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TA / 4944

AGREEMENT

Between the

EAST ROCKAWAY TEACHERS ASSOCIATION

and the

BOARD OF EDUCATION
EAST ROCKAWAY UNION FREE SCHOOL DISTRICT

EFFECTIVE JULY 1, 2011 - JUNE 30, 2014

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PREAMBLE

The Board of Education of the East Rockaway Union Free School District, Town of Hempstead (hereinafter called the Board), the Superintendent of Schools, and the East Rockaway Teachers Association (hereinafter called the Association) recognize that the highest quality of education consistent with community, state, and national resources is a common responsibility. Relationships must therefore be established which are based on this goal and on the concept of education as a public trust.

All parties concerned recognize that teaching is a profession. The Board herewith acknowledges and declares its cooperative intention with respect to the teachers' just aspiration for self-fulfillment and advancement in their profession, as well as their right to productive and pleasant working conditions and remuneration commensurate with the importance of the educational task they perform.

The Board and the Association recognize that the Superintendent of Schools is the Board's executive officer, the professional advisor to the Board, the chief administrator of the schools, the administrative leader of the professional staff, and a focal point of responsibility within the school system.

Both parties concerned recognize that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board and the Association to negotiate in good faith matters of mutual concern and to seek a mutually satisfactory agreement on these matters. To this end, free and open exchange of views is desirable and necessary, with duly authorized representatives of both parties participating in deliberations. Therefore, the Board and the Association hereby adopt the following procedures.

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive negotiating agent for all full-time and part-time personnel certified by the State Education Department except Superintendent of Schools; Director of Finance and Operations; Director of Pupil Personnel Services; Director of Curriculum and Technology; Director of Physical Education, Health and Athletics; Principals, and Assistant Principals; and other administrative personnel.

ARTICLE II - NEGOTIATIONS PROCEDURES

Negotiations between the Board and the Association shall be conducted in accordance with the following procedures and shall be carried out in good faith in order to reach mutual understanding and agreements.

A. It is agreed that negotiations shall be concerned with the following matters:

1. Compensation - regular salaries, supplemental salaries, coaching pay, extra-curricular pay, and summer school pay.
2. Benefits - health, dental, vision and life insurance.
3. Leave Policies - annual sick leave, accumulated sick leave, sabbatical leave, personal leave, terminal leave.
4. Conditions of Employment - school calendar, school day, non-teaching duties, teacher facilities, professional improvement of teachers, promotion and transfer of teachers, class size, and teaching load.
5. Grievance procedures.
6. Teacher protection.
7. Instructional program - curriculum, textbooks, report cards.

B. It is also agreed that in developing or reviewing other policies and practices which affect the educational program of the schools, discussion may be instituted by either party between the Superintendent of Schools and the Association.

C. No later than the end of the first full week of school in January, unless postponed by mutual consent, the Board and the Association will enter into negotiations for an agreement concerning the following school year. At this initial meeting, the Association will present all matters upon which it wishes to negotiate as prescribed above. After the initial meeting, subsequent meetings will be mutually arranged in order to bring the negotiations to a successful conclusion. ~~Either party may caucus as necessary during any of these meetings.~~

D. If an agreement is not reached, either party may request mediation. The parties may agree upon a mutually acceptable mediator, and if he/she agrees to serve, the costs of such mediation will be shared equally by the parties. If the parties are unable to agree upon such a mediator, either party may request the State Public Employment Relations Board to provide a mediator. If the parties agree to use a private mediator and if no agreement is reached, either

party after notifying the other party, may request the assistance of the State Public Employment Relations Board.

E. Neither party in any negotiations shall have control over the selection of the negotiators and consultants of the other party, and each party may select its own negotiators and consultants from within or outside the personnel of the schools. During negotiations, the parties shall present data, exchange points of view, make proposals, and counterproposals. If either party invites an outsider to attend a negotiating meeting, an advance notice of one week shall be given to the other party unless otherwise determined by mutual consent. At any negotiating session the total number of negotiators and consultants present for either party shall not exceed eight unless determined otherwise by mutual consent.

F. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter-proposals, and reach compromises in the course of negotiations. No proposal will be presented to the Association for ratification without a prior guarantee from the Board of Education that they have approved the proposal subject to the approval of the Association.

G. In the event that interpretation of any matter covered by this agreement is required or if the need shall arise to revise any matter covered by this agreement either by addition or deletion thereto, the Board will notify the Association in writing that such action is under consideration. The Association shall have the right to negotiate the proposed interpretation or revision provided it files such an intention within 5 school days after receipt of said notice. Should such a request be made, a negotiating meeting shall be scheduled to meet within 10 school days thereof. When a satisfactory interpretation or revision is mutually agreed upon, it shall become a part of this agreement. In the event that a new position is created at a time when negotiations are not taking place, representatives of the Association will meet with the Superintendent of Schools and/or representatives of the Board to agree on compensating for this new position. When the job requirements of a previously existing position are changed substantially, the same procedure outlined in the sentence above shall apply.

H. It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

I. It is agreed that all terms and conditions contained in the collective bargaining agreement for the period July 1, 2008 - June 30, 2011 shall remain unchanged except as modified herein.

J. The parties acknowledge that the terms of this agreement are subject to approval by the Board of Education and the ratification of the members of the Association.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2. Definitions

2.1 A Grievance is a claim by any teacher or group of teachers in the negotiating unit, of any claimed violation, misinterpretations, misapplication or inequitable application of any provision, and terms of this agreement.

2.2 The term Supervisor shall mean any department chairperson, assistant principal, principal or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief officer.

2.3 The Chief Officer is the Superintendent of Schools.

2.4 Association shall mean East Rockaway Teachers Association.

2.5 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

2.6 Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

2.7 Grievance Committee is the Professional Rights and Responsibilities Committee created and constituted by the East Rockaway Teachers Association.

2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions on grievances hereunder.

Section 3. Procedures

3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party or parties responsible for causing the said events or conditions, if known to

the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 Except for informal decisions at Stage 1 as described below, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons thereof. Each decision shall be promptly transmitted to the aggrieved party and the party in interest.

3.3 If a grievance affects a teacher or a group of teachers or appears to be associated with systemwide policies, it may be submitted by the Association directly at Stage 2 described below or continued by the Association at Stage 3.

3.4 The preparation and processing of grievances, in so far as practicable, shall be conducted during the hours of employment. All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

3.5 The Board and the Association agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

3.6 Except as otherwise provided in Section 5.1A and 5.1B an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

~~3.7 No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration or of the Association against the aggrieved party, and party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.~~

3.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The chief officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

3.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The Association shall receive copies of all grievance documents, communications, and records beginning at Stage 2 of the grievance procedure.

3.10 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the

Association, provided the adjustment is not inconsistent with the terms of this agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

3.11 If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to the contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

3.12 The Chief Officer shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, summaries of testimony and proceedings, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. Such summaries will be made available to the aggrieved party and to the Grievance Committee within two working days after the conclusion of hearings at Stages 2, 3 and 4 so that either may advise the appropriate hearing officer of any errors in said summary. Any such claim of error in the summary shall become a part of the official grievance record and the hearing officer shall indicate the determination made respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board, but shall not be deemed a public record.

3.13 The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

Section 4. Time Limits

4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

4.2 Written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall

permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section 5. Stages of Grievance

5.1 STAGE 1: Supervisor

a) A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representatives present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

b) If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved party and presented to his/her principal. Within five (5) school days after the written grievance is presented to him, the principal shall render a decision thereon, in writing, and present it to the teacher, his/her representatives, and the Association.

