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Contract Database Metadata Elements

Title: **Massapequa Union Free School District and Massapequa Federation of Teachers, American Federation of Teachers (AFT), AFL-CIO, Local 1442 (2002)**

Employer Name: **Massapequa Union Free Central School District**

Union: **Massapequa Federation of Teachers, American Federation of Teachers (AFT), AFL-CIO**

Local: **1442**

Effective Date: **07/01/2002**

Expiration Date: **06/30/2005**

PERB ID Number: **5574**

Unit Size:

Number of Pages: **67**

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COLLECTIVE NEGOTIATIONS AGREEMENT

Between

**THE BOARD OF EDUCATION
UNION FREE SCHOOL DISTRICT
MASSAPEQUA, NEW YORK**

and

**THE MASSAPEQUA FEDERATION OF TEACHERS
LOCAL 1442, AMERICAN FEDERATION
OF TEACHERS, AFL – CIO**

JULY 1, 2002 - JUNE 30, 2005

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CONTRACT BETWEEN THE BOARD OF EDUCATION OF THE MASSAPEQUA SCHOOL DISTRICT, MASSAPEQUA, NEW YORK, AND THE MASSAPEQUA FEDERATION OF TEACHERS, LOCAL 1442, AFFILIATED WITH THE AMERICAN FEDERATION OF TEACHERS, AFL-CIO.

PREAMBLE

AGREEMENT MADE AND ENTERED INTO AS OF THIS 1ST DAY OF JULY 2002 BY AND BETWEEN THE BOARD OF EDUCATION, MASSAPEQUA SCHOOL DISTRICT, MASSAPEQUA, NEW YORK (HEREINAFTER REFERRED TO AS THE BOARD), AND THE MASSAPEQUA FEDERATION OF TEACHERS, LOCAL 1442, AFFILIATED WITH THE AMERICAN FEDERATION OF TEACHERS, AFL-CIO (HEREINAFTER REFERRED TO AS THE FEDERATION).

WHEREAS, the Board and the Federation firmly believe that their primary objective must be to assure each boy and girl attending the Massapequa Public Schools the highest level of educational opportunities obtainable; and

WHEREAS, the Board and the Federation recognize that teaching is a profession and education is a public trust; and

WHEREAS, the Board and the Federation believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and the teachers;

IT IS AGREED AS FOLLOWS:

ARTICLE I: RECOGNITION

The Board recognizes the Federation as the exclusive representative of classroom teachers, special teachers: guidance, psychologists, library teachers, school nurse-teachers, speech teachers, remedial reading teachers and school social workers employed in the Massapequa School District.

Such exclusive recognition shall entitle the Federation to unchallenged representation status until January 1, 2005 and thereafter unless another employee organization is certified to represent the teachers under the procedures of the Public Employees Fair Employment Act.

ARTICLE II: NO DISCRIMINATION

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, or membership or participation in, or association with the activities of, any employee organization.

The Federation agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status, and to represent all employees without regard to membership or participation in, or association with the activities of, any employee organization.

ARTICLE III: SALARY

A. Teachers Salaries

1. **Term** - The salaries of teachers, except psychologists, for the school years 2002-2003, 2003-2004, 2004-2005 shall be in accordance with Exhibits "A", "B", and "C" attached hereto and made a part hereof.

B. Payment Plans

Teachers shall be paid every second Friday that school is in session during the school year at a rate of either 1/22 or 1/26 their annual salary according to their individual choice submitted in writing on forms to be supplied by the Superintendent's Office prior to the end of the school year, or upon first employment, and binding for one school year.

C. Differentials

Differentials earned shall be reflected in the paycheck received not later than the second consecutive payday following application by the teacher. Teachers who apply at the regularly designated times shall receive the full amount due them; teachers who apply after the regularly designated times shall receive that percentage of the differential equal to the percentage of their annual salary still remaining to be paid.

Effective July 1, 1973, for teachers new to the district, differentials for salary classification beyond the Master's Degree shall only be granted for graduate level credits earned after the date of conference of the Master's Degree. Inservice credit procedures shall not be affected by this provision.

In the event that official transcripts transmitted directly by the university or college are not received by the district three months after the completion of the courses, differential payments shall be withdrawn and shall not be reactivated until the second payday after the receipt of said transcripts. No repayment of moneys withheld shall be made.

D. Salary Credit -- Inservice

Inservice courses taken for salary credit must be approved in advance by the Superintendent, but said approval may not be unreasonably withheld. Up to twenty (20) inservice credits may be utilized for salary classification purposes.

E. Retirement Loan Deductions

Teachers shall be entitled, upon request made reasonably in advance, and in accordance with the rules, regulations and established procedures of the New York State Teachers Retirement System, to repay loans from the New York State Teachers Retirement System through payroll deduction.

