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AGREEMENT

BETWEEN

HAUPPAUGE UNION FREE SCHOOL DISTRICT

AND

HAUPPAUGE TEACHERS ASSOCIATION

Effective:

July 1, 2006 through June 30, 2011

RECEIVED

DEC 26 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

350

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PREAMBLE

The Board of Education of the Hauppauge School District and the Hauppauge Teachers Association agree that the educational welfare of the children of the District is paramount in the operation of the schools. The parties further agree that the development and fulfillment of educational programs of the highest quality require harmonious working relationships among the Board, the administration and the teaching staff.

ARTICLE I DEFINITIONS

- A. Board shall mean Board of Education of the Hauppauge School District.
- B. Superintendent shall mean the Superintendent of Schools or his/her designee of the Hauppauge School District.
- C. Association shall mean the Hauppauge Teachers Association.
- D. District shall mean Hauppauge Union Free School District.
- E. Teacher shall mean all full-time probationary and tenured, provisional and permanently certified members of the faculty except administrative and supervisory employees.

ARTICLE II RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for those members of the teaching staff and regularly employed nurses and part-time teachers and coaches, excluding administrators, daily paid substitutes and teaching aides and assistants who are appointed by the Board of Education, for the purpose of negotiating and participating in the administration of the Agreement concerning wages, hours and conditions of work, and the Association shall have the right to discuss any condition of work with the supervisors of the District.

ARTICLE III RIGHTS OF THE ASSOCIATION

- A. The Association shall have the right to:
 - 1. Use school buildings without cost at reasonable times for meetings. The standard procedure for requesting the use of school facilities shall be adhered to by the Association.

2. Use faculty bulletin boards which shall be provided in each building, teacher mail boxes, district courier services, and duplicating machinery provided that priority shall be given to school needs and that the operator shall be competent.

3. Appear and speak at faculty meetings for ten (10) minutes.

4. Appear and speak to new teachers on orientation day and to the entire faculty at the Superintendent's meeting on the first day of school.

B. The Board will transmit to the Association twenty (20) copies of the minutes of official board meetings as soon as possible after each such meeting. The official agenda for each board meeting will be transmitted to the Association the morning of the day prior to such meetings.

C. The Board of Education will provide a copy of this Agreement to all teachers at the time of employment and at the beginning of the first year of a multi-year agreement. The Board will also send one hundred twenty-five (125) copies of this Agreement to the Hauppauge Teachers Association.

D. One (1) copy of all policies of the Board and/or administrative regulations of the Superintendent bearing on the terms and conditions for the employment of teachers shall be given to the Association. These files shall be kept current by sending one (1) copy of additional or revised policies to the Association immediately after adoption.

E. The Association shall designate an HTA building representative(s) and/or his/her (their) appointee who shall represent the Association in all matters pertaining to this Agreement and all matters of interest to the faculty of that building.

F. In order to perform his/her duties under this Agreement, the Association President will be assigned no non-teaching duties. Furthermore, the Association President shall be relieved of one teaching period for Union duties. If the President is from an elementary school, every attempt will be made to schedule special subject classes each day for the last period of the day and the special subject teacher will be responsible for the dismissal of the class. The President of the Association, or his/her representatives, shall be allowed to visit schools and investigate working conditions, teaching complaints, problems, or for other purposes relating to Association affairs. The President or his/her representative, upon his/her arrival, shall confer with the principal or his/her designee in order to facilitate the purpose of the visit. Whenever possible, the President shall give advance notice of his/her visit and on his/her arrival report his/her presence to the office. The Association and its officers recognize and agree that this privilege should not be abused and that at no time will this interfere with regular classroom duties.

G. The Association affirms that it will not assist or take part in a strike against the District. The District affirms that it will not cause, sanction or participate in a lockout against the Association and its members.

ARTICLE IV
JOINT LABOR-MANAGEMENT COMMITTEE

Both parties acknowledge that the terms and conditions set forth in this Agreement cannot be changed unilaterally by the employer or ignored by the Association. Nor can the Board of Education adopt or modify official written policies so as to violate the terms of this Agreement, or have an impact on salaries, hours, or other terms and conditions of employment without first giving the Association an opportunity to consult thereon.

In an attempt to minimize the problems that may arise during the terms of this Agreement and to mutually solve these problems, a Joint Labor-Management Committee shall be formed. The Committee will be made up of four (4) people designated by the Association President and four (4) people designated by the Superintendent. The Committee will have authority to discuss any and all problems that may arise. It will not have the authority to modify or change the collective bargaining agreement or to settle grievances. The Committee will operate from a prearranged agenda and the chair will rotate between the parties on a meeting-by-meeting basis. The Joint Labor Management Committee will meet at least once a month. The parties by mutual agreement may arrange more frequent meetings or cancel meetings.

ARTICLE V
PAYROLL DEDUCTIONS

A. The Board agrees to deduct from the salaries of its teachers dues for the Hauppauge Teachers Association as said teacher individually and voluntarily authorizes the Board to deduct and to transmit the monies promptly to the Hauppauge Teachers Association. Teacher authorization will be in writing in the form set below.

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Social Security Number	_____	
_____	F.	M.
Last Name	_____	_____
District Name	_____	
Organization	_____	

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. The authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1 and September 15 of any given year.

Member Signature: _____ Date: _____

B. By October 1 the Association will provide the District with a complete list of names of all teachers who request dues deduction. The Association will give the Board thirty (30) days written notice prior to the effective date of any change.

Deductions referred to in Section A above will be made in sixteen (16) equal installments beginning no later than November 1.

The Board will transfer to the Hauppauge Teachers Association, seven (7) days after each monthly deduction, all monies due it.

C. The Board of Education shall establish payroll deductions for professional dues, group insurance programs, tax-sheltered annuities, payroll savings bonds, Teachers Credit Union and all other mutually agreed upon items.

D. The District shall be empowered to make a payroll deduction of agency fee for all employees covered by this Agreement. The amount of the agency fee shall be determined by the HTA. The Association agrees to hold the District harmless against claims arising out of the deduction and transmittal of agency fees when there is a final adjudication by a court or arbitrator or PERB that said agency fees should not have been deducted and/or transmitted to the Association.

E. The District shall provide a payroll deduction line for all NYSUT Member Benefits.

ARTICLE VI SUBCONTRACTING

The Superintendent of Schools or his/her designee shall notify the HTA President when a subcontract is contemplated. The HTA President shall have five (5) school days from the date of notice during which he/she can request discussion of the potential subcontract with the District with the Superintendent or his/her designee. At such discussion the HTA President may present arguments for the work being given to the employees represented by the Association under this agreement. The District will have the right to proceed with the subcontract if the HTA President is unsuccessful in persuading the District to perform the work with current employees.

ARTICLE VII TEACHER EMPLOYMENT AND RECRUITMENT

A. The Board may grant credit on the salary schedule up to and including ten (10) years. The Board will grant current educational status to teachers. This does not preclude the Board from assigning new teachers to a higher step on the schedule if deemed appropriate by the Board. However, step placement shall in all instances be according to the prevailing contract.

B. Up to three (3) years of military service will be substituted for relevant teaching experience. Ten (10) months of military service constitutes one (1) year on the salary schedule.

ARTICLE VIII VACANCIES

A. The District shall e-mail known vacancies to instructional staff at the earliest possible date after learning of the vacancy.

B. All appointments to the vacancies and openings shall be made without discrimination in regard to age, race, creed, color, religion, national origin, sex or marital status.

C. Prior to formal action by the Board of Education, the District shall notify the HTA of positions which are under formal consideration for abolition. Thereafter, the member of the unit, and if he/she elects a representative of his/her choosing, shall meet to discuss the abolition of the position. Subsequently, the District shall so inform the Association and the District and the Association shall meet, if requested by either, to discuss this matter.

ARTICLE IX TRANSFERS

A. Voluntary

1. Up to April 30 of each school year, the Superintendent shall e-mail known vacancies to instructional staff at the earliest possible date after learning of the vacancy which will occur during the following year.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the building principal or designee, and the Assistant Superintendent for Personnel not later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred in order of preference.

3. No later than May 1 of each school year, the Superintendent shall email a supplemental list of known vacancies which will occur during the following school year. No later than May 10, teachers may file an application for reassignment or transfer to positions listed on any list of vacancies. In filling any vacancy, the District shall consider any applications for transfer or reassignment then on file from teachers.

4. Building principals shall be informed by the Assistant Superintendent for Personnel concerning requests for transfers. The principal should be provided an opportunity to interview the transferee and make appropriate written recommendations.

5. In the determination of requests for voluntary reassignment and/or transfer, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.

B. Involuntary

1. Although the Board and the Association recognize that some involuntary transfer (from one school to another) or reassignment (within a school) may be unavoidable, they also recognize that frequent transfer or reassignment of teachers is disruptive of the educational process and interferes with optimum teacher performance.

2. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and, under normal circumstances, not later than June 1. Where time permits, the District will notify the HTA of involuntary transfers two (2) weeks prior to the giving of notice to the teacher. Volunteers will be considered by the District.

3. When involuntary transfers or reassignments are to be made, the District shall consider both the District's needs and seniority equally. Teachers involuntarily transferred will be moved to a comparable area. "Comparable" shall mean area of

certification. Such transfers shall not be discriminatory, arbitrary or capricious.

The decision of the Superintendent of Schools shall be final, provided the same is not arbitrary or capricious. The Superintendent's decision shall be subject to expedited review under the arbitration provisions of the grievance procedures at the request of the Association. Under ordinary circumstances, notice of transfer and/or reassignment shall be made for full year positions no later than August 15th and for half year positions no later than the end of the first week of January.

4. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent, or his/her designee, at which time the teacher will be notified of the reason.

5. A person affected by an involuntary transfer or reassignment should be given fair consideration in applying for his/her former position.

6. In the event of a school closing or a reorganization, a joint committee, consisting of two (2) people appointed by the Superintendent of Schools and two (2) people appointed by the HTA, will be established to agree on a plan for an orderly transition of staff. In the event no agreement is reached within twenty (20) days, then provisions B(1)-B(5) above shall apply.

C. Transfer List

As soon as practicable and under normal circumstances not later than one (1) week prior to the close of the school year, the Superintendent shall make available to the Association a system-wide schedule showing the names of all persons who have been reassigned or transferred at that time and the nature of such reassignment or transfer.

ARTICLE X TEACHER SCHEDULES

A. In arranging schedules for teachers who are assigned to more than one school, efforts shall be made to limit the amount of interschool travel.

B. All teachers, including new teachers, shall be informed of their programs and schedules as known at that time for the coming school year prior to the close of the current school year.

Written notification will be given as soon as possible of any subsequent change in programs and schedules for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual courses or assignments that they will have. Efforts will be made to schedule secondary teachers for not more than three (3) consecutive classes, unless teacher initiated.

C. Prior to the end of the school year or before finalization of special area schedules, a meeting will be held with the building principal or appropriate supervisor and all special area teachers to discuss special area schedules for the year.

D. See Appendix F, Teacher Day and Hours.

E. The last three (3) days of school at the elementary school level will be half (1/2) days for students.

ARTICLE XI DISRUPTIVE CHILDREN

A. A child who threatens or engages in physical violence to himself/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 escort as is prescribed by the school. Such pupil will not be returned to the classroom without consultation between the principal, the teacher, and other professional people, when deemed necessary and may be prosecuted under the provision of N.Y. State Criminal Law. The building principal shall make a written report and recommendation to the Superintendent of Schools.

B. Pupils 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 shall be in writing and shall contain substantiating data on the behavior of the child.

C. Upon receiving a report of violent or disruptive behavior, the principal or his/her designated representative shall make a suitable investigation and shall promptly initiate a course of action that will best serve the needs of the school and child.

D. If the problem is not solved in this manner after available courses of action have been taken and a decision has been reached by the principal that the child still so seriously disrupts the classroom work as to impede effective instruction, the child shall be referred to other facilities within the school. If no such facilities exist within the school, the principal shall refer the case to the Superintendent of Schools under existing procedures.