5.2 STAGE 2: Chief Officer

a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall within five (5) school days, present the grievance to the grievance committee for its consideration.

b) If the grievance committee determines that the teacher has a legitimate grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Officer within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

c) Within seven (7) school days after receipt of the appeal, the chief officer or his/her duly authorized representative, shall hold a hearing with the teacher and the parties in interest.

d) The chief officer shall render a decision in writing to the teacher and the party in interest, within seven (7) school days after the conclusion of the hearing.

5.3 STAGE 3: Arbitration

a) If the aggrieved party and/or the Grievance Committee are not satisfied with the decision at Stage 2, the Association and/or the aggrieved party may within fifteen (15) school days of the decision at Stage 2, request review by one of the following persons:

1. Howard Edelman
2. Arthur Riegel
3. Bonnie Weinstock

b) Within twenty (20) school days of his or her appointment, the Arbitrator shall conduct a hearing at which all parties concerned shall be present. All records relative to the grievance shall be made available to the Arbitrator.

c) Within ten (10) school days following the close of the hearing, the Arbitrator shall render a report containing a statement of his or her findings, conclusions, and recommendations to the Board. Copies of such reports shall be made available to all parties concerned.

d) If the request for Arbitration is submitted by the Association and the aggrieved party, the costs for the services of the Arbitrator (if any) shall be shared equally by the Board and the Association. If the request for an Arbitration is submitted by the aggrieved party alone, the costs (if any) shall be shared equally by the Board and the aggrieved party.

5.4 STAGE 4: Board of Education

The Board of Education after receiving the report of the Arbitrator shall, at no later than its next regular meeting, review the entire matter and render a final decision relative thereto. It is understood that discussion of the decision shall be conducted in executive session, and that the Association and/or the aggrieved party shall be notified in writing of the Board's decision. Arbitration awards are advisory, except that after three rejections of awards by the Board in the course of the contract term, all other awards issued within such term are binding.

ARTICLE IV - SALARIES AND RELATED MATTERS

Section 1. Salary:

Salaries shall be paid in accordance with the schedules annexed as Appendix A and Appendix A-1 for each school-year so designated.

A. Longevity Payments.

See Salary Schedule, Appendix A.

B. A teacher planning to advance to a higher schedule must notify the Superintendent in writing by March 1 for the fall term or October 1 for the spring term. Transcripts must be filed

with the Superintendent in order to effect such a salary advancement. Salary adjustments will be made as of September 1st and February 1st.

C. Salary columns BA+10, BA+20, BA+30, BA+45, and BA+60 shall be available only to those individuals who were members of the bargaining unit during the 2007-2008 school year.

D. Advancement from step 1 through step 12 shall be automatic; beyond step 12, conditional. Increments may be withheld in any given year or years upon the recommendation of the Superintendent because of less than satisfactory service, as indicated by teacher observations made by the building principal during the year before the increment is to be withheld.

E. Effective July 1, 2000, the salary of first year teachers with no prior experience is to be determined by the Superintendent. In their second year, said teachers will be paid on Step 1 of the salary schedule. In their third year, they will be paid on Step 2 of the salary schedule, etc. For purposes of this paragraph, "prior experience" shall be defined as full-time teaching experience in a public school district, for either one full semester during the semester immediately preceding employment by the Board, or for one full year in previous years.

F. Teachers must have worked at least 50% of the school year in order to advance to a step on the salary schedule upon return from a leave of absence.

Section 2. Payment of Salaries

During the school year, salary checks will be issued every other Thursday commencing with the second Thursday of the school year. When school is not in session on a scheduled payday, salary checks will be issued on the preceding day of school. Since the parties appreciate the value of teacher input in determining the number and schedule of paydays, modifications in the above schedule of regular and vacation paydays will be subject to mutual agreement. Each of the first 20 checks will represent 1/26th of the annual salary less deductions; the 21st check will represent 5/26th of the annual salary less deductions; the 22nd check will represent 1/26th of the annual salary less deductions.

Section 3. Salary Advancement Policy

A. As teachers advance laterally (column by column) across a salary schedule, at least six points of each ten points must be obtained through graduate courses or approved undergraduate courses (where such courses are a part of a program leading to a new certification). All credits earned as a part of a matriculated program approved by the Superintendent shall count toward salary credit. The first 30 credits that a teacher earns beyond the bachelor's degree must consist of graduate credits only unless otherwise approved by the Superintendent. In order for any other courses to count for salary credit, they must be approved in advance by the Superintendent. Credits for approved courses are established by the institution. Credit for other courses (workshop and in-service) will be given on the basis of one credit for each 15 hours of instruction (See Article X.) Credits earned beyond the master's degree may be averaged to maintain a 60% college credit ratio.

B. Payment for courses or mentoring beyond MA 60.

For courses taken on or after July 1, 2004, and subject to approval of the Superintendent, attendance and completion of course, unit members shall be paid \$150.00 per each one (1) credit hour, to a maximum of nine credit hours (\$1,350.00) per year, not added to base. Courses shall not be less than one (1) credit hour.

Effective July 1, 2011, teachers at MA 60 who participate as mentors shall be paid \$150 per each one (1) in-service credit, to a maximum of two in-service credits (\$300) per year, not added to base salary. New mentors will be required to participate in a training program.

Section 4. Supplemental Salary Payments.

Supplemental salary payments for Guidance Counselors, Department Heads and Teachers who perform educational assignments, athletic assignments and other extra-curricular activities shall be paid in accordance with the attached schedules contained in Appendices B, C and D.

The amounts listed on the attached schedules are supplemental to the teacher's base salary. In case of part time service, the differential shall be pro-rated.

A. Guidance Counselors and department heads presently employed in this district will receive supplemental compensation in accordance with the schedule contained in Appendix B. Experience is based upon full time service in the respective field at the East Rockaway High School.

B. Other Educational Assignments (See attached schedule in Appendix B.)

C. Athletic Assignments: (SEE NOTE.)

1. Credit shall be granted for coaching experience in the District in each sport. Upon the recommendation of the Athletic Director, credit may be given for coaching experience outside the District.

2. A coach who moves from one level (Varsity, Junior Varsity, or Junior High) of a sport to a different level of the same sport will "carry" with him/her all of his/her experience from the previous level(s). The only exception will be: no coach will be placed on the highest experience column of the highest level of the sport without having served at least one year on the second experience column of that level of the sport.

NOTE: When coaches assume the complete duty of coaching two levels of the same sport, they will be compensated as follows:

1. 100% of compensation for highest level sport.
2. 60% of compensation for lower level sport.

D. Other Extra-curricular Assignments: (See attached schedule in Appendix C.)

E. In the event two or more faculty members voluntarily agree to share one assignment listed in Section 4 ("Supplemental Salary Payments"), the compensation shall be shared equally.

ARTICLE V - FRINGE BENEFITS

Section 1. Health Insurance.

A. Basic Health Plan

Full-time tenured teachers shall contribute toward the cost of the health insurance premium as follows:

- Effective July 1, 2011 19% (individual or family)
- Effective July 1, 2012 20% (individual or family)
- Effective July 1, 2013 20% (individual or family)

Non-tenured teachers' contribution rates shall be 1% higher than the rates for tenured teachers.

Part-time teachers or teachers receiving less than full salary shall pay a pro-rata share. The Board will continue to share the premium cost of retirees who continue their insurance. The Board of Education will carry excessed teachers in the Health Insurance Plan for one year at the teacher's expense.

B. Group Health Insurance Option

Unit members shall have the option to withdraw from participation in the N.Y.S. Health Insurance Plan. Unit members who exercise this option must notify the District in writing by June 15 and shall receive in the last paycheck in the following June a lump sum payment equal to \$7,370.00, but in no event shall such opt-out payment exceed 50% of the cost of the health insurance premium.

