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#### Contract Database Metadata Elements

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**MILLER PLACE SCHOOL DISTRICT**

**MILLER PLACE  
TEACHERS' ASSOCIATION CONTRACT**

**JULY 1, 2012**

**TO**

**JUNE 30, 2016**

**MILLER PLACE SCHOOL DISTRICT  
MILLER PLACE TEACHERS' ASSOCIATION**

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**2012-2016 AGREEMENT**  
**Between**  
**THE BOARD OF EDUCATION**  
**of the**  
**MILLER PLACE UNION FREE SCHOOL DISTRICT**  
**(Herein called "District")**  
**and the**  
**MILLER PLACE TEACHERS' ASSOCIATION**  
**(herein called "Association")**

**ARTICLE I – RECOGNITION**

The Board of Education of the Miller Place Union Free School District, Town of Brookhaven, Miller Place, New York, through a formally adopted resolution, has officially recognized the Miller Place Teachers' Association as the Exclusive Negotiation Representative of all Board approved non-supervisory teaching personnel of the Miller Place Union Free School District, Town of Brookhaven, and hereby renews such recognition.

**ARTICLE II – AGENCY SHOP**

Pursuant to the passage of legislation enabling the implementation of Agency Shop fee, the Miller Place Board of Education does hereby agree that no later than fifteen days after the effective date of this Agreement or fifteen days after the effective date of employment, whichever is later, each employee will pay to the collective bargaining agent 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 Miller Place Teachers' Association on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular fee, and monthly fees for each month thereafter in an amount equal to the regular and usual monthly fees. The Board of Education shall deduct such fee in the same manner the membership dues are deducted.

The Miller Place Teachers' Association shall supply the Board with a list of names of nonmembers at least fifteen (15) days prior to the deduction of any Agency fee.

**ARTICLE III – DISTRICT AND ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Superintendent and President of the Association will meet at regularly scheduled monthly meetings to discuss the implementation of this agreement. The schedule for these meetings will be set before the end of the second full week of school.
- B. The Principal of each school shall likewise meet with building representatives of the Association on a regular basis acceptable to both parties.
- C. Teachers serving on committees dealing with terms and conditions of employment shall be designated by the Association.

- D. Members of the Association engaging in Association business must do so in such a manner that it does not interfere with their duties as teachers. All expenses incurred by the Teachers' Association representatives shall be borne by the Teachers' Association. The Superintendent reserves the right to call a meeting at her/his discretion during the workweek as long as it does not interfere with the teaching day.
- E. The Association has the right to use the school buildings for meetings authorized by the Association. The time of the meeting shall be before or after normal school hours but not during the time the school is usually open.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mailboxes for communications with teachers relative to Association matters. No religious or divisive material may be placed in the teachers' mailboxes or on the Association bulletin boards. All such material must have the prior approval of the Administration and the president of the Association. Material relevant to internal Association activities does not need prior approval of the Administration.
- G. Curriculum shall be defined as the outline of a course of study in any given subject. Teachers may suggest changes in curriculum and materials related to curriculum and shall be consulted by the Superintendent when a change or addition in curriculum is contemplated. The Superintendent shall weigh the suggestions before making any curriculum changes. Curriculum writing is defined as the preparation of curriculum for new programs or major revisions of existing programs requiring more than one week of writing time.

When such a project exists, the District, at its discretion, may present the project to a teacher or teachers informing the teacher or teachers as to the scope of the project, and the amount of money to be paid therefor. The teacher or teachers shall have the right to accept or reject said project. It is understood that curriculum writing does not include meeting with parents to discuss the makeup of report cards, meetings for purposes of discussing curriculum, or preparation of short- or long-term objectives, but is confined to the definition heretofore stated.

- H. The Association shall be given the names and addresses of all new teachers hired within thirty (30) days after hiring.
- I. Teachers shall be free from all coercion, discrimination, or reprisal because of their membership in the Miller Place Teachers' Association or its affiliates, or because of grievance activity.
- J. The Board of Education continues to retain, whether exercised or not, the sole and unquestioned right to exercise in its discretion any and all of its duties, power, authority and responsibilities except as expressly limited herein by a specific requirement of this contract.
- K. In the event the District requires that the President or any other elected official of the Association be away from the classroom for Association-District purposes, the District will pay for such time.
- L. The President of the Association shall be released from all non-teaching duties during the regular school day.

- M. The District shall provide twelve (12) days of released time annually to be assigned at the discretion of the President of the Association for the purpose of Association business, such as, but not limited to, representation of the Association at NYSUT. The use of these days is subject to a minimum of two (2) weeks notice wherever possible. These days may be used by the officers of the Association and/or their designee(s). The Association will pay the District for the substitute teachers.
- N. Copies of this Agreement will be printed at the expense of the District and given to all teachers now employed or hereafter employed by the District within a reasonable period of time. Additional copies will be provided to the Association upon request.

#### **ARTICLE IV – GRIEVANCE PROCEDURE**

##### **A. Definitions**

1. A grievance is any dispute arising out of the language and/or the interpretation of this Agreement.
2. "Aggrieved Party" means the party instituting the grievance.
3. "Association" means the Miller Place Teachers' Association or its educational or union affiliates.
4. "Administration" means building principals and the Superintendent acting on her/his own behalf or as the agent of the Board of Education.
5. "Days" means school days.

##### **B. General Principles**

###### **1. Time Limits**

- (a) Upon receipt of a grievance, the appropriate member of the Administration has ten (10) school days to confer with the aggrieved party and ten (10) school days after receipt of the grievance to render a written decision.
- (b) Upon receipt of a written decision by the appropriate member of Administration, the aggrieved party has ten (10) school days to appeal to the next level.
- (c) Failure of the appropriate member of the Administration to confer with the aggrieved party or to render a written decision within the time limits in (a) above shall be deemed a denial of the grievance.
- (d) Failure of the aggrieved party to appeal a written decision within the specified time limit of (b) above shall be deemed an acceptance of the decision.
- (e) A grievance filed after May 1 will be expedited so as to have the grievance processed through all levels of the procedure before the last day of school in June.

- (f) A grievance shall be considered time-barred unless filed within 30 calendar days from the act or conduct which is the subject of the claimed violation of the contract. The months of July and August shall not count toward the 30-day calculation.
- (g) The time limits in (a) and (b) above may be extended by mutual agreement of the Association President and the Superintendent.

## 2. Filing

- (a) All grievances must be filed on the Official Grievance Form, which is Appendix F.
- (b) The aggrieved party has the right to Association representation at all steps of the grievance procedure.
- (c) Initial submission of a grievance is to be made at the level of Administration whose act gave rise to the grievance. Grievances arising because of an act of the Board of Education shall be initiated at Level II (Superintendent) of the procedure.
- (d) A grievance may be submitted directly to Level III at any time by mutual agreement of the Association President and the Superintendent.
- (e) The Superintendent and Association President agree to facilitate any investigation, which may be required.
- (f) The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all decisions, exhibits, transcripts, communications, etc. Said Record shall be maintained in the District Office and be made accessible to the President of the Association or her/his designee upon request.

## C. Grievance Procedure

Level I	-	Building Principal
Level II	-	Superintendent
Level III	-	Arbitration

If an unfavorable decision is rendered at Level II or if the parties proceed directly to Level III, as per B.2(d), the aggrieved party may request American Arbitration Association to appoint an Arbitrator pursuant to its Rules and Regulations. A copy of said request will be filed with the Superintendent of Schools. The Arbitrator's decision will be final and binding. Costs for arbitration will be borne equally by the aggrieved party and the District.



#### D. Disciplinary Action

Any disciplinary action of an employee shall be based on just and sufficient cause with full explanation given in writing to the employee. Any suspended, discharged or otherwise disciplined employee who desires to protest said disciplinary action shall be entitled to file a grievance in writing signed by the employee. Such filing shall commence no later than five (5) working days after receipt of said disciplinary action.

Any such grievance shall be initiated at the level of Administration, which initially took the disciplinary action and continue through the grievance procedure as found in Article IV. In the event the action was taken by the Board of Education, the grievance shall be filed at Level II.

### **ARTICLE V – TEACHER EMPLOYMENT, WORKING CONDITIONS, AND PROFESSIONAL RESPONSIBILITIES**

#### A. Teacher Evaluation and Discipline

##### 1. Evaluations

The purpose of evaluation is to improve instruction in order to develop the full potential of students, and to determine the competency of teachers.

The persons responsible for evaluations shall be certified supervisors. Such people include the Superintendent, the Assistant Superintendent for Instruction, the Building Principals, Assistant Principals, Department Chairpersons, and Directors.

- (a) Evaluations will be based upon total job performance as a teacher and include classroom observations, effectiveness of instruction upon pupils, performance of assigned duties and general supervision of students and reporting and follow-through with supervisors and parents.
- (b) All observations and evaluations shall be conducted with full knowledge of the teacher.
- (c) Non-tenured teachers shall be given written reports of classroom observations at least three times in each school year.
- (d) Tenured teachers shall be given a written evaluation at least once each school year.
- (e)
  - i. After a classroom observation, a signed copy of the written report will be given to the teacher within ten (10) working days of the observation.
  - ii. The teacher shall sign and return the school copies of the report within five (5) working days.
  - iii. If the teacher wishes to add any comments to be attached to the report they shall be given to the person who did the observation within ten (10) working days after

receiving the report of observation. A copy will be attached to the observation report and placed in the teacher's file.

Appendix G is the Teacher Observation Report Form

2. During the first and second year or probation, probationary teachers having an effective date of appointment July 1 to September 1, shall receive notification of termination of employment by May 1. Probationary teachers with effective dates of appointment after September 1, shall receive such notice as per the applicable sections of the Education Law. During the last year or probation, probationary teachers having effective dates of appointment July 1 to September 1, and tenured teachers shall receive notification of termination or notification of tentative termination of employment by April 1. Probationary teachers having effective dates of appointment after September 1, shall receive notification pursuant to the applicable sections of the Education Law.

#### B. Teacher Assignments

1. The teacher's primary assignment will be within her/his certification area or license limit. Certified teachers will be hired.
2. Tentative teacher assignments will be given no later than the last day of school except in the event of unforeseen circumstances. In cases where a question as to assignment exists, the teacher will be so notified. In the interim between the date and June 30, in cases where it becomes questionable, the teacher will be notified of this fact in writing. Final assignment will be made by June 30, unless an emergency develops.
3. Elementary teachers will be notified prior to the end of the school year if they will be assigned an inclusion class the following September. It is understood by all parties that actual student lists are not available until during the summer.
4. Any teacher desirous of a change in assignment within certification requirements must submit her/his request in writing to the Administration before February 1 of the previous year. This does not apply to vacancies, which may occur.
5. If two teachers are willing to trade assignments:
  - (a) If the Administration consents, so be it.
  - (b) If the Administration objects, then:
    - i. The Administration must listen to the reasoning of both parties
    - ii. If the Administration continues to object, the trade cannot be consummated.
5. Vacancies for positions covered by this contract shall be announced by letter to the President of the Teachers' Association, as well as any other manner deemed advisable by the

Superintendent, as soon as applications for a position are being accepted. Copies for each teacher will be sent to the home of an Association Officer for distribution.

In the event such vacancies occur during the months of July and August, announcements of such vacancies shall be forwarded to the President and Vice-President of the Association and posted in the main office of each building.

6. Any new positions (any new job category not previously part of the Miller Place School District) which might be created in the Miller Place Union Free School District that relate to curriculum, will first be brought to the attention of the Miller Place Teachers' Association before being filled. The purpose for this notification is to allow discussion and possible negotiation of the ramifications of said new position to determine whether or not said position is or will be a position protected by the Miller Place Teachers' Association-Miller Place Union Free School District Bargaining Agreement.

Should said position be determined to be recognized as part of the teachers' bargaining unit, said person who fills the job will enjoy the benefits and protection of the Miller Place Teachers' Association.

7. Notice of involuntary transfers shall be given to teachers and the Association President as soon as practicable. Volunteers may be requested. The teacher may request a meeting with the appropriate supervisor, at which meeting the reasons for such transfer shall be discussed. Such meeting will be held prior to the implementation of the transfer, whenever possible. The teacher may be accompanied by an Association representative.

