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Union: **East Moriches Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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AGREEMENT

BETWEEN

the

BOARD OF EDUCATION

EAST MORICHES UNION FREE SCHOOL DISTRICT

and the

EAST MORICHES TEACHERS' ASSOCIATION

July 1, 2010 through June 30, 2014

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**ARTICLE I
RECOGNITION**

The Board of Education recognizes the East Moriches Teachers' Association as the representative of all teaching personnel, which includes Teaching Assistants and School Psychologist, in the East Moriches Union Free School District.

**ARTICLE II
DEFINITIONS**

- A. Within the agreement, the duly elected members of the East Moriches Union Free School District Board of Education shall be referred to as the Board.
- B. Members of the East Moriches Teachers' Association of the East Moriches Union Free School District shall be referred to as the Association.
- C. Professional personnel hired by the East Moriches Union Free School District will be defined as those persons, being duly qualified in their respective areas to teach primary and/or secondary school subjects; therefore, as such, shall be referred to as "teachers" and "teaching assistants."

**ARTICLE III
ASSOCIATION-ADMINISTRATION-BOARD MEETINGS**

In order to promote a harmonious labor/management relationship between the District and the Association, the following shall apply:

A. MEETINGS

The President or designee and the Superintendent or designee, shall meet as needed to confer informally on matters relating to the terms and conditions of the collective bargaining agreement which affect the students, the District, the Teachers and school matters.

B. ADDITIONAL PERSONNEL

The President of the Teachers' Association and the Superintendent reserve the right to invite additional personnel who they shall determine may contribute to the matters under discussion at such meeting.

- C. Two elected officers of the East Moriches Teachers' Association, the Superintendent of Schools and two members of the Board of Education will meet once during each year of the agreement to discuss items that might generally fall under paragraph (A) of this section. The purpose of this discussion will be to inform; and there is no mandate for action. The date of this meeting will be mutually agreed upon by the two

groups and the Superintendent of Schools. The discussion will not exceed four (4) hours unless mutually agreed upon.

- D. The principal may hold ten faculty meetings per year at which attendance is required unless excused.

ARTICLE IV ACCESS TO BOARD MINUTES

The officers of the Association or their designated representative(s) shall have access to all Board minutes and to the following financial data when in final form - Statement of General Fund Expenses Compared with Budget Appropriation, Statement of Revenue and Fund Balance-General Fund, Annual Proposed Budget and SBM Form. Such material will be made available upon written request to the Superintendent of Schools who shall provide such material within one week of its request.

ARTICLE V CONFERENCES AND WORKSHOPS

Subject to the approval of the Superintendent of Schools, any teacher requesting to attend conferences and/or seminars beneficial to the educational needs of the District will be allowed to do so without loss of pay, time or leave benefits. All reasonable expenses incurred by the teacher, such as registration fees, transportation, meals and lodging, shall be reimbursed by the District after submission of receipts of expenditures.

ARTICLE VI TEACHER AND ASSOCIATION RIGHTS

- A. There shall be no reprisals of any kind against any teacher by reason of his membership or non-membership in the Association or participation in its activities.
- B. The Association shall be given a place on the agenda of the Orientation Program for new teachers. A reasonable time span, as requested by the President of the Association or his designated representatives, shall be granted.
- C. No Board and/or Administrative policies, instructions or handbooks shall in any way limit the rights granted to teachers within this agreement.
- D. The Association shall have the right to use school buildings and facilities for Association meetings, provided that the use shall not interfere with regular school operations, and shall have been cleared with the Superintendent of Schools and approved by the Board for Association activities other than organizational meetings in accordance with the Board's policy for other community and civic groups.

- E. The Association shall be permitted the use of teacher mail boxes for distributing its organizational material.
- F. The Association shall be granted twelve (12) days per school calendar year for Association business. Effective July 1, 2012, thirteen (13) days per school calendar year shall be granted for this purpose. The Association shall reimburse the District for the cost of the substitutes.
- G. The President of the Teacher Association shall be relieved of all Home Room duties.

**ARTICLE VII
NEGOTIATION PRECEDENT**

Notwithstanding the aforesaid, it is not the intention of the parties hereto to create precedents, which, in future negotiations, at the expiration of this agreement shall bar neither party from re-evaluating any of said policies on the basis of experience factors.

**ARTICLE VIII
DUTIES OF TEACHERS - LENGTH OF SCHOOL DAY
PREPARATION PERIODS - SCHOOL CALENDAR**

- A. Teachers workday shall be six (6) hours forty (40) minutes maximum, except to attend teacher meetings or parent conferences, providing that a two (2) day advance notice is given except in emergencies.
- B.
 - 1. Each Junior High School teacher having less than a nine (9) period day shall have a minimum of one (1) unassigned period each day for preparation.
 - 2. Junior High School teachers having a nine (9) period day shall have a maximum of two (2) unassigned periods each day for preparation.
 - 3. Subdivision B 1 & 2 shall apply to special area teachers (Art, Music, and P.E., working K through 8).
 - 4. Each elementary teacher shall be granted two hundred minutes of preparation time during each five (5) day week, which preparation time shall be assigned at the discretion of the administration. Preparation time for work weeks of less than five (5) full teaching days shall be prorated at the rate of forty (40) minutes per full teaching day whenever possible.
- C. At the discretion of the Superintendent of Schools, academic teachers at the JUNIOR HIGH level shall not be assigned more than five (5) teaching assignments except in accordance with the following:

1. At the beginning of the school year if the total number of students in both the 7th and 8th grades exceeds fifty-eight (58) students respectively, then and only then, may the Superintendent assign six (6) teaching assignments. In addition, and;
2. At the discretion of the Superintendent, an additional class in math may be formed which shall benefit a sufficient number of academically able students. The Superintendent shall then assign a sixth (6th) teaching period to an individual teacher at the JUNIOR HIGH SCHOOL level.
3. Any other discipline, which the District may introduce, pursuant to (2) above, shall only be done by mutual consent of the Association.
4. Teachers who may be required to teach a sixth (6th) period in accordance with (1) and (2) above, shall not be required to teach outside their secondary area of certification, nor shall they be required to perform lunch room duties other than necessary home room duty which shall be on a rotating basis.
5. All teaching assignments shall consist of only 7th and 8th grade students.
6. In the event that a 6th period is required in either the 7th or 8th grade, there shall be no reduction of staff or the elimination of position(s) or reduction of full-time equivalents in either the 7th or 8th grade during the school calendar year.
7. Special Education Teachers & Speech & Language Therapists - Each Spring, Special Education Teachers and Speech and Language Therapists shall be granted release time equal to one-half school day to work on IEPs and annual reviews

D.

1. The President of the East Moriches Teachers' Association will be relieved of all administrative duties during her or his term of office.
2. In addition to the regular work year the Guidance Counselor will be required to work 10 days between the close of school in June and the opening of school in September, as approved by the Building Principal. Compensation for these duties will be at the rate of 1/200th of the Guidance Counselor's annual salary per day.

E. CLASS SIZE:

The District shall endeavor to achieve the following per grade average class size goals:

Kindergarten	23
1 - 3	24
4 - 5 - 6	28
7 - 8	29

However, if the class size in any grade be exceeded by 4 (i.e., K - 27; 1-3 - 28; 4-5-6 - 32 and 7-8 - 33) during the school year, then a full time aide for that class will be hired within thirty (30) working days thereof. The Board will endeavor to obtain the services of a community resident - teacher aide or teacher assistant, with one year's experience. In the event said person is unavailable (i.e., with one year's experience), any qualified community resident may be employed. By September of the following year, an additional class section shall be formed in the event that class size exceeds K - 27; 1-3 - 28; 4-6 - 32; or 7-8 - 33.

The District shall continue to endeavor to achieve the per grade class size average goals set forth above, however, only in the 2012-2013 and 2013-2014 school years, the District shall not be obligated to obtain the services of a teacher aide or teaching assistant if these averages are exceeded by four or less students. This provision shall not result in the elimination of teacher positions in the applicable year. This provision shall sunset on June 30, 2014.

- F. Special subject teachers in the ELEMENTARY grades shall be used to proctor JUNIOR HIGH SCHOOL examinations only during periods normally assigned.
- G. The TEACHER WORK YEAR shall not commence until after Labor Day when possible. It shall not exceed one hundred eighty-five (185) days which shall include no more than one hundred eighty (180) student contact days and no less than five (5) Superintendent Conference Days, a minimum of three (3) which shall be designated as Professional Development Days. The Superintendent will provide the Teachers' Association with a draft copy of the School Calendar prior to its adoption by the Board of Education. Any suggestions(s) concerning the Calendar will be provided to the Superintendent within ten (10) school days of receipt of the draft calendar.
- H. PART-TIME TEACHERS, who work five (5) days per week, will be paid on the basis of a five (5) period day. Example: If a teacher working two (2) periods per day, he/she will be paid two-fifths (2/5) of step salary. In addition the teacher shall be required to perform two (2) duties per week. In the event the teacher works a three (3) period day, five (5) days per week, the teacher would receive three-fifths (3/5) step salary. In addition, the teacher shall be required to perform three (3) duties per week.

