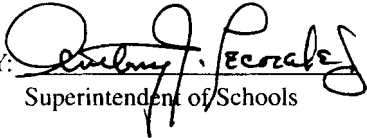
7/01/02

ARTICLE XXX - TAYLOR LAW NOTICE - § 204-a

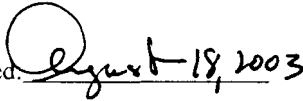
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

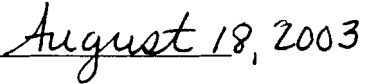
BOARD OF EDUCATION
MALVERNE UNION FREE
SCHOOL DISTRICT

MALVERNE TEACHERS'
ASSOCIATION OF MALVERNE
UNION FREE SCHOOL DISTRICT

BY: 
Superintendent of Schools

BY: 
President

Dated: 

Dated: 

APPENDIX A

2002/2003 SALARY SCHEDULE

4.25%	BA	BA15*	BA30*	BA45 MA	BA60 MA15	MA30	MA45	MA60	MA75	EDD
1	43,803	XXX	XXX	47,772	48,880	49,986	51,092	52,198	52,752	53,304
2	44,170	45,656	47,143	48,277	49,384	50,490	51,596	52,703	53,256	53,811
3	44,674	46,162	47,650	48,782	49,898	51,015	52,133	53,250	53,807	54,365
4	45,348	46,835	48,323	49,456	50,756	52,058	53,358	54,658	55,309	55,956
5	46,588	47,970	49,582	50,933	52,278	53,622	54,966	56,311	56,984	57,655
6	47,828	49,206	50,842	52,410	53,799	55,189	56,580	57,969	58,663	59,356
7	49,067	50,585	52,099	54,580	55,478	57,297	58,548	59,801	60,426	61,053
8	51,503	53,064	54,624	59,213	61,852	63,636	64,494	65,352	66,382	67,410
9	52,772	54,344	55,912	60,566	63,522	65,121	65,967	66,813	67,843	68,872
10	54,041	55,624	56,812	62,325	65,330	66,606	67,442	68,276	69,304	70,334
11	56,170	57,874	59,187	64,833	68,056	69,007	69,971	70,935	71,964	72,994

12	57,654	59,374	60,699	66,895	69,680	70,670	71,984	72,678	73,707	74,737
13	59,137	60,869	62,211	68,652	71,909	72,658	73,952	74,995	76,025	77,053
14	60,620	62,369	63,724	70,604	73,670	74,831	76,418	77,664	78,697	79,732
15	62,102	63,867	65,238	72,495	75,415	76,780	77,851	79,993	81,026	82,060
16	66,173	67,436	69,351	77,181	80,419	81,617	83,532	85,073	86,106	87,139
17	68,224	68,803	70,874	79,379	82,864	83,554	84,973	87,565	88,517	89,466
18	69,045	69,542	72,255	81,120	84,616	85,544	87,419	88,330	90,062	91,792
19	70,457	71,443	73,635	83,010	86,564	87,119	88,074	90,540	91,574	92,608
20	-	71,783	75,082	84,768	88,238	88,905	90,335	91,356	92,389	93,423
21	-	73,131	77,522	86,359	89,282	89,730	90,929	92,170	93,449	94,729
22	-	73,835	78,226	87,062	89,984	90,434	91,632	92,875	94,152	95,431
23	-	74,402	78,794	87,632	90,553	91,003	92,200	93,442	94,721	96,001

*There shall be no movement onto these columns for Teachers commencing employment on or after July 1, 1996.

2003/2004 SALARY SCHEDULE

4.00%	BA	BA15*	BA30*	BA45 MA	BA60 MA15	MA30	MA45	MA60	MA75	EDD
1	45,555	XXX	XXX	49,682	50,835	51,985	53,136	54,286	54,862	55,436
2	45,936	47,483	49,029	50,208	51,360	52,510	53,660	54,811	55,386	55,963
3	46,461	48,008	49,556	50,733	51,894	53,055	54,219	55,380	55,959	56,540
4	47,162	48,709	50,256	51,434	52,786	54,141	55,493	56,845	57,521	58,194
5	48,452	49,888	51,566	52,971	54,369	55,767	57,164	58,563	59,263	59,962
6	49,741	51,174	52,875	54,506	55,951	57,396	58,843	60,288	61,009	61,730
7	51,030	52,609	54,183	56,763	57,697	59,589	60,890	62,193	62,843	63,495
8	53,563	55,187	56,809	61,581	64,326	66,182	67,074	67,966	69,038	70,107
9	54,883	56,518	58,149	62,989	66,062	67,726	68,606	69,485	70,556	71,627
10	56,203	57,849	59,085	64,818	67,944	69,271	70,140	71,008	72,077	73,148
11	58,417	60,189	61,554	67,426	70,779	71,768	72,769	73,772	74,842	75,914