Open period for health plan changes shall be May 1st through June 15th in the absence of qualifying events as defined in the health insurance plan.

Section 2. Tax-Sheltered Annuity

The number of available programs for new subscribers shall be limited to five. Employees currently enrolled in a program other than one of the five selected by the parties shall be permitted to continue to participate in such program.

Section 3. Payroll Deductions for Memberships

a) Upon receipt of signed payroll deduction from eligible personnel, membership dues in the NYSUT, the AFT, and the ERTA will be deducted from their salaries and transmitted to the treasurer of the East Rockaway Teachers Association.

b) Upon receipt of a signed payroll deduction form from unit members desiring to contribute to VOTE/COPE, the Board shall deduct the amount so authorized from the second to last paycheck in June.

c) Upon receipt of a signed payroll deduction form, the Board agrees to deduct from the salaries of unit members the appropriate amounts necessary for payment to the NYSUT Benefit Trust. Such deductions shall be sent directly to the NYSUT Benefit Trust.

Section 4. Agency Fee Deduction

Within 30 days after the mutual ratification of this agreement and in each subsequent year by October 1st or within 30 days after the commencement of employment, whichever is later, every member of the negotiating unit who is not a member of the East Rockaway Teachers Association shall as a condition of continued employment pay to the Association an agency shop fee deduction ("Agency fee"). The agency fee shall be paid in the same manner as the dues "check off." The agency fee shall continue in effect until (a) the teacher shall cease to be employed by the District; (b) the teacher shall become employed by the District in a position included in a different negotiating unit; or (c) the teacher becomes a member of the ERTA.

Whenever the Board is required to deduct and pay over an agency fee, no such deduction or payment shall be made by the District until and unless the ERTA shall file with the District a written order, in the manner and on a form to be mutually agreed upon by the Board and the ERTA, stating the amount of the agency fee to be so deducted and paid on account of such teacher; whenever the district shall deduct and pay over any such authorized amounts to the ERTA or its officers or agents.

The ERTA will give to the Board in writing the current rate of agency fee. The ERTA will give the Board thirty (30) days written notice prior to the effective date of any changes in the agency fee.

The agency fee deductions referred to in this article shall be made in installments during the second year as shall be specified by the ERTA in writing.

The Association agrees to save and hold harmless the district from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid agency fee provisions, by reason of any action or suits brought against the District by an employee in the unit aggrieved by the implementation of said agency fee provisions.

Furthermore, the ERTA will participate in all legal actions or proceedings brought which relate to the aforesaid agency fee provisions to the fullest extent possible. Representation of ERTA by attorneys retained by New York State United Teachers and/or direct participation by ERTA will be deemed as fulfilling the conditions of this paragraph.

Section 5. Employee Benefit Fund

A benefit fund known as the "East Rockaway Teachers Association Benefit Trust Fund" (hereinafter, "Benefit Fund") shall be administered by the Association for the purpose of providing a continuing program of benefits for members of the bargaining unit.

The District shall pay to the Benefit Fund \$900 per full-time teacher and a pro-rata amount for part-time teachers as of July 1 for each teacher in the employ of the district for the purpose of the Association providing each teacher with a dental plan, or such other benefit as the Benefit Fund may make available to unit members.

The District's contribution to the Benefit Fund shall be made on a quarterly basis. It is understood by the parties that such contribution shall be in lieu of the contribution formerly made by the District toward the purchase of dental insurance for unit members, regardless of whether the unit member chooses to apply such District contribution toward the purchase of dental insurance or toward any other benefit as may be made available to unit members through the Benefit Fund.

Section 6. Section 125 Plan

The Board agrees to continue a plan under the provisions of Section 125 of the I.R.S. Code which will apply to payments for health insurance, dental insurance premiums, the Health Care Expense Reimbursement Account option and the Dependent Care Expense Reimbursement Account option.

Section 7. Employee Assistance Program

The Board and the Association shall continue an Employee Assistance Program following the guidelines of the NYSUT-CSEA EAP.

ARTICLE VI - CONDITIONS OF EMPLOYMENT

Section 1. School Calendar and Length of School Day

The school calendar shall consist of 182 teaching days including one (1) conference day. Emergency school closings in excess of two days shall be subject to make-up days. In the event make-up days must be scheduled, the District shall consult with the ERTA regarding the scheduling of such make-up days. The Association shall have the opportunity to consult on the school calendar not later than two weeks after the District's receipt of the Nassau BOCES suggested calendar.

During Professional Staff Development half days, teachers will be entitled to a 45-minute lunch followed by a 3-hour block conference time ending no later than 3:30 p.m.

Teachers shall be required to attend a total of three 2-hour evening conferences, including one "Back to School" night in the fall semester, one parent-teacher conference in the fall semester and one parent-teacher conference in the spring semester. The Superintendent shall consult with the ERTA President(s) regarding the scheduling of evening conferences.

Section 2. Class Size

There are many variables which affect how children learn; class size is one such variable. In this respect, the Board and the Association agree that the following average class sizes be maintained as a matter of general policy. The Association recognizes that from time to time certain contingencies may arise which will require a principal to exceed the suggested limit. At such times, these exceptions should be discussed with department chairpersons in the high school or with the pertinent teachers in the elementary schools.

In the high school, the guidance department shall equalize class size in accordance with the school's policies. Special education classes shall not be included when class averages are computed.

In the junior/senior high school, the average class size is deemed to mean according to subject (i.e., 7th grade social studies - 10th grade social studies). In the elementary school it is deemed to mean grade level. However, every effort will be made to maintain individual class sizes as indicated below.

	<u>Class Average</u>
A. Kindergarten.....	24
B. Grades 1-3	24
C. Grades 4-6	26
D. Grades 7-8.....	28
E. Extended Readiness.....	19

	<u>Class Average</u>
F. Grades 9-12:	
1) Academic areas:	
a. English & Social Studies.....	25
b. Laboratory classes:	
1. Earth Science, Living Environment, Physics.....	24
2. Chemistry.....	20
3. Home and Careers.....	20
c. Other academic subjects.....	28
2) Other Instructional areas:	
a. Technology.....	20
b. Art: Grades 9-12	25
c. Physical Education: Grades 7-12	40
d. Health Education.....	30

- e. Driver Education & Library 30
- f. Study Hall 30
- g. Special Education, Remedial Reading, Speech
& Languageper state mandate^{1*}
- ESL (self-contained group)per state mandate*
- h. Music
 - Band..... actual number of participants
 - Choral actual number of participants
 - Instructional class average: 5 students
 - General Musicclass average: 25 students

Section 3. Length of Teacher's Work Day

A. Elementary School

1. The teacher work day shall consist of 7 hours ten minutes as follows:

- Sign in: 8:00 a.m.
- Meeting: 8:05 a.m. - 8:40 a.m.
- Students: 8:45 a.m. - 3:00 p.m.
(with one hour teacher lunch)
- Sign out: 3:10 p.m.

Recognizing that significant use of this professional period may be initiated by the teacher as well as by supervisors and administrators, it is agreed that individual teachers will determine the professional use of this period on a Tuesday - Thursday basis, while supervisors and principals shall initiate use of this time on a Monday - Wednesday - Friday basis. Substitute coverages described above will be available on any school day as needed. The professional period will be used for the following activities:

1. Curriculum involvement and development.
2. Provide substitute coverage without compensation up to 10 periods per year per teacher.
3. Provide additional extra help and tutoring opportunities for students beyond the extra help time provided for in the contract provision below.
4. Develop ability to use the computer as an educational tool.
5. Participate in professional growth activities.
6. Articulate with other staff members regarding individual students.
7. Participate in case study, child find, CSE, PPT, CST and parent meetings.
8. Maintain department display case.
9. Maintain classroom bulletin boards.
10. Observe colleagues' methods and techniques in actual classroom situations, when mutually agreed to by both teachers.
11. Review and evaluate software, teaching materials, textbooks, etc.