I. SNOW DAYS:

Effective July 1, 2012, in the event that the District is closed due to snow or other inclement weather (snow days) more than one time (but less than 4 times) in a school year, the District shall not schedule make up days during the teachers' pre-scheduled recess periods (ie., Christmas break, February break and Spring break). Should the District require four (4) snow days, there will be a loss of recess days.

**ARTICLE IX
SUBSTITUTES**

Whenever a teacher is absent for a full day, a substitute shall be provided. If the Superintendent of Schools is unable to secure a substitute, he will notify the Association President of the efforts made to secure a substitute.

**ARTICLE X
TEACHER PERSONNEL FILES**

- A. Teacher personnel files shall be maintained in the District Office.
- B. Before new material is placed in said files; the teacher shall be given a copy of said material and the opportunity to review it. All such materials will be kept in the District Office before filing in the teacher's folder. The teacher shall have the opportunity to comment and sign said material, said signature shall indicate only that he/she has examined said material. The only exception to the foregoing shall be confidential employment references and college transcripts used to evaluate the teacher for initial employment.
- C. The teacher shall have the right to answer, in writing, any material in his or her file.
- D. Upon reasonable request by the teacher, he or she shall be permitted to examine his/her file with the Superintendent of Schools.
- E. The teacher shall be permitted to reproduce non-confidential material in his/her file.
- F. The teacher shall have the right to have a representative of his/her choice present when he/she is reviewing his/her file.

**ARTICLE XI
OBSERVATION AND EVALUATION OF TEACHERS**

- A. Each year, three (3) formal written observations shall be made of teachers during their probationary period by an administrator of the School District and a recommendation for reappointment or tenure shall be made to the Board no later than April 1st. Reappointments or tenure recommendations made to the Board may be retracted after the April 1st deadline provided the retraction is made prior to the effective date of the reappointment or tenure and

appropriate notice is given. Two (2) of the three formal observations will be made with no less than one (1) week's advance notice to the probationary teacher. All three observations shall be conducted with a view to the principle that all observations should assist the teacher in the development of his/her professional skills and competencies. The observation forms in Appendix C are intended for use.

- B. In the event that a formal observation is required, a pre-observation meeting will be held with the teacher and administrator. The EMTA President will be notified of this meeting prior to it taking place. The teacher may invite an EMTA representative to attend.
- C. A written evaluation report (end-of-year report) for each teacher will be made once each year. The written evaluation shall be based on the principle that all evaluations of teachers should assist them in the development of their professional skills and competencies. Any areas in need of improvement shall have been discussed prior to the written evaluation and will allow time for such improvements to have been made. The evaluation for teachers is set forth in Appendix D.
- D. Informal observations of teachers may be made with or without advance notice to the teacher. Informal observations do not include lesson plans outside the plan book, pre-observation meetings, or any written documentation. The District reserves the right to ask for a plan and/or grade book to demonstrate evidence of instructional planning.
- E. All observations, both formal and informal, and written evaluations shall be discussed with the teacher within approximately ten (10) school days.
- F. In the event of a difference of opinion between the Administrator and a teacher, such difference will be noted on the written formal observation or evaluation report as indicated by an attached response provided by the teacher.
- G. Formal written observations and evaluation reports will be signed by both the teacher and the administrator and placed in the teacher's personnel file.
- H. In all cases, the teacher shall have the right to respond to any formal observation or evaluation report thereon and to attach a copy of his/her response, which shall be kept with the original observation or evaluation.

ARTICLE XII APPOINTMENT, PROBATION AND TENURE

- A. Each year during the probationary period, the teacher will be advised in writing, by March 1st, when possible, but no later than April 1st of his/her reappointment for the following year when such action is taken by the Board. The teacher shall request such information after March 1st and the Administrator shall respond by April 1st. The teacher shall be notified, in writing, when he/she has been approved for appointment to tenure.

- B. Job Security: Effective June 30, 2012, for Year 3 (2012-2013), no teacher shall be terminated or have their position abolished due to budgetary reasons, economic restraints, abolition of programs, reorganization except for terminations of probationary teachers, or tenured teachers pursuant to Education Law 3020-a.

This provision sunsets and becomes null and void on June 30, 2013.

**ARTICLE XIII
GRIEVANCE, ARBITRATION PROCEDURES**

A. LEVEL OF PROCEDURE

LEVEL 1

The Association and/or teacher having a grievance (filed within thirty (30) school days of occurrence) of an alleged violation, misapplication, or misinterpretation of this Agreement may discuss it with the Superintendent of Schools or his designee with the objective of resolving the matter. It shall not include matters, which are reviewable by law or by the Rules and Regulations of the N.Y.S. Commissioner of Education. The Superintendent of Schools or his designee must respond within ten (10) school days after discussing the grievance with the Association and/or the teacher.

LEVEL 2

If the aggrieved person is not satisfied with the disposition of his grievance at level one, it shall be reduced to writing and presented to the Superintendent of School within ten (10) school days of the Superintendent's Level 1 response. Within ten (10) school days after the written grievance is presented to him, the Superintendent shall render a decision thereon, in writing, and present it to the teacher and the Association.

LEVEL 3

If the aggrieved person is still not satisfied, he/she may file the grievance with the Association's representative in writing. Within ten (10) school days after receiving the written grievance, the Association's representative shall refer it to the Board of Education. Within ten (10) school days after receiving the written grievance, the Board, or its duly constituted committee, shall meet with the aggrieved person and/or the Association's representative for the purpose of resolving the grievance. Within ten (10) school days of said meeting, the Board of Education or its duly constituted committee shall render a decision in writing.

LEVEL 4

If the Association is not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within ten (10) school days since the Association first met with the Board, the Association may proceed to arbitration.

B. DISTRICT WAIVER

If the Superintendent of Schools, the Board of Education, or a duly constituted committee of the Board fails to respond within the appropriate time limits, the aggrieved person(s) or the Association may proceed to the next level.

C. ARBITRATION PROCEDURE

1. Any grievance as outlined in definitions hereof which is not settled through the grievance procedure may be submitted to arbitration, provided that the Association notifies the Superintendent of Schools within ten (10) school days from the date of receipt of the written denial of the grievance in Level 3. If no such notice is received by the Superintendent of Schools within said ten (10) school days; the grievance shall be considered automatically settled on the decision given in writing after the third step.
2. (a) The Superintendent of Schools and the Association hereby agree to the names of the following permanent arbitrators for the duration of this Agreement:
 1. Rosemary Townley
 2. Jay Siegel
 3. Jack Tillem
 4. Martin Scheinman
- (b) The arbitrators shall be appointed in numerical order as shown above to serve as grievances arise. If the arbitrator is unavailable, then it shall be placed before the next numerically designated arbitrator.
- (c) The names shall be on a continuing numerically rotating basis. When a grievance is heard before an arbitrator, his name shall be dropped to the bottom of the list.
- (d) In the event that no arbitrator is available, the grievance shall be submitted to the American Arbitration Association pursuant to their Rules and Regulations.
3. The arbitrator shall be limited to ruling on the breach, interpretation or the application of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

4. The arbitrator's award shall be made in writing and shall be rendered within thirty (30) school days after the hearings are officially closed and/or the date of post briefs filed by either side.
5. The decision of the arbitrator shall be final and binding.
6. The cost for the services of the arbitrator, if any, shall be shared equally by the parties.

**ARTICLE XIV
SICK LEAVE, TEMPORARY LEAVE OF ABSENCE, EXTENDED LEAVES
OF ABSENCE, CHILD CARE LEAVE AND
SABBATICALS**

A. 1. ANNUAL SICK LEAVE ALL TEACHERS

Shall be ten (10) days per year with unlimited accumulation.

2. FAMILY ILLNESS

Absence due to illness in the immediate family of a teacher shall be permitted but shall not exceed five (5) days each school year, and shall be deducted from the accumulated sick leave entitlement.

B. ANNUAL PERSONAL DAYS

Shall be two (2) days per year. In unusual circumstances the Board, upon the recommendation of the Superintendent of Schools, may grant additional personal business days. Any personal days granted beyond two (2) shall be deducted from the teacher's accumulated sick leave. Two personal days shall be accumulated as sick days if not used during the current school year.

PERSONAL BUSINESS

"Personal Business" is defined as such personal matters which cannot be attended to at any other time and shall not include gainful employment, the seeking of gainful employment or any activity that may be deemed to be amusement or entertainment. However, "Personal Business" shall include the seeking of gainful employment where the teacher has received administrative notice of intent to terminate the teacher's employment. "Personal Business" is not to be used as an extension of absences already provided for in other sections of this contract. However, a teacher will be permitted to request "Personal Business" days immediately following another absence, provided the "Personal Business" absence is not used as an extension of that particular absence.