E. Each plan of action should involve the parent, the building principal, the teacher, the child and other appropriate personnel. No final decision or placement of care should be arrived at without such participation.

F. The Board will make reasonable efforts toward the creation of additional facilities and services for special care and training of children who are found not to be fitted for the conventional educational process.

ARTICLE XII
PERSONAL INJURY BENEFITS,
PROPERTY DAMAGE AND PROTECTION

A. Whenever a teacher is absent from school as a result of personal injury caused by an assault occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence and no part of such absence will be charged to his/her annual sick leave, except that the teacher shall not be protected by this clause in the case of contributory negligence.

The Board of Education shall have the right to have the teacher examined at their expense by a physician designated by the Board of Education for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties, and the opinion of said physician as to the said period shall control.

B. The aggregate annual obligation of the District with regard to personal property which has been damaged, stolen or destroyed as a result of an assault or malicious action, provided such damage occurs during the course of employment and is not the result of teacher negligence, shall not exceed Four Thousand (\$4,000.00) Dollars per year for the life of this contract. All claims must be filed no later than June 30, at which time a committee consisting of a representative of the Association and the School Business Administrator shall meet to evaluate the claims. All claims shall be reduced by all applicable personal insurance receipts. Should the total approved claims exceed Four Thousand (\$4,000.00) Dollars, the approved claims shall be satisfied on a pro-rated basis. All claims shall be adequately verified and proven.

C. Notwithstanding any inconsistent provision of law, general, special or local, it shall be the duty of each Board of Education to save harmless and protect all teachers from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided such teacher at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of said Board of Education. A Board of Education, however, shall not be subject to the duty imposed by this section unless such teacher shall within ten (10) days of the time he/she is served with any summons, complaint, process notice, demand or pleading, deliver the original or a copy of the same to such Board of Education.

ARTICLE XIII
TEACHING HOURS

A. The current practice with respect to the teaching hours necessary to fulfill the Board of Education responsibility of providing proper instruction and supervision shall be maintained.

B. When a special teacher is in charge of an elementary school teacher's class, the regular teacher shall not be required to remain in the classroom. This section does not apply to inclusion settings.

C. When there are "out of the ordinary" demands placed upon a teacher for time over and beyond the regular workday and hours, as set forth in "A" above, the Superintendent of Schools or his/her designee may work out with the individual concerned and the Association a compensatory arrangement. No teacher shall be required to accept such arrangements or assignment.

D. When a teacher is required to take over the class of another teacher because a substitute teacher has not been obtained, although the school had notice of the teachers absence for the day one and one half (1 1/2) hours before school commenced, the teacher will be paid an additional pro rata amount of his/her regular salary (amount depending upon the time the teacher takes over the class, but such takeover must be for at least one (1) period). This compensatory arrangement shall also apply if during the school day a regular teacher is absent from class or classes, unless such absence is due to sudden illness or an emergency situation. If a teacher aide or teaching assistant is used in lieu of a substitute, the District shall hire a substitute aide or assistant.

Teachers assigned to cover a class alone in the event of the absence of the co-teacher in an inclusion setting will not be paid any additional compensation. The District shall endeavor to hire substitute teachers for such occurrences.

The above compensatory provision shall not apply in any emergency situation.

E. 1. Notwithstanding provisions of Article XX (A), a sixth course assignment at the secondary level shall be made on a voluntary basis during the teacher's duty period. In the event that there are no volunteers, the District shall have the right to mandate a sixth course assignment at the secondary level during the teacher's duty period. Sixth course assignments by the District shall not be used to reduce staff.

2. Procedure: The District will first seek volunteers for sixth course assignments. In the event that there are no volunteers, the District shall assign a sixth course assignment to teachers on a rotational basis within each department, which shall be limited to three (3) science, foreign language, english, social studies and mathematics teachers and two (2) teachers in all other areas.

3. Effective July 1, 2007, the District may not assign a sixth course assignment to teachers for more than two years (2) during a five (5) year period. The aforesaid period shall be calculated, commencing with the 2007-2008 school year, from the first date of assignment of a sixth course hereunder, unless such teacher volunteers for another sixth course assignment.

4. Effective July 1, 2007, teachers shall be compensated at an annual stipend of twelve thousand dollars (\$12,000) for a sixth course assignment, which sum shall not be increased during the term of the contract.

F. Part Time Faculty. Full time probationary or tenured teachers (active or on leave) employed by the Hauppauge Union Free School District may request to work part-time. Part time positions shall be based upon the educational program needs of the District and shall be offered at the sole discretion of the Superintendent of Schools.

1. Any full-time teacher who agrees to work on a part-time basis shall be placed on a one (1) year leave of absence from their full-time position. Said employee must submit a request in writing for both the leave of absence and consideration for part-time employment.

2. All part-time positions will be for one (1) school year (September – June). Teachers interested in consideration for part-time employment must re-apply for each school year.

3. Work Schedule: The hours of work for part time employment shall be prorated in accordance with the Full Time Equivalent (FTE) required for the assignment.

a. Secondary Level

i. The (.6) teacher would be responsible for 15 of the 25 instructional periods in a week and would be assigned 3 duty periods and 3 prep periods per week.

ii. The (.4) teacher would be assigned 10 instructional periods in a week and would have 2 duty periods and 2 prep periods per week.

b. Elementary Classroom Teachers

i. The (.5) teacher would be responsible for working half of the elementary classroom instructional day and would be assigned half (1/2) of the duty periods and prep periods per week.

c. Elementary Special Area Teachers

i. The (.5) teacher would be responsible for 15 of the 30 instructional periods in a week and would be assigned half (1/2) of the duty periods and prep periods per week.

4. Seniority for a part time teacher shall accrue on a pro-rata basis in accordance with the FTE required for the assignment. Based upon a ten (10) month work year, the (.6) teacher would accrue 6 months of seniority while the (.4) would earn 4 months.

5. Teachers working forty percent (40%) or more shall be entitled to the same level of benefits to which they were entitled as full-time teachers.

ARTICLE XIV CLASS SIZE

Consistent with available facilities, the need for experimentation and educational innovation, and allowing for reasonable enrollment at the start of the year, the parties agree upon the following class size:

Average class size District-wide at the K-6 level will be between 25 and 30.

Average class size at the secondary level (Middle School and High School) will be between 25 and 30, excluding special areas and performing music.

ARTICLE XV TEXTBOOKS AND SUPPLIES

- A. The District shall provide as far as possible sufficient textbooks, instructional supplies and equipment for teachers prior to the opening of the school year.
- B. The current Board policy related to teacher participation in textbook selection shall be continued during the life of this Agreement.
- C. When budgetary cuts for materials are proposed, teachers shall be provided an opportunity to review such budget cuts with the immediate supervisor.

ARTICLE XVI TEACHERS' RIGHTS

The private and personal life of any teacher is not within the appropriate concern or attention of the Board of Education except when it impairs the teacher's effectiveness in the classroom or position. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no legal religious or legal political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teachers.

A. Academic Freedom

1. The nature of American democracy demands that citizens be able to listen to all sides of a controversial issue, sort out the facts and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and are under current debate in our society.

2. This right of students imposes certain obligations upon the Board, the teachers, the administration and the community.

3. The Board will continue through its policies to employ capable teachers, supply them with the necessary teaching materials and maintain an atmosphere of academic freedom in the Hauppauge schools.

4. The teachers and administration through their councils, committees and departments are responsible for determining when and how to deal with controversial issues.

5. In cases where a clear-cut decision regarding the teaching of a controversial issue cannot be reached, it will be incumbent upon the administration to assist in reaching that decision. The role of the administration will be extended to include approval of and responsibility for any non-school personnel invited to present a viewpoint to the students.

6. The community has a right to expect that controversial issues will be presented in a fair and unbiased manner.

7. Notwithstanding any provision of this policy, no constraint shall be placed upon members of the professional staff in the free and complete expression of their individual opinions, so labeled, on controversial issues consistent with professional ethics and good teaching methods.

B. Personal Teacher File

1. The Board of Education will only examine teacher files while acting as a corporate body and it will be their responsibility to keep any information obtained from these files confidential and inviolate.

2. No material relating to a teacher's character or performance of duties, except confidential materials relating to pre-employment, recommendations and records, shall be placed in a teacher's personal file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such materials by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content. Material may be placed in a teacher's folder after refusal to sign such upon the expiration of ten (10) school days.

3. The teacher shall have the right to answer any material filed and his/her answer shall be placed in his/her personal file attached to the material.

4. Upon request from the teacher he/she shall be given access to his/her file, except that pre-employment information may not be examined or answered.

5. Upon receipt of a written request, the District shall furnish the teacher a reproduction of any material in his/her file at no expense to the District, except confidential

materials relating to pre-employment materials.

C. Any educational or career benefit or opportunity offered to any member of the bargaining unit shall be offered to every member on the same basis.

D. Contract benefits shall apply to extended substitutes after thirty (30) consecutive days in the same position. If an extended substitute returns to the same position in the same or subsequent year, the thirty (30) consecutive day requirement shall only be required once.

E. Effective July 1, 1999, no parental letters whether they be positive or negative, may be placed in a teacher's personnel folder nor may an administrator make direct reference to such letters.

ARTICLE XVII TEACHER EVALUATION

A. Introduction

All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher, and in accord with the Regulations of the Commissioner of Education.

The use of public address or audio systems and similar surveillance devices shall be strictly prohibited.

It is the prime purpose of observations and evaluations to highlight a teacher's strengths and weaknesses so that a teacher will benefit from the observation-evaluation.

B. Procedures

Observations shall occur at least four (4) times a year for non-tenured teachers and at least twice a year for tenured teachers. *Observations may be announced or unannounced.* Observations may be conducted consecutively and an individual observation of a consecutive observation shall be reduced to writing separately. Observation reports may refer to each other.

The evaluator may meet with the teacher for a pre-observation conference, in addition to the observation and a post-observation conference. The evaluator may also request a written pre-observation conference work sheet prior to conducting an announced observation. The teacher shall have the option of developing and submitting a lesson plan in lieu of the written pre-observation conference work sheet.

Following the observation, the evaluator shall meet with the teacher to discuss the lesson as soon as feasible and under normal circumstances not later than five (5) school

days following the observation.

If an evaluator finds a teacher lacking, the reasons shall be given in specific terms, and an identification of the specific ways in which the teacher is to improve and the assistance to be given by the evaluator and other staff members will be included.

Teachers will be given a copy of any evaluation reports prepared by their superiors, and the teacher will have the right to discuss such a report with their superiors before it is submitted to central administration or placed in their personal files. The teacher will have a maximum of twenty (20) school days from the date the teacher receives the final written observation or evaluation to submit a rebuttal or a statement about the observation or evaluation.

Each teacher, upon his/her employment or at the beginning of the school year (whichever is later), shall be apprised of the specific criteria upon which he/she will be evaluated. No criteria shall be used which has not been previously known by the teacher.

Written observation and evaluation reports will be limited to classroom and related activities which take place during the regular school day or at times germane to the teacher's teaching assignment, and these reports will be based upon direct and objective observation.

There shall be an annual evaluation which shall clearly denote the teacher's overall status in the eye of the evaluator. It shall include a review of all observation and evaluation reports and shall make reference to the other responsibilities that combine to make up the total teacher's role.

Nonparticipation in a voluntary activity shall not be a valid consideration when evaluating a teacher.

Any teacher who is performing so poorly in the eyes of the supervisors as to be undesirable for re-employment shall be frankly informed of this fact in accordance with the provisions of the statutes of the Education Law of New York State.

C. Committee

Evaluation forms shall be considered for development or modification in a jointly composed committee of equal numbers of Association and District designees.

ARTICLE XVIII
SCHOOL FACILITIES

It will be the policy of the Board of Education to include the following facilities in all existing buildings.