F. Payroll Deduction - Credit Union Loan Repayment

Teachers shall be entitled, upon request made unreasonably in advance, to arrange to repay loans from the Nassau Educators' Federal Credit Union through payroll deductions.

G. Savings Bonds - Payroll Deduction Plan

Teachers shall be entitled, upon request made reasonably in advance, to arrange for the purchase of savings bonds via a payroll deduction plan.

ARTICLE IV: COACHES' SALARIES, PHYSICAL EDUCATION INTRAMURAL SALARIES AND CHAPERONE PAYMENTS

A. Coaches' Salaries and Intramural Salaries

The salaries of coaches and Physical Education intramural teachers for the school years 2002-2003, 2003-2004 and 2004-2005 shall be in accordance with Schedule B attached hereto and made a part hereof.

B. Chaperone Payments

All district-funded chaperoning assignments, including those previously paid, evening middle school functions, and graduation exercises, shall be on a paid and voluntary basis at a rate of \$57.00 per session in the school year 2002-2003, \$59.00 per session in the school year 2003-04, and, \$61.00 per session in the school year 2004-2005. Ticket sellers at athletic events shall receive \$61.00 in the school year 2002-2003, \$63.00 in the school year 2003-04, and \$65.00 in the school year 2004-05.

Seventy teachers from the elementary school shall receive the prescribed chaperone pay rate when serving as a chaperone at evening music concerts. All other evening and after-school responsibilities shall continue in accordance with Article VII A.3.

C. Athletic Championships

Effective September 1, 1998, Varsity coaches, assistant coaches, director of the band and the advisors to the cheerleaders and Chiefettes shall be paid \$150.00 for each day of actual participation by Massapequa students in sanctioned New York State Public High School athletic championships.

As to the directors and advisors referred to above, said fee shall be in lieu of and in substitution for any chaperone stipend that may have been previously paid.

ARTICLE V: FRINGE BENEFITS

A. Health Insurance

1. Effective July 1, 1968, the Board agreed to pay the full cost of health and hospital insurance coverage of the teacher's choice from existing plans. Effective July 1, 1997, teachers shall contribute 10% of the cost of premium for individual or family coverage for any of the existing plans. Said contributions shall be deducted from the second paycheck of each month in equal installments constituting 10% of the employee's contribution.

2. Declination of Coverage

- a. Teachers shall have the option to withdraw from or elect not to participate in the health and hospital insurance family plan provided they are covered under a spouse's health coverage. Teachers who exercise this option shall notify the District of their intentions in writing by June 1. Each such teacher shall receive a sum equal to 50% of the premium (hereinafter referred to as the "declination benefit") the District would have paid on his/her behalf based on the premium in effect the preceding January 1. Teachers new to the District must notify the District of their intentions within 15 calendar days following their first day of employment. Such payment shall be made in two installments, i.e., in the final paycheck in December and the final paycheck in June in the school year in which no health and hospital insurance was provided.
- b. Teachers who have withdrawn from the health and hospital insurance plan shall, upon request, be reinstated to coverage subject to the rules and regulation of the health insurance plan in effect at the time of reinstatement. If the teacher requests reinstatement during the school year for which the teacher had exercised his/her option as described in paragraph 2.a. above, the teacher shall receive a prorated portion of the declination benefit based on the premium in effect the preceding January 1.

3. Dual Coverage

Teachers whose spouses are also employed by the District and eligible for participation in the District's health and hospital insurance plan shall be entitled to only one family health and hospital plan between the two employees. Such individuals will have the following choices as regards their District-provided health and hospital coverage.

- i. One family plan, one individual plan, and no declination benefit.
- ii. Two individual plans and no declination benefit.
- iii. One family plan, no individual plan, and one declination benefit.

B. Dental Plan

The District shall contribute \$260 per employee toward the cost of individual dental insurance coverage and \$610 per employee toward the cost of family dental insurance coverage.

C. Flexible Benefits Plan

Effective May 1, 1998, the District shall participate in a flexible benefits plan as authorized by Section 125 of the Internal Revenue Code. Said plan shall be the same as is offered to other bargaining units within the District.

D. Tuition Reimbursement Plan

1. Graduate Level

Thirty (30) teachers per year shall be eligible for special tuition refund reimbursement for graduate study courses not to exceed \$800 per teacher.