### C. Class Size

#### 1. Grades K-6

The maximum number of students per class will be as follows:

K-23	4-28
1-24	5-28
2-24	6-28
3-28	

If by October 15<sup>th</sup> of each school year, the above-noted class size limitations are exceeded, the District may consider creating an additional class section provided that there is appropriate classroom space available in that building to house the new section, and that there is appropriate staffing and/or sufficient funding for such staffing. If these issues arise, the President of the Association and the Superintendent of Schools shall meet during the school year to discuss this issue as deemed appropriate by the Superintendent. In the sole, non-grievable discretion of the Superintendent, if the class size exceeds the aforementioned limitations after October 15<sup>th</sup> of each school year, a teacher whose class exceeds such class size limitations may be assigned the services of a teacher aide for one hour per school day for each student in such classes exceeding the maximum class size limitations as long as the aforementioned conditions exist.

2. Grades K-6 Art, General Music, Physical Education and Library classes shall not exceed the maximum class size limitations designated above plus six students per class. This limitation does not apply to classes and/or sections involving performing groups (i.e. chorus, orchestra, band, plays, etc.).
3. All other special classes at any grade level and academic classes grades 7 through 12 have been purposely omitted from this contract provision in order to provide administration with the opportunity to establish class ranges, without being restricted in any way by this contractual provision, conventional, or other educational standards.

#### D. School Calendar

1. The length of teachers' work year shall not exceed 184 days inclusive of teacher conferences. New teachers may be required to attend three additional days of orientation.
2. Snow days – commencing with the 1995/96 school year, in the event that schools are not closed on any occasion during the school year for snow or other emergency, one day shall be deleted from the school calendar for the purpose of extending the Memorial Day weekend. The exact day to be deleted from the calendar shall be determined by the Board of Education.
3. The teachers will remain during the last day of student attendance for a time necessary to complete work pertinent to the closing of the school year.

#### E. Teacher Preparation

Lesson plans shall be submitted for weekly planning. Lesson plans shall include provisions for technology, including audiovisual aids and field trips and must be submitted as per District policy. Supervisors may request semester plans to be prepared by teachers based on individual needs.

#### F. Teacher Files

1. A teacher shall receive a copy of all materials which originate in the Miller Place School system and which relate to her/his performance as a teacher in said system.
2. There shall be only one official file for each teacher.
3. A teacher may have access to her/his official file by appointment, when the office is open, to inspect those items which pertain to Item 1 under "Teacher Files." A teacher may insert an answer to anything detrimental placed in her/his official file provided that he/she affixes her/his signature to same.
4. The teacher's file may not be sent to another school district without her or his consent.
5. Any documents, information or materials contained in a teacher's file may be used against her/him in disciplinary proceedings, in addition to any other evidence applicable and appropriate pursuant to law, whether or not same is contained within the personnel file.

### G. Substitute Teachers

School officials will obtain all substitutes. If a teacher wishes a particular substitute, he/she may make the recommendation to the Administration. The Administration will make every effort to obtain a qualified substitute for special teachers who are absent. If a qualified substitute is not obtainable, a regular substitute shall be obtained. Exceptions to this may be made, if necessary, in the case of technology and instrumental music.

### H. Teaching Hours and Teaching Load

1. Each teacher in grades 6-12 will have a duty-free, uninterrupted lunch period of no less than forty (40) minutes. Each teacher in grades K-5 will have either a 50 minute lunch and 30 minute preparation period, or a 40 minute lunch with a 40 minute preparation period per day, with the per teacher configuration and allotment of time to be determined by Administration.
2. Faculty meetings would be called only when necessary in accordance with the provisions below:
  - (a) The Building Principal shall confer with the Building Representative and set the day that faculty meetings will be held and announce it before the end of the first week of school. Once the day has been designated, it will remain as the faculty meeting day for the balance of the school year unless the Building Principal deems it prudent to change: in which case, he/she will confer with the Building representative.
  - (b) Faculty meetings will begin exactly five (5) minutes after dismissal. In the case of a district-wide faculty meeting, the meeting shall begin five minutes after the dismissal of the latest-dismissing school. The starting time for faculty meetings will be strictly adhered to by administrators and teachers.
  - (c) Director or Chairperson of a department (as applicable) shall confer with the Department and set the date that departmental meetings will be held and announce it before the end of the first week of school. Once the day has been designated, it will remain as the departmental meeting day for the balance of the school year unless the Director or Chairperson (as applicable) deems it prudent to change; in which case, he/she will confer with the Department.
  - (d) Departmental meetings will begin exactly five minutes after dismissal. The starting time for departmental meetings will be strictly adhered to by administrators and teachers.
  - (e) Each teacher is expected to attend all faculty and departmental meetings. All requests for absence will be submitted to the Building Principal for faculty meetings or the Director or Chairperson (as applicable) for departmental meetings in advance (three (3) days in advance whenever possible). Final approval for faculty meetings will be given by the Building Principal, and final approval for departmental meetings will be given by the Director or Chairperson (as applicable).

The association will be given a reasonable opportunity to present information at building faculty meetings, departmental meetings, and new teacher orientation meetings.

- (f) Absent teachers will be responsible for all information presented at faculty meetings and departmental meeting. If a teacher or Principal (for faculty meetings) or Director/Chairperson (as applicable) for departmental meetings, believes clarification is necessary, a meeting between the parties will be held as soon as possible.
3. The length of the workday for teachers shall not exceed six (6) hours and forty-five (45) minutes (inclusive of Paragraph 4 below). Effective September 1, 2000 and thereafter, the length of the teacher workday shall be 7 hours.
  4. Elementary teachers will be in their classrooms ten (10) minutes before the start of the student day and ten (10) minutes after the students are dismissed, providing any other students that have not been picked up are reported by name to the bus-duty teacher who must stay until the last student is picked up. Arrival time shall not apply to teachers assigned to A.M. duty.

Secondary teachers shall be in their classrooms before and after school at times designated by the Building Principal and within the teacher workday.

5. A teacher may be assigned forty-five (45) minutes a day of duty, averaged throughout the school year, but in no event more than sixty (60) minutes in any one day. Assignments shall be equitably distributed among teachers in each school building as needed.

In the event a kindergarten teacher teaches for a period of two (2) hours and thirty-five (35) minutes or more in any one session, that teacher will be entitled to at least a twenty (20) minute break.

Secondary academic and special teachers and to the extent that the District organizes into a Middle School which includes the 6<sup>th</sup> grade as part of a departmentalized program, 6<sup>th</sup> grade teachers, shall be covered by the provisions of this subparagraph and shall have as their maximum weekly assignment one of the following:

- (a) Twenty-five (25) teaching periods; five (5) preparation periods; five (5) duties; and one (1) daily lunch.
- (b) Thirty (30) teaching periods; five (5) preparation periods; one (1) daily lunch period.
- (c) Effective September 1, 2000, within the context of a secondary school 9 period day, except as set forth in this paragraph regarding a 6<sup>th</sup> teaching period, teachers shall be assigned as follows:
  1. 5 teaching periods
  2. 1 duty period
  3. 1 lunch period
  4. 1 preparation period
  5. 1 service period which shall be defined as follows:

Secondary teachers will be required to document, via plan book notation on a weekly basis, which of the following activities will three times weekly utilize during that period. The principal has the right to assign teachers to one of these activities for the remaining two days of the week. In addition to this list, any teacher can request of her/his principal any additional activity should there be recognized need. This period will be established in the weekly schedule at the outset of the school year. Assignments scheduled by the principal shall occur no later than seven (7) calendar days before said assignment commences.

1. Departmental collaboration with teachers
  2. Cross-curricular collaboration with teachers
  3. Mentoring sessions with new teachers
  4. Extra help for students in said teacher's class
  5. Regents tutorial
  6. Homework tutorial
  7. Assist students in using technology for research
  8. Familiarize oneself with current educational web sites
  9. Colleague observation when mutually agreed upon
  10. Conference calls to parents, other teachers, etc.
  11. Teacher assistance: defined as a similarly certified teacher in the classroom of another teacher for instructional support.
- A. A teacher who, in the course of a regular school day, is required to travel between buildings shall be considered to have satisfied the use of the service period.
- B. Teachers selected to instruct Advanced Placement, Honors, and Extended Classes shall use this time for the additional preparation required by these courses.
- C. Teachers responsible for six periods of instruction shall have the option of using this time for additional preparation.

Those teachers identified in paragraphs A, B, C will be required to participate in teaming activities from September through June during their professional service period, such as items 1 and 2 on the list of 11 activities referred to in this article. In recognition of the participation in such teaming activities, those teachers identified in paragraphs A, B, and C, based on their participation, will receive credit towards the annual requirement of twelve (12) hours of professional development, as approved by administration. This provision applies to teachers who participate in such teaming activities in grades six (6) through (12).

For all of the options above, the following conditions apply:

1. No evaluations or formal observations shall occur. The principal shall be able to observe to see whether the teacher is in compliance with this provision.
2. These options may not be used to replace a substitute teacher.

3. Teacher assistance as defined herein shall not be solely for the purpose of classroom management. Classroom management will be the sole purview of the teacher of record.
  4. No formal lesson plans are required for these periods.
  5. This period will not be used to fulfill any I.E.P. obligations for special education students.
  6. At the end of each school year, any eligible teacher whose teacher assistance assignments have exceeded by twenty-five percent the average of these assignments by department will in the following year be limited to assistance assignments that will not exceed the following year's average. In those departments to which teachers of different certifications are assigned, the average shall be determined by certification area.
  7. Teachers shall be provided with semi-annual reports as to the dates and number of teacher assistance assignments.
- (d) Effective September 1, 1992, elementary special teachers shall be responsible for three hundred (300) minutes of student contact daily. No special area teacher shall be laid off as a result of the increase to three hundred (300) minutes of daily contact time. The aforementioned three hundred (300) minutes shall include duty periods and any other professional obligations normally accomplished within the school day.
- (e) It is agreed that the practice in grades seven (7) through twelve (12) is that a teacher may accept or reject the sixth (6<sup>th</sup>) class in lieu of a duty period after a discussion with the principal. This is exclusive of laboratory scheduling in Science.
- A teacher may agree, on a voluntary basis, to teach a sixth (6<sup>th</sup>) period in lieu of the teacher's preparation period. Payment for such additional class shall be equal to one-fifth of MA Step 1 of the teacher's salary schedule annually.
- (f) Part-time teachers may be assigned duty periods proportional to their teaching assignment. For example, a 2/5 teacher will be assigned the duty equivalent of two (2) non-instructional periods per week.
- (g) Beginning in the 2000/01 school year, for such time as the school schedule at the elementary level allows for a block of non-student contact time before or after the student day, elementary teachers will be required to document, via plan book notation on a weekly basis, which of the following activities he/she will three times weekly utilize during such period. The principal has the right to assign teachers to one of the following listed activities for the remaining two days of the week. In addition to this list, any teacher can request of her/his principal any additional activity should there be recognized need. Assignments scheduled by the principal shall occur no later than seven (7) days before said assignment.



1. Grade level meetings
2. Instructional Support Team meetings
3. Literacy Team meetings
4. Articulation Meetings
5. Mentoring sessions with new teachers
6. Professional Development
7. Collaboration planning meetings for Special Education and regular education teachers.
8. Collaboration planning meetings for grade level teams.
9. Building Committee Meetings such as: SIT, Report Card, Testing, Curriculum Writing, etc.
10. Conference Calls with parents, other teachers, etc.
11. Extra help for students in need.
12. Teacher preparation for special classroom instructional activities beyond the normal preparation such as embarking on thematic units, holiday celebrations, plays.

The following restrictions will apply to the extra help portion of this list: Extra help will be offered only to the classroom teacher's own roster of students, and no more than four (4) students will be serviced at a time.