Any day of the school year may be requested for "Personal Business" except for the first and last days of the school year and the day immediately preceding and the day immediately following the Easter and Christmas recess, except with the approval of the Superintendent of Schools. The Association agrees that any teacher using such days for amusement or other employment is in violation of the spirit and intent of this provision.

C. With the prior approval of the Superintendent of Schools each teacher shall be entitled to two (2) visitation days per year. These days shall be used for the purpose of studying educational practices with other school systems. Any teacher utilizing the days provided under this provision shall be required to file a report with the Superintendent of Schools and Board.

D. An annual tally of unused sick days as of September 1st, is to be submitted to all teachers by October 1st of each school year.

E. DEATH IN FAMILY

Leave due to death in immediate family shall be: Five (5) days for spouse, sibling, child, mother, father; mother-in-law and father-in-law. One (1) day for aunt, uncle, grandmother or grandfather. In the event of an unusual circumstance, the teacher may request additional days from the Superintendent of Schools.

F. JURY DUTY

Jury Duty or attendance required in Court as witness, or by subpoena, will not result in payroll deductions and the number of days will not be deducted from sick leave. Jury reimbursement shall be returned to the district, except travel expenses.

G. CHILD CARE LEAVE

1. A child care leave of absence, without pay, shall be granted for not more than two (2) school calendar years.

2. Child care leave shall be granted for birth of child, adoption of child, illness of child or death of spouse.

3. Child care leave may begin during a school year, provided, however, that the Superintendent of Schools is notified, if possible, by the teacher one (1) month in advance of such leave, except in the case of pregnancies.

4. A teacher granted child care leave during the school calendar year, may at his/her discretion, elect to remain on such leave through and including the next school calendar year, in accordance with paragraph "A" above, provided however, the teacher notifies the Superintendent of School no later than May 1st preceding the beginning of the next calendar year, or the teacher may return to teaching duties the next semester following such leave.

5. It is the teacher's obligation to notify the Superintendent of Schools of his/her intention to elect such options as indicated in (4) above. Failure to return to school at the end of the approved leave, shall be considered an abandonment of the teacher's position.
6. A teacher who is disabled as a result of pregnancy may elect to use her accumulated sick leave upon submission of medical certification stating the reasons for the inability of the teacher to return to work. The Board may, at its discretion, direct the Board physician to confer with the teacher's physician to determine the nature and length of such disability.
7. In an unusual and/or emergency case, the Board, upon request of the teacher, may, at its discretion, waive all of the provisions with respect to child care leave, provided, however, that the teacher notifies the Superintendent of Schools of his/her intent to return earlier than previously expected and the reasons therefore.

H. FMLA

In the interest of achieving compliance with FMLA regulations, the District shall begin to implement FMLA requirements upon execution of this agreement. This shall include use of DOL forms, eligibility calculations, and other FMLA requirements except that the District agrees that use of sick, personal, and vacation leave shall not begin to run concurrently with FMLA leave until June 30, 2014.

I. SABBATICAL LEAVE

Upon recommendation of the Superintendent of Schools, Sabbatical Leaves of Absence will be granted for study or travel which will directly enhance his/her teaching in the district. Sabbatical Leave of Absence will be granted to a member of the teaching staff by the Board of Education subject to the following conditions.

1. Preference in the granting of sabbatical leaves of absence will be based upon the order of receipt of applications and benefit to the school district. The applicant must be a tenured and permanently certified teacher.
2. One member of the professional staff will be permitted to begin a sabbatical each year. Each year a new applicant can be added, with not more than three (3) applicants on a sabbatical at the same time.
3. Request for a sabbatical leave of absence must be received by the Superintendent of Schools in writing no later than January 31. This request should be accompanied with a complete outline of the proposed sabbatical program. Action must be taken on all such requests no later than March 31, of the school year preceding the school year for which the sabbatical was requested.

4. Sabbatical leaves of absence shall be summer sabbaticals. These shall be at one-sixth (1/6th) of the individual's salary that he/she would have received during the period of such leave. This is to be continued for three (3) consecutive summers.
5. Prior to the granting of sabbatical leaves of absence, a teacher shall enter into written agreement that upon the termination of such leave he/she will return to service in the East Moriches School system for a period of two (2) years following the termination of the sabbatical.
6. Once a teacher has completed a sabbatical, that teacher cannot apply again until nine (9) years after its completion. In default of completing such service, he shall refund to the Board the amount equal to such proportion of salary received by him/her while on leave, unless such default is due to illness, disability, death, or other circumstances beyond the control of the individual.
7. Upon return from a sabbatical leave, the teacher's salary shall be the same as he would have received had the period of his/her leave been spent in the East Moriches School system.
8. Any member of the staff who wishes a leave of absence for study, without salary for travel deemed beneficial to the district or for health reasons, may apply for such leave if he/she submits an approved program of study and/or research for an advanced degree. Such leave must be processed through the "Committee for Sabbatical Leaves" to the Superintendent of School's office for his recommendation to the Board of final approval. There will be a limit of one such leave approved per year.

J. LEAVE OF ABSENCE

1. The Board of Education may at its discretion grant unpaid leave of absence up to one (1) year.
2. An additional year's leave may also be granted to the Teacher provided he/she requests such extension no later than three (3) school calendar months prior to the expiration of the original leave of absence.
3. It shall be understood that conditions for such leaves and the continuance thereof shall be determined by the Board of Education.

**ARTICLE XV
TERMINATION PAY**

- A. The Board agrees to grant to the teacher who has not reached the age of fifty-five (55) years upon separation, one (1) day's pay for every three (3) days of accumulated unused sick leave not to exceed one hundred and twenty (120) days at the computation rate of 1/200th.

- B. Members of EMTA fifty-five (55) years or older who terminates their employment with the District shall be entitled to 50% (1/2) compensation of their accrued unused sick leave days, up to a maximum of 160 days of pay at the rate of 1/200th of their then base annual salary. Any teacher who has earned 300 or more sick days as of 6/30/2002 will be grandfathered and will be paid up to a maximum of 180 days.
 - 1. In the event the teacher who is fifty-five (55) years or older dies while employed by the District, said accrued sick leave days shall be paid to the estate of the deceased teacher in the same manner as outlined in B above.

**ARTICLE XVI
TEACHER EMPLOYMENT**

Teachers shall be notified of their tentative teaching assignments for the coming school year by APRIL 1. In the event that a change of teaching program is necessitated thereafter, the teacher shall be notified of such change and the reasons therefore. The teacher shall have the right to a conference with the Superintendent of Schools to discuss such change.

**ARTICLE XVII
TEACHER PAY AND PAYROLL DEDUCTIONS**

- A. Teachers shall have the option of receiving their contract salary in either 21 or 26 payments. This option may not be altered during the course of the school year.
- B. The Board agrees to withhold from teacher salaries in the form of payroll deductions the following items: Dues for professional associations (East Moriches Teachers' Association, New York State United Teachers, NYSUT Benefit Trust Fund, Legend, VOTE and, American Federation of Teachers); credit union payments or savings; United States Savings Bond deduction. Professional dues and/or dental deductions shall be made from second payroll payment and end on the last payroll payment in May to staff members.
- C. **AGENCY SHOP**
 - 1. Pursuant to the passage of legislation enabling the implementation of Agency Shop Fee, the East Moriches Union Free School District does hereby agree that no later than fifteen (15) days after the effective date of this agreement or fifteen (15) days after the effective date of employment, whichever is later, each employee will pay the East Moriches Teachers' Association each month a service charge toward the administration of this agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the East Moriches Teachers' Association on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's monthly dues for each month thereafter. The East Moriches Union Free School District shall deduct such fee in the same manner the

membership dues are deducted. The East Moriches Teachers' Association shall supply the school district with a list of names of non-members at least fifteen (15) days prior to the deduction of the Agency fee.

2. The East Moriches Teachers' Association shall submit to the District, pursuant to Chapter 677 of the Laws of 1977 of the State of New York, a procedure providing for the processing of demands, by members of the bargaining unit, for the return of that portion of the agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the East Moriches Teachers' Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The aforesaid procedure shall not be substantially changed without the prior approval of the Board of Education.
3. The East Moriches Teachers' Association herewith indemnifies and saves the school district, Board of Education and its employees, harmless from any and all lawsuits, actions or proceedings at law before the courts, or an administrative agency, arising from this article.

ARTICLE XVIII FRINGE BENEFITS

HEALTH INSURANCE

The parties will examine alternate insurance carriers for all insurances initiated by either party to this agreement in order to ascertain the feasibility of obtaining equal or better coverage/benefits for the same or lesser premium rates. Any change of carrier must be mutually agreed upon by the parties.

- A. The East Moriches School Board is presently a member of the New York State Health Insurance Plan (NYSHIP) available under Article XI of the Civil Service Law.

Employees shall contribute fifteen (15%) percent of the premium costs of health insurance toward the NYSHIP Empire Plan.