- a. Applications for such graduate study shall be submitted by April 1 of the semester preceding the period the course is offered. Such submission shall be to the Building Principal for his/her recommendation and shall be approved by the Superintendent of Schools.
- b. The graduate study course work shall be related to the curriculum content or course of study for which the applicant is employed. This will not preclude the applicant from seeking certification in another area within the negotiating unit. In either event, approval of the Superintendent's Office must be obtained in advance.
- c. Requirements:
 - 1/ The applicant must receive a passing grade of at least a "B" or equivalent dependent upon the grading system of the university or college or the applicant must show evidence of achieving a "B" average in the current planned program of study.
 - 2/ The applicant must attend a recognized and accredited four year university or college except upon approval of the Superintendent's Office in advance.
 - 3/ The applicant must agree to remain in the Massapequa School District for at least one year following completion of the course.
- d. The applicant will receive upon presentation of his/her transcript and a bursar's receipt, a sum equal to the cost of the tuition, lab fees, and university fees not to exceed \$800.

- e. If, for any reason, an approved applicant cannot fulfill his/her intent to enroll in the applied for course, he/she must notify the Office of the Superintendent of Schools at least two days before the Christmas Recess.
- f. Not more than a total of 15 credits earned through the tuition reimbursement program shall be applicable to horizontal movement on the teacher's salary program.

2. Inservice Level Study

Twenty-five (25) teachers per year shall be eligible for a special tuition refund reimbursement for inservice workshop courses not to exceed \$200 per teacher.

- a. Applications for such inservice courses shall be submitted by September 15 for the first semester and December 1 for the second semester. Such submission shall be to the Building Principal for his/her recommendation and shall be approved by the Superintendent of Schools.
- b. The course or workshop shall be related to the curriculum content or course of study for which the applicant is employed. This will not preclude the applicant from applying for course work related to other school curriculum areas. In either event, approval of the Superintendent's Office must be obtained in advance.
- c. Requirements:
 - 1/ The applicant must receive a certificate of satisfactory completion and attendance from the sponsoring organization or institution.
 - 2/ The applicant will receive, upon presentation of his/her certificate or letter of satisfactory completion and a bursar's receipt, a sum equal to the cost of tuition, lab fees and university or organization fees not to exceed \$200.
- d. Pursuant to policy, not more than twenty credits earned through the tuition reimbursement program and/or independently shall be applicable to horizontal movement on the teacher's salary program.

E. Sick Leave

- 1. A teacher who suffers a personal injury in the performance of his/her assigned duties as a teacher and is absent as a result thereof shall be paid for such absent days up to the extent of his/her accumulated sick leave. Upon his/her return, his/her sick day bank will not be diminished. Such injury shall be reported immediately to the school nurse in the building.
- 2. An emergency leave without pay of one year's duration shall be granted to tenured teachers without loss of tenure for a long term illness upon certification by a qualified physician. The Board shall have the right to select its own qualified physician to examine the teacher and obtain another medical opinion at its own cost.

3. Teachers shall not be required to provide a doctor's note for sick leave absences. This shall not preclude the Board from requesting medical substantiation in individual situations.
4. Unused sick days shall be accumulated up to 180 days. The Board shall continue to provide sick day bonuses of ten days for every 50 days accumulated.

F. Unpaid Leaves of Absence

1. a. A leave of absence without pay for a minimum of one semester and a maximum of two school years may be granted to any tenured teacher with three or more years of service in the District, upon application five months prior to the effective date, and upon favorable recommendation of the Superintendent and approval by the Board, for the purpose of pursuing an approved plan of study at an accredited university or an approved plan of educational travel; or to assume local, state or national elective office or elective office in a national or state teachers' organization.
- b. One (1) year leaves of absence without pay for personal reasons may be granted to a tenured teacher with three or more years of service to the district who is on active service.
- c. Leaves of Absence noted in 1.a. and 1.b. will be considered under the following conditions:
 1. Leaves must commence as of September 1st, or February 1st of a school year.
 2. Leaves cannot be renewed or be contiguous to any other leave with the exception of child care leaves. Child care leaves, which follow personal leaves, may be granted, if requested, for a maximum period of one year under 2. of this article.
 3. Requests must be submitted to the Superintendent no later than five months prior to the effective starting date of the requested leave.
 4. Applicants will be given notice within 60 days when possible but not later than July 15th for leaves commencing on September 1st and by December 15th for leaves commencing on February 1st.
 5. Applicants state their intention to return to teaching duties in the Massapequa Public Schools.
 6. As a condition to the granting of a leave for any purpose, the teacher, no later than five months prior to the end of the leave, must notify the District in writing of his/her intention to return. In the event the teacher fails to notify the District in writing, no later than five months prior to the end of the leave, his/her failure to act may be deemed a resignation from service.Upon return from such leave, the teacher shall be placed on the step on the salary schedule for which he/she was eligible when he/she went on leave.