At the end of each school year, any elementary teachers whose extra help assignments have exceeded by 25% of the average of these assignments by certification area, will in the following year be limited to extra help assignments as follows:

- a. After one year above authorized percent – 3 students maximum per session.
  - b. After two consecutive years above authorized percent – 2 students maximum per session.
  - c. After three consecutive years above authorized percent – 1 student maximum per session.
  - d. After four consecutive years above authorized percent, no assigned extra help.
6. Every effort will be made to provide either a lunch period or preparation period to any teacher who has had four (4) consecutive assignment periods.
  7. Whenever a teacher is required to travel between buildings and the time customarily required is greater than the normal time it takes to travel from class to class, such greater time shall not erode into the teacher's lunch or prep periods.
  8. Staff Development – All teachers to be required to attend staff development activities annually outside the teacher work day during the regular work year on days when school is otherwise in session as determined by the Superintendent without additional compensation pursuant to the following schedule:

2000 – 2001	6 hours
2001 – 2002	6 hours
2002 – 2003	9 hours
2003 – 2004	and thereafter – 12 hours

At the discretion of the Superintendent of Schools, classroom teachers in school buildings which have fully implemented The Literacy Collaborative (TLC) and who have been fully trained in the program may receive, in the discretion of the Superintendent of Schools, credit annually up to a maximum of three (3) hours of the annually required twelve (12) hours of professional development. This provision shall not apply to teachers or other association members who have not participated in the TLC Program.

Guidance Counselor's are expected and strongly encouraged to attend and participate in student and parent evening events involving the Guidance Department. If attended, Guidance Counselors will be compensated according to the contractual home tutoring rate.

The work year for guidance counselors will begin three days prior to the first day of school for teachers and end three days after the last day of school

- These days will be in on an as needed basis, as determined by building administration.
- These days needed may differ between the middle and high school.

Additional work days may be needed during the months of July and August

- These days are for guidance related tasks such as, but not limited to, student scheduling changes, changes in course offerings, new student registration and issues involving the master schedule
- The maximum number of summer work days will not exceed the following:
  - Six days for high school
  - Ten days for the middle school
- In an effort to continue our collaborative working relationship with the guidance staffs, administration will do the following:
  - Seek volunteers for summer work days prior to "assigning" the days
  - Determine the exact number of summer days required prior to March 1<sup>st</sup>
  - Coordinate the dates of the summer work schedule

Additionally, please note that for the days noted above, guidance counselors will be paid their daily rate.

Elementary teachers are not always notified that they will be teaching an inclusion class until during the summer months for the following school year beginning in September.

- It is agreed that elementary classroom teachers and special education teachers teaching inclusion classes with four (4) to six (6) students should collaborate

approximately one (1) time per week, and elementary classroom teachers and special education teachers teaching inclusion classes with seven (7) to nine (9) students should collaborate approximately two (2) times per week.

- The Special Education Department will research the appropriate classes and conferences that can be offered to regular education classroom teachers in the 2006-07 school year. An example of such class is the Crisis Prevention Intervention Course that has recently been designed and introduced to staff members by the School Psychologist.
- The Special Education Department will monitor the student class assignments and will collaborate with the building principals on class/section assignments.

#### I. Physical Examinations

Teachers shall have regular physical checkups upon the beginning of employment in the District and every three (3) years thereafter. The District reserves the right to require additional physical and mental examinations at the District's expense when deemed necessary by the Board of Education.

The district and the Association will meet to review the current medical form (see Appendix H) and to make appropriate changes. The examining physician will retain the physical examination form and he/she will forward a statement to the school district merely indicating any problems, which would interfere with the ability to perform the duties of the teacher's position.

#### J. Summer School

Summer school positions will be posted and filled on an annual basis. The salary shall be as follows:

2003 \$66.87 per 1.5 hour session

\$66.87 per 1.5 hour session

This salary does not apply to the Summer School Principal.

1. One (1) full day of sick leave (equal to session taught) will be granted to each teacher in summer school. This day is non-cumulative.
2. The contracted salary implies work on registration days, teaching and/or testing days for a total of thirty-three (33) days.
3. The staff is required to grade Regents of all students in their program. Assignment for grading of papers is at the discretion of the Principal.

K. Mail

The District will refrain from opening mail addressed to individual teachers, except that any mail received in windowed envelopes will be presumed to be a bill and will be opened at the Central Office.

**ARTICLE VI – LEAVES OF ABSENCE**

A. Child Care Leave

1. A teacher may request a childcare leave upon the birth of the teacher's child or upon adoption of a child.
2. Disability due to pregnancy shall be treated as any other disability. As a guideline, a normal pregnancy-related disability has generally been six (6) weeks in duration, which may be extended two (2) weeks if prescribed by a physician.
3. Similarly, a teacher who adopts a child may be entitled to paid childcare leave for the purpose of acclimating the child to its new environment. As a guideline, the acclimation period should not exceed six (6) weeks.
4. At the conclusion of any paid child care leave, the teacher may return to work or go on unpaid childcare leave.
5. Unpaid childcare leave shall terminate only at the beginning of one (1) of the first three (3) quarters as per district calendar. Teachers may return for the fourth quarter if they have worked at least an additional quarter (ten (10) consecutive weeks) during that school year. Teachers shall return from leave no later than the first day of the second school year following the start of such leave.
6. After returning from childcare leave, a teacher shall be reassigned without loss of rights or seniority. The time on unpaid childcare leave shall not count toward tenure or toward advancement on the salary schedule.

B. Military Leave

Teachers inducted into the armed forces shall be protected under the provisions of the Military Law 242 and 243 as stated in the New York State Education Law.

C. Leaves for Professional Matters

1. The Board of Education will give consideration, at the time of request, for leaves of absence without pay to teachers who assume offices in professional organizations.

2. Where the Administration feels it necessary to assign teachers to attend meetings outside the District, the teacher shall not be penalized for sick days or visiting days, and any expenses shall be borne by the District.
3. A teacher may be granted two (2) visiting days per year for the purpose of visiting other schools.
4. A teacher shall receive time necessary for appearance in any legal proceedings resulting from the proper performance of her/his duties as assigned by the District. Such time shall not be counted as personal days, sick days, or any other category covered under this Agreement.

#### D. Jury Duty

Teachers shall receive full pay for time they are required to serve on jury duty when it is impossible to schedule such duty on non-school days. They shall return to the district any pay, less travel expenses, received for such duty. Whenever possible, a teacher shall schedule jury duty on other than school days.

#### E. Sick Leave

1. Teachers shall be allowed ten (10) days of sick leave per annum. Sick leave shall be cumulative up to one hundred-eighty (180) days of verified illness. In case of illness involving more than the leave specified, the difference between the teacher's regular salary and the substitute's salary is to be paid to the teacher at least for the balance of the school year. The Superintendent and the President of the Association shall meet to review utilization of this benefit on individual requests.
2. Upon retirement as accepted and approved by the New York State Teachers' Retirement System based on twenty (20) years of service in the Miller Place Union Free School District, a teacher may sell back to the District two (2) days of accumulated leave for one (1) day of leave with full pay up to a maximum of ninety (90) school days.

#### F. Personal Business

A teacher may be allowed three (3) days per year for reasons of personal business. All requests for personal business days must be submitted to the Superintendent on a standardized form for approval three (3) days prior to the leave, whenever possible. Personal business days may not be taken contiguous to vacation periods or holidays. One of the following reasons shall be indicated as the reason for the personal leave days: (1) Legal, (2) Family, (3) Financial, (4) Medical. The requirement for prior notice shall be waived for "illness in the household." At the end of each school year, a teacher's unused personal days will be added to her/his accumulated sick days.

#### G. Death Leave

Death leaves up to five (5) days may be granted by the Superintendent of Schools. Those days shall not be charged to personal business days.

The aforementioned leave shall be authorized only in connection with the death of a member of the employee’s immediate family, which shall be defined as: mother, father, sister, brother, spouse, children, grandparents, grandchildren, mother-in-law, father-in-law, step-parents, step-children, brother and sister-in-law, grandparents-in-law, daughter-in-law, son-in-law and relative living with the employee at the time of death.

Death leaves up to two (2) days may be granted by the Superintendent in the event of the death of the employee’s aunt, uncle, niece and nephew. Those days shall not be charged to personal business days.

Additionally, when considering leaves of absence, specifically with reference to this death leave provision, the District recognizes domestic partner relationships (but only as specifically defined in the New York State Government Employees’ Health Act in effect at the time of the execution of this agreement), and grants those relationships the same benefits with regard to death leave as specified within the provision.

The Superintendent may consider specific individual cases, other than the immediate family as defined above, including, but not limited to, deaths involving legal dependents of the employee, and/or specific customary religious practices associated with bereavement, and will consider each situation on a case by case basis. If such special consideration is given, and such leave requests are granted, same shall not be considered a District practice, nor shall same amend, or in any way change any portion of this collective bargaining agreement.

H. Leaves for Government Service

A tenured member of the bargaining unit can, upon request, take an unpaid leave of absence for a period of up to three (3) years. This leave is for the specific purpose of serving in an elective political office or to enter into government service in organizations such as, but not limited to, the Peace Corps. Upon return said member shall be placed on the next highest salary step to that which he/she was on when the leave was granted. All rights, privileges and seniority previously accrued shall be granted upon return.

I. Leaves for Other Reasons

1. Leaves of absence for any other reasons shall be deemed special cases and shall be acted upon by the Board of Education after due investigation and consideration.
2. Approved leaves of absence shall not deprive a teacher of benefits such as accrued sick leave.

**ARTICLE VII – TEACHER SALARIES AND FRINGE BENEFITS**

A. Salary Increases

2012/13	.40%
2013/14	.60%
2014/15	.80%

2015/16

.90%

(Note: This salary increase supersedes the previously agreed upon salary increase contained in a prior contract extension)

Attached are: Appendix A: Teachers' Salary Schedules  
 Appendix B: Coaches Salary Schedules  
 Appendix C: Club Salaries  
 Appendix E: Club Moderators and Supervisors of Intramural Sports, and Home tutors' Salary Schedules

All auxiliary salary schedules would be improved by the percentages set forth above.

All increases are plus applicable increment.

1. Payroll Processing

Effective July 1, 2006, at the discretion of administration, unit members' payroll may be processed and paid by direct deposit as determined, administered, and supervised by Central Administration.

B. Salary Schedule for New Hires:

A new salary schedule will be developed applicable to unit members hired on or after July 1, 2012. This new salary schedule shall begin with step "00" which is 6.0% below step "1" of the existing schedule (for all lanes/columns), followed by step "0" which is 3% below said step "1". For the purposes of formulating such salary schedule, the District will use the 2012/13 salary schedule.

C. Extra Pay for Extra Service

Only the above-referenced salary increase percentages for years 3 and 4 of this agreement shall apply to the ancillary schedules (appendices B, C and E).

It is agreed that all coaching and chaperoning positions, which are new, currently vacant, or currently being held by personnel other than Miller Place teaching staff, will be posted on an annual basis. All members of the Miller Place Teachers' Association will be given first consideration. The Miller Place Athletic Director, after reviewing applications and qualifications of applicants, will make recommendations to the superintendent concerning candidates for such vacant positions.

It is recognized that, should a position as described above remain vacant after the application deadline, the Miller Place Union Free School District has the right to consider applicants outside of the Miller Place Teachers' Association.

1. Extracurricular, co-curricular, coaches, and home tutors, stipends shall be increased by the same percent as the salary schedule in each year of this Agreement (2006-2010), based on schedules agreed to by the Association and the Board or its representative.

2. Clubs shall be defined as any extracurricular activity involving students on any grade level. Assistance given to students, individuals, or groups shall not be considered a club activity.
3. The Superintendent reserves the right to veto any club that is impractical or undesirable. In addition, the Superintendent shall appoint moderators, intramural sports supervisors, and athletic coaches, and set the rate of compensation according to fees established in this contract.
4. Athletic coaches shall be appointed by the Superintendent and paid at the rates set forth on the attached listing. (See Appendix B.)
5. Club moderators and supervisors of intramural sports, including elementary intramural sports shall be paid at the rates set forth on the attached listing. (See Appendix E.)
6. Home Tutors shall be paid at the rates set forth on the attached listing. (See Appendix E.)
7. Class Coverage:

The District and the Association recognize that administration may need to assign teacher members of the bargaining unit to substitute teaching duties when the District is unable to obtain a sufficient number of substitute teachers, pursuant to past practice and prior written agreement. The District further acknowledges that those District teachers who are assigned to substitute teaching duties, are entitled to additional compensation for performing these duties, during their preparation, lunch and/or professional periods, pursuant to past practice, prior written agreement and this provision.