1. The Board shall pro-rate the NYSHIP health insurance for all part-time teachers hired after July 1, 1984, at the rate of 20% of full coverage for each day of the week worked on a regular basis.
2. Any teacher who has attained fifteen (15) or more years of service to the District and is eligible to retire under his/her New York State Retirement tier level plans shall receive a fully paid health insurance program except as provided below. If teacher elects to retire from the District:
 - a. The District shall pay no more premium increases, if any, on behalf of the retired employee than the premium amount at the time of retirement.

- b. Any increase thereafter shall be borne by the retired employee.
- c. It shall be the obligation of the retired employee to attest on an annual basis to his/her current family or individual status and complete such forms as any insurance provider and/or School District and/or State agency may require.
- d. The District shall provide an individual contract to the retired teacher. See Appendix B.

HEALTH INSURANCE BUY-BACK

- B. A teacher covered by his/her spouse under a health insurance plan shall have the option to receive a cash payment in lieu of Health Coverage provided by the District. This cash payment option shall be \$4,400 annually in lieu of the option not to have family coverage, and \$2,200 annually in lieu of the option not to have individual coverage. (See detailed procedure in Appendix "A".)

DENTAL PLAN

- C. During the term of this agreement the Board shall annually pay \$250 x the number of teachers employed.

TAX SHELTERED ANNUITIES

- D. The Board agrees to continue a tax-sheltered annuities program in accordance with the provisions of Section 403 (b) of the Internal Revenue Code of 1954, as amended. A teacher has the right to change companies once during the school year.

LIFE INSURANCE

- E. The Board shall provide life insurance in the amount of Twenty Thousand Dollars (\$20,000) for each teacher, the premium for which shall not exceed One Thousand Dollars (\$1,000).
 - 1. Subject to the approval of the Insurance Carrier, members of the Association shall be allowed to purchase additional life insurance at the group rate.
 - 2. A teacher who is on authorized unpaid leave of absence shall be permitted, subject to the approval of the carrier, to purchase at their own expense any of the offered insurance at the group rate.

ARTICLE XIX SALARY & LONGEVITY

- A. Teacher salaries shall be paid in accordance with:

1. Schedule "A", effective July 1, 2010 (July 1, 2009 Schedule "E" increased by 0%).
2. Schedule "B", effective July 1, 2011 (Schedule "A" increased by 2%).
3. Schedule "C", effective July 1, 2012(Schedule "B" increased by 0%). There shall be no step movement on July 1, 2012.
4. Schedule "D", effective July 1, 2013 (Schedule "C" increased by 1.5%). Step movement shall occur on February 1, 2014, not on July 1, 2013. **Example:** A teacher on Step 2, Column A in the 2011-2012 school year shall remain on Step 2 through to and during the 2012-2013 school year. The parties understand that this teacher will move to Step 3, not Step 4 effective February 1, 2014. Normal step movement shall resume on July 1, 2014.
5. Schedules "A", "B", "D" and "E" reflect guaranteed percentage increases.

B. TEACHING ASSISTANTS

Salaries for full-time Teaching Assistants from the duration of this agreement shall be amended as follows:

Year 1 (2010-2011): \$28,658
 Year 2 (2011-2012): \$29,231
 Year 3 (2012-2013): \$29,523
 Year 4 (2013-2014): \$30,114

1. Teaching Assistants shall receive, after completion of six (6) years of service to the District, an additional \$600 added to their base salary.
2. Teaching Assistants shall receive an additional \$600 (\$1,200) after completion of twelve (12) years of service to the District added to their base salary.

C. PRIOR TEACHING EXPERIENCE CREDIT

Full credit is given for the first ten (10) years of prior teaching experience. Credit in excess of ten years shall be given at the discretion of the Board.

D. MILITARY SERVICE CREDIT

One step on the schedule is given for service up to two (2) years and two steps for service in excess of two (2) years in the following:

- (1) U.S. Armed Forces;
- (2) Peace Corps.

E. MOVEMENT FROM STEP TO STEP AND COLUMN TO COLUMN

Teachers who begin service in September will move to the following step next September. Credit adjustments will be made twice a year; February 1, and September 1.

F. MOVEMENT ON COLUMNS

1. Movement from Column A to B to C on the salary schedule shall require a teacher to complete fifteen (15) graduate credits per column movement of which a maximum of six (6) in-service or SCOPE credits may be utilized.
2. Movement from Column C to D to E to F to G on the salary schedule shall require a teacher to complete fifteen graduate credits per column movement of which a maximum of nine (9) in-service or SCOPE credits may be utilized.
3. Movement from Column G to H on the salary schedule shall require a teacher to complete fifteen (15) graduate credits of which a maximum of twelve (12) in-service or SCOPE credits may be utilized.
4. The Superintendent of Schools may at his discretion designate a particular in-service of SCOPE course to count toward salary credit if a teacher has utilized a maximum allotment of in-service or SCOPE credits.
5. All courses for salary credit must first have the prior approval of the Superintendent of Schools in writing.

G. LONGEVITY

Teachers shall receive additional compensation for years of teaching service as set forth in (a), (b), (c), (d), (e), (f), (g) and (h) below:

(a)	Beginning of the 17 th year	\$1,200
(b)	Beginning of the 18th year	\$1,500
(c)	Beginning of the 20th year	\$1,500
(d)	Beginning of the 22nd year	\$1,500
(e)	Beginning of the 24th year	\$2,500
(f)	Beginning of the 26th year	\$1,500
(g)	Beginning of the 28th year	\$1,500
(h)	Beginning of the 30th year	\$1,500

H. SUMMER SCHOOL

Teachers who are authorized by the District to conduct summer school classes shall receive \$126 per 3 1/6 hour day for summer school work.

I. EXTRA-CURRICULAR PAY SCHEDULE

Shall be in accordance with Schedule "E".

J. EXTRA-CURRICULAR ACTIVITIES

The District and the Teachers' Association shall jointly determine the appropriate extra-curricular activities to be offered.

**ARTICLE XX
EMPLOYMENT, RESIGNATION AND RETIREMENT**

- A. The District shall furnish to the President of the Association, the names, salary, placement and assignment of all personnel covered by this agreement, including all newly employed personnel as they are approved, and shall be notified of the resignation and retirement of personnel covered by this agreement as they are approved.
- B. Every effort shall be made at the beginning of each school year to provide the Association President a seniority list of current teacher personnel, including those on authorized leave of absence.

**ARTICLE XXI
DURATION OF CONTRACT**

The term of this contract shall extend from July 1, 2010, to June 30, 2014.

**ARTICLE XXII
NO REPRISAL**

No employee who engages in a work stoppage shall suffer any reprisal because of her/his activity in said stoppage except that which is permitted by law.

**ARTICLE XXIII
COMPLIANCE WITH TAYLOR ACT
(Section 204-A)**

Section 204-A. Agreements between public employer/employee organizations.

- 1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

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

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

**ARTICLE XXIV
PAYROLL DEDUCTION AUTHORIZATION**

SOCIAL SECURITY NUMBER

NAME

DISTRICT NAME

ASSOCIATION

To The Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association for those organizations indicated below. In the case of termination of employment, the Board of Education shall deduct the remainder of the annual dues for the year from my final paychecks. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This 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.

East Moriches Teachers' Association
New York State United Teachers
American Federation of Teachers
Teachers' Federal Credit Union
U.S. Savings Bonds
New York State United Teacher Benefit Trust Fund
LEGEND
VOTE COPE

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of July 1, 2010 and shall remain in effect until June 30, 2014 except as noted above.

ASSOCIATION

BOARD

By: _____
President, East Moriches
Teachers' Association

President, Board of Education
East Moriches UFSD

By: _____
Negotiating Committee

By: _____
Negotiating Committee

By: _____
Negotiating Committee

By: _____
Negotiating Committee

By: _____
Negotiating Committee

Dated this ___ day of June, 2012.

**APPENDIX A
PROCEDURE FOR HEALTH BENEFITS BUY-BACK**

A. APPLICATION FOR HEALTH BENEFITS BUY-BACK

- (1) Initial application for the Health Benefit Buy-Back will be available in the District Office. The completed application by the member of the Association shall then be returned to the District Office who will then forward it to a Review Committee pursuant to subdivision F of these procedures. The effective date for the employee's removal from the current Health Benefit program will be the first day of the month following the 30 days provided for initial application.
- (2) The District Office will review the employee's application and witness the employee's signature on the certification statement. The application will include a copy of the employee's alternate health insurance policy and/or a copy of his enrollment card. Upon receipt of the completed application and signed certified statement with the requested documentation, the Review Committee will contact the employee to discuss the buy-back provision to insure that the employee fully understands the parameters of the program.

B. BUY-BACK APPROVALS

- (1) If the employee has sufficient alternate coverage and understands the parameters of the buy-back, the application will be approved and forwarded to the District Office of Employee Benefits for termination of health coverage.
- (2) District office will perform the necessary procedure to terminate the individual from the District's health coverage. The Review Committee will maintain a record of all individuals terminated from coverage and entitled to obtain the prorated buy-back benefit.
- (3) An employee terminated from health coverage is entitled to 1/12 of the annual buy-back amount for each complete month of non-coverage within each calendar year. Payment will be made on a biannual basis in early June and early December of each year. Payment of this benefit is taxable and will be included on the employee's W-2 form as taxable income.