^{1*}The District agrees to notify the ERTA upon the submission of any variance applications with respect to categories in section F-2.g.

12. Participate in program input meetings.
13. Serve on the faculty advisory committee.
14. Test and screen students.
15. Develop ideas for new programs and/or revisions in the current program.
16. Provide enrichment activities for students.
17. Evaluate and grade students.
18. Review student folders.
19. Organize and lead student discussion groups.
20. Prepare for student laboratory experiences.
21. Serve on special committees.
22. Other activities that are deemed important by mutual agreement of the parties hereto.

Extra help days - Teachers sign in at 7:30 a.m. or out at 3:40 p.m.

2. Cognizant of their professional responsibilities for their pupils, teachers will provide adequate time for their assistance when needed. The Association will make every effort to foster the professional responsibility of the teaching staff regarding the length of the school day.

3. The administration shall be responsible for arranging a daily duty-free preparation period of not less than 30 minutes and a duty-free, one-hour lunch period within the framework of the work day outlined above for all teachers. It is understood that scheduling a lunch period immediately after the pupils' lunch period is a duty in place of another duty and not an assignment in addition to regular assignments.

4. With the exception of computer instruction, when a special teacher is in charge of any of the above classes, the regular teacher is completely relieved of his/her responsibilities for these children during this time.

5. The administration will adjust the final week's schedule of school for the students in order to provide the teachers with ample time to complete their necessary professional responsibilities. Such adjustment shall include at least one half day prior to the last day of school.

6. At other appropriate times during the year, the administration will make every effort to adjust the students' schedules and/or relieve teachers of teaching duties in order to make possible time for conferences both with parents and/or teachers.

B. Junior-Senior High School

1. The teacher work day shall consist of 7 hours 10 minutes as follows: (see attached 8 period and 9 period day models).

a) Within the work day, formal classroom instruction will be limited to 5 class periods. In the event that the District employs an 8 period day, each period will not exceed 43 minutes. In the event that the District employs a 9 period day, each period will not exceed 42 minutes, except that one period may be longer than 42 minutes to accommodate a homeroom.

b) Where practicable, no teacher is to be assigned more than three (3) consecutive teaching periods.

c) One daily duty-free preparation period and a daily duty-free lunch period, both equal to the length of a class period will be provided.

d) One extra assignment period for all secondary teachers that may require the supervision of pupils but which will not require instruction of pupils will be provided. In lieu of a supervisory assignment, teachers may volunteer to assist in remedial programs, individual tutoring, instrumental and/or vocal instruction, curriculum development, supervision of a "resource center" or "testing room" or work in other educational areas of their interest. These assignments will require approval of the responsible building administrator. If an insufficient number of teachers volunteer for testing room duty, the principal may assign such duty. Beginning with the 2009-2010 school year, teachers may not be assigned to cafeteria duty at the Junior-Senior High School for more than one semester in a school year unless the teacher requests such duty for both semesters.

e) In the event that the administration adopts a 9 period day, within the teacher's work day, the extra period created will be a professional period and will be used for the following activities:

1. Curriculum involvement and development.
2. ~~Provide substitute coverage without compensation up to 10 periods per year per teacher.~~
3. Provide additional help and tutoring opportunities for students beyond the extra help time provided for in the contract provision below.
4. Develop ability to use the computer as an educational tool.
5. ~~Participate in professional growth activities.~~
6. Articulate with other staff members regarding individual students.
7. Participate in case study, child find, CSE, PPT, CST and parent meetings.
8. Maintain department display case.
9. Maintain classroom bulletin boards.
10. Observe colleagues' methods and techniques in actual classroom situations, when mutually agreed to by both teachers.
11. Review and evaluate software, teaching materials, textbooks, etc.
12. Participate in program input meetings.
13. Serve on the faculty advisory committee.
14. ~~Test and screen students.~~
15. Develop ideas for new programs and/or revisions in the current program.
16. Provide enrichment activities for students.
17. Evaluate and grade students.
18. Review student folders.
19. Organize and lead student discussion groups.
20. Prepare for student laboratory experiences.

21. Serve on special committees.
22. Other activities that are deemed important by mutual agreement of the parties hereto.

Recognizing that significant use of this professional period may be initiated by the teacher as well as by supervisors and administrators, it is agreed that individual teachers will determine the professional use of this period on a Tuesday - Thursday basis, while supervisors and principals shall initiate use of this time on a Monday - Wednesday - Friday basis. Substitute coverages described above will be available on any school day as needed.

Use of the professional periods will be evaluated by a joint committee on at least an annual basis to determine its effectiveness and equitable application.

2. Teachers may be assigned a homeroom responsibility exclusive of the extra assignment period as defined in subdivision (1)(d) above. Homeroom duties shall be assigned as equitably as possible among the teachers of all departments except department chairpersons, school nurse-teacher, guidance counselors and psychologists.

In the event that administration adopts a 9 period day, homerooms will be optional in the District's discretion within the day. The impact of any resumption of separate homerooms in a 9 period day must be negotiated.

3. Department Chairpersons will not be assigned more than four (4) instructional periods each day, the additional time of two instructional periods being reserved for their duties as department heads and one instructional period being reserved for a preparation period.

4. Where practicable, no teacher shall be required to make more than three (3) distinct teaching preparations.

5. Cognizant of their professional responsibilities for their pupils, teachers will provide adequate time for their assistance when needed. The Association will make every effort to foster the professional responsibility of the teaching staff regarding the length of the school day.

6. To the extent that it is legal, the current policy of prearranged student schedules in order to hold departmental meetings in the high school will be continued.

C. Notwithstanding the work day obligation set forth in sections A and B above, teachers shall be required to provide two designated 30 minute periods per week in addition to the work day in the classroom for student assistance. During the first week of school in September, each teacher shall notify administration and the students which week day will be so designated for the entire school year; said time may be before or after the work day. In the event emergency situations arise which require the teacher to alter the schedule for student assistance time, the teacher shall provide for rescheduling such assistance time and notifying the principal. Extra help time must not be scheduled in conflict with professional staff meetings.

D. Professional staff meetings will be scheduled no more than twice a month during the school year in recognition of the need for meetings between teachers and administrators. These meetings will be conducted after the work day and shall be limited to one hour. These meetings may include grade level meetings, curriculum subject meetings and other professional topics as determined by the principal. In addition, beginning in the 2013-14 school year, the Superintendent may require up to six additional hours of meeting time per year for unit members, for such purposes as the Superintendent deems necessary; provided, however, that in no event shall such meetings extend beyond 4:30 p.m. Building principals shall provide reasonable advance notice of such meetings.

E. A definite policy shall be formulated in each school reducing the interruption of teaching only to such times as are absolutely necessary. Such a policy shall be jointly arrived at by the principal and representatives of the Association, reduced to writing, and distributed to the teachers involved.

8 Period Day Schedule Model

Teachers 1- 8

(With 8 Period Day, length of periods shall not exceed 43 minutes)

Sign In		7:50 a.m.	
Period	1	8:00 a.m. -	8:43 a.m.
Homeroom		8:47 a.m. -	8:53 a.m.
	2	8:57 a.m. -	9:40 a.m.
	3	9:44 a.m. -	10:27 a.m.
	4	10:31 a.m. -	11:14 a.m.
	5	11:19 a.m. -	12:02 p.m.
	6	12:07 p.m. -	12:50 p.m.
	7	12:55 p.m. -	1:30 p.m.
	8	1:42 p.m. -	2:25 p.m.