The aforementioned teachers shall be compensated on a permanent basis in recognition of the fact that the length of periods change from school to school and the time periods may be different depending upon the type of substitute services involved. Therefore, the rate of pay for such service shall be Seventy Cents (\$.70) per minute.

The aforementioned teachers will be paid for such substitute service at the above-referenced rate, only if such teachers are assigned to substitute work by District administration.

8. Unit members working as chaperones and/or providing class coverage, may elect to receive, in lieu of the contractual payments for same, sick days according to the following conversion: Eight (8) class coverages, or three (3) chaperoned events (such chaperoned events must be 2.5 to 4.0 hours) will equal, and the employee shall receive credit for, one (1) sick day. The maximum/total accumulation of elected sick days shall be twenty (20) days over the four (4) year term of this contract. Such elected sick days shall be for use as sick leave only, and shall not be accumulated for the purposes of payment upon retirement or otherwise. This provision shall expire on June 30, 2016 and shall not be subject to section 209-a (1) (e) of the Civil Service Law (Triborough Law).



#### D. Payment for Teacher Education

1. Educational courses taken for the purpose of moving horizontally from one level to the next on the salary schedule must have prior approval of the Superintendent of Schools. Horizontal movement from one educational level to the next on the salary schedule effective July 1, 2006 and thereafter, will be MA to MA 15 and MA 15 to MA 30 six (6) graduate and nine (9) in-service credits; MA 30 to MA 45 and MA 45 to MA 60 nine (9) graduate and six (6) in service credits; MA 60 to Ph.D. upon conferral of Ph.D.

The submission process for reclassification and horizontal movement shall be twice per year pursuant to the following past practice procedure:

##### A. Fall Semester Process

- Course work must be completed by August 31<sup>st</sup> of the school year.
- Reclassification requests and forms must be submitted to the District by 3pm on the Friday immediately following Labor Day of the school year.
- Supporting documents including but not limited to transcripts and certification of course completion, or proof that the teacher has applied to the educational institution for proof of course completion, must be submitted by the first Monday in October of the school year.
- All supporting documentation must be dated on or before the date on the reclassification request form.
- Fall reclassifications will be processed by the Personnel and Business Offices by October 31<sup>st</sup> of the school year.
- Fall reclassifications will be retroactive to September 1<sup>st</sup> of the school year.

##### B. Spring Semester Process

- Course work must be completed by January 31<sup>st</sup> of the school year.
- Reclassification requests and forms must be submitted to the District by 3pm on the first Monday in February of the school year.
- Supporting documents including but not limited to transcripts and certification of course completion, or proof that the teacher has applied to the educational institution for proof of course completion must be submitted by the first Monday in March of the school year.
- All supporting documentation must be dated on or before the date on the reclassification request form.
- Spring reclassifications will be processed by the Personnel and Business Offices by March 31<sup>st</sup> of the school year.
- Spring reclassifications will be retroactive to February 1<sup>st</sup> of the school year.

##### C. Restricted Horizontal Movement

During the term of this agreement only, unit members' movement across the lanes/columns of the salary schedule (BA to PhD) shall be restricted such that they will only move a total of two (2) lanes/columns during the term of this agreement, and shall not move more than one (1) lane/column in any year (i.e., an employee who is eligible and moves one (1) lane/column in year two (2), will only be permitted to move a total of one (1) additional lane/column in the remaining two (2) years of this agreement). This provision shall expire on June 30, 2016 and shall not be subject to section 209-a (1)(e) of the Civil Service Law (Triborough Law).

Failure on the part of the applicant to comply with the above delineated schedule will result in the deferral of the horizontal advancement on the salary schedule until the following semester.

Beyond the Masters Educational level, applicants can only advance one educational level category per semester.

2. Prior to matriculation for a Master's Degree, which shall include a minimum of thirty (30) graduate credits, a Ph.D., or Ed.D., a teacher shall have the area in which the degree is to be earned approved by the Superintendent and the Miller Place Teachers' Association Professional Practices Committee. When matriculation has been so approved, all required courses shall be automatically approved for salary credit purposes.

New provisions stated in Sections 1 and 2 above shall not be retroactive to present scale placement of teachers already employed in this school district.

3. The Board shall provide monies in the budget for in-service courses held in the District. The Board will also pay for in-service courses that it requests a teacher to take.
4. Approval of In-Service Courses
  - (a) All in-service courses taken for credits must have the approval of the Superintendent of Schools prior to the time of registration.
  - (b) In-service credit acquired as a full-time employee of another school district will be allowed only upon the evaluation and approval of the Superintendent of Schools.
  - (c) Credit will be given only for courses, which are conducted by institutions, agencies or groups approved by the Superintendent of Schools.
  - (d) As a basis for determining credit approval for in-service courses, it is the responsibility of the teacher to provide the Superintendent with the following information about the course:
    1. Name of Course
    2. Sponsor of Course
    3. Place where course is given

4. Number and length of meetings
5. Description of course

(e) To apply in-service credit toward a salary adjustment, the teacher must supply the Superintendent of Schools with evidence of satisfactory completion of the course.

#### 5. Graduate Credits

- (a) The limitation of six (6) credits per year on in-service credits shall not be construed to limit the number of graduate credits from an accredited college or university a teacher may take in any year.
- (b) Graduate courses will be acceptable for salary credit if:
  1. the institution is regionally accredited, or
  2. the institution is accredited by a nationally recognized accrediting agency, or
  3. the accrediting agency is the Board of Regents, or
  4. the accrediting agency is recognized by the U.S. Office of Education, and
  5. Graduate courses must be provided by the instructional faculty of the college or university at which the course is taken. Credits earned through such courses must be acceptable by the college or university for any graduate degree-bearing program. Such courses must be directly relevant to the subject(s) taught by the teacher or constitute courses in instructional methodology which are applicable to the teacher's program. Where a teacher has been accepted into a Master's program approved by the District, all courses in that program will be deemed relevant pursuant to this subparagraph.
- (c) Credit may be awarded for correspondence, video and internet (on-line) courses on a case by case basis.
- (d) Subject to the provisions of Paragraph (b)(5), regarding relevance, NYSUT courses shall be accepted as graduate courses.

#### E. Prior Service

Years of accepted teaching experience in out-of-district schools may be credited for placement on the salary schedule. Acceptable teaching experience is defined as full-time teaching in the public schools. Credit for military service may be granted at the discretion of the Board of Education.

#### F. Fringe Benefits

1. Health Insurance

- (a) The Board of Education shall provide the full cost of the Empire Plan Core Plus Enhancements package.

Effective July 1, 2006, all teachers shall be required to contribute 12% in year one of the contract, 13% in year two of the contract, 15% in year 3 and thereafter.

Should the Board of Education seek to investigate alternate health insurance plans, a committee shall be appointed for this purpose. The committee shall contain an equal number of administrators and teachers with the teacher members being selected by the Association.

If the committee approves an alternate health insurance plan, said plan shall be instituted as soon as practical. If the committee does not approve an alternate health insurance plan, the Board may implement a change in health insurance subject to the following conditions:

- (i) The Board shall provide sixty (60) days notice to the Union of any proposed change. The Union shall have the opportunity to consult with the Board at least thirty (30) days prior to the implementation date of the proposed change.
  - (ii) The proposed plan shall be equal to or better than the health insurance plan currently in effect.
  - (iii) Should the Association contend that the proposed plan is not equal to or better than the current plan, it shall have the right to proceed to expedited arbitration of this issue. Said expedited arbitration shall be concluded no later than ten (10) days prior to the proposed implementation date. No change in health insurance shall be effected until the arbitrator's award is received by the parties.
- (b) Effective July 1, 1992, a teacher whose spouse is covered by the Empire Family Plan or the same plan into which the District may subsequently enroll, shall not be entitled to family health insurance coverage from the School district unless such coverage is required to comply with a court order or judgment pre-dating July 1, 1992, or separation agreement executed prior to July 1, 1992. With respect to teachers whose spouse is employed by the School District, such teachers will have the option as to which spouse shall be covered by the District's family plan. Nevertheless, a teacher who thereafter becomes no longer covered by her/his spouse's said coverage, or who is about to retire from the District under The New York State Teachers' Retirement System, shall be entitled to reinstatement at the cost to the district to coverage under the District's Family Plan (if the teacher has dependents, or to the District Individual Plan if no dependents).

A teacher who is not eligible for family health insurance pursuant to this provision of the contract, shall be entitled to individual coverage or \$1,000 annually, at the option of the teacher. The School District will also reimburse to the employee health insurance

contributions required of her/his spouse to a maximum of 15% of the premium (See Appendix I).

- (c) Effective September 1, 1992, part-time employees who work less than 3/5ths of a full-time position, shall be eligible for 50% of individual health insurance coverage to be provided by the District. Those reaching 3/5ths or more shall be eligible for 90% individual health insurance coverage paid for by the District. Consistent with insurance regulations, part-time teachers shall be entitled to pay for additional coverage.
- (d) If any teacher who is eligible for family coverage provided by the District wishes to voluntarily give up her/his health insurance, will be paid 40% of the savings realized by the District for each full year that they are not covered. The teacher shall have the option of renewing her/his health insurance at the beginning of any year except if an emergency occurs which would leave that teacher uncovered for health insurance. In that event, the teacher may resume participation in the health insurance plan as soon as is accepted by the plan.
- (e) Health Insurance for Retirees:

The District recognizes it has been an established practice to provide association members with health insurance coverage into retirement provided the following criteria are met by such retirees:

1. The member must actually retire from the School District and such retirement must be accepted and approved by the New York State Teachers' Retirement System.
2. The unit member is employed by the District a minimum of five (5) continuous/consecutive years;
3. The unit member must have been enrolled and be a participant in the District's health insurance program as of March 1 of the year of retirement;
4. The level of health insurance coverage and the District/employee contribution toward the payment or premiums for same, in effect at the time of the unit member's retirement, whether individual or family, is the level of coverage and contribution that the unit member receives and maintains during retirement;
5. Any unit member retiring with family coverage may elect to change the coverage in retirement to individual coverage at any time. However, upon changing the coverage to individual coverage, such coverage may not be converted and/or changed back to family coverage.

With regard to the above-referenced health insurance for retirees, the District, pursuant to practice, will continue to pay one hundred (100%) percent of the premiums for individual health insurance coverage and thirty-five (35%) percent of the cost of premiums for family coverage. When the retiree and/or dependent

reaches age sixty-five (65), the District will reimburse the retiree and/or the dependent cost of the District's share of Medicare premiums pursuant to law, regulation and contract, in effect at the time of such reimbursement.

- (f) The District and the Association agree to form a committee to explore additional health insurance carriers/plans which may be used in addition to the New York State Health Insurance Plan (NYSHIP), with the intention of having such health insurance carrier/plan in place by January of 2013; and the parties agree to bargain in good faith regarding such a change in carriers

## 2. Tax Sheltered Annuities

The Board of Education will give every employee the opportunity to purchase a tax sheltered annuity. The Association and its membership agree that any contribution and/or payment into such annuity must comply with and not exceed the contribution limits provided in the applicable sections of the Internal Revenue Code and/or Regulations. Nothing contained herein shall constitute a representation by the District to the effect that the New York State Teachers' Retirement System or other applicable system shall deem the aforesaid contributions as eligible to be included in the calculation of final average salary for retirement purposes. The District further makes no representation that the contributions referred to herein are in accordance with Federal or State law or the Rules and Regulations of the Internal Revenue Service. The Association and its membership shall hold harmless, defend and indemnify, at their sole cost and expense, the District, its Board, Board members, officers, administrators, employees, agents and representatives from every claim, demand, audit, accounting or other procedure or proceeding or investigation of any kind, (including but not limited to taxes or penalties based on State and/or Federal withholding, or taxes otherwise due), interest, violations of the Internal revenue Code and/or Regulations, other Federal or State Law or Regulations, which emanate in any way from the creation and/or establishment of such tax sheltered or deferred annuities or annuity accounts, contributions to same, the administration of same, or any of the rights and benefits of this provision. The obligation to hold harmless, indemnify and defend is not conditioned upon and shall not require a showing of negligence or wrongdoing on the part of the Association or its membership.