C. BUY-BACK DISAPPROVAL

- (1) Should the Review Committee believe that the employee does not have sufficient coverage from an alternate health benefit program, the application for buy-back will be disapproved. This decision will be made after reviewing the employee's coverage and discussing potential problems directly with the employee.

- (2) When an application is disapproved, a copy of the disapproval will be sent to the District's payroll clerk and President of the East Moriches Teachers' Association. The decision of the Review Committee shall be final and binding upon the parties.

D. HEALTH BENEFITS BUY-BACK FOR NEW EMPLOYEES

- (1) Teachers hired by the District after implementation of this program will be allowed to buy-out of their health benefits by making application to the District Office. The application for health benefits buy-back will then be submitted to the Review Committee for their approval. In the event the application is disapproved, the employee will be advised by the Review Committee to complete the prescribed health benefit form.

E. REAPPLYING FOR HEALTH COVERAGE

- (1) A teacher can reapply for health insurance coverage if his/her current coverage is terminated for any reason. To reapply the teacher should complete the customary enrollment form and submit it to the Review Committee. The application will be reviewed and forwarded to District Office for reinstatement. The teacher will be reinstated for health coverage on the next available re-enrollment date. The employee's monthly benefit for health insurance buy-back will terminate in the month of reinstatement to the health insurance program.

F. REVIEW COMMITTEE

- (1) There shall be a three (3) member panel to act as the Review Committee on all applications submitted by the teacher(s) who voluntarily make application to buy-back the health insurance. The majority decision of the Committee shall be final and binding on all parties.
- (2) The members of the panel shall be appointed as follows:
 - (a) Two (2) members appointed by the Teachers' Association.
 - (b) One (1) member shall be appointed by the Board of Education.

APPENDIX B

Retirees Health Insurance Contract

AGREEMENT

This is an Agreement, by and between the East Moriches Union Free School District, its successors and assigns by merger, consolidation, centralization, annexation or otherwise hereinafter referred to as the "District" and _____ a tenured teacher, hereinafter referred to as "Retiree". The following satisfies the provisions of Article XVIII, Section (A) 2 (d) of the 2010-2014 agreement between the District and the East Moriches Teachers' Association.

In consideration of the services rendered by _____ as a teacher for the past 15 years or more, to wit: _____ years in the District, and , upon the event of and during his/her retirement, the District hereby agrees to pay no more than the amount being paid for the district for said teacher at the time of retirement (**\$ _____ -family or \$ _____ -individual**), toward the monthly premium for the health benefits for said retiree for the remainder of his/her life, never falling below the percentage guaranteed by statute.

The retiree must have paid and the District must have received half her/his portion of the annual premium due on deposit with the school district by the 1st of July and the 1st of January each and every year. The District has an obligation to notify the retiree of all increases in timely fashion. Failure of the retiree to pay their portion of the premium within 30 days after each due date will cause the insurance to be cancelled by the state and the District shall have no further obligation to the retiree.

It is understood by the parties that the term "health benefits" is intended to mean the hospitalization, major medical and prescription drug insurance in effect at the time of retirement, not to include dental.

The District specifically recognizes that _____ has relied upon the promise contained herein by the District to pay the aforesaid benefit costs, as agreed, not to exceed the premium cost on the day preceding the effective date of retirement for the lifetime of _____. Should the spouse of the retiree predecease the retiree and there be no minor dependents; then, the District's only obligation will be the single coverage up to the cost of

the retiree's coverage on the date of retirement, with the retiree paying all of any difference. Should the retiree's dependent status change subsequent to retirement then the retiree shall notify the District and change her/his status to family or single coverage.

The retiree will still have to pay the difference between the premium cost, single or family, the coverage the day prior to retirement and the current cost as provided above.

Signed: _____
Teacher/Retiree

Signed: _____
District

Dated: _____

Dated: _____

Informal Observation

Appendix C

Teacher's Name _____ Grade _____

Evaluator's Name _____

Date and Time of Observation _____

During the course of this observation, the evaluator focused on the teaching standards indicated below:

I. Knowledge of Students and Student Learning

1. Demonstrates knowledge of child and adolescent development, including students' cognitive, language, social, emotional, and physical developmental levels.
2. Demonstrates current, research-based knowledge of learning and language acquisition theories and processes.
3. Demonstrate knowledge of and is responsive to diverse learning needs, strengths, interests, and experiences of all students.
4. Acquires knowledge of individual students from students, families, guardians, and/or caregivers to enhance student learning.
5. Demonstrates knowledge of and is responsive to the economic, social, cultural, linguistic, family, and community factors that influence their students' learning.
6. Demonstrates knowledge and understanding of technological and information literacy and how they affect student learning.

II. Knowledge of Content and Instructional Planning

1. Demonstrates knowledge of the content they teach, including relationships among central concepts, tools of inquiry, structures and current developments within their discipline(s).
2. Understands how to connect concepts across disciplines and engage learners in critical and innovative thinking and collaborative problem-solving related to real world context.
3. Uses a broad range of instruction strategies to make subject matter accessible.
4. Establishes goals and expectations for all students that are aligned with learning standards and allow for multiple pathways to achievement.
5. Designs relevant instruction that connects students' prior understanding and experiences to new knowledge.
6. Evaluates and utilizes curricular materials and other appropriate resources to promote student success in meeting learning goals.

III. Instructional Practice

1. Uses research-based practices and evidence of student learning to provide developmentally appropriate and standards-driven instruction that motivates and engages students in learning.
2. Communicates clearly and accurately with students to maximize their understanding and learning.
3. Sets high expectations and creates challenging learning experiences for students.
4. Explores and uses a variety of instructional approaches, resources, and technologies to meet diverse learning needs, engage students and promote achievement.
5. Engages students in the development of multi-disciplinary skills, such as communication, collaboration, critical thinking, and use of technology.
6. Monitors and assesses student progress, seeks and provides feedback, and adapts instruction to student needs.

IV. Learning Environment

1. Creates a mutually respectful, safe, and supportive learning environment that is inclusive of every student.
2. Creates an intellectually challenging and stimulating learning environment.
3. Manages the learning environment for the effective operation of the classroom.

4. Organizes and utilizes available resources (e.g. physical space, time, people, technology) to create a safe and productive learning environment.

V. Assessment for Student Learning

1. Designs, selects, and uses a range of assessment tools and processes to measure and document student learning and growth.
2. Understands, analyzes, interprets, and uses assessment data to monitor student progress and to plan and differentiate instruction.
3. Communicates information about various components of the assessment system.
4. Reflects upon and evaluates the effectiveness of their comprehensive assessment system to make adjustments to it and plan instruction accordingly.
5. Prepares students to understand the format and directions of assessments used and the criteria by which the students will be evaluated.

VI. Professional Responsibilities and Collaboration

1. Upholds professional standards of practice and policy as related to students' rights and teachers' responsibilities.
2. Engages and collaborates with colleagues and the community to develop and sustain a common culture that supports high expectations for student learning.
3. Communicates and collaborates with families, guardians, and caregivers to enhance student development and success.
4. Manages and performs non-instructional duties in accordance with school district guidelines or other applicable expectations.
5. Understands and complies with relevant laws and policies as related to students' rights and teachers' responsibilities.

VII. Professional Growth

1. Reflects on their practice to improve instructional effectiveness and guide professional growth.
2. Sets goals for and engage in ongoing professional development needed to continuously improve teaching competencies.
3. Communicates and collaborates with students, colleagues, other professionals, and the community to improve practice.
4. Remains current in their knowledge of content and pedagogy by utilizing professional resources.