Professional Meeting 2:25 p.m. - 2:50 p.m.

Sign Out 2:50 p.m.

Faculty meeting days teachers sign in at 7:25 a.m. and faculty meetings will start at 2:25 p.m. and end at 3:25 p.m.

Extra Help Days - Teachers Sign in at 7:20 a.m. or Sign Out at 3:20 p.m.

Teachers 2 - 9

Sign In		8:17 a.m.	
Professional Meeting		8:22 a.m.	- 8:42 a.m.
Homeroom		8:47 a.m.	- 8:53 a.m.
	2	8:57 a.m.	- 9:40 a.m.
	3	9:44 a.m.	- 10:27 a.m. -- Faculty Meeting Days
	4	10:31 a.m.	- 11:15 a.m.
	5	11:19 a.m.	- 2:03 p.m.
	6	12:07 p.m.	- 12:51 p.m.
	7	12:55 p.m.	- 1:38 p.m.
	8	1:42 p.m.	- 2:25 p.m.
	9	2:29 p.m.	- 3:12 p.m.
Sign Out		3:17 p.m.	

Extra Help Days - Teachers Sign in at 7:47 a.m. or Sign Out at 3:47 p.m.

High School Schedule 9 Period Day Option

Sign In		7:50 a.m.	
Period	1	8:00 a.m.	- 8:41 a.m.
Homeroom	2	8:45 a.m.	- 9:31 a.m.
	3	9:35 a.m.	- 10:16 a.m.
	4	10:20 a.m.	- 11:01 a.m.
	5	11:06 a.m.	- 11:47 a.m.
	6	11:52 a.m.	- 12:33 p.m.
	7	12:38 p.m.	- 1:19 p.m.
	8	1:24 p.m.	- 2:05 p.m.
	9	2:09 p.m.	- 2:50 p.m.
Sign Out		3:00 p.m.	

With exception of Homeroom Period, the length of the period in a 9 Period Day shall not exceed 42 minutes.

Section 4. Substitute Teachers

A. When a teacher (grade, academic or special) is unable to meet his/her class, a substitute teacher, if available, shall be secured to replace the absent teacher. The substitute teacher shall perform both the teacher's professional and non-professional duties. Each school shall maintain a list of substitute teachers. Whenever possible, only certified substitute teachers shall be used.

B. In the event that a substitute teacher is unavoidably late, or if a regular teacher is suddenly ill, a regular teacher may be requested to cover such an emergency situation. A list of teachers available each period shall be maintained, and teachers shall be assigned on a rotational basis.

C. In the event, after sufficient notice to the principal, that no substitute teacher is available and regular teachers are assigned to cover the absent teacher's assignments, substitute coverage when eligible for pay shall be compensated at \$51.44 for the 2011-12 and 2012-13 school years, and \$52.34 for the 2013-14 school year.

Section 5. Teacher Facilities

Each school shall have the following facilities:

A. Teacher work areas containing adequate equipment and supplies, including modern duplicating equipment and word processing equipment to aid in the preparation of instructional material. Said equipment shall be maintained in good condition.

B. Adequately furnished rooms to be used as faculty lounges.

C. Well-lighted, clean, properly maintained adult rest-rooms and lavatory facilities for the exclusive use of teachers, with the assurance of privacy, and providing separate facilities for women and men.

D. Adequate parking space at all schools.

E. A telephone shall be available in each school for teachers' use.

Section 6. Smoking Policy

Effective July 1, 1994, the parties agree to the implementation of a no smoking policy which prohibits smoking in the schools or on school grounds. Matters related to enforcement of the policy shall be the subject of consultation between the Superintendent and the President of the Association.

Section 7. Promotions, Transfers, Reassignments, Summer School, and Special Projects

All actual or expected openings in professional positions or jobs, promotional opportunities, or vacancies in existing or newly created programs, including but not limited to, elementary and secondary schools, and summer school, shall be filled in the following manner:

A. The job, position, vacancy, or opportunity shall be posted on each bulletin board in each building in the District and shall be advertised in any other manner the District normally uses to notify teachers of board directives, for at least five (5) days. Such advertisement shall be conspicuously posted. It shall contain the job title, job description, job duties, salary, qualifications, location of the position and directions for making applications for the position.

B. When vacancies occur during the summer, it shall be the responsibility of the administration to notify each member of the faculty who has indicated in writing an interest. This interest may be expressed any time during the school year and will be kept on file until September of the next school year.

C. All applications from the bargaining unit employees received within ten (10) days of the time the notice was posted in all buildings shall be considered by the administration.

D. In the filling of positions involved, the administration should give primary consideration to presently employed teachers over those applicants from outside the District.

E. Where practicable, and when transfer or reassignment of teachers from school to school or within a school or grade is necessary, teachers shall be given the opportunity to volunteer for this transfer or reassignment. Involuntary transfers shall only be made after a consultation between the teacher and the Superintendent or his/her designee. If a teacher objects to a transfer, the teacher may notify the Association, and the Superintendent or his/her designee will meet with the Association's representative and the teacher to discuss the transfer. If a mutually satisfactory agreement is not reached, the decision of the Superintendent will be final. When a room reassignment is involved, a custodian shall be assigned to make all physical changes including the moving of all books, all supplies and all furniture.

F. Teachers in the summer remedial program shall be rehired if their performance has been satisfactory. Teachers not satisfactory will be so advised within thirty (30) days after the end of the current summer session. The above shall apply only if the same positions are available. It is understood that certified teachers currently employed as classroom or remedial teachers in the district shall be given prime consideration in the filling of any vacancies.

G. All teachers on the preferred eligibility list as of the mutual ratification date of this agreement shall accrue increments for a period not to exceed four years.

Section 8. Teachers Aides and Volunteers

The Board shall continue its policy of employing teacher aides and using volunteers to relieve teachers of non-professional duties both in the elementary schools and in the junior/senior high school. The duties of teacher aides and volunteers may be broadened to include such areas as lunch-room and cafeteria duty, audio-visual aides, and clerical work for teachers. The use of teacher aides in the library as currently practiced is a legitimate use. Teacher aides and volunteers shall be used to assist teachers and not to replace teachers.

Section 9. After School Meetings

Teachers as a professional group recognize the need for meetings with their administrators. Professional staff meetings of this type should be restricted to important problems relating to the school staff as a whole. Up to two such professional staff meetings per month of one hour duration beyond the work day may be scheduled.

A. In the elementary schools, these meetings shall commence immediately after the dismissal of students, and should be limited to 60 minutes, subject to the provisions of Section 3.D above.

B. In the junior/senior high school, such meetings shall be scheduled for the period immediately following the end of the teacher's workday. Whenever possible, in the event of overlapping schedules, duplicate meetings shall be held. These meetings should be limited to 60 minutes, subject to the provisions of Section 3.D above.

C. In the event that a principal, with the approval of the Superintendent, feels an emergency situation has arisen which requires meetings in excess of the average number recommended above, these should be held during the school day, with the early dismissal of the students.

Section 10. Health Examinations

A health examination shall be required of all newly appointed teachers as a condition of employment. This examination shall be conducted by one of the school physicians at no cost to the teacher. However, the Superintendent may permit the examination to be conducted by a physician other than the school physician at no cost to the school district.

In addition, health examinations may be required of any teacher as a condition of his or her continued employment if the board feels that his or her ability and functions in the classroom are in doubt because of health reasons. This examination may be conducted by one of the school doctors at no cost to the teacher or by a physician chosen by the teacher. In the latter case, the cost of this examination shall be the responsibility of the teacher.