## 3. Injury Compensation

Any teacher injured while on the job, either on or off the premises, shall be guaranteed full salary for one (1) year. If necessary, the case will be reopened at the end of one (1) year for further consideration by the Board of Education. It shall be the teacher's responsibility to prove that the injury occurred while working. This provision does not cover travel to and from work.

## 4. Dues Checkoff

The Board of Education shall provide for payroll deduction of dues for the Association, NYSUT, and its educational or union affiliates.

5. Legal Protection for Teachers

Legal protection for teachers shall be provided in accordance with New York State Education Law.

6. Disability Insurance Program

The District will provide, at its cost, without employee contribution, a disability insurance program for full-time unit members. The disability insurance coverage will pay up to sixty (60%) of the regular monthly gross employee pay. The elimination period as per the policy shall be ninety (90) calendar days. The maximum benefit shall not exceed Two Thousand Five Hundred (\$2,500.00) Dollars and shall be governed by the terms and conditions contained in the applicable insurance policy.

7. Life Insurance

The District will provide at its expense a \$5,000 life insurance policy for each of the teachers in the bargaining unit.

8. Dental Insurance

The district will pay for a dental plan chosen by the Association at a cost not to exceed:

\$63,400 for 1999 – 2000  
 \$67,400 for 2000 – 2001  
 \$71,400 for 2001 – 2002  
 \$72,400 for 2002 – 2003 and thereafter

Of the amounts above, the following amounts will be used for a family dental plan:

\$22,000 in 1999 – 2000  
 \$24,000 in 2000 – 2001  
 \$26,000 in 2001 – 2002 and thereafter

9. Flexible Benefits Plan

Effective February 1, 2000, the District shall participate in a flexible benefits plan pursuant to Section 125 of the Internal Revenue Code. Availability during calendar 2000 shall be subject to the rules and regulations of the Internal Revenue Service.

10. Longevity Payment

A. In addition to the salaries delineated on the schedules set forth in this Contract, effective July 1, 2006, teachers who have worked in the Miller Place School District for nineteen (19) years, shall in their twentieth (20<sup>th</sup>) year and thereafter, be eligible for an annual flat longevity payment of \$1,400.00.

- B. The payment of the aforementioned flat dollar longevity pursuant to this paragraph shall be paid pro-rata in the bi-weekly paychecks of unit members.

### **ARTICLE VIII – RETIREMENT INCENTIVE**

Upon reaching the age at which a teacher can first retire, and provided such teacher retires as accepted and approved by the New York State Teachers' Retirement System, the teacher will receive a retirement incentive as follows only if he/she retires by June 30 of that year:

1. Seventy-five (75) percent of unused sick leave up to a maximum of one hundred eighty (180) days or ten thousand (\$10,000.00) dollars, whichever is greater. Thus, a teacher who has accumulated one hundred eighty (180) days of sick leave will be paid for one hundred thirty-five (135) days.
2. A teacher will be required to have ten (10) years of service as a teacher in Miller Place to be eligible for the above-stated retirement incentive.

For retirements effective as of June 30, 2000 and thereafter, the first date for retirement shall be defined as the first year of eligibility for retirement pursuant to the rules of the New York State Teachers' Retirement System without penalty as to each teacher's tier in the said retirement system. However, any teacher eligible to retire without penalty prior to June 30, 2000 who did not elect to retire pursuant to this paragraph shall not be eligible for the benefits hereof.

To qualify for the retirement incentive, a teacher must resign in writing no later than March 1st, effective June 30<sup>th</sup>.

3. Any teacher who shall inform the Superintendent in writing of her/his resignation and intention to retire at least three (3) years in advance of the effective date of resignation and retirement, shall be entitled to payment for unused accumulated leave entitlement in three (3) installments as referred to in Article VI, Paragraph E(3) of the contract except that the payment for unused accumulated sick leave entitlement to which a teacher shall be entitled shall be in accordance with Paragraph 1 hereof and the teacher must otherwise qualify for the retirement incentive as set forth in this Article.

### **ARTICLE IX – JOB SECURITY**

In the event it becomes necessary to abolish a position held by a tenured teacher, the following procedure will apply, provided that nothing contained hereinbelow shall be violative of existing law:

Tenured teachers whose positions are to be abolished are to be notified by June 1. Those tenured teachers with the least seniority in a certification area of tenure will be released before teachers with greater seniority.



Tenured teachers whose positions are abolished will be placed in order of priority in other positions for which they are certified before any non-tenured teachers can be utilized in such areas. If no position is available for which a tenured teacher is certified, such tenured teacher will be given up to one (1) year in which to become certified and when certified will be placed in a position of her/his certification before any non-tenured teacher can be utilized in such area. During the period needed by the teacher to obtain the additional certification, he/she will be given first priority for substitute assignments in her/his field of certification for which compensation will be paid at the rate of 1/200 of her/his appropriate salary and step for each day employed.

During the period that the teacher is working toward new certification, he/she will be considered on leave of absence without pay, and upon returning to work shall not suffer any loss of accumulated benefits as a tenured teacher in the District. It is agreed that the teacher will promptly begin to fulfill the new certification requirements.

Probationary teachers whose positions are abolished will be given serious consideration for any vacancy for which they are certified.

#### **ARTICLE X – EXCHANGE OF NEGOTIATION INFORMATION**

The Board of Education and the Miller Place Teachers' Association shall make available to each other pertinent information appropriate to negotiation.

#### **ARTICLE XI – ITEMS NOT COVERED**

A. The present School Board policy related to teacher employment, working conditions and professional responsibilities not covered in this Agreement will remain in effect for the duration of this Agreement. If the Board of Education changes a policy on these matters, the teachers will be consulted. The parties agree that all foreseeable negotiable items have been discussed, and therefore agree that negotiations shall not be reopened on any item whether or not contained herein.

B The District agrees that it will not seek to reopen negotiations with the intention of achieving concessions or givebacks on any of the issues contained in this agreement during years 2 through 4 of the contract unless such reopener is expressly agreed to in writing by the District and the Association.

#### **ARTICLE XII – SAVING CLAUSE**

##### **A. Legislative Requirements**

"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."

B. Regulations of Commissioner

This Agreement and all provisions herein are subject to all applicable laws, regulations, and decisions of the Commissioner of Education for New York State. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the two parties but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been part of this Agreement. If increases in salary provided herein are found by any Federal agency or court to exceed the maximum permitted under Federal regulations, the schedule will be reduced accordingly.

**ARTICLE XIII – NO REPRISALS**

It is jointly and mutually agreed that the Board of Education and its administrative agents shall take no reprisals against any member of the staff for having taken part in the strike against the School District, and that the Association and its members shall take no reprisals against any teacher or any other employee who worked in the School District during the strike.

**ARTICLE XIV – RATIFICATION OF AGREEMENT**

TERM OF AGREEMENT

This contract shall be in effect July 1, 2012 through June 30, 2016. Failing written notice by either party between October 15, 2015 and January 15, 2016, of desire to commence negotiations, this contract shall be automatically renewed for one year, and for successive yearly periods until timely notice is given. The term "terms and conditions of employment" means salaries, wages, hours and other terms and conditions of employment.

**ARTICLE XV – ANNUAL PROFESSIONAL PERFORMANCE REVIEW**

The District's Annual Professional Performance Review Plan and procedures as related to District Teachers has been agreed upon by the parties and is in compliance with Section 3012(c) of the Education Law, and is memorialized in a separate document.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 Day of February.

MILLER PLACE SCHOOL ADMINISTRATION


By: Dr. Marianne F. Higuera  
Dr. Marianne Higuera  
Superintendent of Schools

MILLER PLACE TEACHERS' ASSOCIATION

By: Nancy Sanders  
Nancy Sanders  
President

- Appendix A – Teachers' Salary Schedule
- Appendix B – Coaches Salary Schedule
- Appendix C – Co-curricular and Extra-curricular Salary Schedule
- Appendix D – Club Moderators and Supervisors of Intramural Sports, and Home Tutors Salary Schedule
- Appendix E – Special Education Support
- Appendix F – Official Grievance Form
- Appendix G – Teacher Observation Report Form
- Appendix H – Physical Examination for Employees Form
- Appendix I – Health Insurance

BOARD OF EDUCATION

By:   
\_\_\_\_\_  
Doug Ports  
President

**Teachers' Salary Schedule  
2012-13**

Step	BA	BA15	BA30	BA45 / MA	MA15	MA30	MA45	MA60	PhD
00	46,439	48,339	50,239	52,139	54,039	55,939	57,839	59,739	61,639
0	47,875	49,775	51,675	53,575	55,475	57,375	59,275	61,175	63,075
1	49,356	51,267	53,151	55,081	56,987	58,894	60,805	62,717	64,619
2	50,960	52,950	54,936	56,927	58,912	60,899	62,892	64,880	66,866
3	53,030	55,119	57,212	59,304	61,397	63,488	65,580	67,675	69,766
4	55,145	57,344	59,539	61,741	63,938	66,137	68,336	70,538	72,737
5	57,266	59,571	61,876	64,184	66,484	68,791	71,095	73,400	75,704
6	59,387	61,800	64,209	66,618	69,031	71,441	73,852	76,265	78,674
7	61,508	64,022	66,541	69,062	71,576	74,093	76,612	79,129	81,647
8	63,630	66,248	68,876	71,498	74,120	76,747	79,367	81,991	84,619
9	65,748	68,477	71,211	73,939	76,669	79,400	82,126	84,855	87,589
10	67,868	70,710	73,545	76,377	79,215	82,048	84,885	87,721	90,555
11	69,991	72,937	75,873	78,819	81,766	84,702	87,643	90,584	93,528
12	72,111	75,163	78,208	81,256	84,310	87,357	90,404	93,449	96,494
13	74,231	77,387	80,545	83,698	86,845	90,006	93,162	96,317	99,468
14	76,354	79,615	82,876	86,136	89,396	92,660	95,916	99,180	102,441
15	78,475	81,843	85,210	88,574	91,940	95,309	98,678	102,043	105,411
16	78,600	81,979	87,547	91,014	94,488	97,960	101,437	104,908	108,381
17	78,600	81,979	89,877	93,454	97,035	100,615	104,196	107,774	111,350
18	78,600	81,979	91,639	95,289	98,940	102,592	106,244	109,896	113,541
19			93,436	97,158	100,883	104,608	108,334	112,056	115,776
20			95,270	99,066	102,866	106,664	110,464	114,263	118,056
21			97,140	101,011	104,887	108,761	112,638	116,513	120,382
22			99,046	102,996	106,949	110,901	114,856	118,807	122,754
23			100,992	105,020	109,051	113,085	117,117	121,148	125,173
24			102,975	107,085	111,199	115,309	119,424	123,534	127,642
25			105,000	109,190	113,386	117,580	121,775	125,970	130,159