- A. Space in each building in which teachers may store belongings, instructional materials and supplies.
- B. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- C. An appropriately furnished room to be used as a faculty lounge. This room shall be in addition to the aforementioned work area.
- D. A lunch room for faculty use, separated from student cafeteria.
- E. Each school shall have at least one (1) teacher work area containing functioning equipment (typewriter and duplicator) and to aid in the preparation of instructional materials.

ARTICLE XIX
LEAVES OF ABSENCE

A. Sick Leave

1. Teachers will be granted eleven (11) days of personal sick leave per year with unlimited accumulation.
2. In the event of a teacher absence for more than three (3) consecutive school days due to personal illness or the absence of a teacher due to family illness for more than two (2) days, the Superintendent of Schools may require proof of illness in the form of a medical certificate or statement from the attending physician which will be subjected to review by a school physician or a consultant designated by him/her.
3. In unusual circumstances, the Superintendent may, with approval of the Board of Education, grant further extended sick leave upon such terms, conditions and compensation as the Board of Education may specify.
4. When an employee leaves during the year, sick leave will be prorated according to the time employed. This proration for sick time will be at the rate of one (1) day for each month of service.
5. A teacher who has been paid for leave not earned shall reimburse the District all money received in excess of that to which he/she was properly entitled.
6. By October 15 of each year, each member of the unit shall receive in writing notification stating the number of accumulated days of sick leave accrued as of September 1 of the school year. Upon reasonable request, members of the unit will have an opportunity to review their attendance record.

7. The present practice for notification of teacher absences shall continue. Teachers will notify the Building Principal's office or the substitute call-in service in the event of emergencies for all absences. Teachers shall notify the Building Principal as soon as possible of anticipated absences.

8. Any excessed teacher who leaves the District shall be paid Seventy-Five (\$75.00) Dollars per day for unused sick days. If a teacher requests said payment during the month of July, that teacher shall not be entitled to reclaim those unused sick leave days, if recalled. However, if an excessed teacher is recalled by the end of the second week of school in the following school year after the teacher was excessed, and if the teacher has not exercised the option to receive Seventy-Five (\$75.00) Dollars per day for unused sick leave, the teacher shall have the option to either be paid for unused sick leave days at Seventy-Five (\$75.00) Dollars per day or to reclaim the unused sick days previously accrued. If the teacher is not recalled by the end of the second week of school in the September following the date of excessing, he/she shall be entitled only to receive the Seventy-Five (\$75.00) Dollars per day for unused sick leave previously accrued. An extended substitute cannot be an excessed teacher under this provision. The Seventy-Five (\$75.00) Dollar per day provision shall also apply to teachers with twenty (20) years of service in the District who are not eligible for retirement and who are not terminated for cause.

9. Teachers shall be charged a full sick day in the event they work less than four (4) periods at the Middle School and High School; or less than one-half (1/2) of the teacher day at the elementary school.

B. Sick Leave Bank

1. Each employee covered by this Agreement shall contribute one (1) sick day to a Sick Leave Bank in the first year only. The District shall contribute a matching day for each employee covered by the Agreement to a Sick leave Bank in the first year only.

2. This Sick Leave Bank shall be in existence effective July 1, 1977.

3. The Sick Leave Bank, upon its exhaustion, shall cease to exist.

4. The Sick Leave Bank shall be administered as follows:

a. Upon the exhaustion of accrued sick leave, an employee may apply for use of the Sick Leave Bank during the thirty (30) day grace period prior to the inception of the present half day of pay and disability coverage. It is understood that the rate of pay during this thirty (30) day period shall be at the rate of the regular employee who is absent.

b. The District and HTA shall jointly administer the Bank.

C. Family Illness

A maximum of four (4) of the teacher's personal sick days may be applied to cover any single illness in the immediate family. "Immediate family" means wife or husband, children, parents, grandparents, parents-in-law, brothers, sisters, or any member of the employee's family living within his/her household.

D. Death in Family

1. A maximum of five (5) days will be granted due to a death in the immediate family. These days are not to be deducted from sick leave.

2. For the death of a relative (other than immediate family) one (1) day will be granted, not deductible from sick leave.

E. Personal Day

1. All employees covered by this Agreement shall be granted three (3) personal days nondeductible from sick leave.

2. Unused personal leave shall be cumulative for sick leave purposes only. For retirement or death benefit, unused personal leave may be included up to the cumulative total of one hundred ninety (190) days maximum as presently provided.3. The present required personal day form shall continue in force with the exception that the section for reasons is to be deleted.

4. Personal days may not be used solely to extend a vacation period or a holiday period.

F. Jury Duty

A teacher required to serve as a juror or under subpoena shall be paid full salary, without deduction from sick leave during the period of such service. The teacher will remit to the District the total per diem jury duty fees paid for jury service. Reimbursement for travel will be retained by the teacher.

G. Professional Conference Leave

With prior approval, the following professional days may be granted solely at the discretion of the Superintendent of Schools:

1. Delegate to New York State Retirement Board, New York State United Teachers Association, or National Education Association or A.F.T. or A.F.L.-C.I.O. (nondeductible).

2. To attend a professional workshop, seminar, conference or training lab (nondeductible).

3. Visitation for purpose of observing teaching methods and techniques (nondeductible).

H. Return from Leave of Absence

When a teacher returns from a leave of absence, he/she shall be placed in a position comparable to that he/she left, if available. If not available, he/she shall be placed in the nearest comparable position available for which he/she is qualified so long as the action of the District is not discriminatory, arbitrary nor capricious.

I. Exchange-Teaching

Employees who have successfully completed five (5) years of satisfactory service in the Hauppauge school system on a regular teacher's schedule, shall be eligible for a leave of absence for a period of one (1) full semester or one (1) year after they have filed written requests for such leave of absence at least six (6) months prior to the beginning of such requested leave and said leave has been granted on the recommendation of the Superintendent.

1. If such exchange teaching leaves involve the use of a teacher from outside the Hauppauge school system as a replacement for the employee on leave, such a replacement must be approved by the Superintendent before the leave can be granted.

2. Exchange teacher will be compensated by his/her school system, and the teacher by the District.

Credit for the salary schedule shall be given for time spent in exchange teaching.

The granting of such leaves of absence shall be determined by the Superintendent on a basis of the value of such leaves to the Hauppauge system.

J. Sabbatical Leave - Sabbatical leave, in all respects, shall be of no force and effect from July 1, 2006 through June 30, 2011. This sabbatical leave benefit shall be reinstated as of July 1, 2011.

1. Philosophy

The Hauppauge School District believes in the benefits derived from a sabbatical leave policy which offers staff the opportunity for broadening professional knowledge and experience. Further, it is the District's belief that this opportunity for professional growth will be reflected in greater effectiveness and returns in the teaching-learning situation.

2. Purpose

A request for sabbatical leave by a member of the professional staff is for the purpose of advanced study, for research or for travel related to professional growth and development.

3. Eligibility

a. A staff member must have been employed for a period of at least seven (7) years in the Hauppauge School District prior to applying for the sabbatical leave.

b. An applicant must comply with the established administrative procedures and requirements.

c. A maximum of three (3%) percent of the professional staff may be on sabbatical leave at any one time. Seniority in the District is one of the factors considered in the case of an excessive number of applicants.

4. Stipulations

General

a. A sabbatical leave may be requested for either a period of one school attendance year, or for one semester. One semester is defined as a twenty (20) week attendance period for the local school district or three (3) consecutive summers.

b. The recipient of a sabbatical may not receive compensation for any full-time employment during the period of the leave.

c. The contract and salary considerations for the person on sabbatical will continue as though the person were in actual attendance in the school district.

d. The person granted the sabbatical must sign the Guarantee of Future Service form.

Teaching

a. An applicant having been granted a sabbatical leave for a period of one year will receive seventy-five (75%) percent of his/her regular salary for that year.

b. An applicant having been granted a sabbatical leave for a period of one semester will receive one hundred (100%) percent of his/her regular salary for that period.

c. An applicant may be granted a sabbatical leave for a one semester period which may be taken during three (3) consecutive summers. Remuneration shall be bi-weekly each summer at the rate of one sixth (1/6) of the teacher's salary during the year in which the sabbatical leave is granted.

d. It is agreed that any grant of remuneration other than tuition or subsistence allowance will be deducted from his/her salary prior to the granting of sabbatical income.

Furthermore, the individual agrees to return for a period of two (2) years or repay the District for such sabbatical income upon abrogation of this clause (EXCEPTION: any extenuating circumstances to be determined by the Board of Education upon appeal of the individual involved.)

5. Procedures

a. An applicant for a sabbatical leave must make the formal application by February 1 of the preceding school year.

b. The application will be submitted directly to the office of the Assistant Superintendent for Personnel.

c. All applications will be reviewed and placed in rank order for the Superintendent's recommendation by a committee consisting of representative teachers (one Elementary, one Middle School and one Senior High School), selected by the Hauppauge Teachers Association President, the Assistant Superintendent for Personnel, the Assistant Superintendent for Instruction and the applicant's building principal and immediate supervisor, if considered appropriate.

d. The Superintendent of Schools will notify each applicant of the disposition of the application for sabbatical leave by March 1.

e. Effective July 1, 2011, the Superintendent shall have the right to deny any request for sabbatical leave based upon an economic reason or program need.

K. Pre and Postpartum Disability and Child Care Leave

1. Pregnant teachers shall be permitted to use accumulated sick leave for pre and postpartum disability incident to their pregnancies.

2. Teachers shall be permitted a childcare leave for a maximum of one (1) year, or for the balance of the school year within which the child is born, or adopted, together with an additional school year next following the year in which the child is born or adopted. An additional child care leave year may be granted at the discretion of the Board of Education.

3. The teacher requesting unpaid child care leave must do so within six (6) weeks of the adoption or birth of the child, or eight (8) weeks, where applicable, based upon the method of delivery. In making such request, the teacher shall indicate whether the teacher intends to return the first day of the school year or the first day of the second half of the school year in accordance with Article XIX(K)(2).

Teachers granted unpaid child care leave must provide the School District with notification of their intention to extend the teacher's leave under Article XIX(K)(2) by March 1st.

ARTICLE XX TEACHERS WORK LOAD

A. Teachers at the secondary level shall not be assigned more than an average of twenty-five (25) classroom instructional periods per week in the course of a year. Effective September 1, 1974, the assignment of science teachers shall likewise be on the basis of an average of twenty-five (25) classroom instructional periods per week.

B. The above provision shall not be applicable to instrumental music, reading and other special teachers or personnel who normally provide instructional services to individual students or small groups in periods of varying length.

C. Block Scheduling

The District and the Association shall establish a committee to study block scheduling. The committee shall consist of three (3) members appointed by the Superintendent of Schools and three (3) members appointed by the Union President. The committee shall issue its report on or before December 31, 2004 to the Superintendent for his review.

ARTICLE XXI NONTEACHING DUTIES

The Board of Education and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

A. The assignment of nonteaching duties will take into consideration the most prudent use of personnel in order to effect satisfactory supervision of students while in school.

B. Professional Development Time

STAFF EMPLOYED FOR THE FIRST TIME DURING 2003-2004 SCHOOL YEAR AND THEREAFTER (Including teachers returning to the employ of the District following a prior termination except for excessing.)

Each teacher in the District will be required to participate in 25 hours of professional development on an annual basis in addition to their attendance at the meetings referred to in Appendix "D" paragraph (D). Professional development activities include the following activities to which staff may be assigned by the administration:

- Committee work, District wide
- Curriculum workshops
- Pilot program training
- Collaborative presentation along with guest speakers within framework of meetings – departmental, faculty, grade level
- Professional development conferences (BOCES, etc.)
- Shared decision-making training
- State assessment and scoring conferences
- Formal teacher mentoring participation
- Instructional support team training
- Teacher center – degree or in-service courses
- Supervision of student teachers
- Teacher presentations – in District, outside District
- Public presentations
- Peer mediation training
- Peer review
- Reading Recovery
- Inter/intra school visitations
- Portfolio development
- Collegial circle time
- Peer Partnering
- Action Research
- APPR training

C. Cafeteria aides will be assigned to each school.

D. Cafeteria duty in the elementary schools will be conducted by teacher aides, supervised by a member of the professional staff as required by Article XV of the Regulations of the Commissioner of Education.