1. Child Care Leaves are subject to the following terms and conditions:

- a. A leave of absence without pay to care for a newborn or adopted child for a maximum period of two years from the commencement of the leave may be granted to any

tenured teacher with three or more years of service in the District who has been on active duty for at least one year, upon application and upon favorable recommendation of the Superintendent of Schools and approval by the Board, for the purpose of caring for a child whether natural or adopted by the teacher. In the case of a leave to care for an adopted child, the leave shall commence upon entry of an order by an appropriate court granting custody of the child. Child care leaves of absence for non-tenured teachers with less than three years of service to the District will be governed by Board policy.

- b. A written request for a child care leave must be submitted to the Superintendent of Schools no later than ninety (90) days prior to the date requested except in the case of an appropriate court granting adoption of the child to the teacher.
- c. A child care leave shall be of such duration that the time of return of the teacher from the leave shall coincide with September 1st or February 1st of any school year.
- d. At the time a child care leave is granted, it shall contain a specific expected date of return. The teacher shall have no right to return prior to that date. A teacher intending to return on the date specified in the leave must notify the Superintendent of that intention no later than ninety (90) days prior to the scheduled date of return.
- e. A teacher returning from a child care leave shall be placed on the step of the salary schedule for which the teacher was eligible when he/she went on leave.
- f. Two consecutive child care leaves may be granted, upon request, to a maximum of three years duration. Thereafter, requests for future leaves are subject to the one year active duty requirement set forth in Paragraph I hereof.

3.

- a. The Board reserves the right to limit the number of unpaid leaves in any school year under Sections 1. and 2. of this Article. The leaves referred to in this Article shall not be contiguous to another unpaid leave except as stated above. Teachers on unpaid leaves of absence may continue health insurance coverage if they assume both the employer and employee contributions.
- b. Approval for said leaves will be subject to:
 1. Availability of replacement substitutes.
 2. The number of teachers within a tenure area/building on leave.
 3. The percentage of the total faculty on leave.
 4. Other educational considerations.

4.

Teachers on a leave of absence for more than one year shall be responsible for maintaining professional contact with their school. Activities which address this goal may include, but not be limited to:

- Staff development meetings
- Attending District seminars and/or workshops
- Attendance at appropriate faculty meetings
- Participation on textbook selection committees

- Attendance at appropriate department or grade level meetings.
- Attendance at critical staff development programs

Prior to commencement of the leave, the teacher and principal or his/her designee shall meet to develop a plan to maintain such professional contact.

G. Personal Days

Tenure teachers shall be entitled to two personal days and non-tenure teachers shall be entitled to one personal day per year. No reason need be given when applying for personal days except when such personal days are used immediately prior to or following a holiday, vacation, or weekend. In such latter instances, the form annexed hereto as Schedule E will be completed and submitted to the Building Principal. Unused personal days shall be added to a teacher's sick day accumulation. Such accumulation shall not exceed the limits prescribed in the preceding section.

H. Life Insurance

The Board shall provide to each teacher a fully paid group term life insurance policy in the amount of \$10,000 effective as of the date of execution of this agreement.

I. Tax Sheltered Annuity Plan

Teachers shall be entitled upon request made reasonably in advance and in accordance with the rules and regulations adopted by the Board of Education to participate through a payroll deduction plan in a district tax sheltered annuities program.

J. Long Term Illness Protection Plan

Effective February 1, 1974, all teachers who have completed three or more years of continuous service in the district who have been absent from work for over twenty (20) consecutive work days due to a medically certifiable illness and who have expended their sick bank salary protection shall be eligible for coverage under the self-insured district long term illness protection plan in accordance with the following regulations and procedures:

1. Application for coverage can be arranged by contacting the District Personnel Office in advance of the last day of salary coverage.
2. The teacher shall submit by mail or messenger an application for coverage and a written report from his/her family physician concerning his/her illness. (Forms available in the District Personnel Office.

3. The application and the family physician's statement must be approved by the School District Physician. Adequate information shall be provided to allow for a consultation process between the physicians. Periodic verification of continuation of illness may be requested by the Board from the teacher and his/her physician.
4. An approved applicant will be eligible to receive coverage at his/her annual base salary per diem rate (1/200) up to a total of \$6,000 commencing on the first work day of continued illness absence that the teacher is off the payroll by virtue of having expended his or her sick leave bank. Such payment may take into account any benefits received by the teacher from Workmen's Compensation.
5. In the event that the teacher's illness extends over the summer vacation, coverage payments will cease and resume on the first working day of the new school year and shall continue to the aforementioned limit. Regular yearly sick bank allotment shall be activated upon the first day that the teacher returns to work in the new anniversary year.
6. An individual who has been on extended sick leave benefit and who suffers a relapse or a recurrence of the same illness will assume extended illness allowance at the point reached when he/she returned to duty prior to such relapse or recurrence.
7. A total yearly sum of \$60,000 shall be allocated by the Board of Education for such purposes. Total payments in any one school year shall not exceed that amount and any funds remaining shall not be accumulated or carried over.
8. Teachers who make application for a leave of absence for reasons of extended illness shall be eligible up to the limits of the plan.
9. Replenishment Clause

All teachers who have completed three or more years of continuous service in the district who have been absent from work for over twenty (20) consecutive work days due to a medically certifiable illness and who have not expended their sick bank salary protection shall be eligible for a replenishment of sick days in the school year following the medically certifiable illness in accordance with the following procedure.