## Teachers' Salary Schedule

2013-14

Step	BA	BA15	BA30	BA45 / MA	MA15	MA30	MA45	MA60	PhD
00	46,718	48,629	50,540	52,452	54,363	56,275	58,186	60,097	62,009
0	48,162	50,074	51,985	53,896	55,808	57,719	59,631	61,542	63,453
1	49,652	51,575	53,470	55,412	57,329	59,247	61,170	63,093	65,007
2	51,266	53,268	55,265	57,268	59,265	61,264	63,269	65,270	67,268
3	53,348	55,449	57,555	59,660	61,765	63,869	65,974	68,081	70,185
4	55,476	57,689	59,896	62,111	64,321	66,534	68,746	70,961	73,173
5	57,610	59,929	62,247	64,569	66,883	69,204	71,522	73,841	76,158
6	59,743	62,171	64,594	67,018	69,445	71,869	74,295	76,722	79,146
7	61,877	64,406	66,940	69,477	72,006	74,538	77,072	79,604	82,137
8	64,011	66,645	69,290	71,927	74,565	77,207	79,843	82,483	85,127
9	66,142	68,888	71,638	74,382	77,129	79,877	82,619	85,364	88,114
10	68,276	71,134	73,986	76,836	79,690	82,540	85,394	88,248	91,098
11	70,411	73,374	76,329	79,292	82,256	85,211	88,169	91,127	94,089
12	72,544	75,614	78,677	81,743	84,816	87,881	90,947	94,010	97,073
13	74,676	77,852	81,028	84,201	87,366	90,546	93,721	96,895	100,065
14	76,812	80,093	83,373	86,653	89,933	93,216	96,492	99,775	103,056
15	78,945	82,334	85,722	89,105	92,492	95,881	99,270	102,655	106,043
16	79,072	82,470	88,072	91,560	95,055	98,548	102,046	105,537	109,031
17	79,072	82,470	90,416	94,015	97,617	101,219	104,821	108,421	112,018
18	79,072	82,470	92,189	95,860	99,534	103,207	106,882	110,555	114,223
19			93,997	97,741	101,488	105,235	108,984	112,729	116,471
20			95,841	99,660	103,483	107,304	111,127	114,949	118,765
21			97,723	101,618	105,516	109,414	113,314	117,212	121,104
22			99,640	103,614	107,591	111,566	115,545	119,520	123,491
23			101,598	105,651	109,706	113,763	117,819	121,875	125,924
24			103,593	107,727	111,866	116,001	120,140	124,275	128,407
25			105,630	109,845	114,066	118,286	122,506	126,726	130,940

**Teachers' Salary Schedule  
2014-15**

Step	BA	BA15	BA30	BA45/MA	MA15	MA30	MA45	MA60	PhD
00	47,091	49,018	50,945	52,871	54,798	56,725	58,652	60,578	62,505
0	48,548	50,474	52,401	54,328	56,254	58,181	60,108	62,034	63,961
1	50,049	51,987	53,897	55,855	57,788	59,721	61,659	63,598	65,527
2	51,676	53,694	55,708	57,727	59,739	61,754	63,775	65,792	67,806
3	53,775	55,893	58,016	60,137	62,259	64,380	66,502	68,625	70,746
4	55,919	58,150	60,376	62,608	64,836	67,067	69,296	71,529	73,759
5	58,071	60,408	62,745	65,085	67,418	69,757	72,094	74,432	76,767
6	60,221	62,668	65,111	67,554	70,001	72,444	74,890	77,336	79,780
7	62,372	64,921	67,476	70,032	72,582	75,134	77,688	80,241	82,794
8	64,523	67,179	69,844	72,502	75,162	77,825	80,482	83,142	85,808
9	66,672	69,439	72,211	74,977	77,747	80,516	83,280	86,047	88,819
10	68,822	71,703	74,578	77,450	80,327	83,200	86,078	88,954	91,827
11	70,974	73,961	76,939	79,926	82,914	85,892	88,874	91,856	94,841
12	73,124	76,219	79,306	82,397	85,494	88,584	91,674	94,762	97,850
13	75,274	78,474	81,676	84,874	88,065	91,270	94,471	97,670	100,866
14	77,427	80,734	84,040	87,346	90,652	93,962	97,264	100,573	103,880
15	79,577	82,993	86,408	89,818	93,232	96,648	100,064	103,476	106,892
16	79,704	83,130	88,777	92,292	95,816	99,336	102,862	106,382	109,903
17	79,704	83,130	91,140	94,767	98,398	102,028	105,660	109,288	112,914
18	79,704	83,130	92,926	96,627	100,330	104,033	107,737	111,440	115,136
19			94,749	98,523	102,300	106,077	109,855	113,631	117,403
20			96,608	100,457	104,311	108,162	112,016	115,868	119,715
21			98,505	102,430	106,360	110,289	114,220	118,150	122,073
22			100,437	104,443	108,452	112,459	116,469	120,476	124,479
23			102,411	106,496	110,583	114,673	118,762	122,850	126,931
24			104,422	108,589	112,761	116,929	121,101	125,270	129,435
25			106,475	110,724	114,979	119,232	123,486	127,739	131,987

**Teachers' Salary Schedule  
2015-16**

Step	BA	BA15	BA30	BA45 / MA	MA15	MA30	MA45	MA60	PhD
00	47,515	49,459	51,403	53,347	55,291	57,235	59,179	61,123	63,067
0	48,984	50,929	52,873	54,817	56,761	58,705	60,649	62,593	64,537
1	50,499	52,455	54,382	56,358	58,308	60,258	62,214	64,170	66,117
2	52,141	54,177	56,209	58,246	60,277	62,310	64,349	66,384	68,416
3	54,259	56,396	58,538	60,679	62,819	64,959	67,100	69,243	71,383
4	56,423	58,673	60,919	63,172	65,419	67,670	69,920	72,173	74,422
5	58,593	60,952	63,309	65,671	68,025	70,385	72,743	75,101	77,458
6	60,763	63,232	65,697	68,162	70,631	73,096	75,564	78,032	80,498
7	62,933	65,506	68,083	70,663	73,235	75,810	78,388	80,963	83,539
8	65,104	67,783	70,473	73,155	75,838	78,525	81,206	83,891	86,580
9	67,272	70,064	72,861	75,652	78,446	81,240	84,029	86,822	89,619
10	69,441	72,348	75,249	78,147	81,050	83,949	86,852	89,754	92,653
11	71,613	74,627	77,632	80,646	83,661	86,665	89,674	92,683	95,695
12	73,782	76,905	80,020	83,139	86,264	89,381	92,499	95,615	98,731
13	75,951	79,181	82,411	85,638	88,858	92,091	95,321	98,549	101,773
14	78,124	81,460	84,797	88,132	91,468	94,808	98,139	101,479	104,815
15	80,293	83,740	87,185	90,627	94,071	97,517	100,965	104,407	107,854
16	80,422	83,878	89,576	93,123	96,678	100,230	103,788	107,339	110,892
17	80,422	83,878	91,960	95,620	99,283	102,947	106,611	110,272	113,930
18	80,422	83,878	93,763	97,497	101,233	104,969	108,706	112,443	116,173
19			95,602	99,410	103,221	107,032	110,844	114,653	118,459
20			97,477	101,361	105,250	109,136	113,024	116,911	120,792
21			99,391	103,352	107,318	111,282	115,248	119,213	123,171
22			101,341	105,383	109,428	113,471	117,517	121,561	125,599
23			103,333	107,454	111,579	115,705	119,831	123,955	128,074
24			105,362	109,566	113,776	117,982	122,191	126,397	130,600
25			107,434	111,720	116,013	120,305	124,597	128,889	133,175

**Appendix B - Coaching Positions**

0%      0%      0.80%      0.90%

Sport	2012-13	2013-14	2014-15	2015-16
	Salary	Salary	Salary	Salary
<b>Cross Country</b>				
Varsity - Boys	4,964	4,964	5,004	5,049
Varsity - Girls	4,964	4,964	5,004	5,049
Middle School	3,942	3,942	3,974	4,009
<b>Soccer</b>				
Varsity - Boys	5,818	5,818	5,865	5,917
Varsity - Girls	5,818	5,818	5,865	5,917
Junior Varsity - Boys	4,706	4,706	4,744	4,786
Junior Varsity - Girls	4,706	4,706	4,744	4,786
Middle School - Boys	3,947	3,947	3,979	4,014
Middle School - Girls	3,947	3,947	3,979	4,014
<b>Field Hockey</b>				
Varsity	5,818	5,818	5,865	5,917
Junior Varsity	4,706	4,706	4,744	4,786
Middle School	3,947	3,947	3,979	4,014
<b>Football</b>				
Varsity - Head	7,391	7,391	7,450	7,517
Varsity - Assistant	5,183	5,183	5,224	5,271
Varsity - Assistant	5,183	5,183	5,224	5,271
Varsity & JV (Floater)	4,839	4,839	4,878	4,922
Junior Varsity	4,839	4,839	4,878	4,922
Junior Varsity	4,839	4,839	4,878	4,922
JV and Middle School	3,987	3,987	4,019	4,055
Middle School	3,987	3,987	4,019	4,055
Middle School Asst	3,987	3,987	4,019	4,055
<b>Tennis</b>				
Varsity - Boys	5,286	5,286	5,328	5,376
Varsity - Girls	4,994	4,994	5,034	5,079
Middle School - Boys	3,985	3,985	4,017	4,053
Middle School - Girls	3,929	3,929	3,960	3,996
<b>Basketball</b>				
Varsity - Boys	6,879	6,879	6,934	6,996
Varsity - Girls	6,879	6,879	6,934	6,996
Junior Varsity - Boys	5,281	5,281	5,323	5,371
Junior Varsity - Girls	5,281	5,281	5,323	5,371
Middle School - Boys (1)	3,985	3,985	4,017	4,053
Middle School - Boys (2)	3,985	3,985	4,017	4,053
Middle School - Girls (1)	3,985	3,985	4,017	4,053
Middle School - Girls (2)	3,985	3,985	4,017	4,053
<b>Wrestling</b>				
Varsity	6,879	6,879	6,934	6,996
Junior Varsity	5,281	5,281	5,323	5,371
Middle School	3,985	3,985	4,017	4,053
Middle School Asst	2,646	2,646	2,667	2,691



**Appendix B - Coaching Positions**

0%      0%      0.80%      0.90%

Sport	2012-13	2013-14	2014-15	2015-16
	Salary	Salary	Salary	Salary
<b>Badminton - Co-Ed</b>	5,710	5,710	5,756	5,807
<b>Winter Track</b>				
Varsity - Boys	4,579	4,579	4,616	4,657
Varsity -Girls	4,579	4,579	4,616	4,657
<b>Spring Track</b>				
Varsity - Boys	5,984	5,984	6,032	6,086
Varsity -Girls	5,984	5,984	6,032	6,086
Varsity Asst - Boys	5,115	5,115	5,156	5,202
Varsity Asst - Girls	5,115	5,115	5,156	5,202
Middle School - Asst	2,646	2,646	2,667	2,691
Middle School - Boys	3,985	3,985	4,017	4,053
Middle School - Girls	3,985	3,985	4,017	4,053
<b>Baseball</b>				
Varsity	6,689	6,689	6,743	6,803
Junior Varsity	5,148	5,148	5,189	5,236
Middle School	3,985	3,985	4,017	4,053
<b>Softball</b>				
Varsity	6,689	6,689	6,743	6,803
Junior Varsity	5,148	5,148	5,189	5,236
Middle School	3,985	3,985	4,017	4,053
<b>Volleyball</b>				
Varsity	6,536	6,536	6,588	6,648
Junior Varsity	5,093	5,093	5,134	5,180
Middle School (1)	3,985	3,985	4,017	4,053
Middle School (2)	3,985	3,985	4,017	4,053
<b>Golf - Boys</b>	5,597	5,597	5,642	5,693
<b>Club Cheerleading</b>	3,754	3,754	3,784	3,818
<b>Lacrosse</b>				
Varsity - Girls	6,689	6,689	6,743	6,803
Varsity - Boys	6,689	6,689	6,743	6,803
Varsity Asst - Boys	5,357	5,357	5,400	5,448
Junior Varsity - Boys	5,148	5,148	5,189	5,236
Junior Varsity Asst - Boys	4,358	4,358	4,393	4,432
Junior Varsity - Girls	5,148	5,148	5,189	5,236
Middle School - Boys	3,985	3,985	4,017	4,053
Middle School - Girls	3,985	3,985	4,017	4,053