Considering the New York State Teaching Standards and the indicators of instructional performance as specified in the NYSUT rubric, this teacher's performance has been found to be:

_____ satisfactory _____ unsatisfactory

Evaluator

Teacher

East Moriches UFSD
Teacher Annual Professional Performance Review
Formal Observation Form/Scoring Methodology
Appendix C

		Points	Highly Effective	Effective	Developing	Ineffective
Standard-1	I. Knowledge of students and student Learning (4 Points)					
I.1	Teachers demonstrate knowledge of child and adolescent development, including students' cognitive, language, social, emotional, and physical developmental levels.	1	1.00	0.94	0.78	0.65
I.2	Teachers demonstrate current, research-based knowledge of learning and language acquisition theories and processes	0.5	0.50	0.47	0.39	0.33
I.3	Teachers demonstrate knowledge of and are responsive to diverse learning needs, strengths, interests, and experiences of all students.	1	1.00	0.94	0.78	0.65
I.4	Teachers acquire knowledge of individual students from students, families, guardians, and/or caregivers to enhance student learning.	0.5	0.50	0.47	0.39	0.33
I.5	Teachers demonstrate knowledge of and are responsive to the economic, social, cultural, linguistic, family, and community factors that influence their students' learning.	0.5	0.50	0.47	0.39	0.33
I.6	Teachers demonstrate knowledge and understanding of technological and information literacy and how they affect student learning.	0.5	0.50	0.47	0.39	0.33
Standard-2	Knowledge of Content and Instructional Planning (4 Points)					
II.1	Teachers demonstrate knowledge of the content they teach, including relationships among central concepts, tools of inquiry, structures and current developments within their discipline(s).	1	1.00	0.94	0.78	0.65
II.2	Teachers understand how to connect concepts across disciplines and engage learners in critical and innovative thinking and collaborative problem-solving related to real world contexts.	0.5	0.50	0.47	0.39	0.33
II.3	Teachers use a broad range of instructional strategies to make subject matter accessible.	0.5	0.50	0.47	0.39	0.33
II.4	Teachers establish goals and expectations for all students that are aligned with learning standards and allow for multiple pathways to achievement.	0.5	0.50	0.47	0.39	0.33
II.5	Teachers design relevant instruction that connects students' prior understanding and experiences to new knowledge.	1	1.00	0.94	0.78	0.65
II.6	Teachers evaluate and utilize curricular materials and other appropriate resources to promote student success in meeting	0.5	0.50	0.47	0.39	0.33

	learning goals.						
Standard-3	Instructional Practice (4 Points)						
III.1	Teachers use research-based practices and evidence of student learning to provide developmentally appropriate and standards-driven instruction that motivates and engages students in learning.	0.5	0.50	0.47	0.39	0.33	
III.2	Teachers communicate clearly and accurately with students to maximize their understanding and learning.	1	1.00	0.94	0.78	0.65	
III.3	Teachers set high expectations and create challenging learning experiences for students.	0.5	0.50	0.47	0.39	0.33	
III.4	Teachers explore and use a variety of instructional approaches, resources, and technologies to meet diverse learning needs, engage students and promote achievement.	0.5	0.50	0.47	0.39	0.33	
III.5	Teachers engage students in the development of multi-disciplinary skills, such as communication, collaboration, critical thinking, and use of technology.	1	1.00	0.94	0.78	0.65	
III.6	Teachers monitor and assess student progress, seek and provide feedback, and adapt instruction to student needs.	0.5	0.50	0.47	0.39	0.33	
Standard-4	Learning Environment (4 Points)						
IV.1	Teachers create a mutually respectful, safe, and supportive learning environment that is inclusive of every student.	1	1.00	0.94	0.78	0.65	
IV.2	Teachers create an intellectually challenging and stimulating learning environment.	1	1.00	0.94	0.78	0.65	
IV.3	Teachers manage the learning environment for the effective operation of the classroom.	1	1.00	0.94	0.78	0.65	
IV.4	Teachers organize and utilize available resources (e.g. physical space, time, people, technology) to create a safe and productive learning environment.	1	1.00	0.94	0.78	0.65	
Standard-5	Assessment for Student Learning (4 Points)						
V.1	Teachers design, select, and use a range of assessment tools and processes to measure and document student learning and growth.	1	1.00	0.94	0.78	0.65	
V.2	Teachers understand, analyze, interpret, and use assessment data to monitor student progress and to plan and differentiate instruction.	1	1.00	0.94	0.78	0.65	
V.3	Teachers communicate information about various components of the assessment system	1	1.00	0.94	0.78	0.65	
V.4	Teachers reflect upon and evaluate the effectiveness of their comprehensive assessment system to make adjustments to it and plan instruction accordingly.	0.5	0.50	0.47	0.39	0.33	
V.5	Teachers prepare students to understand the format and directions of assessments used and the criteria by which the students will be evaluated.	0.5	0.50	0.47	0.39	0.33	
Standard-6	Professional Responsibilities and Collaboration (4 Points)						
VI.1	Teachers uphold professional standards of practice and policy as related to students' rights and teachers' responsibilities.	1	1.00	0.94	0.78	0.65	
VI.2	Teachers engage and collaborate with colleagues and the community to develop and sustain a common culture that supports high expectations for student learning.	0.5	0.50	0.47	0.39	0.33	
VI.3	Teachers communicate and collaborate with families, guardians, and caregivers to enhance student development and	1	1.00	0.94	0.78	0.65	

	success.					
VI.4	Teachers manage and perform non-instructional duties in accordance with school district guidelines or other applicable expectations.	0.5	0.50	0.47	0.39	0.33
VI.5	Teachers understand and comply with relevant laws and policies as related to students' rights and teachers' responsibilities.	1	1.00	0.94	0.78	0.65
Standard-7	Professional Growth (7 Points)					
VII.1	Teachers reflect on their practice to improve instructional effectiveness and guide professional growth.	2	2.00	1.88	1.56	1.30
VII.2	Teachers set goals for and engage in ongoing professional development needed to continuously improve teaching competencies.	1.5	1.50	1.41	1.17	0.98
VII.3	Teachers communicate and collaborate with students, colleagues, other professionals, and the community to improve practice.	1.5	1.50	1.41	1.17	0.98
VII.4	Teachers remain current in their knowledge of content and pedagogy by utilizing professional resources.	2	2.00	1.88	1.56	1.30
	Total Points	31	31.00	29.06	24.18	20.15

<u>HEDI Rating (60 Points):</u>	<u>Point Range</u>
Highly Effective	59-60
Effective	57-58
Developing	50-56
Ineffective	0-49

Teacher Evaluation Points: 60 Possible Points

Structured Review Points (29 possible)

Observation Points (31 Possible)

***Total Teacher Evaluation Points**

***Transfer total to Summary Review Form**

APPENDIX D

**East Moriches
Teacher Annual Professional Performance Review
Summary Review Evaluation Form**

Teacher _____ Grade _____

Subject(s)/Course title(s) _____

State Assessment or SLO:

Total points earned: ____/20

Comments:

Teacher Evaluation:

Total points earned: ____/60

Comments:

Locally Selected Measures
of Student Achievement:

Total points earned: ____/20

Comments:

Total points earned: ____/100

Teacher Signature

Evaluator Signature

Date

Rating Category	Point Distribution for Overall Composite Score
Ineffective	0 - 64
Developing	65 - 74
Effective	75 - 90
Highly Effective	91 - 100

APPENDIX E

MENTORING AGREEMENT

STIPULATION OF AGREEMENT

STIPULATION OF AGREEMENT made and entered into March, 2006, by and between the negotiating committees for the East Moriches Union Free School District (“the District”) and the East Moriches Teachers’ Association (“the Association”).

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at the terms of a mentoring program, and;

WHEREAS, the parties have agreed to incorporate said agreement into the 2005-2010 collective bargaining agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the respective parties to the contract.
2. The signatures below agree to recommend this Stipulation for ratification.
3. A copy of the original document has been furnished to representatives of the District and the Association.
4. Upon ratification of this Stipulation, the Association agrees to remove the Mentoring proposal from the present contract negotiations.

Mentoring Program

JOINT PLANNING

The Mentor Program Committee will consist of four (4) EMTA unit members appointed by the EMTA President and two (2) Administrators or duly appointed person appointed by the Superintendent of Schools. The Committee, chaired by an EMTA unit member, will administer the policies and procedures of the program.

An intern shall be any first-time probationary teacher in his/her first year of full-time service in a particular certification/tenure area. Such intern is entitled to mentoring for a full year under the Commissioner’s regulations.

The Committee will send letters to the faculty soliciting application for mentors. Once the applications are received, the Mentor Program Committee will meet to review applications, select mentors by a consensus-driven process and make mentor/intern matches. The Committee

will also review the organization of the mentor and the intern seminars. The Committee should try to match mentors and interns from similar tenure areas. If a mentor or intern wishes a change in the assigned pairing, he/she will contact the Program Coordinator or the committee chairperson without any breach of confidentiality. A new pairing will then be assigned.

An EMTA unit member will be the paid Program Coordinator. The Mentor Program Coordinator will be selected annually by the Mentor Program Committee.

TIME ALLOTMENT FOR MENTORING ACTIVITIES

Time allotted for mentoring may include, but will not be limited to common planning sessions, release of the mentor and the intern from a portion of their instructional and/or non-instructional duties, before school or after school sessions, Superintendent Conference Days, and portions of the professional development days. Where possible, common preparation time will be arranged for mentors and their interns.

There shall be a minimum of twelve (12) periods of no less than forty (40) minutes each of release time to be utilized by the mentor-intern team for the purpose of the mentor visiting the intern's classroom and for the intern to visit the classroom of their mentor and the classrooms of other colleagues in the school, and when feasible, in other schools. During the first year, mentors and interns should plan to spend at least three (3) hours monthly or thirty (30) hours annually engaged in mentoring activities. These thirty (30) hours are not limited to the school year.