E. Cafeteria/Recess duty for teachers at the Middle School will be limited to two (2) teachers during each student lunch period on a monthly rotational basis for those teachers whose duty periods are during such student lunch periods. Teachers assigned cafeteria duty at the Middle School shall initially supervise students in the cafeteria and then supervise students in the yard. During inclement weather, if students are in the cafeteria, teachers will continue their duty in the cafeteria.

F. Use of Electronic Media

Notwithstanding any other provision of this contract, if a District computer is accessible, teachers shall be required to:

- Use e-mail
- Use e-mail and/or use designated website(s) for notice of vacancies.
- Use computer forms in lieu of paper for required administrative filings.
- Post homework assignments, attendance and grade reporting on District designated website(s).

ARTICLE XXII
INSURANCE

A. Disability Insurance

A disability insurance policy will be provided for all members of the teaching staff and will allow for continuous sixty-six and two thirds (66 2/3%) percent income if the individual remains disabled until age 65. A customary six (6) month grace period precedes the inception of the disability benefits. During the six (6) month period of ineligibility for disability insurance, any illness which continues beyond thirty (30) calendar days from the end of accumulated sick leave would be compensated by the District for any portion of the remainder of the six (6) month period at a rate equal to one-half the regular salary. A doctor's report would be required to support the claim.

All rights regarding disability insurance are not applicable to new teachers in the District unless they have actually taught during the school year.

During the thirty (30) day "grace" period that follows the exhaustion of a teacher's sick leave and prior to the time that the insurance company picks up the disability insurance, the District has the right to have the disabled party examined by a school physician and determine the extent of the disability and to ascertain whether or not the disabled party should be entitled to one-half pay clause that the District must bear until the insurance company enters into the picture.

B. Health Insurance

1. The District health insurance plan shall be the New York State Empire Plan (Core Plan Plus Medical and Psychiatric Enhancements). The selection of a plan administrator will be made in conjunction with HTA. New employees hired on or after July 1, 2000 shall contribute 10% toward the health insurance premium when the New York

State Empire Plan becomes effective.

Effective July 1, 2006, unit members hired before July 1, 2000, shall pay a sum equal to ten percent (10%) of the premium applicable to individual and family health insurance coverage. Effective July 1, 2006, unit members hired on or after June 30, 2000, shall pay a sum equal to twelve percent (12%) of the premium applicable to individual and family health insurance coverage.

Effective July 1, 2007, all unit members shall pay a sum equal to thirteen percent (13%) of the premium applicable to individual and family health insurance coverage. Effective July 1, 2008, all unit members shall pay a sum equal to fifteen percent (15%) of the premium applicable to individual and family health insurance coverage.

2. The District shall provide a wrap-around insurance policy to match the 50-100 deductibles out-of-the-network and in-the-network \$5 co-pay and \$3 Rx generic co-pay.

3. The District shall establish a Section 125 Flex Plan per the rules of the IRS for contributions.

C. Health Insurance Declination

1. Teachers who decline either individual or family health insurance coverage for one (1) year shall receive one-half (1/2) the savings to the District as a bonus. Effective July 1, 2007, teachers who decline coverage shall receive forty-six percent (46%) of the health care premium as set forth in paragraph two (2) below. A teacher may re-enter the health insurance program when permitted by the carrier, but in no event shall the teacher be eligible for the bonus unless the declination has been in effect for at least one (1) year. The District and the HTA shall establish the open period for declination in time for the budget.

2. Effective July 1, 2007, and thereafter, the rate shall be based upon the January 1, 2007 New York State Empire Plan premium dollar rate for individual and family coverage as follows:

New York State Empire Plan

Individual Coverage:	46% of \$6,778.08
Family Coverage:	46% of \$14,376.84

3. In the event that an employee selects an HMO or HIP insurance plan and thereafter waives coverage of said plan, the employee shall only be entitled to the health insurance declination for the above-referenced rates of the New York State Empire Plan.

D. Health Insurance for Retirees

Employees who retire on or after June 30, 1998 shall have sixty (60%) percent of individual or family health insurance paid to age 65 with wrap-around paid for by the District.

Employees who retire after 6/30/02 shall have 60% of individual or family health insurance paid for by the District until they reach age 65 with wrap-around paid for by the District.

Employees who retire after 6/30/02, the District will pay the minimum required by the state for individual or family health insurance after age 65.

E. Life Insurance

The District shall provide life insurance in the amount of \$15,000 to all members of the bargaining unit.

F. Dental Insurance

1. The District operates a self-insured dental plan through Sele-Dent, Inc. The District shall pay seventy-five (75%) percent of the monthly cost of family coverage and one-hundred (100%) percent of the monthly cost of individual coverage.

2. The District and the Association shall meet to discuss a new dental plan following ratification of the 2006-2011 contract. The District will obtain costs and review the proposals received for a new dental plan in accordance with its procurement policies. Provided a new dental plan does not increase annual costs to the District or create any liability for the District under its existing agreement, and may be implemented equally to all School District employees entitled to receive coverage, the District will be willing to change its existing dental plan.

3. Pending the review of proposals for dental insurance received by the District as discussed in paragraph two (2) above, and until the District can withdraw from its current plan without penalty or increased cost to the District, the current dental plan shall remain in force and effect.

G. Extended Leave Insurance

The District agrees that for a period of one (1) calendar year, other than sabbatical leave, a teacher may elect to be covered by any or all insurance benefits currently in effect at his/her own expense.

ARTICLE XXIII
RETIREMENT

A. Retirement Benefit

Upon retirement or disability of a current full-time employee, a retiring teacher shall be entitled to receive as a retirement benefit, a non-elective employer contribution by the District to the account established under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code") of such eligible retiring teacher upon the terms and conditions of this paragraph. Under no circumstances, other than as specifically provided herein, shall any retiring teacher or his or her estate, receive any benefit described in this paragraph in cash, and the receipt of all such benefits shall be governed by the terms and conditions herein.

1. To be eligible to receive benefits under this paragraph, a teacher must either be disabled and thereafter retire or satisfy the eligibility requirements for retirement under the New York State Teachers' Retirement System (TRS) and must notify the District in writing of the teacher's intention to separate from the District by March 15th of the year of separation. Teachers that fail to provide written notice by March 15th of the retiring year or no later than three (3) days after execution of the 2006-2011 labor agreement for the retiring year ending June 30, 2007 (unless this requirement is waived by the District for a teacher who has experienced a significant personal crisis) shall not be entitled to receive this benefit under this paragraph. After receipt of such notice, the District shall calculate the value of an eligible teacher's benefit, which shall be equal to the number of such teacher's accumulated unused sick days computed in accordance with Article XIX-A.4 of the labor agreement multiplied by his/her final year's salary at the rate of 1/200th for each day accumulated up to a maximum of 190 days (referred to as the "Retirement Benefit Amount").

2. The Retirement Benefit Amount shall be provided by the District for the benefit of a retiring teacher in accordance with the following:

(i) No later than thirty (30) days after the effective date of the teacher's retirement, the District shall make an employer non-elective, non-discretionary contribution to the Code Section 403(b) account of the eligible retiring teacher in an amount up to the limitations of Code Section 415 as applicable to Code Section 403(b) plans under Code Section 403(b)(1) and 403(b)(3) for the year in which such contribution is made.

(ii) If any portion of the Retirement Benefit Amount remains after the District (employer) non-elective, non-discretionary contribution, the remaining balance, if any, shall be paid to the eligible retiring teacher as compensation in a lump sum no later than thirty (30) days of the effective date of retirement.

3. The non-elective employer contributions, as specified above, shall be contributed to such Code Section 403(b) account as may be selected by an eligible retiring teacher to receive employer contributions pursuant to all of the terms specified herein. If a teacher does not designate a Code Section 403(b) account or if the account so designated will not accept an employer non-elective contribution for any reason, then the District shall deposit the contribution, in the name of the eligible retiring teacher, into an account established with a NYSUT endorsed Code Section 403(b) provider that will accept such contribution. Each eligible teacher or retired teacher shall notify the District in writing of the total elective contributions, if any, made by such individual to any Code Section 403(b) account, other than with respect to contributions made as an employee or former employee of the District, for any plan year in which a District contribution is to be made. Such notification shall be provided no later than thirty (30) days prior to each required date of contribution.

4. The HTA acknowledges that the District has made no representation to the HTA or its members as to the position of the Internal Revenue Service (IRS) or the Courts regarding the taxability or tax-deferred nature of the non-elective employer contribution provided hereunder or as to the position of the New York State Teachers' Retirement System (TRS) regarding whether these contributions will be included in the member's final average salary (FAS). The District shall fulfill any applicable legal obligations in processing and reporting these contributions to the TRS. In this regard, the HTA and its members shall be responsible for their own liabilities to the extent that the Internal Revenue Service or the Courts either re-characterizes or denies the intended tax treatment of the contribution and further, shall hold the District harmless if either of such events shall occur.

5. The District agrees to adopt, on or before June 30, 2007, the New York State Deferred Compensation Plan, a Code Section 457 Plan, for the benefit of the union members.

B. Retirement Incentive

A retirement incentive shall be provided by the present contract as follows:

1. Effective July 1, 2006, teachers retiring under this agreement shall receive a \$10,000 incentive.

2. To qualify for the above benefit an employee must officially, by January 15th of the last year of service, notify the District of his/her pending retirement. This will be waived for employees retiring for medical reasons upon the recommendations of a school physician. Upon reaching the first eligibility to retire without penalty from the New York State Teachers Retirement System, employees must exercise the option during the first applicable year.

3. All employees may take advantage of this incentive upon reaching retirement. This option is limited to a one (1) time only election by the employee.

ARTICLE XXIV
SUMMER SCHOOL

A. Policies

1. No teaching position shall be filled by a teacher not employed by the Hauppauge Union Free School District if there is an equally qualified and certified applicant for such a position who is employed by said District.

2. All openings for summer school positions shall be transmitted in writing to all teachers employed by the District as soon as possible.

3. When applications for summer school positions exceed the positions available, the following considerations shall be controlling, all other things being equal: teachers area of competence, major or minor field of study, teaching performance and years of service in prior summer school positions.

4. The Board of Education and the Association agree that large class sizes and pupil-teacher ratios may be inimical to effective education and unduly onerous to individual teachers. The parties further agree that insofar as funds and facilities are available, a high priority will go to reducing regular class sizes and teacher-pupil ratios where the numbers exceed educationally sound approaches to the learning experience of students.

5. Summer school teachers will be granted one (1) day of sick leave.

6. Classes of different subject matter should not be combined for the purpose of instruction by one (1) teacher, except under extenuating circumstances.

7. Teachers involved in any summer program operating within the District will be paid at a rate commensurate with the established summer school rate listed below. The elementary summer school rate shall be prorated based on total hours for the secondary summer school for each school year.

Secondary Summer School

2006-2007

Step	One Class	Two Classes
1	2,522	4,207
2	2,630	4,416
3	2,732	4,625

2007-2008

Step	One Class	Two Classes
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1	2,598	4,333
2	2,709	4,548
3	2,814	4,764

2008-2009

Step	One Class	Two Classes
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1	2,676	4,463
2	2,790	4,684
3	2,898	4,907

2009-2010

Step	One Class	Two Classes
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1	2,756	4,597
2	2,874	4,825
3	2,985	5,054

2010-2011

Step	One Class	Two Classes
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1	2,839	4,735
2	2,960	4,970
3	3,075	5,206

ARTICLE XXV
COACHING

A. Employment

1. The Board of Education recognizes the value to be derived from an extracurricular program which shall involve interscholastic athletic competition for boys and girls. The Board of Education also recognizes its responsibility to provide materials and coaching staff to accomplish the appropriate objectives of a comprehensive extracurricular program.
2. The District reserves the right to appoint all coaches based on background, training, evaluations and the recommendation of the appropriate superiors.
3. All appointments to coaching positions shall be made for one (1) year.