**Appendix C - Club Positions**

0%

0%

0.80%

0.90%

Club / Activity	2012-13	2013-14	2014-15	2015-16
	Salary	Salary	Salary	Salary
<b>High School Clubs</b>				
Advisor - Grade 9	1,278	1,278	1,289	1,300
Advisor - Grade 10	1,437	1,437	1,449	1,462
Advisor - Grade 11	1,995	1,995	2,011	2,029
Advisor - Grade 12	2,795	2,795	2,818	2,843
Audio/Visual	1,801	1,801	1,816	1,832
Business Advisory	1,291	1,291	1,302	1,313
Drama - Director	5,701	5,701	5,747	5,799
Drama - Asst Director	1,220	1,220	1,230	1,241
Drama - Band	2,001	2,001	2,017	2,035
Drama - Stage Manager	465	465	469	473
Drama - Vocal	1,818	1,818	1,833	1,849
FBLA	1,971	1,971	1,987	2,005
Foreign Lang. Nat'l Honor	1,223	1,223	1,233	1,244
Junior Statesman	880	880	887	895
Literary Magazine	3,134	3,134	3,159	3,188
Mathletes	1,554	1,554	1,566	1,581
Media Club	2,110	2,110	2,127	2,146
Mock Trial	2,408	2,408	2,427	2,449
National Honor Society	1,261	1,261	1,271	1,283
Newspaper	879	879	886	894
Newspaper - Layout	879	879	886	894
Robotics	6,879	6,879	6,934	6,996
SADD	910	910	917	926
School Store	1,731	1,731	1,745	1,761
Service Club - Interact	781	781	787	794
Student Government	3,136	3,136	3,161	3,190
Varsity Club	1,131	1,131	1,140	1,150
Yearbook	6,879	6,879	6,934	6,996

**Appendix C - Club Positions**

0%

0%

0.80%

0.90%

Club / Activity	2012-13	2013-14	2014-15	2015-16
	Salary	Salary	Salary	Salary
<b>Middle School Clubs</b>				
Badminton	1,507	1,507	1,519	1,533
Drama / Theatre	2,563	2,563	2,584	2,607
Lego League	1,223	1,223	1,233	1,244
Lego League	1,223	1,223	1,233	1,244
Mathletes - Grade 7	1,223	1,223	1,233	1,244
Mathletes - Grade 8	1,223	1,223	1,233	1,244
Media (WNCR)	2,986	2,986	3,010	3,037
Music - Competition Band	983	983	991	1,000
Music - Jazz Chorus	1,001	1,001	1,009	1,018
Music - Jazz Ensemble	2,456	2,456	2,476	2,498
Music - String Ensemble	875	875	882	890
National Honor Society	2,463	2,463	2,483	2,505
Robotics	6,879	6,879	6,934	6,996
Student Government	2,285	2,285	2,303	2,324
Washington Trip	1,214	1,214	1,224	1,235
Yearbook	3,995	3,995	4,027	4,063

**Appendix D - Moderators, Intramurals, Home Tutors, and Athletics Positions**

0%            0%            0.80%            0.90%

	2012-13	2013-14	2014-15	2015-16
	Salary	Salary	Salary	Salary
<b>Club Rates - Hourly</b>	44.56	44.56	44.92	45.32
<b>Home Tutors - Hourly</b>	48.06	48.06	48.44	48.88
<b>Operation Success, Academic Probation - Hourly</b>	48.06	48.06	48.44	48.88
<b>Academic Center - Hourly</b>	48.06	48.06	48.44	48.88
<b>Detention</b>	48.06	48.06	48.44	48.88
<b>Saturday Detention</b>	51.84	51.84	52.25	52.73
<b>Chaperoning Events</b>				
Chaperone - Up to 2 1/2 Hours	70.27	70.27	70.83	71.47
Chaperone - 2 1/2 to 4 Hours	87.82	87.82	88.52	89.32
Chaperone - 4 + Hours	19.16	19.16	19.31	19.49
<b>Athletics</b>				
Practices - Post Season	39.13	39.13	39.44	39.80
Meets/Games - Post Season	78.28	78.28	78.91	79.62
Timer and Scorer - Up to 2 1/2 hours	105.36	105.36	106.20	107.16
Timer and Scorer - 2 1/2 to 4 hours	131.70	131.70	132.75	133.95
Timer and Scorer - 4 + hours	32.93	32.93	33.19	33.49

**Appendix E - Special Ed Support**

0%            0%            0.80%            0.90%

	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>
Miller Place High School Special Education Coordinator	5,675	5,675	5,720	5,772
Special Education Support Teacher for Section 504 and College Testing	2,982	2,982	3,006	3,033
North Country Road Special Education Coordinator	2,982	2,982	3,006	3,033
District Adapted Physical Education Support Staff	2,982	2,982	3,006	3,033





**MILLER PLACE UNION FREE  
SCHOOL DISTRICT**  
*Historical Excellence in Education*

## Teacher Observation

**Date of Observation:**

**Grade/Subjects:**

**Length of Observation:**

**Teacher: Domain 1: Planning and Preparation**

Criteria	Ineffective	Developing	Effective	Highly Effective
<b>1a Demonstrating Knowledge of Content and Pedagogy</b>	The teacher's plans and practice display little knowledge of the content, prerequisite relationships between different aspects of the content, or the instructional practices specific to that discipline.	The teacher's plans and practice reflect some awareness of the important concepts in the discipline, prerequisite relationships between them, and the instructional practices specific to that discipline.	The teacher's plans and practice reflect solid knowledge of the content, prerequisite relationships between important concepts, and the instructional practices specific to that discipline.	The teacher's plans and practice reflect extensive knowledge of the content and the structure of the discipline. The teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
<b>1b Demonstrating Knowledge of Students</b>	The teacher demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	The teacher indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students
<b>1c Setting Instructional Outcomes</b>	Instructional outcomes are unsuitable for students, represent trivial or low-level learning, or are stated only as activities. They do not permit viable methods of assessment.	Instructional outcomes are of moderate rigor and are suitable for some students, but consist of a combination of activities and goals, some of which permit viable methods of assessment. They reflect more than one type of learning, but the teacher makes no attempt at coordination or integration.	Instructional outcomes are stated as goals reflecting high-level learning and curriculum standards. They are suitable for most students in the class, represent different types of learning, and can be assessed. The outcomes reflect opportunities for coordination.	Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards. They represent different types of content, offer opportunities for both coordination and integration, and take account of the needs of individual students.

Enter Notes

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<b>1d Demonstrating Knowledge of Resources</b>	The teacher demonstrates little or no familiarity with resources to enhance own knowledge, to use in teaching, or for students who need them. The teacher does not seek such knowledge.	The teacher demonstrates some familiarity with resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them. The teacher does not seek to extend such knowledge.	The teacher is fully aware of the resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them.	The teacher seeks out resources in and beyond the school or district in professional organizations, on the Internet, and in the community to enhance own knowledge, to use in teaching, and for students who need them.
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[Enter Notes](#)

<b>1e Designing Coherent Instruction</b>	The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The experiences are suitable for only some students.	The series of learning experiences demonstrates partial alignment with instructional outcomes, and some of the experiences are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.	The teacher coordinates knowledge of content, of students, and of resources to design a series of learning experiences aligned to instructional outcomes and suitable for groups of students. The lesson or unit has a clear structure and is likely to engage students in significant learning.	The teacher coordinates knowledge of content, of students, and of resources to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable for all students, and likely to engage them in significant learning. The lesson or unit structure is clear and allows for different pathways according to student needs.
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[Enter Notes](#)

<b>1f Designing Student Assessments</b>	The teacher's plan for assessing student learning contains no clear criteria or standards, is poorly aligned with the instructional outcomes, or is inappropriate for many students. The results of assessment have minimal impact on the design of future instruction.	The teacher's plan for student assessment is partially aligned with the instructional outcomes, without clear criteria, and inappropriate for at least some students. The teacher intends to use assessment results to plan for future instruction for the class as a whole.	The teacher's plan for student assessment is aligned with the instructional outcomes, uses clear criteria, and is appropriate to the needs of students. The teacher intends to use assessment results to plan for future instruction for groups of students.	The teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards that show evidence of student contributions to their development. Assessment methodologies may have been adapted for individuals, and the teacher intends to use assessment results to plan future instruction for individual students.
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[Enter Notes](#)

**Rubric Score: 0/0**

**Domain 2: The Classroom Environment**

Criteria	Ineffective	Developing	Effective	Highly Effective
<b>2a Creating an Environment of Respect and Rapport</b>	Classroom interactions, both between the teacher and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds and are characterized by sarcasm, put-downs, or conflict.	Classroom interactions, both between the teacher and students and among students, are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.	Classroom interactions between the teacher and students and among students are polite and respectful, reflecting general warmth and caring, and are appropriate to the cultural and developmental differences among groups of students.	Classroom interactions between the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among members of the class.

[Enter Notes](#)

<b>2b Establishing a Culture for Learning</b>	The classroom environment conveys a negative culture for learning, characterized by low teacher commitment to the subject, low expectations for student achievement, and little or no student pride in work.	The teacher's attempt to create a culture for learning is partially successful, with little teacher commitment to the subject, modest expectations for student achievement, and little student pride in work. Both teacher and students appear to be only "going through the motions."	The classroom culture is characterized by high expectations for most students and genuine commitment to the subject by both teacher and students, with students demonstrating pride in their work.	High levels of student energy and teacher passion for the subject create a culture for learning in which everyone shares a belief in the importance of the subject and all students hold themselves to high standards of performance—for example, by initiating improvements to their work.
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<u>Enter Notes</u>				
<b>2c Managing Classroom Procedures</b>	Much instructional time is lost because of inefficient classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties.	Some instructional time is lost because classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties are only partially effective.	Little instructional time is lost because of classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties, which occur smoothly.	Students contribute to the seamless operation of classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties.
<u>Enter Notes</u>				
<b>2d Managing Student Behavior</b>	There is no evidence that standards of conduct have been established and little or no teacher monitoring of student behavior. Response to student misbehavior is repressive or disrespectful of student dignity.	It appears that the teacher has made an effort to establish standards of conduct for students. The teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.	Standards of conduct appear to be clear to students, and the teacher monitors student behavior against those standards. The teacher's response to student misbehavior is appropriate and respects the students' dignity.	Standards of conduct are clear, with evidence of student participation in setting them. The teacher's monitoring of student behavior is subtle and preventive, and the teacher's response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.
<u>Enter Notes</u>				
<b>2e Organizing Physical Space</b>	The physical environment is unsafe, or some students don't have access to learning. Alignment between the physical arrangement and the lesson activities is poor.	The classroom is safe, and essential learning is accessible to most students; the teacher's use of physical resources, including computer technology, is moderately effective. The teacher may attempt to modify the physical arrangement to suit learning activities, with partial success.	The classroom is safe, and learning is accessible to all students; the teacher ensures that the physical arrangement is appropriate to the learning activities. The teacher makes effective use of physical resources, including computer technology.	The classroom is safe, and the physical environment ensures the learning of all students, including those with special needs. Students contribute to the use or adaptation of the physical environment to advance learning. Technology is used skillfully, as appropriate to the lesson..
<u>Enter Notes</u>				
<b>Rubric Score: 0/0</b>				
<b>Domain 3: Instruction</b>				
<b>Criteria</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Effective</b>	<b>Highly Effective</b>
<b>3a Communicating with Students</b>	Expectations for learning, directions and procedures, and explanations of content are unclear or confusing to students. The teacher's use of language contains errors or is inappropriate for students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clarified after initial confusion; the teacher's use of language is correct but may not be completely appropriate for students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. Communications are appropriate for students' cultures and levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. The teacher's oral and written communication is clear and expressive, appropriate for students' cultures and levels of development, and anticipates possible student misconceptions.
<u>Enter Notes</u>				
<b>3b Using Questioning and Discussion Techniques</b>	The teacher's questions are low-level or inappropriate, eliciting limited student participation and recitation rather than discussion.	Some of the teacher's questions elicit a thoughtful response, but most are low-level, posed in rapid succession. The teacher's attempts to engage all students in the discussion are only partially successful.	Most of the teacher's questions elicit a thoughtful response, and the teacher allows sufficient time for students to answer. All students participate in the discussion, with the teacher stepping aside when appropriate.	Questions reflect high expectations and are culturally and developmentally appropriate. Students formulate many of the high-level questions and ensure that all voices are heard.
<u>Enter Notes</u>				