12	59,961	61,748	63,126	69,571	72,467	73,497	74,863	75,585	76,655	77,726
13	61,502	63,304	64,700	71,398	74,785	75,564	76,910	77,995	79,066	80,135
14	63,045	64,863	66,273	73,429	76,617	77,824	79,475	80,771	81,845	82,922
15	64,586	66,421	67,847	75,395	78,432	79,851	80,965	83,193	84,267	85,343
16	68,820	70,134	72,125	80,269	83,636	84,882	86,874	88,476	89,551	90,625
17	70,953	71,555	73,709	82,554	86,179	86,896	88,372	91,067	92,057	93,045
18	71,807	72,324	75,145	84,365	88,000	88,966	90,916	91,863	93,664	95,464
19	73,276	74,300	76,580	86,331	90,027	90,603	91,596	94,162	95,237	96,313
20	-	74,655	78,085	88,158	91,768	92,462	93,948	95,011	96,085	97,159
21	-	76,057	80,623	89,813	92,853	93,319	94,566	95,856	97,187	98,518
22	-	76,788	81,355	90,545	93,584	94,051	95,297	96,590	97,918	99,249
23	-	77,378	81,946	91,137	94,175	94,643	95,888	97,180	98,509	99,841

*There shall be no movement onto these columns for Teachers commencing employment on or after July 1, 1996.

2004/2005 SALARY SCHEDULE

3.00%	BA	BA15*	BA30*	BA45 MA	BA60 MA15	MA30	MA45	MA60	MA75	EDD
1	46,921	XXX	XXX	51,173	52,360	53,545	54,730	55,914	56,507	57,099
2	47,315	48,907	50,499	51,714	52,900	54,085	55,270	56,455	57,048	57,642
3	47,855	49,449	51,042	52,255	53,451	54,647	55,845	57,041	57,638	58,236
4	48,576	50,170	51,764	52,977	54,370	55,765	57,157	58,550	59,247	59,940
5	49,905	51,385	53,113	54,560	56,000	57,440	58,879	60,320	61,041	61,761
6	51,233	52,709	54,462	56,141	57,630	59,118	60,608	62,097	62,839	63,582
7	52,561	54,187	55,808	58,466	59,428	61,376	62,716	64,059	64,729	65,400
8	55,170	56,842	58,513	63,429	66,255	68,167	69,086	70,005	71,109	72,210
9	56,530	58,214	59,893	64,878	68,044	69,757	70,664	71,570	72,673	73,775
10	57,889	59,584	60,857	66,762	69,982	71,349	72,244	73,138	74,239	75,342
11	60,169	61,995	63,401	69,449	72,902	73,921	74,952	75,985	77,088	78,191

12	61,759	63,601	65,020	71,658	74,641	75,702	77,109	77,853	78,955	80,058
13	63,347	65,203	66,641	73,540	77,028	77,831	79,217	80,335	81,438	82,539
14	64,937	66,809	68,261	75,631	78,916	80,159	81,859	83,194	84,301	85,409
15	66,523	68,414	69,882	77,657	80,785	82,247	83,394	85,689	86,795	87,903
16	70,884	72,238	74,289	82,677	86,145	87,428	89,480	91,130	92,237	93,344
17	73,082	73,702	75,921	85,031	88,764	89,503	91,023	93,799	94,819	95,836
18	73,961	74,493	77,399	86,896	90,640	91,635	93,643	94,619	96,474	98,328
19	75,474	76,529	78,878	88,920	92,727	93,321	94,344	96,987	98,094	99,202
20	-	76,894	80,428	90,803	94,521	95,236	96,767	97,861	98,968	100,074
21	-	78,338	83,042	92,507	95,639	96,119	97,403	98,732	100,102	101,474
22	-	79,092	83,796	93,261	96,391	96,873	98,156	99,488	100,856	102,226
23	-	79,700	84,404	93,871	97,000	97,482	98,764	100,096	101,465	102,836

*There shall be no movement onto these columns for Teachers commencing employment on or after July 1, 1996.