4. The District shall advertise for all vacant coaching positions no later than three (3) months prior to the beginning of the season involved.

When coaching vacancies exist, the Athletic Director will advertise and recruit qualified candidates from within the District for recommendation to the Superintendent of Schools. In the event that a candidate is not selected from within the District, advertising will be done outside the District to seek qualified candidates.

Written applications will be reviewed by the Athletic Director to make recommendation on new applicants.

5. The varsity coach shall have input to the Athletic Director in the selection of coaches who will work with him/her.

6. All coaches will be notified if they will be recommended for reappointment to their position at the conclusion of the sport season. Dates for reappointment are as follows: By February 1 for fall sports, by May 15 for winter sports and by September 15 for spring sports.

7. The District shall provide all coaches with a contract which shall include compensation and responsibilities. All responsibilities, practices and procedures shall be stated in the Coaches Handbook. Coaches shall be compensated by Contract in two (2) payments. The first payment shall be fifty (50%) percent of the Contract salary and shall be paid no later than thirty (30) days after fifty (50%) percent of the coaching season is completed. The remaining fifty (50%) percent of the Contract salary shall be paid no later than thirty (30) days after the coaching season concludes.

8. Coaches may be required to attend all meetings called by the Director of Athletics for the purpose of reviewing policy.

9. During the season, all coaches, regardless of grade level, shall be permitted to report at the appropriate time for team practice which shall be set by the Athletic Director, or in his/her absence by the varsity coaches, if such time does not conflict with the coaches professional responsibilities including and not limited to after school meetings.

B. Evaluation

1. All monitoring or observation of the performance of a coach shall be conducted openly and with full knowledge of the coach.

2. It is the prime purpose of observation and evaluation to highlight a coach's strengths and weaknesses so that a coach will benefit from the observation-evaluation.

3. Observations shall occur at least two (2) times a season, which include one (1) practice observation and one (1) game observation. The Athletic Director and varsity coach will be involved in observations for junior varsity, freshman, assistant coaches or 7th and 8th grade coaches. Varsity coaches will receive one (1) written evaluation from the Athletic Director based on his/her two (2) observations.
4. Following the observation, the evaluator shall be required to meet with the coach to discuss his/her performance as soon as possible, and under normal conditions within twenty (20) school days following the observation.
5. If an evaluator finds a coach lacking, the reasons shall be given in specific terms.
6. Coaches shall be given a copy of any evaluation report prepared, and they will have the right to discuss such a report with the evaluator(s) before it is submitted to central administration or placed in their personal files.
7. All complaints of a coach's performance will be forwarded to the Athletic Director for review and made known to the coach.
8. A copy of the Coaches Handbook will be given to each coach. The Handbook will contain the required responsibilities as governed by policies and regulations of the District, County and State.

Criteria for evaluation of coaches will be stated in the Coaches Handbook.

ARTICLE XXVI CO-CURRICULAR SCHEDULE

A. Teachers who serve in an advisory capacity for all approved after school activities will be compensated at the following rates:

In the 2006-2007 school year -	34.24
In the 2007-2008 school year -	35.27
In the 2008-2009 school year-	36.33
In the 2009-2010 school year -	37.42
In the 2010-2011 school year-	38.54

B. The following procedures will apply to co-curricular activities:

1. Existing activities will be subject to annual renewal by application to the building principal by advisors and/or students.
2. New activities may be proposed by application to the building principal by teachers and/or students.

ARTICLE XXVII
MISCELLANEOUS

- A. The District agrees to make available a list of reported available rooms, apartments and houses to teachers new to the District.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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 will continue in full force and effect.
- C. 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.
- D. The District will take such action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- E. There will be no reprisals of any kind without just cause taken against any teacher by reason of his/her membership in the Association or participation in its legal activities.
- F. This contract shall supersede any rules and regulations or practices of the Board of Education which shall be contrary or inconsistent therewith.
- G. All terms and conditions of employment not covered by this Agreement shall not be subject to negotiations until commencement of negotiations for a successor Agreement.
- H. Each teacher will be provided, where facilities are available, with an individual locked storage space or locker for clothing or personal effects. In schools where such space is not available, a locker room will be provided. If the District can show in any particular school that no appropriate space exists for this purpose, it shall be relieved of this responsibility in such school, but shall continue to make good faith efforts to resolve the situation as soon as possible.
- I. The Association and the Superintendent of Schools agree to notify each other promptly of the names of all persons who are to serve as representatives or as members of any committee or in any other capacity provided for in or contemplated by the provisions of this Agreement.

ARTICLE XXVIII
SALARY POLICIES

A. Graduate Study

1. Prior approval by the Superintendent of Schools or his/her designee for graduate credit is required.

2. A salary adjustment will be made upon receipt of official transcripts. Official transcripts of all graduate credit or in-service work are to be filed with the Superintendent's Office.

3. Transcripts for work done from September to January will be received up to April 15 and payment will be retroactive to February 1. Transcripts for work done during the February to June semester or during the summer months will be received up to November 15 and payment will be retroactive to September 1.

4. No payment will be made for "D" grades.

5. Only those undergraduate credits would be compensated if no graduate course in the same area was available in the institution at which the teacher was studying and the Superintendent of Schools also gave his/her prior approval to the utilization of such course.

B. In-Service Credit

1. Prior approval by the Superintendent of Schools for in-service credit is required.

2. Persons holding in-service credit shall no longer receive remuneration (\$12.00 per credit) effective July 1, 1977 and thereafter. Employees on Column J MA + 60 shall be held harmless.

3. Official transcripts of all in-service credit are to be filed with the Superintendent's Office.

4. In-service credit may be granted for teachers who are already certified and are now taking undergraduate courses in order to improve their knowledge and skills.

5. Employees may substitute six (6) in-service credits for six (6) graduate credits for advancement horizontally as provided by the present Schedule A for each move of fifteen (15) credits. All reimbursements shall require prior approval.

C. Salary Payment

Salary payments will be made on a bi-weekly basis, placed in individual envelopes. Teaching personnel will have the option of receiving their salary in twenty-one (21) or

twenty-six (26) payments. If the twenty-one (21) payment plan is elected, 1/21st of their yearly salary will be paid on a bi-weekly basis. If the twenty-six (26) payment plan is elected, there will be two (2) options available:

1. 1/26 of the yearly salary will be paid on a bi-weekly basis and 6/26 will be paid on the last regularly scheduled bi-weekly pay period.

2. 1/26 of the yearly salary will be paid on a bi-weekly basis for twenty (20) bi-weekly pay periods, 5/26 will be paid on the last regularly scheduled bi-weekly pay period, and 1/26 will be paid by check dated June 30 which will be retained by the District until the commencement of the new school year. No change will be permitted in the number of payments during the school year. A teacher appointed after July 1 of the school year must elect, at the time of appointment, at the twenty-one (21) or twenty-six (26) payment plan and his/her yearly salary will be prorated according to the conditions stated above.

3. Payment in full for all activities will be made within thirty (30) days of the end of that activity.

D. Salary Schedule

1. Teachers' salary schedules for the 2006-2007, 2007-2008, 2008-2009, 2009-2010 and 2010-2011 school years are set forth in Appendix "A-1", "A-2", "A-3", "A-4" and "A-5".

2. All steps on the salary schedule are automatic with the following exception:

Teachers employed in the District after the start of the second semester shall not be eligible for the next step until one (1) year from the following July.

3. A teacher on the "A" schedule upon receiving his/her baccalaureate degree will be moved to the next step on Schedule "B" not to exceed Step 10.

4. No member of the teaching staff shall receive a differential under this contract. Guidance counselors, psychologists and social workers shall be paid 1/200th of their salary for every day worked between September 1 and the first teacher reporting day and between the last day of school and June 30. Guidance counselors, psychologists and social workers may be required to work between those dates. Such employees required to work during vacation periods during the school year shall also be paid 1/200th per day. Guidance counselors shall be informed before the school year is ended of any time during the summer when they shall be expected to work (at appropriate rate) and shall not be called at any other time except in case of genuine emergency. Social workers and psychologists, except in case of genuine emergency, shall be given one (1) week's notice of a call for work.

5. Effective February 1979, Column E (BA + 45) shall be removed from Schedule A (incumbents shall be held harmless).

6. Effective February 1980, Column G (MA + 15) shall be removed from Schedule A (incumbents shall be held harmless).

7. When a column is removed from Schedule A employees may advance horizontally only to those columns which remain in existence.

8. All credits for movement to MA+75 shall have been earned on or after July 1, 2003; however, upon the application of the teacher to the Superintendent or his designee, the teacher may request approval of courses completed within the period of July 1, 2001 to and including June 30, 2003. The decision of the Superintendent shall be final. However, the Superintendent's decision shall not be arbitrary or capricious.

To qualify the credit, a teacher shall have obtained the express approval of the Superintendent of Schools or his designee for the proposed graduate or in-service courses to be taken for column credit.

In order to continue to receive the salary differential, the teacher shall complete graduate or in-service courses equal to 90 hours of "seat time" to complete the course, every two (2) years. Following the first two (2) year period, the foregoing requirement may be met by the teacher taking District run in-service courses. Teachers required to complete renewal by June 30, 2007, shall be permitted an additional year to complete the requirements for the second renewal period. In the event that seats are available for District run in-service courses following enrollment of second renewal teachers, first year renewal teachers may participate in such District run in-service courses. In the event that the teacher shall fail to complete said work, the teacher's placement on the salary schedule shall revert to the MA+60 column wage rate.

E. Home Teaching

Hourly rates for home teaching shall be:

2006-2007	39.66
2007-2008	40.85
2008-2009	42.08
2009-2010	43.34
2010-2011	44.64

F. Chaperoning Duties

Chaperoning shall be compensated at the following rates:

2006-2007	34.24
2007-2008	35.27
2008-2009	36.33
2009-2010	37.42
2010-2011	38.54

Only District approved chaperoning duties will be considered. It is understood that these duties are voluntary and no staff member shall be required to chaperone.

When faculty members are required by the Administration, in writing, to transport students and/or equipment, they shall be reimbursed at the District's then current mileage rate.

G. Reimbursement for Mileage

The mileage rate provided for teachers required to use their own vehicles shall be \$0.11 per mile or the New York State rate of reimbursement per mile, whichever is higher. This rate shall change whenever the New York State rate changes.

H. Alternate High School

Teaching for the Alternate High School shall be compensated at a fixed rate of \$50.00 per class period.

I. Continuing Education

Continuing education compensation rate will be:

2006-2007	33.95
2007-2008	34.97
2008-2009	36.02
2009-2010	37.10
2010-2011	38.21

J. Curriculum Workshops

Payment for curriculum workshops shall be:

2006-2007	42.08
2007-2008	43.34
2008-2009	44.64
2009-2010	45.98
2010-2011	47.36

K. Marking of Regents

Payment for marking of Regents examinations for nonregistered summer school students shall be:

2006-2007	32.43
2007-2008	33.40
2008-2009	34.40
2009-2010	35.43
2010-2011	36.49

L. Gifted and Talented Programs

Pay for teachers in the Gifted and Talented Programs shall be as follows:

	With Children	Without Children
2006-2007	45.08	35.75
2007-2008	46.43	36.82
2008-2009	47.82	37.92
2009-2010	49.25	39.06
2010-2011	50.73	40.23

M. Applied Behavioral Analysis

Hourly rates for applied behavioral analysis shall be:

2006-2007	39.66
2007-2008	40.85
2008-2009	42.08
2009-2010	43.34
2010-2011	44.64

N. Stipend Positions

a. Building Coordinator for Literacy Collaborative Program

The stipend for the position of Building Coordinator for the Literacy Collaborative Program shall be \$2,500 for year 1, \$3,000 for year 2 and \$3,500 for year 3 and beyond to be disbursed in two (2) equal payments in February and June of the school year served. Should the Building Coordinator be unable to complete the entire school year or any part of said year, the stipend will be prorated accordingly. The stipend shall be increased by three percent (3%) for the 2010-2011 school year only.

b. Middle School Team Leader

Effective July 1, 2007, the position of team leader will be established for the Middle School. The Team Leader will act as a liaison between the members of the Academic Middle School Teams and the Middle School Administration. The Team Leader will be responsible for team activities for common planning periods, which may include, but shall not be limited to:

- a. Articulation across subjects;
- b. Coordinating scheduling of tests and long-term assignments;
- c. Discussing, planning, and student assignments;
- d. Planning use of time;
- e. Planning grouping arrangements;
- f. Planning projects, activities and units;
- g. Meeting with special subject teachers;
- h. Discussing the academic, social and emotional progress of students;
- i. Meeting with support staff to discuss common students;
- j. Contacting/meeting with parents and/or legal guardians;
- k. Meeting with administrators and other resource staff; and,
- l. Reviewing curriculum.