Application for such coverage shall be submitted at the time of illness in accordance with Items 2 and 3 (above).

The number of days to be replenished shall be determined by dividing the teacher's 1/200 annual base salary per diem rate into \$6,000. The amount of days returned to the teacher's sick bank shall not cause the bank to exceed the total number of days credited prior to the commencement of the illness.

Such replenishment days shall not result in the teacher claiming sick day bonus allocation. Such allocation shall be computed on the days remaining in the bank at the close of the school year.

K. Bereavement Days

Effective upon ratification of this agreement, all teachers shall be entitled to up to five days of bereavement leave in connection with a death in the immediate family. Immediate family shall include: Parent, child, spouse, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, paternal or maternal grandparents, grandchild, or any other relative living in the employee's immediate household.

L. Sick Leave Bank

Effective July 1st, 2002, the parties agree to the establishment of an employee sick bank to be administered solely by the Federation in accordance with this paragraph. For the purpose of establishing such sick bank, tenured teachers, with at least 25 accumulated sick days as of September 30th, 2002 shall on that date have one sick day deducted from that accumulation. Such deduction shall be repeated on September 30th, 2003 for those tenured teachers who, on that date, have at least 25 accumulated sick days. In any given school year, should the bank fall below 300 days, the aforementioned tenured teachers shall have a further deduction of one additional sick day withdrawn from their accumulation.

Any tenured teacher who has been absent from work due to medically certifiable long-term illness or injury resulting in disability, shall be eligible to draw up to a maximum of 60 days from a sick leave bank.

Deductions and voluntary contributions by staff pursuant to this paragraph shall be under the following conditions:

1. Any day deducted or contributed voluntarily to the sick leave bank by a teacher shall be deducted from the maximum number of days (180) that may be accumulated by a teacher pursuant to Article V, Paragraph E(4) and Schedule A of this contract.
2. Voluntary contributions by staff in the last year of their employment shall be limited to a maximum of five (5) unused accumulated sick days.

In no event shall withdrawals from the bank be permitted in connection with absences during the months of July and August.

In no event shall a teacher be eligible to draw upon the bank under the following circumstances:

1. Disability resulting from worker's compensation cases;
2. Pregnancy that does not involve disability;

3. If receiving benefits pursuant to Paragraph J of this article.

The sick leave bank shall be established and administered by the Sick Leave Bank Committee as established and appointed by the Federation and the resolution of any disputes as to the allocation of days to eligible teachers shall be determined by and be the responsibility of the said Sick Leave Bank Committee. The Board shall have no responsibility nor obligation with respect to the administration of the sick leave bank, nor to the manner of allocation of days to the eligible teachers.

ARTICLE VI: SCHOOL YEAR

A. School Year Opening

1. The length of the school year is legally prescribed as September 1 to June 30.
2. All teachers except guidance counselors shall report to the Building Principal on the first Tuesday or the first Wednesday after Labor Day.
 - a. Orientation meetings for new to the district teachers shall be conducted on the Tuesday or Wednesday following Labor Day.
 - b. Teachers shall, under the direction of the Building Principal, pursue such activities that are normal and reasonable for the opening of the school year. These activities are to include such meetings and district wide departmental meetings that are consistent with the requirements of the teacher's assignment.
 - c. Classes shall begin the Wednesday or Thursday following Labor Day.

B. Superintendent's Conference Day

The Superintendent's Conference Days will be held on school days established by the Superintendent of Schools.

C. Examination Periods

The assignment of normal teacher duties and responsibilities during the midyear and end of year Regents and final examinations shall be subject to the direction of the Building Principal.

D. School Year Closing

The final school day for all teachers except guidance counselors shall be the school day following the State Regents Rating Day.

1. Teachers shall attend a general convocation of the faculty to record missing marks and final grades on permanent record cards.
2. Clearance procedure shall begin as early as possible at the senior high school level. The General Office shall be open until five p.m. in the event assistance is necessary to teachers to facilitate the clearance process.
3. Elementary students shall be dismissed one hour early on the last three days prior to the last day of the school year. All kindergarten sessions shall be reduced by one-half hour on each of these three days. Such reduction in student attendance time shall not reduce teacher lunch periods and/or teacher preparation periods unless modified by mutual agreement between the Federation building representative and the Building Principal.