APPENDIX B

CO-CURRICULAR - HS	2002/03	2003/04	2004/05
Amnesty International	1,136.	1,181.	1,216.
Art Honors Club	1,136.	1,181.	1,216.
Athletes Helping Athletes	1,136.	1,181.	1,216.
Black Studies Club	1,136.	1,181.	1,216.
Class Advisor - 9th	2,162.	2,248.	2,315.
Class Advisor - 10th	2,162.	2,248.	2,315.
Class Advisor - 11th	3,242.	3,372.	3,473.
Class Advisor - 12th	4,186.	4,353.	4,484.
Computer Assistants Club	1,136.	1,181.	1,216.
Conflict Mediation	1,136.	1,181.	1,216.
Debate Club	1,136.	1,181.	1,216.
Drum Corps	1,136.	1,181.	1,216.
Envirathon	1,136.	1,181.	1,216.
Flag Corps	1,136.	1,181.	1,216.
Future Teachers of America	1,136.	1,181.	1,216.
Honor Society	1,136.	1,181.	1,216.
Indoor Games	1,136.	1,181.	1,216.
Internet Club	1,136.	1,181.	1,216.
Jazz Choir	1,136.	1,181.	1,216.
Jazz Club	1,369.	1,424.	1,467.
Key/Community Service Club	1,255.	1,305.	1,344.
Literary Publications	1,376.	1,431.	1,474.
Marching Band	2,277.	2,368.	2,439.
Marching Band Asst.	1,136.	1,181.	1,216.
Mathletes	1,136.	1,181.	1,216.
Moonlink	1,136.	1,181.	1,216.
Mule Shop Advisor	5,651.	5,877.	6,053.
Musical			
Business Manager	1,136.	1,181.	1,216.
Choreographer	1,136.	1,181.	1,216.
Costumes	1,136.	1,181.	1,216.
Drama Director	6,643.	6,909.	7,116.
Music Director	6,643.	6,909.	7,116.
Producer	3,409.	3,545.	3,651.
Props/Crew	1,136.	1,181.	1,216.

Set Design	1,136.	1,181.	1,216.
Stage Craft	2,384.	2,479.	2,553.
Musicians Helping Musicians	1,136.	1,181.	1,216.
Newspaper	2,510.	2,610.	2,688.
Outdoor Club	1,264.	1,315.	1,354.
Peer Advisory Leadership	1,255.	1,305.	1,344.
Play Crafters	1,136.	1,181.	1,216.
Public Relations	1,136.	1,181.	1,216.
Quiz Club	1,136.	1,181.	1,216.
Robotics	2,560.	2,662.	2,742.
Asst. Robotics	1,492.	1,552.	1,599.
S.A.D.D.	1,384.	1,439.	1,482.
Show Choir	1,136.	1,181.	1,216.
Sound System	1,136.	1,181.	1,216.
Strength & Conditioning Club	1,136.	1,181.	1,216.
Student Activities			
Auditor	1,634.	1,699.	1,750.
Director	5,545.	7,500.	7,725.
Treasurer	4,160.	4,326.	4,456.
Student Government	1,136.	1,181.	1,216.
Web Page Coordinator	1,136.	1,181.	1,216.
Yearbook			
Art	1,810.	1,882.	1,938.
Business	1,810.	1,882.	1,938.
Literary	1,810.	1,882.	1,938.
Photography	1,810.	1,882.	1,938.

CO-CURRICULAR - HTH

Announcement Club	1,136.	1,181.	1,216.
Art Club/Yearbook	1,136.	1,181.	1,216.
Athletes Helping Athletes	1,136.	1,181.	1,216.
Class Advisor - 5th Grade	1,136.	1,181.	1,216.
Class Advisor - 6th Grade	1,136.	1,181.	1,216.
Class Advisor - 7th Grade	1,136.	1,181.	1,216.
Class Advisor - 8th Grade	1,363.	1,418.	1,461.
Co-curricular Treasurer	1,634.	1,699.	1,750.

Community Service/

Social Action Club	1,136.	1,181.	1,216.
Computer Club	1,136.	1,181.	1,216.
Dance Club	1,136.	1,181.	1,216.
Foreign Language Club	1,136.	1,181.	1,216.
Garden Club	1,136.	1,181.	1,216.
Harmony Chorus	1,136.	1,181.	1,216.
Honor Society	1,136.	1,181.	1,216.
Italian Club	1,136.	1,181.	1,216.
Jazz Ensemble	1,136.	1,181.	1,216.
Newspaper Club	1,136.	1,181.	1,216.
Odyssey of the Mind	1,136.	1,181.	1,216.
Outdoor Education	1,349.	1,403.	1,445.
Public Relations	1,136.	1,181.	1,216.
Quick Point Club	1,136.	1,181.	1,216.
Science Club	1,136.	1,181.	1,216.
Scrabble Club	1,136.	1,181.	1,216.
Spanish Club	1,136.	1,181.	1,216.
Student Council	1,136.	1,181.	1,216.
Technology Club	1,136.	1,181.	1,216.
Video Club	1,136.	1,181.	1,216.
Yearbook Coordinator	1,363.	1,418.	1,461.