The result of the health examination shall be sent to the school doctor, in care of the East Rockaway Public Schools. After evaluation of the examiner's findings, the school doctor shall certify as to the ability of the teacher to perform his or her duties and shall inform the Superintendent of Schools as to limiting factors.

Section 11. Sanitary Conditions

A high standard of cleanliness shall be maintained throughout all the schools so that desirable health standards are met, with the nurse being used as a consultant to the building Principal to make sure these high standards are maintained.

Section 12. Annual Term of Service

The annual term of teacher service shall be from September through June, in accordance with the calendar established each year by the Board of Education. It is anticipated that teachers will use as many days as are necessary before the opening of school in September and after the closing of school in June to accomplish such instructional preparation and reporting as is required by the educational program of the schools.

Section 13. Job Security

Every effort will be made to retain tenured teachers. In the event that unforeseen circumstances require a reduction in staff, first preference will be given these teachers in the

filling of any position for which the teacher is certified. Excessed teachers will be given priority in per diem substituting, according to the following areas of certification: elementary education, secondary, academic, and special subject areas.

Section 14. Special Education

Resource room teachers, teachers of self-contained classes and speech and language teachers shall be granted one full day of release time per year for preparation of IEP's and conferencing. Further requests shall be subject to the approval of the Director of Pupil Personnel Services in consultation with the Superintendent of Schools. IEP preparation and conferencing shall take place within the school buildings.

ARTICLE VII - LEAVE POLICIES

Section 1. Sick Leave and Personal Leave

A. Teachers shall be allowed a maximum of 14 sick leave days per year without loss of pay, three of which may be used for personal leave days. Sick leave shall be interpreted to mean absence due to personal illness, illness of spouse, significant other, parents, dependent children or dependent stepchildren, and religious beliefs. A maximum of two days annually may be used for religious observance. Personal leave shall include compelling personal business that cannot be transacted at any time except during school hours. It is understood that personal leave does not include recreational activities, vacation, marriage, honeymoon, etc. Unused personal leave days shall be added to unused sick days, accumulating to a total of 200 days of sick leave. The first 182 work days of absence (cumulative) due to a job-incurred injury shall not be charged against sick leave. Each teacher shall receive a written notification of accumulated sick leave days within the first month of each school year and during the month of February.

B. Each teacher shall utilize his personal leave privilege maturely and professionally, in compliance with the guidelines set forth in this contract. The Board, recognizing this, agrees that teachers will not be required to furnish any explanation when notifying the principal of their intention to take a personal leave day.

C. Personal days requested before or after a holiday or vacation period must be submitted in writing to the Superintendent, including reason, and must be approved in advance by the Superintendent.

Section 2. Absence for Death in the Immediate Family

Each teacher shall be entitled to a maximum of five days for a death in the immediate family. "Immediate family" shall be understood to mean: husband, wife, son, daughter, father, mother, mother-in-law, father-in-law, sister, brother, stepchild, significant other or any dependent living within the immediate household. These days shall be exclusive of sick leave and non-cumulative.

Section 3. Absence to Attend Funeral of Close Relative

Each teacher shall be entitled to one day to attend the funeral of a close relative. "Close relatives" are to include either the teacher's or spouse's aunt, uncle, niece, nephew or grandparents. This day shall be exclusive of sick leave and non-cumulative.

Section 4. Extended Illness

In the event a teacher has used all his accumulated sick leave, he shall receive a special sick leave compensation based on the difference of his daily salary rate and the district's daily rate for substitutes for five (5) days for each year of service to the district. Credit for years of service in computing special sick leave will only be granted once for each year of service. Any further request for sick leave compensation shall be referred to the Board.

Section 5. Court Attendance

A. Each teacher who serves as a juror during the school year shall continue to receive his school district salary. Jury duty pay, in turn, shall be given to the school district. However, teachers should give consideration to postponing their jury duty to such times when school is not in session. In such cases, jury duty pay shall be kept by the teacher.

B. In cases where court attendance is required, a teacher shall receive his salary to a maximum of five (5) days per school year. However, if such absences shall exceed this limitation, the matter shall be referred by the Superintendent to the Board for special consideration.

Section 6. Absence-by-request

Absence-by-request means absence beyond the leave policy which has been approved in advance by the Superintendent as justifiable because of urgently extenuating circumstances. Absence-by-request shall not exceed a maximum of five (5) days in a given school year and shall not be granted for vacation or recreation purposes. Salary deduction for absence-by-request shall be made at the rate of 1/200 of the teacher's annual salary.

Section 7. Leave of Absence Without Pay

A. Tenured teachers may receive a leave of absence of up to one year for personal health reasons.

~~B. Maternity and Child-Rearing Leave~~

1) In the event that a teacher becomes pregnant, she may continue to work as long as she is physically capable of performing the normal duties of a teacher, and she may return to work whenever she is physically capable of performing the normal duties of a teacher effectively, subject to the provisions of paragraph 3) below.

2) Paid sick leave accumulated by the teacher may, at the option of the teacher, be applied to any disability caused, or contributed to, by pregnancy, miscarriage, abortion, child-birth, and/or recovery therefrom.

3) A teacher shall be granted child rearing leave upon written request for the purpose of caring for his or her newborn infant or adopted infant. Such leave shall be without pay. Such teacher may return from leave either at the end of an FMLA leave (or earlier, in accordance with FMLA requirements) or at the beginning of a semester. In extenuating circumstances, the Superintendent will give consideration to a request for an earlier return. The unit member must provide written notice of intention to return by April 1 (fall semester return) or November 1 (spring semester return). The District shall provide written notice of these requirements to the teacher at the time the leave is requested.

4) In the event that the adoption of a child legally requires a teacher to remain at home with the child for a specified period of time, a leave of absence without pay will be granted to the teacher for this purpose.

5) In no case shall the combined total of unpaid and paid leaves for maternity or child rearing or adoption exceed two (2) years, except in the case of a teacher whose two year leave ends during a semester. In such cases, at the teacher's option, the leave will be extended to the end of the semester.

C. Tenured teachers may receive a leave of absence of two (2) years in the event that they are elected to an office with a State or National Teacher Organization, such leave of absence to be renewable at the discretion of the Board of Education.

D. A tenured teacher may receive a leave of absence of six (6) months for the purpose of running for office in state or national government. Upon election, a leave of absence of two (2) years will be granted with subsequent renewals at the Board of Education's discretion.

Section 8. Teaching for the United States Government

A. National Science Foundation: a tenured teacher may receive a leave of absence without pay of up to two (2) years to participate in this program.

B. Exchange Teacher: a tenured teacher may receive a leave of absence for one year with pay to participate in this program.

C. Limitation: participants in these programs shall not exceed one teacher from each school for each twenty-five (25) teachers assigned thereto.

D. Upon return from this leave, a teacher shall be given salary increments as if he or she had been in attendance.

Section 9. Summer School Teachers

Teachers in the summer remedial and driver education programs shall be entitled to one sick leave day annually. Sick leave will be cumulative to a total of three (3) days.

ARTICLE VIII - RETIREMENT INCENTIVE

A. Incentive Amount:

Retirees will receive a lump sum payment of \$16,000 plus one hundred dollars (\$100.00) per day for each day of unused sick leave to a maximum of 100 days.

B. Eligibility

Teachers shall be eligible to receive this incentive as follows:

(1) At the end of the school year in which the individual becomes 55 years old and is qualified to retire under the NYSTRS with or without a TRS penalty, or

(2) The first year the unit member is qualified to retire without TRS penalty.