E. School Calendar

The school calendar for the forthcoming school year shall consist of 180 school days, one (1) orientation day, one (1) or two (2) Superintendent's Conference Days, one (1) reserve day. Effective for the 1998-99 school year and thereafter, the Board of Education may annually elect to convert the second Superintendent's Conference Day to an additional day of student attendance, thus providing for 181 days of instruction and one Superintendent's Conference Day. The reserve day will be tentatively scheduled as a holiday unless weather or other circumstances require the scheduling of a regular school day.

The school calendar for the 2002-2003, 2003-2004 and 2004-2005 school years shall be consistent with the foregoing formula. Consultation meetings concerning the reserve day and the 2003-2004, and 2004-2005 calendar shall be held by the Superintendent of Schools and/or designee and the Federation President or designee prior to April 15.

In no event shall teachers work less than the required number of days for which the District is entitled to full State Aid apportionment. Should additional days be necessary, the Superintendent and/or his designated representative shall consult with the Federation as to the scheduling of the day.

The Board will provide the next year's calendar by June 1.

Notwithstanding the foregoing, in the event that the State Education Department requires additional Superintendent's Conference/Staff Development day or days, the parties agree to add such days to the aforementioned school calendar.

ARTICLE VII: TEACHER'S DAY

A. Length of Day

1. Except as otherwise provided herein, the teacher's day shall be as follows:

The work day for teachers shall be seven (7) hours at the elementary level and seven (7) hours ten (10) minutes at the secondary level.*

Teachers may be assigned different sign in/sign out times with the framework of the present length of the teacher's day. Teacher program assignments made under these circumstances after the close of the regular school day shall not include assignment to a duty period except to the extent that they were in existence prior to the 1974-75 agreement.

Teachers at the secondary level, who work full time in a building in which there is a nine period day, shall be assigned to a professional period in addition to the regularly scheduled preparation period. The activities to be performed on any given day during this professional period shall be determined by the building principal in accordance with Article IX, Paragraph H of this contract to a maximum of five (5) periods in each two week cycle. During the remaining professional periods, the individual teacher shall select specific activities in accordance with Article IX, Paragraph H. The principal shall provide the teacher with one day's notice of his intent to assign said teacher to specific activities during a particular professional period.

At the elementary level, a professional period shall be established within the teacher day, but outside the student day. The activities to be performed on any given day during this professional period shall be determined by the building principal in accordance with Article IX, Paragraph H of this contract except that in addition, extra help for students in a teacher's classes and grading of assessments also shall be considered authorized professional activities. The principal's right to determine the specific activities to be performed as set forth herein shall be limited to a maximum of five (5) periods in each two week cycle. During the remaining professional periods, the individual teacher shall select specific activities in accordance with Article IX, Paragraph H including extra help and grading of assessments as set forth above.

*In the event the kindergarten program continues on a half day basis, the work day of kindergarten teachers shall be six (6) hours and twenty (20) minutes. In the event that the Board of Education determines to implement an extended or full day kindergarten program, the workday for kindergarten teachers shall be seven (7) hours. Under such circumstances, kindergarten teachers shall be entitled to lunch periods and preparation periods to the same extent as exist for teachers Grades 1 through 6 and shall be obligated to participate in professional periods to the same extent as such teachers.

2. Teachers may leave the building in accordance with the following guidelines.
 - a. At the discretion of the Building Principal, reasonably exercised, teachers who have scheduled preparation periods (excluding the professional period referred to at Article VII, Paragraph A and Article IX, Paragraph H of this contract) at the end of the school day may

leave the building for the day prior to regular student dismissal time when a specific need arises and when their assignments are completed and they have no scheduled professional responsibility as outlined in paragraph 3 of this section. A specific request to leave the building prior to regular student dismissal time shall be separately made for any particular day or pattern of days.