Further, the Team Leader will be responsible for conducting team meetings with unit members, meeting with administration on a regular basis and providing administration with an agenda of Academic Middle School Team meetings.

Effective July 1, 2007, the stipend for the Middle School Team Leader shall be \$2,000 to be increased at the rate of three percent (3%) for each of the 2008-2009, 2009-2010, 2010-2011 school years.

ARTICLE XXIX
PROCEDURES FOR NEGOTIATIONS

Under normal circumstances, no later than January 15 prior to the termination of the existing Agreement, both parties shall exchange their written proposals for a new Agreement. Under normal circumstances the parties shall begin to negotiate the new Agreement no later than February 15.

ARTICLE XXX
JOB SECURITY

A. A joint committee will meet to review staffing designs prior to June of each year of Agreement.

B. The District shall not act in an arbitrary or capricious manner when excessing teachers.

C. Any excess teacher who is certified in another tenure area shall be given first consideration for an opening in that area within the limits of the law.

ARTICLE XXXI
MIDDLE STATES EVALUATION

A. All teachers will participate in departmental self-evaluation and no credit will be awarded for this function. It is understood that self-evaluation is a professional responsibility.

B. Those teachers who in addition to "A" above perform service on the following committees shall receive in-service credit as follows:

1. Steering Committee - 3 credits to all members

2. On the following committees the chairperson will receive two (2) credits and the committee members one (1) credit:

School & Community
Philosophy & Objectives
Educational Program
Student Activities Program
Learning Media Services
Student Services
School Facilities
School Staffing & Administration
Emerging & Unique Programs
Individual Staff Members

3. In the following areas only the Chairperson will receive one (1) in-service credit:

Art
Business Education
Distributive Education
Driver Education
English
Foreign Languages
Health Education
Home Economics
Industrial Arts
Mathematics
Music
Physical Education
Science
Social Studies
Special Education

ARTICLE XXXII
IN-SERVICE

A. If there are state-mandated changes in curriculum, or implementation of the Regents Action Plan, or if the District offers a new program or curriculum, the District can mandate attendance in a maximum of one (1) in-service course per teacher per year. The in-service course shall not exceed ten (10) hours.

B. Teachers shall receive payment at the rate of

2006-2007	36.06
2007-2008	37.14
2008-2009	38.25
2009-2010	39.40
2010-2011	40.58

ARTICLE XXXIII
DURATION OF CONTRACT

This Agreement shall be in full force and effect from July 1, 2006 through June 30, 2011.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this _____ day of _____, _____.

**BOARD OF EDUCATION HAUPPAUGE UNION FREE
SCHOOL DISTRICT**

By: *Pat Asser*
President

By: *Patricia Sullivan-Kiss*
Superintendent of Schools

Dated:

HAUPPAUGE TEACHERS ASSOCIATION

By: *Fred Petrelli*
President

Dated:

6/22/07

HAUPPAUGE PUBLIC SCHOOLS
APPENDIX A-1
July 1, 2006 - June 30, 2007

STEP		BA	BA+30	BA+45	MA BA+60	MA+15	MA+30	MA+45	MA+60	MA+75	DOCT.
	A	B	D	E	F	G	H	I	J	K	L
1	30,655	45,358	47,696	49,505	51,728	54,387	56,155	58,391	61,622	64,087	64,727
2	34,483	49,247	50,540	53,109	55,340	57,774	59,773	61,998	64,356	66,931	67,600
3	36,914	50,168	52,794	55,406	57,632	59,898	62,077	64,304	66,599	69,262	69,956
4	39,531	51,182	55,211	57,864	60,102	62,345	64,552	66,784	69,008	71,768	72,485
5	42,134	52,067	57,678	60,345	62,578	64,802	67,027	69,256	71,476	74,334	75,078
6	47,034	53,635	60,160	62,819	64,861	67,277	69,496	71,727	73,952	76,910	77,678
7	49,413	55,523	62,629	65,301	67,513	69,753	71,974	74,197	76,429	79,486	80,281
8	52,657	57,589	65,218	67,983	70,005	72,456	74,426	76,894	79,114	82,278	83,101
9	55,548	59,681	68,038	70,690	72,908	75,140	77,352	79,588	81,810	85,082	85,934
10	53,972	61,787	70,788	73,408	75,614	77,857	80,226	82,310	84,531	87,913	88,791
11	61,276	63,916	73,587	76,139	78,358	80,581	82,817	85,032	87,256	90,747	91,655
12	63,079	66,079	76,382	78,852	81,075	83,302	85,539	87,750	90,395	94,010	94,951
13	66,504	68,458	79,197	81,767	84,052	86,457	88,677	90,904	93,154	96,881	97,849
14	63,049	71,310	82,495	85,141	87,373	89,820	91,837	94,322	96,407	100,263	101,265
15	63,564	74,501	85,749	88,303	90,646	92,901	95,100	97,350	99,560	103,543	104,578
16	63,564	77,045	88,757	91,422	93,700	95,900	98,099	100,349	102,671	106,778	107,846
17	63,564	80,019	91,835	94,414	96,641	98,875	101,086	103,317	105,556	109,778	110,876
18	63,564	83,476	95,940	98,164	100,385	102,449	104,838	107,074	109,518	113,898	115,038
19	63,525	84,380	96,839	99,067	101,286	103,351	105,740	107,976	110,420	114,837	115,985
20	70,904	85,671	98,130	100,359	102,578	104,643	107,031	109,268	111,712	116,180	117,342

Each Step beyond the 20th Step includes \$450 for longevity. Tenure- \$200

HAUPPAUGE PUBLIC SCHOOLS
APPENDIX A-2
July 1, 2007 - June 30, 2008

STEP	A	BA B	BA+30 D	BA+45 E	MA BA+60 F	MA+15 G	MA+30 H	MA+45 I	MA+60 J	MA+75 K	DOCT. L
1	31,575	46,719	49,127	50,990	53,279	56,019	57,839	60,142	63,470	66,009	66,669
2	35,518	50,725	52,056	54,702	57,000	59,507	61,566	63,858	66,287	68,939	69,628
3	38,022	51,673	54,377	57,068	59,361	61,695	63,939	66,233	68,597	71,340	72,054
4	40,717	52,717	56,867	59,600	61,905	64,215	66,489	68,788	71,078	73,921	74,660
5	43,398	53,628	59,408	62,155	64,455	66,747	69,038	71,334	73,620	76,564	77,330
6	43,445	55,244	61,965	64,703	66,807	69,295	71,581	73,879	76,170	79,217	80,009
7	50,896	57,189	64,508	67,260	69,539	71,845	74,134	76,423	78,722	81,871	82,690
8	54,236	59,317	67,174	70,023	72,105	74,630	76,659	79,200	81,488	84,747	85,594
9	57,214	61,472	70,079	72,811	75,095	77,394	79,673	81,976	84,264	87,635	88,512
10	60,741	63,640	72,911	75,610	77,883	80,192	82,632	84,780	87,067	90,550	91,455
11	63,114	65,833	75,795	78,423	80,709	82,998	85,302	87,583	89,874	93,470	94,404
12	68,061	68,061	78,673	81,217	83,508	85,801	88,106	90,382	93,107	96,830	97,799
13	68,499	70,512	81,573	84,220	86,574	89,051	91,337	93,631	95,949	99,787	100,784
14	70,090	73,449	84,970	87,695	89,994	92,515	94,592	97,152	99,299	103,271	104,303
15	70,621	76,736	88,321	90,952	93,366	95,688	97,953	100,271	102,547	106,649	107,715
16	70,621	79,356	91,420	94,164	96,511	98,777	101,042	103,359	105,752	109,981	111,082
17	70,621	82,419	94,590	97,246	99,540	101,841	104,119	106,417	108,723	113,072	114,203
18	70,621	85,981	98,819	101,109	103,396	105,522	107,983	110,286	112,803	117,315	118,489
19	71,611	86,911	99,744	102,039	104,325	106,452	108,912	111,215	113,733	118,282	119,465
20	73,031	88,241	101,074	103,370	105,655	107,782	110,242	112,546	115,063	119,665	120,862

Each Step beyond the 20th Step includes \$464 for longevity. Tenure- \$200

HAUPPAUGE PUBLIC SCHOOLS
APPENDIX A-3
July 1, 2008 - June 30, 2009

STEP		BA	BA+30	BA+45	MA BA+60	MA+15	MA+30	MA+45	MA+60	MA+75	DOCT.
	A	B	D	E	F	G	H	I	J	K	L
1	32,522	48,120	50,601	52,520	54,878	57,699	59,574	61,947	65,375	67,989	68,669
2	36,583	52,247	53,618	56,343	58,710	61,292	63,413	65,773	68,276	71,008	71,717
3	39,162	53,223	56,009	58,780	61,141	63,545	65,858	68,220	70,655	73,480	74,216
4	41,939	54,299	58,573	61,388	63,762	66,142	68,483	70,851	73,211	76,139	76,900
5	44,700	55,237	61,191	64,020	66,389	68,749	71,109	73,474	75,829	78,861	79,650
6	49,898	56,902	63,824	66,644	68,811	71,374	73,728	76,095	78,456	81,594	82,409
7	52,422	58,905	66,443	69,278	71,625	74,001	76,358	78,716	81,084	84,327	85,170
8	55,863	61,097	69,189	72,123	74,268	76,869	78,958	81,576	83,932	87,289	88,162
9	58,931	63,316	72,181	74,995	77,348	79,716	82,063	84,435	86,792	90,264	91,167
10	62,563	65,549	75,099	77,879	80,219	82,598	85,111	87,323	89,679	93,266	94,199
11	65,007	67,808	78,069	80,775	83,130	85,488	87,861	90,210	92,570	96,274	97,236
12	70,103	70,103	81,033	83,654	86,013	88,375	90,749	93,094	95,900	99,735	100,733
13	70,554	72,627	84,020	86,746	89,171	91,722	94,077	96,440	98,827	102,781	103,808
14	72,193	75,653	87,519	90,326	92,694	95,290	97,430	100,066	102,278	106,369	107,433
15	72,740	79,038	90,971	93,681	96,167	98,559	100,891	103,279	105,623	109,849	110,947
16	72,740	81,737	94,162	96,989	99,406	101,741	104,074	106,460	108,924	113,281	114,414
17	72,740	84,892	97,428	100,164	102,526	104,896	107,242	109,609	111,985	116,464	117,629
18	72,740	88,560	101,783	104,142	106,498	108,688	111,222	113,594	116,187	120,835	122,043
19	73,759	89,518	102,736	105,101	107,454	109,645	112,179	114,552	117,145	121,830	123,049
20	75,222	90,889	104,106	106,471	108,825	111,016	113,550	115,922	118,515	123,255	124,488