ELEMENTARY CLUBS

Math/Literary Clubs	1,136.	1,181.	1,216.
Public Relations	1,136.	1,181.	1,216.
Peaceworks Coordinator	1,136.	1,181.	1,216.
Student Council	1,136.	1,181.	1,216.
Web Page Coordinator	1,136.	1,181.	1,216.

HOME TUTORING	46.50	48.40	49.90
CURRICULUM DEVELOPMENT	32.30	33.60	34.60
SATURDAY INSTRUCTION	46.50	48.40	49.90
SUMMER SCHOOL	38.60	40.10	41.30
COORDINATOR	5,651.00	5,877.00	6,053.00
After School ELA/Math Prep	46.50	48.40	49.90
Mandated After-School Training	32.00	33.00	34.00
Saturday Mandated Grading/Training	46.50	48.40	49.90

SUPERVISION

Afternoon - 2 events	96.	100.	103.
Afternoon - single event	64.	66.	68.
Evening, Holiday, Weekend Events	96.	100.	103.
Game Photographer	121.	126.	130.
Scorekeeper	106.	111.	114.
Timekeeper	106.	111.	114.

DETENTION

High School A.M.	5,734.	5,963.	6,142.
High School P.M.	5,734.	5,963.	6,142.

INTERSCHOLASTICS 2002/03 2003/04 2004/05

BASEBALL

Varsity	5410.	5,626.	5,795.
Junior Varsity	3,421.	3,558.	3,665.
Middle School	2,805.	2,917.	3,005.

BASKETBALL

Varsity - Boys	6,313.	6,566.	6,763.
Varsity - Girls	6,313.	6,566.	6,763.
Asst. Varsity - Boys	3,835.	3,988.	4,108.
Asst. Varsity - Girls	3,835.	3,988.	4,108.
Junior Varsity - Boys	3,722.	3,871.	3,987.
Junior Varsity - Girls	3,722.	3,871.	3,987.
Middle School - Boys	2,805.	2,917.	3,005.
Middle School - Girls	2,805.	2,917.	3,005.

BOWLING

Varsity - Boys	2,439.	2,537.	2,613.
Varsity - Girls	2,439.	2,537.	2,613.
Junior Varsity- Boys	1,426.	1,483.	1,527.
Junior Varsity- Girls	1,426.	1,483.	1,527.

CHEERLEADING

High School - Fall	2,560.	2,662.	2,742.
High School - Winter	2,676.	2,783.	2,866.
Middle School - Fall	1,492.	1,552.	1,599.
Middle School - Winter	1,492.	1,552.	1,599.

CROSS COUNTRY

Varsity	2,762.	2,872.	2,958.
---------	--------	--------	--------

FOOTBALL

Varsity	6,966.	7,245.	7,462.
Assistant Varsity - 1	3,969.	4,128.	4,252.
Assistant Varsity - 2	3,969.	4,128.	4,252.
Junior Varsity	3,955.	4,113.	4,236.
Assistant Jr. Varsity	2,805.	2,917.	3,005.
Middle School	3,820.	3,973.	4,092.
Middle School Assistant	2,805.	2,917.	3,005.

KICKLINE

High School - Fall	2,560.	2,662.	2,742.
High School - Winter	2,560.	2,662.	2,742.

LACROSSE

Varsity - Boys	5,410.	5,626.	5,795.
Varsity - Girls	5,410.	5,626.	5,795.
Assistant Varsity - Boys	4,039.	4,201.	4,327.
Assistant Varsity - Girls	4,039.	4,201.	4,327.
Junior Varsity - Boys	3,955.	4,113.	4,236.
Junior Varsity - Girls	3,955.	4,113.	4,236.
Junior Varsity Asst.	2,805.	2,917.	3,005.
Middle School - Boys	3,821.	3,974.	4,093.
Middle School - Girls	3,821.	3,974.	4,093.
Middle School Assistant	2,805.	2,917.	3,005.

SOCCER

Varsity - Boys	4,519.	4,700.	4,841.
Varsity - Girls	4,519.	4,700.	4,841.
Middle School - Boys	2,805.	2,917.	3,005.
Middle School - Girls	2,805.	2,917.	3,005.

SOFTBALL

Varsity	5,410.	5,626.	5,795.
Middle School	2,805.	2,917.	3,005.