<b>3c Engaging Students in Learning</b>	Activities and assignments, materials, and groupings of students are inappropriate for the instructional outcomes or students' cultures or levels of understanding, resulting in little intellectual engagement. The lesson has no structure or is poorly paced.	Activities and assignments, materials, and groupings of students are partially appropriate for the instructional outcomes or students' cultures or levels of understanding, resulting in moderate intellectual engagement. The lesson has a recognizable structure, but that structure is not fully maintained.	Activities and assignments, materials, and groupings of students are fully appropriate for the instructional outcomes and students' cultures and levels of understanding. All students are engaged in work of a high level of rigor. The lesson's structure is coherent, with appropriate pace.	Students, throughout the lesson, are highly intellectually engaged in significant learning and make material contributions to the activities, student groupings, and materials. The lesson is adapted as necessary to the needs of individuals, and the structure and pacing allow for student reflection and closure.
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[Enter Notes](#)

<b>3d Using Assessment in Instruction</b>	Assessment is not used in instruction, either through <i>monitoring of progress</i> by the teacher or students, or through feedback to students. Students are unaware of the assessment criteria used to evaluate their work.	Assessment is occasionally used in instruction, through <i>some monitoring of progress</i> of learning by the teacher and/or students. Feedback to students is uneven, and students are aware of only some of the assessment criteria used to evaluate their work.	Assessment is regularly used in instruction, through <i>self-assessment</i> by students, monitoring of progress of learning by the teacher and/or students, and high-quality feedback to students. Students are fully aware of the assessment criteria used to evaluate their work.	Assessment is used in a sophisticated manner in instruction, through student involvement in establishing the assessment criteria, self-assessment by students, monitoring of progress by both students and teachers, and high-quality feedback to students from a variety of sources.
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[Enter Notes](#)

<b>3e Demonstrating Flexibility and Responsiveness</b>	The teacher adheres to the instruction plan, even when a change would improve the lesson or address students' lack of interest. The teacher <i>brushes aside student</i> questions; when students experience difficulty, the teacher blames the students or their home environment.	The teacher attempts to modify the lesson when needed and to respond to student questions, with moderate success. The teacher <i>accepts</i> responsibility for student success, but has only a limited repertoire of strategies to draw upon.	The teacher promotes the successful learning of all students, making adjustments as needed to instruction plans and <i>accommodating student</i> questions, needs, and interests.	The teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests. The teacher ensures the success of all students, using an extensive repertoire of instructional strategies.
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[Enter Notes](#)

**Rubric Score: 0/0**

**Domain 4: Professional Responsibilities**

Criteria	Ineffective	Developing	Effective	Highly Effective
<b>4a Reflecting on Teaching</b>	The teacher does not accurately assess the effectiveness of the lesson <i>and has no ideas about how</i> the lesson could be improved.	The teacher provides a partially accurate and objective description of the lesson but does not cite specific evidence. The teacher makes only general suggestions as to how the lesson might be improved.	The teacher provides an accurate and objective description of the lesson, citing specific evidence. The teacher makes some specific suggestions as to how the lesson might be improved.	The teacher's reflection on the lesson is thoughtful and accurate, citing specific evidence. The teacher draws on an extensive repertoire to suggest alternative strategies and predicts the likely success of each.

[Enter Notes](#)

<b>4b Maintaining Accurate Records</b>	The teacher's systems for maintaining both instructional and noninstructional records are either nonexistent or in disarray, resulting in errors and confusion..	The teacher's systems for maintaining both instructional and noninstructional records are rudimentary and only partially effective.	The teacher's systems for maintaining both instructional and noninstructional records are accurate, efficient, and effective.	The teacher's systems for maintaining both instructional and noninstructional records are accurate, efficient, and effective, and students contribute to its maintenance.
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[Enter Notes](#)

<b>4c Communicating with Families</b>	<p>The teacher's communication with families about the instructional program or about individual students is sporadic or culturally inappropriate. The teacher makes no attempt to engage families in the instructional program.</p>	<p>The teacher adheres to school procedures for communicating with families and makes modest attempts to engage families in the instructional program. But communications are not always appropriate to the cultures of those families.</p>	<p>The teacher communicates frequently with families and successfully engages them in the instructional program. Information to families about individual students is conveyed in a culturally appropriate manner.</p>	<p>The teacher's communication with families is frequent and sensitive to cultural traditions; students participate in the communication. The teacher successfully engages families in the instructional program, as appropriate.</p>
<a href="#">Enter Notes</a>				
<b>4d Participating in a Professional Community</b>	<p>The teacher avoids participating in a professional community or in school and district events and projects; relationships with colleagues are negative or self-serving.</p>	<p>The teacher becomes involved in the professional community and in school and district events and projects when specifically asked; relationships with colleagues are cordial.</p>	<p>The teacher participates actively in the professional community and in school and district events and projects, and maintains positive and productive relationships with colleagues.</p>	<p>The teacher makes a substantial contribution to the professional community and to school and district events and projects, and assumes a leadership role among the faculty.</p>
<a href="#">Enter Notes</a>				
<b>4e Growing and Developing Professionally</b>	<p>The teacher does not participate in professional development activities and makes no effort to share knowledge with colleagues. The teacher is resistant to feedback from supervisors or colleagues.</p>	<p>The teacher participates in professional development activities that are convenient or are required, and makes limited contributions to the profession. The teacher accepts, with some reluctance, feedback from supervisors and colleagues.</p>	<p>The teacher seeks out opportunities for professional development based on an individual assessment of need and actively shares expertise with others. The teacher welcomes feedback from supervisors and colleagues.</p>	<p>The teacher actively pursues professional development opportunities and initiates activities to contribute to the profession. In addition, the teacher seeks feedback from supervisors and colleagues.</p>
<a href="#">Enter Notes</a>				
<b>4f Showing Professionalism</b>	<p>The teacher has little sense of ethics and professionalism and contributes to practices that are self-serving or harmful to students. The teacher fails to comply with school and district regulations and time lines.</p>	<p>The teacher is honest and well intentioned in serving students and contributing to decisions in the school, but the teacher's attempts to serve students are limited. The teacher complies <i>minimally with school and district regulations</i>, doing just enough to get by.</p>	<p>The teacher displays a high level of ethics and professionalism in dealings with both students and colleagues and complies fully and voluntarily with school and district regulations.</p>	<p>The teacher is proactive and assumes a leadership role in making sure that school practices and procedures ensure that all students, particularly those traditionally underserved, are honored in the school. The teacher displays the highest standards of ethical conduct and takes a leadership role in seeing that colleagues comply with school and district regulations.</p>
<a href="#">Enter Notes</a>				
<b>Rubric Score: 0/0</b>				

**Additional Comments:**

Date: \_\_\_\_\_

**Date of Post Observation:**

**Post Observation Comments:**

**Observer's Signature:**

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**Teacher's Signature:**

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**Date:**

The signature of the employee on said report shall not imply agreement or disagreement.

Copy 1 (white) - Personnel File

Copy 2 (yellow) -Teacher

Copy 3 (pink) - Building Principal

MILLER PLACE UNION FREE SCHOOL DISTRICT  
 275 Rt. 25A – Unit 43  
 Miller Place, NY 11764

PHYSICAL EXAMINATION FOR EMPLOYEES

To be completed by examining physical and bottom portion to be return to school nurse.

Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_

Any current prescription medications? \_\_\_\_\_

Prior hospitalization or surgery? \_\_\_\_\_

Any current active medical problems? \_\_\_\_\_

Any food, environmental, drug allergies? \_\_\_\_\_

BP \_\_\_\_\_

Ears \_\_\_\_\_ Eyes \_\_\_\_\_ Nose \_\_\_\_\_ Throat \_\_\_\_\_

Heart \_\_\_\_\_ Lungs \_\_\_\_\_ Abdomen \_\_\_\_\_ Hernia \_\_\_\_\_

Extremities \_\_\_\_\_ Nervous System \_\_\_\_\_ Urinalysis \_\_\_\_\_

✓ indicates normal

× indicates abnormal/elaborate

TB Test \_\_\_\_\_ date \_\_\_\_\_ site \_\_\_\_\_

Date read \_\_\_\_\_ result \_\_\_\_\_

Follow up with private physician advised \_\_\_\_\_

I have examined \_\_\_\_\_ and completed the prescribed physical examination for the Miller Place School District. I certify the person listed above is able to perform his/her duties. The following recommendations/restrictions may apply:

Signature of Doctor \_\_\_\_\_

Date \_\_\_\_\_



<b>10 Cont'd</b>		<b>ENTER REQUEST(S) BELOW</b>				
H. <input type="checkbox"/> Change Retiree Payment status		Change to: <input type="checkbox"/> pension deduction (Rate ____/____)			<input type="checkbox"/> direct payment to agency (APAY)	
I. <input type="checkbox"/> Correct Social Security Number		Incorrect SSN: _____				
<b>11 PREVIOUS COVERAGE INFORMATION</b>						
If you were previously covered under NYSHIP or another health insurance plan (attach proof, i.e. insurance bill or letter stating former coverage), please complete this section.	Previous ID Number:		Date Coverage Terminated:			
	Enrollee's Name Under Which Previously Covered		Last	First	Middle Initial	
<b>12 LEAVE WITHOUT PAY AND RETIREMENT STATUS</b>						
<b>LEAVE WITHOUT PAY</b>	<input type="checkbox"/>	I wish to continue coverage while I am on authorized leave. I understand that I will be billed for this coverage.				
	<input type="checkbox"/>	I do not wish to continue coverage while I am on authorized leave. I wish to resume my coverage upon return to the payroll.				
<b>RETIREMENT/ VESTEE STATUS</b>	<input type="checkbox"/>	I understand the requirements for continuing medical insurance coverage as a retiree and wish to continue my coverage.				
	<input type="checkbox"/>	I understand the requirements for continuing medical insurance coverage as a vestee and wish to continue my coverage.				
<b>13 REQUEST FOR EMPIRE PLAN CARD</b>						
<input type="checkbox"/> DUPLICATE CARD (Previously issued card remains valid.)		FOR			<input type="checkbox"/> ENROLLEE	
<input type="checkbox"/> REPLACEMENT CARD (Previously issued card(s), lost or stolen, become invalid.)					<input type="checkbox"/> ENROLLEE AND ALL DEPENDENTS	
					<input type="checkbox"/> INDIVIDUAL DEPENDENT	
					Name _____	
<b>Personal Privacy Protection Law Notification</b>						
This information you provide on this application is being requested pursuant to Section 163 of the New York State Civil Service Law for the purpose of enabling the NYS Department of Civil Service to process your request concerning health insurance coverage. This information will be used in accordance with Section 96 (1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f). Failure to provide the information requested may interfere with our ability to comply with your request. This information will be maintained by your Personnel Office and by the Employee Benefits Division, NYS Department of Civil Service, The State Campus, Albany, NY 12239. For further information relating <i>only</i> to the Personal Protection Law, call (518) 457-9375. For information related to the Health Insurance Program, <b>contact your Agency Health Benefits Administrator</b> . If, after calling your Agency Health Benefits Administrator, you need more information, please call (518) 457-5754 or 1-800-833-4344 between the hours of 9:00 a.m. and 3:00 p.m.						
<b>AUTHORIZATION</b>						
I understand that if I voluntarily decline or cancel my coverage, I may subject myself and/or my dependents to waiting periods if I decide to enroll at a later date, and I may be forfeiting the right to such coverage after leaving agency service (vest, retirement, etc.). <b>I certify that the information I have supplied is true and correct.</b> I understand that my failure to provide required proof(s) within 30 days may delay the availability of benefits for me or any dependent for whom I fail to provide such proof. Any person who makes a misstatement of fact or conceals any pertinent information, commits a crime which is subject to a \$5,000 penalty <i>and</i> the stated value of the claim for <i>each</i> violation. I hereby <b>authorize deduction from my salary or retirement allowance</b> of the amount required, if any, for insurance indicated above. This authorization shall be in effect until I revoke it in writing.						
Employee's Signature (Required) _____				Signature Date (Required) _____		
<b>AGENCY/EBD USE ONLY</b>						
Action/Reason	Date of Event	Hire Date	First Eligibility Date	Agency Code	Date Eligibility Lost	Retirement System
Retirement Tier	Registration #	Pension Deductions		Date Entered on NYBEAS	Effective Date	
		Yes _____ No _____				
HBA Signature: _____					Date: _____	