- b. Teachers may leave the building during lunch or preparation periods. Teachers shall notify the Building Principal or his/her designated representative when they leave and return.
 - c. Notwithstanding the foregoing, the Building Principal may require teachers to remain in the building until regular sign-out time in an emergency or other situation where the immediate needs of the educational program require the teacher to be present in the building.
3. Faculty, department and committee meetings; parent conferences; extra help for pupils; and evening meetings related to the school program are recognized as part of a teacher's professional responsibility. Past practice shall continue with respect to the scheduling of these activities, except that as to extra-help, all secondary teachers including guidance counselors, school psychologists, social workers and all other members of the certified staff, shall be obligated to provide one full period of extra-help per week after normal teacher dismissal pursuant to a schedule to be developed by the building principal in consultation with individual teachers. During this period, teachers shall be required to provide extra-help to students from within their departments as to subjects for which they are certified and which they have taught in the District.
 4. A two-hour evening parent-teacher conference shall be scheduled during the fall semester for all elementary teachers, except special subject teachers. Such conference shall begin at 7:00 P.M. on a day regularly scheduled for parent conferences, and shall be in addition to such daytime parent conferences. Parent appointments at such evening conference shall be determined by a schedule arranged between the teacher and parents.
 5. Teachers shall be required to attend annually up to fifteen (15) hours of staff development instruction which shall occur after the conclusion of the work day. No staff development instructional period shall commence later than 15 minutes after the close of the teacher work day in the building of the latest scheduled school participating in the session. Staff development will be provided in one or two hour blocks. Attendance will be required on dates established by the Superintendent of Schools and will be scheduled by department, grade level or building. The Superintendent of Schools shall provide at least four (4) weeks notice of each required staff development session.

A committee with an equal number of representatives of the Federation and the District shall be convened on or about April 1 of each year to make recommendations to the Superintendent with respect to the implementation of this provision. The number of representatives of each party shall not be fewer than four. The committee shall make its recommendation no later than May 30.

B. Faculty and Department Meetings

Faculty and department meetings shall generally be scheduled to conclude within sixty (60) minutes of stated start time unless notification of a longer meeting is provided seven days in advance of the meeting date.

It is understood that, when practical, a printed message should be substituted for a meeting.

Topics for such meetings shall be related to the operations of the school or district and the professional responsibilities of the staff.

An agenda outlining major topics for the meeting should be provided at least twenty-four (24) hours in advance, when practical.

Meetings shall generally be scheduled on Tuesdays unless emergency situations or critical time-sensitive topics require meeting on another day. In such a case, the staff will be provided with reasonable notice.

C. No teacher shall be required to sign in by time in any school within the district.

ARTICLE VIII: TEACHER PROGRAMS

A. Determinations

Teacher programs shall be determined as follows:

1. Elementary Classroom/Special Subject Teacher Preference Procedure

By May 15th teachers will be informed of the plans, goals and needs for the coming school year for their building. Teachers shall be given the opportunity to fill out preference sheets for the available assignments, and to discuss their preferences with the principal or supervisor. Subject to the provisions referred to below, assignments will be made in order of seniority, providing qualifications are similar. However, assignments which are difficult or easy shall be rotated.

Preference procedures in the elementary schools shall continue as follows:

- a. After being advised of the plans, goals and needs of the building, teachers shall have the opportunity to submit their preference sheets to the building principal for assignments within the building. Teachers shall advise the principal of their second and third preference for informational purposes.

- b. Subject to the provisions referred to below, preference of teachers shall be honored in seniority order. Seniority herein means initially, seniority in assignments currently held, then District-wide seniority.
- c. Notwithstanding the foregoing and except as provided in subparagraphs 1 and 2, the District shall have the right to deny the preference of any teacher for sound educational reasons that are not arbitrary or capricious.
 - 1/ In the event that the District denies a teacher's preference for his/her current assignment for any school year, the teacher may not thereafter prefer the denied assignment without the consent of the District. For the school year following the school year for which there was a denial of a preference for a current assignment:
 - (a) The teacher shall have a right to continue in the previous year's assignment and may not be preempted therefrom for that year (hereinafter the "limited preference").
 - (b) A teacher who does not elect such limited preference may request an alternate assignment for that year (hereinafter the "alternate assignment").
 - (c) Such request for an alternate assignment may be denied by the Principal whose decision shall not be subject to the grievance procedure of the contract.
 - (d) In the event that the teacher's request for an alternate assignment is denied, the teacher shall again have the right to assert a limited preference to continue his/her then current assignment for that year.
 - (e) In the event such a request for an alternate assignment is denied and the teacher elects not to assert his/her right to the limited preference referred to herein, he/she shall be subject to assignment by the Principal, which assignment shall not be subject to the grievance procedure of the contract.
 - (f) The denial by the Principal of a teacher's request for an alternate assignment for that year shall not be considered a preemption and shall not result in the loss of the teacher's right to prefer said assignment in the future.
 - (g) A teacher whose original preference for a current assignment has been denied (year 1) and who remains in his/her assignment for a second school year pursuant to the limited preference referred to herein (year 2) shall have the right for the following year (year 3) to prefer any available assignment other than the original current assignment which he/she had preferred and been denied. For that year, the District shall not have the right to deny the teacher's preference for any available position for which he/she has seniority.
 - (h) A teacher whose original preference for a current assignment has been denied (year 1) and whose request for an alternate assignment in the following year (year 2) has been

granted, shall be considered to be in an original assignment for that year and subject to preemption thereafter in accordance with the provisions of this paragraph.