Each Step beyond the 20th Step includes \$478 for longevity. Tenure - \$200

HAUPPAUGE PUBLIC SCHOOLS
APPENDIX A-4
July 1, 2009 - June 30, 2010

STEP		BA	BA+30	BA+45	MA BA+60	MA+15	MA+30	MA+45	MA+60	MA+75	DOCT.
	A	B	D	E	F	G	H	I	J	K	L
1	33,497	49,564	52,119	54,095	56,524	59,430	61,362	63,805	67,336	70,029	70,729
2	37,681	53,814	55,226	58,033	60,471	63,131	65,316	67,747	70,324	73,138	73,868
3	40,337	54,820	57,689	60,543	62,976	65,452	67,833	70,267	72,774	75,685	76,442
4	43,197	55,928	60,331	63,230	65,675	68,126	70,538	72,977	75,407	78,423	79,207
5	46,041	56,894	63,026	65,940	68,380	70,811	73,242	75,678	78,104	81,227	82,039
6	51,395	58,609	65,739	68,644	70,876	73,515	75,940	78,378	80,809	84,042	84,881
7	53,995	60,672	68,437	71,356	73,774	76,221	78,648	81,077	83,516	86,857	87,726
8	57,539	62,929	71,265	74,287	76,496	79,175	81,327	84,024	86,450	89,908	90,807
9	60,699	65,215	74,347	77,245	79,668	82,107	84,525	86,968	89,396	92,972	93,902
10	64,440	67,516	77,352	80,215	82,626	85,076	87,665	89,943	92,369	96,064	97,024
11	66,958	69,842	80,411	83,199	85,624	88,053	90,497	92,916	95,347	99,162	100,153
12	72,206	72,206	83,464	86,163	88,593	91,027	93,471	95,887	98,777	102,727	103,755
13	72,671	74,806	86,540	89,349	91,846	94,474	96,900	99,333	101,792	105,864	106,922
14	74,359	77,922	90,144	93,036	95,475	98,149	100,353	103,068	105,346	109,560	110,656
15	74,922	81,409	93,700	96,491	99,052	101,515	103,918	106,377	108,792	113,144	114,275
16	74,922	84,189	96,987	99,899	102,389	104,793	107,196	109,654	112,192	116,679	117,846
17	74,922	87,439	100,350	103,169	105,602	108,043	110,460	112,898	115,344	119,958	121,158
18	74,922	91,217	104,837	107,267	109,693	111,949	114,559	117,002	119,673	124,460	125,705
19	75,972	92,204	105,818	108,254	110,678	112,935	115,545	117,988	120,659	125,485	126,740
20	77,479	93,615	107,229	109,665	112,089	114,346	116,956	119,400	122,070	126,953	128,222

Each Step beyond the 20th Step includes \$492 for longevity. Tenure- \$200

HAUPPAUGE PUBLIC SCHOOLS
APPENDIX A-5
July 1, 2010 - June 30, 2011

STEP	BA		BA+30	BA+45	MA BA+60	MA+15	MA+30	MA+45	MA+60	MA+75	DOCT.
	A	B	D	E	F	G	H	I	J	K	L
1	34,502	51,051	53,683	55,718	58,220	61,213	63,202	65,719	69,356	72,130	72,851
2	38,811	55,428	56,883	59,774	62,285	65,025	67,275	69,779	72,434	75,332	76,084
3	41,547	56,465	59,420	62,360	64,865	67,415	69,868	72,375	74,958	77,955	78,736
4	44,493	57,605	62,141	65,127	67,645	70,170	72,654	75,166	77,669	80,776	81,583
5	47,422	58,601	64,917	67,918	70,432	72,936	75,440	77,948	80,447	83,664	84,501
6	52,937	60,367	67,711	70,703	73,002	75,720	78,219	80,730	83,234	86,563	87,428
7	55,615	62,492	70,490	73,497	75,987	78,507	81,008	83,509	86,022	89,462	90,357
8	59,266	64,817	73,403	76,516	78,791	81,550	83,767	86,544	89,044	92,605	93,531
9	62,520	67,172	76,577	79,562	82,058	84,570	87,060	89,577	92,078	95,761	96,719
10	66,373	69,541	79,672	82,621	85,105	87,628	90,295	92,641	95,140	98,946	99,935
11	68,966	71,938	82,823	85,695	88,193	90,695	93,211	95,704	98,208	102,137	103,158
12	74,372	74,372	85,968	88,748	91,251	93,757	96,275	98,763	101,740	105,809	106,868
13	74,851	77,050	89,137	92,029	94,601	97,308	99,807	102,313	104,846	109,040	110,130
14	75,590	80,260	92,849	95,827	98,339	101,093	103,363	106,161	108,507	112,847	113,975
15	77,169	83,851	96,511	99,386	102,023	104,561	107,036	109,569	112,055	116,538	117,703
16	77,169	86,715	99,897	102,896	105,460	107,937	110,412	112,943	115,558	120,180	121,382
17	77,169	90,062	103,361	106,264	108,770	111,285	113,773	116,284	118,805	123,557	124,792
18	77,169	93,953	107,982	110,485	112,984	115,307	117,996	120,512	123,263	128,194	129,476
19	73,251	94,970	108,993	111,501	113,998	116,323	119,011	121,528	124,279	129,250	130,542
20	79,803	96,424	110,446	112,955	115,452	117,776	120,465	122,982	125,733	130,761	132,069

Each Step beyond the 20th Step includes \$507 for longevity. Tenure- \$200

APPENDIX B GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board of Education and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure.

B. Definitions

1. A grievance is any dispute between the parties concerning the meaning or application of the terms and conditions of this Agreement.

2. A grievance may be initiated by a teacher, the Association, the Superintendent of Schools or the Board of Education, any of whom shall be deemed an aggrieved party.

C. Submission of Grievance

1. An aggrieved party may be represented at any or all stages of the grievance procedure by a representative or representatives of the Association, and by counsel at a hearing held under Step 4. Counsel shall have the right to cross-examine any witnesses who testify at a hearing held under Step 4 and the right to transcribe the proceedings at such hearing.

2. By joint written agreement of the parties any or all of the steps outlined in the procedures for filing grievances may be omitted.

3. A grievance shall be deemed waived unless it is submitted within thirty (30) school days after an aggrieved party knew or should have known of the events or conditions on which it is based.

4. The Superintendent of Schools or the Board of Education shall present grievances to the President of the Association.

5. If the school year, as defined in the official school calendar, has ended, the term "school days" as used herein shall be construed as calendar days.

6. No grievances initiated by a teacher shall proceed beyond Step 2 without the written approval of the Association.

D. Procedures

Step 1 - A Grievance shall be submitted by the teacher or the Association to the appropriate building principal. Where a teacher is assigned to more than one school, the grievance shall be submitted to the appropriate supervisor. The parties shall attempt to resolve the grievance at this level.

Step 2 - If agreement is not reached at Step 1, the grievant shall reduce the grievance to writing and submit same within ten (10) school days to the party to whom the informal grievance was submitted in Step 1. Such writing shall include the provision of this Agreement involved, the time when and the place where the alleged events or conditions constituting the grievance arose and the proposed remedy sought. The party to whom such written grievance is submitted shall respond in writing within five (5) school days after receipt of the grievance.

Step 3 - If the grievant is not satisfied with the response received at Step 2 or if no response is received within five (5) school days, the grievant may, within five (5) school days thereafter, submit a copy of his/her written grievance, together with any response received at Step 2, to the Superintendent of Schools. The Superintendent of Schools, or his/her designee, shall make a determination in regard to the grievance and transmit his/her written decision thereon to the grievant within ten (10) school days thereafter. In the course of deciding the grievance, the Superintendent of Schools, or his/her designee, may hold such meetings or conferences as he/she deems necessary.

Step 4 - If the grievant is not satisfied with the response received at Step 3, he/she may within thirty (30) days thereafter, submit the grievance to binding arbitration. The arbitrator shall be selected by the parties from the following indicated rotated panel:

1. Bonnie Weinstock
2. Rosemary Townley
3. Arthur Riegel
4. Martin Scheinman
5. Howard Edelman

Except as otherwise provided herein, the rules then obtained by the American Arbitration Association shall govern.

The award of the arbitrator shall set forth his/her findings of fact and conclusions, and shall be binding upon the parties. The arbitrator shall have no power to add to or detract from the language of this Agreement, nor require the commission of an act prohibited by law. The fees of the arbitrator shall be jointly shared by the parties.

APPENDIX C
HAUPPAUGE PUBLIC SCHOOLS

2006/2007 SCHOOL CALENDAR

September	4	Labor Day (Schools Closed)
	5	Conference Day
	6	School Opens
October	2	Yom Kippur (Schools Closed)
	9	Columbus Day (Schools Closed)
November	7	Conference Day
	10	Veterans' Day (Schools Closed)
	23-24	Thanksgiving Recess (Schools Closed)
December	25-29	Winter Recess (Schools Closed)
January	1	New Year's Day (Schools Closed)
	15	Martin L. King Day (Schools Closed)
February	19-23	Mid-Winter Recess (Schools Closed)
April	2-10	Spring Recess (Schools Closed)
May	25-28	Memorial Day (Schools Closed)
June	20	MS Graduation
	22	Last Day of School
	24	HS Commencement

Note: If there are 4 emergency closings, school will be open on April 10, 2007. If there are 5 emergency closings, school will be open (1) on either April 9, 2007 or (2) May 25, 2007, as necessary.

*The number of days in the calendar shall remain the same as in the prior agreement. The Superintendent of Schools shall consult with the Union President regarding the structure of the calendar. The final determination shall remain with the Board of Education, pending the recommendation of the Superintendent of Schools.

2007/08 SCHOOL CALENDAR

September	3	Labor Day (Schools Closed)
	4	Conference Day
	5	School Opens
	13-14	Rosh Hashanah
October	8	Columbus Day (Schools Closed)
November	6	Conference Day
	12	Veterans' Day (Schools Closed)
	21-23	Thanksgiving Recess (Schools Closed)
December	24-31	Winter Recess (Schools Closed)
January	1	New Year's Day (Schools Closed)
	21	Martin L. King Day (Schools Closed)
February	18-22	Mid-Winter Recess (Schools Closed)
March	20-24	Easter Recess (Schools Closed)
April	21-25	Spring Recess (Schools Closed)
May	22-26	Memorial Day (Schools Closed)
June	25	MS Graduation
	27	Last Day of School
	29	HS Commencement

Note: If there are four emergency closings, school will be open on May 22, 2008.
If there are five emergency closings, school will be open on May 23, 2008.

*The number of days in the calendar shall remain the same as in the prior agreement. The Superintendent of Schools shall consult with the Union President regarding the structure of the calendar. The final determination shall remain with the Board of Education, pending the recommendation of the Superintendent of Schools.

APPENDIX D

A. PREP TIME -- ELEMENTARY TEACHERS OF SPECIAL SUBJECTS (ART, MUSIC, PHYSICAL EDUCATION, READING, LIBRARIAN)

1. Up to twenty (20) minutes of the preparation time of a teacher of special subjects, on a given day or days, may be scheduled by the building principal to occur prior to the beginning of their instructional schedule.

2. Field Trip Preparation Periods

Teachers shall not be granted any preparation period during school field trips.

B. PARENT CONFERENCES - ELEMENTARY

Parent-Teacher Conferences will be scheduled during or after the student day, exclusive of instructional time, and may include evening conferences. Parents and teachers will determine a convenient time for all such conferences. After school and evening conferences will be organized and coordinated by the building principal to the effect that appropriate security measures are provided.

Please see established guidelines governing conferencing procedures.

It is the joint objective of the District and the HTA to provide a flexible and responsive Parent-Teacher Conference program.

Effective July 1, 2007, two (2) one half (1/2) conference days for elementary teachers and special education teachers shall be scheduled in December in accordance with the District calendar. Teachers are required to fulfill regularly scheduled teaching duties for the remaining half (1/2) of the day not allocated for teacher conferences.