COMPENSATION

Mentors and the Mentor Program Coordinator shall be compensated annually in accordance with Schedule E, Extra-Curricular Pay Schedule. Mentors shall be limited to a maximum earnings of six (6) graduate credits through the Mentoring Program. Additionally, any unit member asked to attend a committee-recommended training session approved by the District (i.e., on site with the Program Coordinator, mentor, and/or PDT member, Teacher Centers, NYSUT, BOCES workshops, or other accredited sources) held at a time other than the regular workday shall not incur any out of pocket expenses and shall be compensated in accordance with Schedule E, Extra Curricular Pay Schedule.

SETTING DIRECTIONS

Mentoring expectations shall be communicated to mentors and interns during New Teacher Orientation.

The mentor role and responsibilities includes:

1. advisory rather than supervisory,
2. maintaining confidentiality and professionalism, except for criminal behavior or other behavior that would endanger the welfare and the safety of students and/or the employees,
3. familiarizing the intern with the district and building resources, guidelines and expectations,
4. linking the intern to resources,
5. guiding the intern in areas of classroom management and design, discipline, scheduling, parental contacts, planning and organization,
6. sharing ideas, teaching strategies and information about the instructional process,
7. visiting the intern's classroom and offering the intern opportunities to visit the mentor's classroom,
8. promoting self-reflection and self-analysis by the intern,
9. assisting the intern in setting goals,
10. offering nonjudgmental, supportive listening,
11. adhering to the time allotments and training sessions,
12. upholding the confidentiality and trust of the mentoring relationship by not discussing the details of the mentoring sessions outside the relationship,
13. participating in five (5) one hour on-site Mentor Support Meetings, one (1) every other month, with the Program Coordinator to provide support on relevant generic mentoring topics,
14. maintaining a meeting log of dates, times, and generic topics, providing the coordinator (if needed) documentation that meets State requirements.

The intern is expected to make a commitment to the relationship, utilizing the resources that the mentor and the Mentoring Program offer. At the beginning of each year, mentors and interns shall create and submit a Mentoring Plan to the Meeting Coordinator who will then submit the plans to the members of the Mentoring Committee.

The first general monthly Mentor Support Meeting will include both mentors and their interns and will serve as a general introductory session and to review conferencing guidelines. All other meetings will include mentors only, and the discussion topics will be mutually chosen.

Suggested studies of the following will be covered through on-site support:

The theory of adult learning
The theory of teacher development
Elements of a mentoring relationship
Peer coaching techniques

TRAINING

Although participation in the Mentoring Program is voluntary for mentors, approved training is required for all mentors. The completion of two (2) two-and-one-half (2 ½) hour training sessions given by a district approved facilitator and participation in forty-five (45) minutes of collaborative reflection and analysis with other trainees based on peer classroom observation, pre and post conferencing models, and data gathering practices is required.

The training of active participants in the Mentoring Program should be ongoing. Training session options could be selected from among the following offerings: one site with Program Coordinator, and/or PDT member, Teacher Centers, NYSUT, BOCES workshops, or other accredited sources.

Mentor trainees shall be compensated in accordance with Schedule E, Extra-Curricular Pay Schedule.

SELECTION OF MENTORS

1. The Mentor Program Committee will select the mentors annually.
2. The Mentor Program Committee will send letters to the faculty soliciting applications for mentors.
3. The Association will encourage teachers to participate in the Mentoring Program.
4. Teachers wishing to be mentors must fill out the approved Mentor Application Form, Appendix F.

CRITERIA FOR MENTORS

Mentors must be tenured, must be bargaining unit members in good standing, have at least five (5) years of teaching experience, and must demonstrate competence in the following areas:

1. a strong commitment to the teaching profession and willingness to advocate for colleagues,
2. a life-long commitment to learning,
3. pedagogical knowledge and professional skills,
4. communication and interpersonal skills,
5. ability to model,
6. thorough knowledge of the curriculum and the New York State Standards, grade level or content area experience that is comparable to the intern's needs,
7. experience with the New York State Assessments and an understanding of the alignment of the curriculum with the task design of these assessments,

8. knowledge of the policies of the East Moriches Union Free School District and their application in the daily operation of the school assigned, and,
9. willingness to allow the intern to develop his or her own effective teaching style,
10. prior rewards or recognition will receive consideration, and
11. commitment of professional journal writing will receive consideration.

ROLE OF THE PROGRAM COORDINATOR

The Mentor Program Committee will select the Program Coordinator. The Program Coordinator will be expected to:

1. attend trainings,
2. chair the Mentor Committee meetings and any other related meetings deemed appropriate,
3. coordinate trainings,
4. handle problems,
5. oversee program evaluations,
6. communicate with mentors and interns,
7. call committee meetings as needed, and
8. maintain documentation to be kept in the district office of mentoring activities that meet State regulations.

INTERNS

All first year teachers as defined by the SED will receive the Mentoring Program in the East Moriches Union Free School District. Only first year teachers new to the educational profession will receive mentoring services. Interns shall be expected to:

1. meet regularly with their mentors,
2. visit the classroom of their mentor and the classrooms of other colleagues in the school, and when feasible, in other schools,
3. attend scheduled workshops and the orientation program,
4. work with their mentors to set their goals for their internship,
5. maintain a log of their internship activities, and
6. complete program evaluation and internship evaluation forms as required by the program or by SED and by the committee. The committee may take the completed evaluations and use them for future mentor selection. All input shall remain confidential and shall be secured by the Program Coordinator.

PROGRAM EVALUATION

The Mentor Committee will develop the program evaluation.

TRANSITIONAL MENTORING

Teachers new to the district or new to a grade level who do not qualify for mentoring will be paired with a qualified teacher who volunteers to serve as a “Transitional Mentor” to the new teacher. The Transitional Mentor will familiarize the teacher who is new to the District with the procedures, routines, and policies of the building and district. Such volunteer “Transitional Mentors” will be compensated with three (3) in-service credits. Transitional Mentors will be chosen by the mentor process.

This plan serves as a supplement to the district professional development plan.

Compensation – See Schedule “E”

For the Association
/s/ Anne Molter, President

For the District
/s/ Dr. Charles Russo Superintendent

APPENDIX F

MENTOR APPLICATION FORM

Name _____ Building _____

Grade/Subject Area _____ Years Taught _____

List course work or other professional development activities that would enhance your ability to mentor a new teacher.

Check the areas that you would feel comfortable discussing with a mentee.

- ___ Classroom management
- ___ Lesson design
- ___ Questioning techniques
- ___ School Policies
- ___ Content knowledge
- ___ Student assessment
- ___ SED Standards
- ___ Grading practices and grade book protocol
- ___ Levels of expectations for staff and students
- ___ Diverse instructional strategies
- ___ Parental Contacts
- ___ Certification requirements
- ___ Stress Management
- ___ Professional Department

If you are selected, the following will be your responsibilities:

- Keep a log of discussion points with your mentee
- Attend training to be a mentor
- Spend at least 3 hours monthly or 30 hours annually engaged in mentoring activities
- Participate in 5 Mentor Support Meetings annually
- Please attach a paragraph discussing why you would like to be a mentor.

To apply to serve as a mentor for the _____ school year, please complete this form and return it to the Program Coordinator by _____.

Additionally, all applicants must sign the following statement:

I am applying to be a mentor for the _____ school year, and I understand the roles, responsibilities, and confidentiality requirements of this position. I further understand that I am being *considered* for this position only if my services are needed, or as a member of a reserve pool of mentors for any new teachers hired during the course of the school year.

SIGNATURE of Mentor APPLICANT

SCHEDULE A

Salary Schedule Effective 7/1/10 - 6/30/11 (same as 7/1/09 salary schedule)

	BA	B15	B30	B45 MA	B60 MA15	B75 MA30	MA45	MA60
STEP	A	B	C	D	E	F	G	H
1	45,570	47,488	49,381	51,316	53,252	55,181	57,094	59,010
2	47,916	49,936	51,960	53,976	55,486	58,030	60,047	62,091
3	50,255	52,381	54,508	56,638	58,769	60,900	63,025	65,176
4	52,597	54,830	57,062	59,303	61,544	63,762	66,005	68,266
5	54,944	57,278	59,620	61,962	64,309	66,759	68,979	71,341
6	57,278	59,724	62,172	64,612	67,058	69,508	71,960	74,425
7	59,620	62,172	64,724	67,283	69,831	72,388	74,943	77,509
8	61,962	64,625	67,289	69,938	72,596	75,252	77,927	80,591
9	64,309	67,061	69,831	72,596	75,364	78,121	80,901	83,673
10	66,630	69,508	72,388	75,266	78,121	81,007	83,874	86,758
11	68,979	71,960	74,941	77,915	80,895	83,866	86,844	89,840
12	71,333	74,397	77,485	80,572	83,653	86,738	89,826	92,924
13	0	76,858	80,047	83,237	86,428	89,624	92,806	96,009
14	0	79,295	82,600	85,897	89,189	92,493	95,392	99,090
15	0	0	85,148	88,558	91,952	95,363	98,763	102,176
16	0	0	87,696	91,223	94,733	98,235	101,748	105,262

SCHEDULE B

Salary Schedule Effective 7/1/11 - 6/30/12 (includes 2% increase)