C. Procedure

Unit members who intend to retire at the end of the school year shall provide the District with an irrevocable letter of intent to retire no later than March 1; unit members who intend to retire at a time other than the end of the school year shall submit an irrevocable letter of intent to retire no later than 90 days prior to the effective date of retirement.

D. Payment

The District shall make payment for any retirement incentive and/or monetary benefit as a non-elective employer contribution to a 403(b) program that confirms that it can accept the contribution in accordance with applicable Internal Revenue Code rules and regulations. Such payment shall be made to the 403(b) program no later than the first business day in the month of July immediately following the member's effective date of separation from the District. This will be administered per the terms set forth in the terms set forth in the parties' Memorandum of Agreement dated June 25, 2008 regarding the 403(b) program.

ARTICLE IX - TEACHER PROTECTION AND EVALUATION

Section 1. Teacher Protection

A. The administration recognizes its responsibility to establish a standard for discipline and to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the school. The teachers assume the primary responsibility for the maintenance of discipline in the classroom.

B. Any case of employment-related assault upon a teacher shall be immediately reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his rights and obligations in connection with the handling of the incident by law enforcement and judicial authorities.

C. If any teacher is criminally complained against or sued by reason of lawful disciplinary action taken by the teacher against a student, the Board shall provide legal counsel for his defense.

D. Teachers shall exercise care with respect to the safety of pupils and property, and the Board agrees to indemnify and hold harmless any teacher to the extent he is held pecuniarily liable for any claim for damages to persons or property that arises out of an incident related to his employment and further agrees to provide a defense against any such action.

E. If any teacher is complained against, sued or otherwise held liable for anything that he has said or written concerning an individual student, which is part of the student's file, the Board shall provide legal counsel for his defense as authorized by state law.

F. Time lost by a teacher, other than for disability, in connection with any incident mentioned in this Article shall in no way be charged against the teacher, except as provided in Article VII section 1.A.

G. Any serious complaint directed toward a teacher shall be called promptly to the teacher's attention by the principal, informing the teacher of the nature of the complaint and the name of the plaintiff.

H. Administrators and department chairpersons shall work cooperatively in the operation and improvement of each department's program.

I. No teacher shall be reduced in rank or compensation, discharged, or deprived of any professional advantage without just cause. A written statement of the administrator's or Board of Education's charges shall be accorded the teacher if the teacher so requests.

Section 2. Teacher Evaluations²

Since the prime purposes of the supervisory program are the improvement of instruction as well as the appraisal of teacher performance, supervisors should be concerned with studying and improving the conditions which surround the learning and growth of pupils and teachers.

A. Evaluation of Probationary Teachers

² *In light of the recently enacted APPR statute and regulations, the parties have agreed, therefore, to negotiate to the extent necessary to comply with the law and regulations, and to place the new APPR in a separate memorandum of agreement, which shall not be made physically a part of the collective bargaining agreement. However, the parties did agree to the appeals process language which is contained in section D herein.*

1) The evaluation of probationary teachers shall be based on formal and informal observations made by administrators, coordinators and/or department chairpersons. Such observations shall be of teachers in the performance of their responsibilities.

a) Each probationary teacher shall receive no less than two formal classroom observations per semester. Formal observations shall be at least 30 minutes in duration. (If the observer leaves the room for any reason during this time, the visitation is not to form the basis for the formal observation.) The first formal observation of the school year by each observer shall be announced no less than one school day prior to the date of the observation. Before a formal observation is reduced to final writing, a meeting to discuss the observation will be held between the teacher and the observer within 5 school days of the observation.

The purpose of this meeting is to discuss the formal observation and assist the teacher in improving his/her classroom performance.

The formal observation shall be presented in writing to the teacher within 5 school days of the meeting with copies to Superintendent, teacher and evaluator/observer.

b) Informal classroom observations should last no longer than 10 to 15 minutes.

Discussion between observer and teacher must precede any write-up based on an informal observation. In the event of such a write-up, the teacher shall have the right to a written reply.

c) A written evaluation report shall be made annually. This report shall be discussed with the teacher who shall sign the statement indicating that he or she has seen the report and that it has been discussed with him or her. A signed copy of the report shall be sent to the Superintendent and shall be placed in the teacher's file. A copy shall also be given to the teacher.

2) A probationary teacher in his/her first year shall be retained for a second year if his/her performance rating is above average. If at any time during the first year, his/her service becomes unsatisfactory, he/she shall be recommended by the Superintendent to the Board for dismissal on thirty (30) days' notice.

3) A probationary teacher in his/her second year shall be retained for a third year of service if he/she has shown evidence of growth in his/her profession and if it appears to his/her principal that he/she (the teacher) is a strong candidate for tenure.

- 4) Retention of a teacher for a third year shall be deemed to indicate the probability of the granting of tenure at the end of the teacher's third year provided there is no reduction in the quality of his/her performance. In the event a probationary teacher is not retained, notice of his/her dismissal shall be given to him/her in writing no later than 120 days prior to the conclusion of the teacher's probationary term.

B. Evaluation of Tenured Teachers

Administrators, coordinators and/or department chairpersons shall make an annual written report based on formal and informal observations of each tenured teacher. (With the exception of the number of observations, procedures specified in Sect. 2.A. shall also apply to tenured teachers.) In the event that an adverse evaluation is made, the teacher, upon request, shall receive an evaluation by another person qualified to observe. (See Sentence 1.) This report shall be discussed with the teacher, who shall sign a statement to the effect that he/she has seen the report and it has been discussed with him/her. A signed copy of the report shall be sent to the Superintendent and shall be placed in the teacher's file. A copy shall also be given to the teacher.

C. Evaluation of Temporary and Part Time Teachers

Temporary teachers shall be evaluated the same as probationary teachers; part time teachers, the same as tenured teachers.

D. Appeals of annual professional performance reviews shall be limited to those performance reviews in which the teacher received a rating of "ineffective" or a tenured teacher received a rating of "developing." All such appeals shall be submitted to the Superintendent in writing within 15 calendar days of the teacher's receipt of the annual performance review. With the exception of grievances based on a failure to follow the procedural steps outlined above (or the procedural steps eventually developed by the parties in a final APPR process), the Superintendent's decision shall be final and binding, and not subject to the grievance procedure or to review in any forum, provided, however, that nothing herein shall be deemed to preclude review by a duly appointed hearing officer in a proceeding pursuant to Education Law section 3020-1.

Section 3. Inspection of Teacher's File

A. Upon request, a teacher shall be permitted to examine any file concerning him/her that is maintained by the administration.

B. No material pertaining to a teacher's conduct, service, character, or ability shall be placed in a file unless the teacher has had an opportunity to read the material and attach his/her comments. A teacher's signature on filed materials merely indicates knowledge of its content, not agreement. A teacher shall receive a copy of such material.

- B. Purposeful travel
One credit shall be granted for each three (3) consecutive weeks of purposeful travel to a total of six weeks.
- C. Authorship
 - 1. Professional articles published in a recognized magazine or journal - 1 credit.
 - 2. Publication of a book by a recognized publisher - 4 credits.
- D. Criteria for In-Service Credit

In-service courses must be given by a college or university, State Education Department, Board of Education, or a recognized professional organization. The course must be given by a qualified instructor. The teacher must receive a passing grade or a certificate of successful completion. If credit hours are not indicated by the Sponsoring Organization, one (1) credit hour will be granted for each fifteen (15) hours of instruction.