TENNIS

Varsity - Boys	3,101.	3,225.	3,322.
Varsity - Girls	3,101.	3,225.	3,322.

TRACK - SPRING

Varsity - Boys	4,716.	4,905.	5,052.
Varsity - Girls	4,716.	4,905.	5,052.
Assistant Varsity	3,106.	3,230.	3,327.
Middle School - Boys	2,805.	2,917.	3,005.
Middle School - Girls	2,805.	2,917.	3,005.

TRACK - WINTER

Varsity - Boys	4,463.	4,642.	4,781.
Varsity - Girls	4,463.	4,642.	4,781.
Assistant Varsity	3,106.	3,230.	3,327.

VOLLEYBALL

Varsity - Boys	5,281	5,492.	5,657.
Varsity - Girls	5,281	5,492.	5,657.
Junior Varsity	3,423.	3,560.	3,667.
Middle School - Boys	2,805.	2,917.	3,005.
Middle School - Girls	2,805.	2,917.	3,005.

INTRAMURALS

Per Season - High School/

Middle School	1,096.	1,140.	1,174.
---------------	--------	--------	--------

INDEX

	Page
Address List of Teachers	3
Agency Fee	5
Americans with Disabilities Act (ADA)	2
Association Rights	2-4
Board Meeting Minutes	3
Building Use	2
Cafeteria Duty	16
Changes in District Educational Policy	18
Class Coverages	6
Class Load	6
Classroom Visitations	13-14
Conferences—Parent/Teacher	7
Course Approval	13, 15
Desk	4
Discrimination	2
Dismissal Notice	18
District Advisory Committee	4
Duration of Agreement	23
Evaluations	13-14
Extra Class Assignment	7-8, 16
Faculty Advisory Committee	15
Grievances	12, 16-18
Arbitration	18
Confidentiality	17
Definitions	16
General Procedures	17
Level I	17
Level II	17
Level III	18
Level IV	18
Representation	17
Time Limits	16-18
Illness, On the Job	8
Injuries, On the Job	9
Inservice Courses, Workshops, Conferences	13
Insurance	19-21
Dental/Vision Insurance	20
Disability Insurance	20
Health Insurance	19-20
Life Insurance	20
Pre-tax Contributions toward Health Benefits	21
Lane Movement	15

Leaves of Absence	9-10
Bereavement Leave	10
Child Care Leave	10
Confidential Day	9
Extended Sick Leave	9
Family Day	9
Jury Duty Leave	10
Military Leave	10
Sick and Personal Leave	9
Study Leave	10
Unpaid Leave	10
Mailboxes and District Mail Services	2
Maintenance of Standards	21
MTA Business Days	3
Negotiations	1, 7, 19
Printing MTA Agreement	19
Ratification	19
School Budget Support	19
Nondiscrimination	2
Nurses	23
Insurance	23
Grievance Procedure	23
Leaves of Absence	23
Maintenance of Certification	23
Malpractice Insurance	23
Salaries	23
Observations	14
Paraprofessionals	16
Payroll Deduction	5
Placement Chart	3
Posting of Notices	2
Prep Time	6
President's Teaching Load	3
Professional Behavior	4, 12
Chronic Tardiness	12
Complaints Against Teachers	4
MTA Professional Rights and Responsibilities Committee	12
Representation	12
Reprimands, Warnings	12
Sick Leave Abuse	12
Professional Compensation	14-15
Car Allowance	15
Chaperone	15
Co-curricular Pay	15
In-service Courses	15

Lab Science Teachers	14
Lane Movement	15
Pay Schedule	14
Sixth Class	14
Supervisions	15
Professional Improvement	13
Reductions in Personnel	2-3, 19
Excessed Teachers	19
Seniority	3, 19
Substitutes	19
Retirement Incentive	21-22
District Rights	21-22
Payments	22
Right to Privacy	4
Salaries	14
School Year	7
Seniority Lists	3
Sick Day Bank	6, 9-10
Strike	23
Student Activity Director	7, 33
Substitute Teachers	6
Summer School/Summer Recreation	1
Taylor Law	24
Teacher, defined	2
Teacher Files	13
Reproduction of Files	13
Written Response to Evaluations	13
Teachers' Aides	16
Teachers' Assaults	11
Teachers' Rights	4
Teaching Assignment	7-8
Teaching Hours	6-7
Textbooks	4
Unsafe Conditions	4
Vacancies, Promotions, Transfers	8
Involuntary Transfer	8
Posting of New Positions/Vacancies	8
Supervisory Positions	8
Transfer Request	8
Written Notification	8
Workman's Compensation	11