STEP	BA	B15	B30	B45	B60	B75		
	A	B	C	MA	MA15	MA30	MA45	MA60
1	46,481	48,438	50,369	52,342	54,317	56,285	58,236	60,190
2	48,874	50,935	52,999	55,056	56,596	59,191	61,248	63,333
3	51,260	53,429	55,598	57,771	59,944	62,118	64,286	66,480
4	53,649	55,927	58,203	60,489	62,775	65,037	67,325	69,631
5	56,043	58,424	60,812	63,201	65,595	68,094	70,359	72,768
6	58,424	60,918	63,415	65,904	68,399	70,898	73,399	75,914
7	60,812	63,415	66,018	68,629	71,228	73,836	76,442	79,059
8	63,201	65,918	68,635	71,337	74,048	76,757	79,486	82,203
9	65,595	68,402	71,228	74,048	76,871	79,683	82,519	85,346
10	67,963	70,898	73,836	76,771	79,683	82,627	85,551	88,493
11	70,359	73,399	76,440	79,473	82,513	85,543	88,581	91,637
12	72,760	75,885	79,035	82,183	85,326	88,473	91,623	94,782
13	0	78,395	81,648	84,902	88,157	91,416	94,662	97,929
14	0	80,881	84,252	87,615	90,973	94,343	97,300	101,072
15	0	0	86,851	90,329	93,791	97,270	100,738	104,220
16	0	0	89,450	93,047	96,628	100,200	103,783	107,367

SCHEDULE C

Salary Schedule Effective 7/1/12 - 6/30/13 (no increase from 2011-2012)

STEP	BA	B15	B30	B45	B60	B75		
	A	B	C	MA	MA15	MA30	MA45	MA60
1	46,481	48,438	50,369	52,342	54,317	56,285	58,236	60,190
2	48,874	50,935	52,999	55,056	56,596	59,191	61,248	63,333
3	51,260	53,429	55,598	57,771	59,944	62,118	64,286	66,480
4	53,649	55,927	58,203	60,489	62,775	65,037	67,325	69,631
5	56,043	58,424	60,812	63,201	65,595	68,094	70,359	72,768
6	58,424	60,918	63,415	65,904	68,399	70,898	73,399	75,914
7	60,812	63,415	66,018	68,629	71,228	73,836	76,442	79,059
8	63,201	65,918	68,635	71,337	74,048	76,757	79,486	82,203
9	65,595	68,402	71,228	74,048	76,871	79,683	82,519	85,346
10	67,963	70,898	73,836	76,771	79,683	82,627	85,551	88,493
11	70,359	73,399	76,440	79,473	82,513	85,543	88,581	91,637
12	72,760	75,885	79,035	82,183	85,326	88,473	91,623	94,782
13	0	78,395	81,648	84,902	88,157	91,416	94,662	97,929
14	0	80,881	84,252	87,615	90,973	94,343	97,300	101,072
15	0	0	86,851	90,329	93,791	97,270	100,738	104,220
16	0	0	89,450	93,047	96,628	100,200	103,783	107,367

SCHEDULE D

Salary Schedule Effective 7/1/13 - 6/30/14 (increase of 1.5%)

	BA	B15	B30	B45	B60	B75		
	A	B	C	MA	MA15	MA30	MA45	MA60
STEP	A	B	C	D	E	F	G	H
1	47,178	49,165	51,125	53,127	55,132	57,129	59,110	61,093
2	49,607	51,699	53,794	55,882	57,445	60,079	62,167	64,283
3	52,029	54,230	56,432	58,638	60,843	63,050	65,250	67,477
4	54,454	56,766	59,076	61,396	63,717	66,013	68,335	70,675
5	56,884	59,300	61,724	64,149	66,579	69,115	71,414	73,860
6	59,300	61,832	64,366	66,893	69,425	71,961	74,500	77,053
7	61,724	64,366	67,008	69,658	72,296	74,944	77,589	80,245
8	64,149	66,907	69,665	72,407	75,159	77,908	80,678	83,436
9	66,579	69,428	72,296	75,159	78,024	80,878	83,757	86,626
10	68,982	71,961	74,944	77,923	80,878	83,866	86,834	89,820
11	71,414	74,500	77,587	80,665	83,751	86,826	89,910	93,012
12	73,851	77,023	80,221	83,416	86,606	89,800	92,997	96,204
13	0	79,571	82,873	86,176	89,479	92,787	96,082	99,398
14	0	82,094	85,516	88,929	92,338	95,758	98,760	102,588
15	0	0	88,154	91,684	95,198	98,729	102,249	105,783
16	0	0	90,792	94,443	98,077	101,703	105,340	108,978

SCHEDULE "E"
EXTRA-CURRICULAR PAY SCHEDULE
2010 - 2014

	2010-2011	2011-2012	2012-2013	2013-2014
CO-CURRICULAR ACTIVITIES				
1 Reading Coordinator	\$ 1,415	\$ 1,443	\$ 1,443	\$ 1,465
1 chorus coordinator before or after school (1 Chorus 2x wk or 2 Choruses 1x week)	1,801 each	1,837 each	1,837 each	1,865 each
1 Band Coordinator before or after school (2 Band 1x wk or 1 Band 2x wk)	1,801 each	1,837 each	1,837 each	1,865 each
Marching Band (Parade)	226	231	231	234
Chaperones (per event)	58	59	59	60
A.V. Coordinator	1,898	1,936	1,936	1,965
Student Council Advisor	579	591	591	599
Yearbook Coordinator	643	656	656	666
PDT Coordinator	2,250	2,295	2,295	2,329
Additional day beyond 3 per year @ \$500/day				
Peer Leaders (per person)	579	591	591	599
Dance Coordinators	573	584	584	593
Club Advisors Clubs will have a maximum of 20 students and will meet a minimum of twenty(20) forty(40) minute sessions. The District and Teachers Association will jointly approve the clubs to be offered.	614	626	626	636

INTERSCHOLASTIC ATHLETICS

Coordinator per Season 1 Team each	\$ 901	\$ 919	\$ 919	\$ 933
Coordinator per Season 2 Teams each	1,415	1,443	1,443	1,465
Coaches-each team	2,895	2,953	2,953	2,997

MENTORING

Trainee (5 hr 45 mins of training) will receive payment or 3 inservice credits	\$ 292	\$ 298	\$ 298	\$ 302
Mentor payment plus 3 graduate credits (\$ for each year of contract)	1,170	1,193	1,193	1,211
Mentor payment plus no graduate credits (\$ for each year of contract)	2,301	2,347	2,347	2,382
Coordinator (no interns)	585	597	597	606
1 intern	1,755	1,790	1,790	1,817
2 interns	2,339	2,386	2,386	2,422
3 interns	2,924	2,982	2,982	3,027
4 or more interns	3,509	3,579	3,579	3,633
Training Sessions (committee/district approved)	58/hour	59/hour	59/hour	60/hour

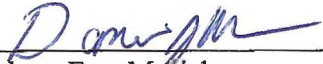
MISCELLANEOUS

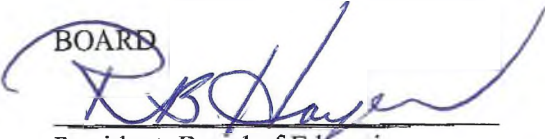
Tutoring (Home teaching) per hour	\$ 49	\$ 50	\$ 50	\$ 51
Honor Society Coordinator	1,544	1,575	1,575	1,599
Fifth Grade Trip Coordinators-each	386	394	394	400
Eighth Grade Trip Coordinator	1,755	1,790	1,790	1,817
Home & Careers	1,415	1,443	1,443	1,465
Computer Coordinator	2,924	2,982	2,982	3,027
Sleep Over Chaperones- excluding coordinators per event per person	97	99	99	100
Talent Show per person	585	597	597	606
Curriculum Development per person per hour	47	48	48	49
AIS Instruction per 45-minute session	64	65	65	66
Middle School Title Program Coordinator	-	-	1,000	1,015

DURATION OF AGREEMENT

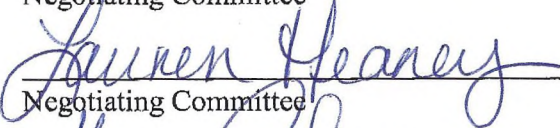
The provisions of this Agreement shall be effective as of July 1, 2010 and shall remain in effect until June 30, 2014 except as noted above.

ASSOCIATION

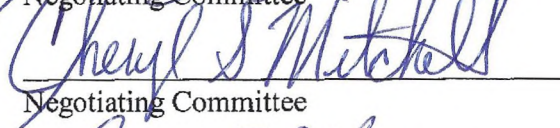
By: 
President, East Moriches
Teachers' Association

BOARD

President, Board of Education
East Moriches UFSD

By: 
Negotiating Committee

By: 
Negotiating Committee

By: 
Negotiating Committee

By: 
Negotiating Committee

By: 
Negotiating Committee

Dated this ___ day of June, 2012