Section 3. College and University Courses for Salary Credit

1. Unless otherwise approved by the Superintendent, all courses must be taken for graduate credit at a State Education Department approved institution in order to qualify for salary credit.
2. All correspondence courses, television courses, radio courses, shipboard courses, and other off-campus course work must have the approval of the Superintendent whether or not the course is in the teacher's teaching field.
3. Graduate courses that teachers propose to take that are outside their teaching field (the subject areas which they are teaching at the time approval is sought) must have the advance approval of the Superintendent. Approval shall not be unreasonably withheld. The Superintendent shall give his/her approval or disapproval in writing. If the Superintendent disapproves such a request, the Superintendent shall state his/her reasons.
4. Graduate courses teachers propose to take which are within their teaching field (the subject areas which they are teaching at the time the proposal to take the course is made) shall be approved by the Superintendent.
5. When a degree program has been approved by the Superintendent, individual courses required for the completion of the degree program shall not require approval. Approval shall not be unreasonably withheld. The Superintendent shall give his/her approval or disapproval in writing. If the Superintendent disapproves such a request, the Superintendent shall state his/her reasons.
6. The Superintendent must be notified annually by March 1 of all graduate courses teachers may take that would change their horizontal salary placement for the ensuing school year.

Section 4. Attendance at Professional and Educational Conferences and Meetings

A. It is recognized that from time to time it will be desirable to have department heads and teachers attend certain educational conferences and meetings. When such attendance is deemed desirable by the building principal, the teacher's or department head's request shall be forwarded to the Superintendent for further action.

B. When attendance of teachers at educational and professional meetings is authorized by the Board of Education and when a maximum expenditure amount for conference fees, meals, lodging and transportation has been approved by the Superintendent or his/her designee, the District shall reimburse the participants for all such expenses.

Section 5. Visitation

It is recognized that from time to time it will be desirable to have classroom teachers have visitation rights within the District or outside the District. When such attendance is deemed desirable by the building principal, the teacher shall not be charged any leave time.

Section 6. Assistance for Teachers

A teacher who changes tenure area or building, a new teacher in the District, or any teacher whose administrator so approves, may request the assignment of a senior teacher as a mentor.

The senior teacher's duties shall include assistance in familiarization with the development of lesson plans, District protocol, record keeping, building procedures and other appropriate requests for assistance regarding the school's procedures or operations.

The building administrator, in consultation with the Superintendent, will select senior teachers annually from a list of volunteers.

At the conclusion of each semester, the senior teacher will be assigned one in-service credit.

ARTICLE XII - ASSOCIATION BUSINESS

Section 1. Negotiation Meetings

If negotiation meetings between the Board and the Association are scheduled during a school day, the representatives of the Association will be relieved of all regular duties as necessary, without loss of pay, in order to permit their participation in such meetings.

Section 2. Personnel Activities

A. The President(s) of the Association shall be relieved of all non-teaching duties, including, but not limited to, lunch duty, serving on faculty committees, home rooms and study halls. The President of the Association shall perform all professional duties including, but not limited to, attendance at faculty, grade level and departmental meetings. With the approval of the Superintendent, the President or his/her designee shall be granted additional "personal leave" days for the express purpose of attending educational conferences and workshops.

B. Officers of county, zone, state and national professional organizations, members of Board of Directors of such organizations, persons invited to address, participate in panels or to chair workshops, etc., at meetings of such organizations and delegates to NYSUT Representative Assembly, shall, with the approval of the Superintendent, be granted additional personal leave days to carry out these activities. Delegates to the Annual Meeting of the NYSUT Retirement System shall be reimbursed for all reasonable expenses thereto and shall be granted these additional leave days.

Section 3. Communications

The present policies of permitting the Association to use bulletin boards and school mail boxes for the dissemination of information shall be continued.

Section 4. Meeting Facilities

The Board shall continue its policy of allowing the Association to use school buildings without cost at reasonable times for meetings.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

Section 1. Academic Freedom

The Board recognizes and respects the right of citizens to make suggestions for the improvement of public schools, but maintains that no group can deny academic freedom to educators. The Board recognizes that the education profession has both the right and the responsibility to insist that children must be free to learn and teachers free to teach broad areas of knowledge within the area of the teacher's certification and within the curriculum of the school, including those considered controversial. It is important that teachers realize that as employees of the Board, they can expect reasonable support in these matters. Whenever a group or individual brings charges against a teacher concerning the teacher's freedom to teach, the Board will support the teacher's freedom to teach.

Section 2. Petty Cash Fund

There shall be a petty cash fund in each school to which teachers in the elementary schools and department chairpersons in the high school can apply to cover the cost of needed supplies which could not be anticipated. These transactions shall be subject to the approval of the principal.

Section 3. Distribution of Agreement

Copies of this Agreement shall be printed by the District and presented to all teachers now employed or hereafter employed by the District. For each year of the agreement, the Association shall receive thirty copies upon publication.

Section 4. Posting Board Meeting Agenda

A copy of the official agenda of each regular Board Meeting shall be placed on the blotter of each school building before the close of the school day on the day on which the meeting is to be held.

Section 5. Interpretation According to Law

The parties recognize that this agreement has been entered into pursuant to the Public Employees Fair Employment Act. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by the law. Under such circumstances the parties shall endeavor to negotiate a substitute provision or benefit to retain the equities of the original provision, if possible. Such negotiations shall commence as soon as the parties learn that a provision is unlawful. All other provisions or applications will continue in full force and effect.

Section 6. Protection to Members

No teacher shall suffer any professional disadvantage by reason of his/her membership in the Association or participation in its lawful activities.

Section 7. Agreement

This agreement shall not be altered, amended or changed except in writing by both the Board and the Association, which writing shall be appended hereto and become a part hereof. This agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. Any future policies affecting professional personnel covered by this agreement, not herein mentioned, must be negotiated before said policy is effective. All future individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XIV - ETHICS

The Board and the Association subscribe to the following code of ethics which was developed and adopted by the New York State School Boards Association and the New York State Teachers Association.

JOINT CODE OF ETHICS

1. The teacher and the school board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend, and the prerogative of the Board to determine final policy.
2. The teacher and the school board transact all official business through proper channels and hold inviolate all confidential information.
3. The teacher and the school board recognize their obligations to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views on religion, race or partisan politics.
4. The teacher and the school board agree that due notice in fair time be given in all cases of appointment, resignation or termination of service.
5. The teacher and the school board avoid disparagement of fellow workers and predecessors.
6. The teacher and the school board are impartial in all relationships with the pupil.
7. The teacher and the school board encourage able and promising students to enter the teaching profession.
8. The teacher receives from the administrator candid appraisal of his/her work, and help with his/her problems; the school board requires such supervisory assistance.
9. The teacher actively participates in the work of local, state and national professional educational associations; the school board actively participates in the work of township, county, district, state and national school boards associations.
10. The teacher uses ethical procedure in securing positions, and in maintaining salary schedules; the school board uses ethical procedures in filling positions and in maintaining salary schedules.
11. The teacher accepts no compensation from firms commercially interested in the school; no member of the school board accepts such compensation.
12. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the school board provides conditions under which this can be accomplished.

SIGNATURES:

AGREEMENT

Between the

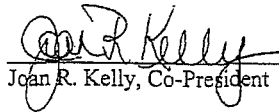
EAST ROCKAWAY TEACHERS ASSOCIATION

and the

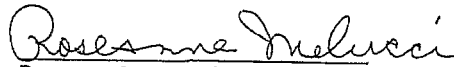
BOARD OF EDUCATION
EAST ROCKAWAY UNION FREE SCHOOL DISTRICT


EFFECTIVE July 1, 2011 - June 30, 2014

Accepted for the East Rockaway
Teachers Association by:


Joan R. Kelly, Co-President

Accepted for the Board of
Education by:


Roseanne C. Melucci
Superintendent of Schools


Carol Sanders, Co-President