C. TUTORING RESPONSIBILITY

1. Elementary - All elementary school teachers will be available for ten (10) hours of tutorial assistance to students during the school year. All teachers will submit a schedule of availability to their respective principal or his/her designee for approval. The fact of such availability will be announced to parents by building principals and the schedule of such availability will be announced to students by teachers.

2. Secondary - All secondary school teachers will be available for twenty (20) hours of tutorial assistance to students during the school year. All teachers will submit a schedule of availability to their respective principal or his/her designee for approval. The fact of such

availability will be announced to parents by building principals or their designee and the schedule of such availability will be announced to students by teachers.

D. PROFESSIONAL TIME (STAFF MEETINGS)

Teachers will be required to attend building meetings called by the principal of each school, department meetings, or special group meetings as authorized by the Superintendent of Schools. The number of such meetings (beginning before the start of the normal workday or after the end of such normal workday) should not exceed five (5) per month except in emergency situations. All elementary and secondary teachers shall attend Superintendent's Conference Day(s).

APPENDIX E

Coaching Positions and Salaries 2006-2011

LEVEL	POSITION	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
1	Varsity Football	7,621	7,850	8,086	8,329	8,579
1	Varsity Girls Basketball	7,621	7,850	8,086	8,329	8,579
1	Varsity Boys Basketball	7,621	7,850	8,086	8,329	8,579
1	Varsity Wrestling	7,621	7,850	8,086	8,329	8,579
2	Varsity Gymnastics	6,689	6,890	7,097	7,310	7,529
2	Varsity Girls Swim	6,689	6,890	7,097	7,310	7,529
2	Varsity Boys Swim	6,689	6,890	7,097	7,310	7,529
2	Varsity Girls Winter Track	6,689	6,890	7,097	7,310	7,529
2	Varsity Boys Winter Track	6,689	6,890	7,097	7,310	7,529
2	Varsity Baseball	6,689	6,890	7,097	7,310	7,529
2	Varsity Lacrosse	6,689	6,890	7,097	7,310	7,529
2	Varsity Softball	6,689	6,890	7,097	7,310	7,529
2	Varsity Boys Spring Track	6,689	6,890	7,097	7,310	7,529
2	Varsity Girls Spring Track	6,689	6,890	7,097	7,310	7,529
3	Varsity Boys Soccer	6,288	6,477	6,671	6,871	7,077
3	Varsity Girls Soccer	6,288	6,477	6,671	6,871	7,077
3	Varsity Boys Volleyball	6,288	6,477	6,671	6,871	7,077
3	Varsity Boys Tennis	6,288	6,477	6,671	6,871	7,077
3	Varsity Girls Tennis	6,288	6,477	6,671	6,871	7,077
3	Varsity Girls Volleyball	6,288	6,477	6,671	6,871	7,077
3	Varsity Boys Golf	6,288	6,477	6,671	6,871	7,077
3	Varsity Girls Golf	6,288	6,477	6,671	6,871	7,077

LEVEL	POSITION	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
4	Varsity Football-Asst.	6,035	6,216	6,402	6,594	6,792
4	Varsity Football-Asst.	6,035	6,216	6,402	6,594	6,792
4	JV Girls Basketball	6,035	6,216	6,402	6,594	6,792
4	JV Boys Basketball	6,035	6,216	6,402	6,594	6,792
4	JV Wrestling	6,035	6,216	6,402	6,594	6,792
5	Varsity Cross Country Boys	5,675	5,845	6,020	6,201	6,387
5	Varsity Cross Country Girls	5,675	5,845	6,020	6,201	6,387
5	JV Football	5,675	5,845	6,020	6,201	6,387
5	Varsity Lacrosse - Asst.	5,675	5,845	6,020	6,201	6,387
6	JV Football - Asst.	5,467	5,631	5,800	5,974	6,153
6	JV Football - Asst.	5,467	5,631	5,800	5,974	6,153
6	Varsity Girls Swim - Asst.	5,467	5,631	5,800	5,974	6,153
6	JV Boys Volleyball	5,467	5,631	5,800	5,974	6,153
6	Varsity Boys Swim - Asst.	5,467	5,631	5,800	5,974	6,153
6	Varsity Girls Winter Track - Asst.	5,467	5,631	5,800	5,974	6,153
6	Varsity Boys Winter Track - Asst.	5,467	5,631	5,800	5,974	6,153
6	Varsity Bowling	5,467	5,631	5,800	5,974	6,153
6	JV Baseball	5,467	5,631	5,800	5,974	6,153
6	JV Lacrosse Head	5,467	5,631	5,800	5,974	6,153
6	JV Girls Lacrosse	5,467	5,631	5,800	5,974	6,153
6	JV Softball	5,467	5,631	5,800	5,974	6,153
6	Varsity Boys Spring Track - Asst.	5,467	5,631	5,800	5,974	6,153

LEVEL	POSITION	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
6	Varsity Girls Spring Track - Asst.	5,467	5,631	5,800	5,974	6,153
6	JV Girls Volleyball	5,467	5,631	5,800	5,974	6,153
7	JV Basketball	5,125	5,279	5,437	5,600	5,768
7	Varsity Cross Country Track - Asst.	5,125	5,279	5,437	5,600	5,768
7	JV Boys Soccer	5,125	5,279	5,437	5,600	5,768
7	JV Girls Soccer	5,125	5,279	5,437	5,600	5,768
7	JV Girls Tennis	5,125	5,279	5,437	5,600	5,768
7	JV Boys Golf	5,125	5,279	5,437	5,600	5,768
7	JV Boys Lacrosse - Asst.	5,125	5,279	5,437	5,600	5,768
7	JV Girls Lacrosse - Asst.	5,125	5,279	5,437	5,600	5,768
7	JV Boys Tennis	5,125	5,279	5,437	5,600	5,768
9	7 & 8 Grade Cross Country Coed	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Football	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Football - Asst.	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Football - Asst.	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Boys Soccer	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Girls Soccer	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Basketball Boys	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Basketball Girls	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Girls Volleyball	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Wrestling	4,207	4,333	4,463	4,597	4,735

LEVEL	POSITION	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
9	7 & 8 Grade Wrestling - Asst.	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Boys Volleyball	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Baseball	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Gymnastics	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Lacrosse - Boys	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Lacrosse - Asst. - Boys	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Softball	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Coed Swim	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Coed Swim - Asst.	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Coed Spring Track	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Lacrosse - Girls	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Lacrosse - Asst. - Girls	4,207	4,333	4,463	4,597	4,735
9	7 & 8 Grade Cross Country Coed	4,207	4,333	4,463	4,597	4,735

APPENDIX F

The current past practice with respect to the schedule of minutes of the teacher workday will continue for the 2002/03 school year as provided below:

ELEMENTARY TEACHERS DAY AND HOURS

<u>Elementary Staff</u>	<u>Teacher Day</u>	<u>Supervision or Duty</u>	<u>Lunch Period</u>	<u>Prep Period</u>	<u>Classroom Instr. Day</u>
Kindergarten	390	20	40	40	270*
1-6, Art, Music, Phys. Ed., Library Med., Reading, Nurse, Learning Center	390	20	40	40	290

*Kindergarten shall have an additional twenty (20) minutes for enrichment or remediation of their students, as determined by the teacher and/or the administrator. In the event this time is not needed for remediation or enrichment, the teacher may use it for preparation time.

Elementary Teaching Hours. **Effective 7/1/03**, the length of the elementary teacher workday shall be increased by 20 minutes as provided below:

<u>Elementary Staff</u>	<u>Teacher Day</u>	<u>Supervision or Duty</u>	<u>Lunch Period</u>	<u>Prep Period</u>	<u>Classroom Instr. Day</u>
K-5, Art, Music, Phys. Ed., Library Med., Reading, Nurse, Learning Center	410	40	40	40	290

The foregoing time will be used for Supervision or Duty in the following manner:

- traditional duties (including bus, hallway)
- staff development, planning, workshops and grade or subject area coordination
- conferencing with parents
- planning of special school-wide events

SECONDARY TEACHER DAY AND HOURS

<u>Grade</u>	<u>Teacher Day</u>	<u>Pre-Post Supv.</u>	<u>Homeroom Duty Per.</u>	<u>Lunch Period</u>	<u>Prep. Period</u>	<u>Passing Time</u>	<u>Classroom Instr.</u>
7-8**	398	11	1 Period	1 Period	2 Periods	27	200
9-12**	410	10	1 Period	1 Period	2 Periods	40	200

**The Eighth Grade teacher day shall be the same as the teacher day in the building in which that grade is housed.

***Bus duty before and after the teacher day shall be assigned to volunteers. If there are no volunteers, the District may use non-unit personnel. Said bus duty shall be in lieu of the duty period during that day.

Effective 7/1/03, the middle school teacher workday shall be increased by twenty (20) minutes. The foregoing time will be used for "pre-post supervision time" as set forth in this Agreement.

<u>Grade</u>	<u>Teacher Day</u>	<u>Pre-Post Supv.</u>	<u>Homeroom Duty Per.</u>	<u>Lunch Period</u>	<u>Prep. Period</u>	<u>Passing Time</u>	<u>Classroom Instr.</u>
6-8**	418	31	1 Period	1 Period	2 Periods	27	200

At the Middle School, the use of pre-post supervision time for student advisory activities will be referred to a Study Committee, 3 members of which will be selected by the Association President and 3 by the Superintendent. A report will be issued for the Superintendent's review prior to implementation of the Advisory on or before May 1, 2003. Implementation of the advisory shall be mutually agreeable and effective as of 7/1/03.

Middle School duty period activities will be expanded to include the following activities under the direction of the administration:

- traditional duties (including bus, hallway, outside duty. The current practice of rotating duties shall continue;)
- department academic resource centers, academic intervention services, enrichment, or tutorial services with the teacher's assigned students only;
- staff development, planning, workshops and grade or subject area coordination;
- conferencing with parents;
- planning of special school-wide events
- cafeteria/Recess Duty (two teachers per period during student lunch periods).

Grade 6 will follow the secondary teacher day and hours so long as the grades 6-8 organizational pattern for the Middle School is in effect.

Effective 7/1/03, the high school teacher workday shall be increased by ten (10) minutes. The foregoing time will be used for "pre-post supervision time" as set forth in this Agreement.

<u>Grade</u>	<u>Teacher Day</u>	<u>Pre-Post Supv.</u>	<u>Homeroom Duty Per.</u>	<u>Lunch Period</u>	<u>Prep. Period</u>	<u>Passing Time</u>	<u>Classroom Instr.</u>
9-12**	420	20	1 Period	1 Period	2 Periods	40	200

High School duty period activities will be expanded to include the following activities under the direction of the administration:

- traditional duties (including bus, hallway, commons duty. The current practice of rotating duties shall continue;)
- department academic resource centers, academic intervention services, enrichment, or tutorial services shall be provided by teachers no more than 20 weeks per year;
- staff development, planning, workshops and grade or subject area coordination;
- conferencing with parents;
- planning of special school-wide events.

**The Eighth Grade teacher day shall be the same as the teacher day in the building in which that grade is housed.

***Bus duty before and after the teacher day shall be assigned to volunteers. If there are no volunteers, the District may use non-unit personnel. Said bus duty shall be in lieu of the duty period during that day.

**APPENDIX G
ORDERLY TRANSITION OF STAFF UPON REORGANIZATION**

July 1, 1995 - June 30, 1998

Teachers affected by reorganization will be given an opportunity to select the grade level and/or school (6th grade by subject as might be applicable) that they would prefer to teach when reorganization occurs. Each teacher will make a first and second choice.

All first choices will be honored. In the event there are more applicants than positions available, the reorganization committee composed of two representatives selected by the Superintendent of Schools and two representatives from the Hauppauge Teachers Association will meet and follow criteria to grant teachers their choice.

The criteria for granting the first choice will be based on experience in grade level, District need and seniority.

In the event that both choices of an individual are not granted, the above procedure will be repeated.

The criteria the committee will follow for granting the first choice will be based on experience in grade level, District need and seniority. In the event that both choices of an individual are not granted, the above procedure will be repeated.