- 2/ In the event that the District denies a teacher's preference for a vacant position to which he/she would be otherwise entitled by virtue of seniority and assigns the teacher to remain in his/her current assignment, the teacher shall be precluded from preferring the denied position in subsequent years without the consent of the District. In the event that the District denies a teacher's preference for a vacant position to which he/she would otherwise be entitled by virtue of seniority and does not assign the teacher to his/her current assignment, the teacher shall be precluded in the future from preferring the current assignment without the consent of the District, but shall not be precluded in the future from preferring the above referred to vacant position. For the school year following the school year for which there was a denial of preference for a vacant position:
- (a) The teacher shall have a right to continue in the previous year's assignment and may not be preempted therefrom for that year (hereinafter the "limited preference").
 - (b) A teacher who does not elect such limited preference may request an alternate assignment for that year (hereinafter the "alternate assignment").
 - (c) Such request for an alternate assignment may be denied by the Principal, whose decision shall not be subject to the grievance procedure of the contract.
 - (d) In the event that the teacher's request for an alternate assignment is denied, the teacher shall again have the right to assert a limited preference to continue his/her then current assignment for that year.
 - (e) In the event such a request is denied and the teacher elects not to assert his/her right to the limited preference referred to herein, he/she shall be subject to assignment by the Principal, which assignment shall not be subject to the grievance procedure of the contract.
 - (f) The denial by the Principal of a teacher's request for an alternate assignment for that year shall not be considered a preemption and shall not result in the loss of the teacher's right to prefer said assignment in the future.
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- (g) A teacher whose original preference for a vacant assignment has been denied (year 1) and who remains in his/her assignment for a second school year pursuant to the limited preference referred to herein (year 2) shall have the right for the following year (year 3) to prefer any available assignment other than the original current assignment which he/she had preferred and been denied. For that year, the District shall not have the right to deny the teacher's preference for any available position for which he/she has seniority.

- (h) A teacher whose original preference for a vacant assignment has been denied (year 1) and whose request for an alternate assignment in the following year (year 2) has been granted, shall be considered to be in an original assignment for that year and subject to preemption thereafter in accordance with the provisions of this paragraph.
- (i) The parties agree that the rights set forth herein are only applicable to the most senior teacher whose preference for each vacant position is denied.
- d. In the event two teachers wish to exchange their current assignments held, and such exchange is approved by the principal, such exchange will be for a one-year period. Such exchange shall be effected and the teachers so exchanged shall be returned to their original assignments at the end of the year of exchange under the same conditions and status as though there had been no exchange.
- e. Tentative Grade level assignments for the coming school year shall be posted by June 1st of each year.
- f. In the event that the District denies a senior teacher's preference, the teacher may request a written statement of reasons for the preemption. Such statement will be provided within ten (10) days of the request therefor.
- g. In the event that a teacher is dissatisfied with his/her tentative teaching assignment, he/she shall request a meeting with the building principal and union representative together within five (5) school days of receipt by the teacher of the tentative assignment. The meeting shall occur within 3 school days. If the matter has not been resolved to the satisfaction of the teacher or Union, either may file a grievance. In the event that a grievance is filed the Union shall have the right to schedule the matter for expedited arbitration pursuant to Article XXII. In such event the arbitrator's authority shall be limited as set forth at Paragraph c hereof.
- h. If a teacher wishes to keep his/her preference sheet active after June 15th, he/she will notify his/her building principal before he/she leaves.
- i. In the event that a leave of absence, resignation, retirement, or transfer occurs after June 15th or a new class is formed, the building principal may assign a teacher in accordance with the preference procedure, or may opt to make the assignment on a temporary basis. In this event, the replacement teacher shall not receive seniority credit and the assignment, if continued, will become available in the ensuing year's preference procedure.

2. Middle School and Senior High School Department/Special Subject Preference Procedure

a. General Procedures

- 1/ Teacher preference sheets shall be distributed on or before April 8th of each school year.
(May 5th for 1998 only)

- 2/ After being informed of the tentative plans, goals, and needs of the building, and the approximate number of sections anticipated, teachers shall have the opportunity to submit preference sheets to the building principal for assignments within the building.
- 3/ Tentative assignments for the following year shall be distributed by May 15th of each school year.

b. Selection Guidelines

- 1/ A teacher preference for a grade level and/or subject assignment shall be honored for two of the five assigned periods on the basis of seniority provided ability is similar.
- 2/ Seniority herein means initially seniority in assignments currently held (2 periods), then District-wide seniority. The aforementioned non-rotated assignments (2 periods) are initially assumed to continue with the teacher who currently holds the assignment so long as he/she prefers to continue. The remaining assignments in a teacher's schedule (3 periods) shall be assigned without regard to the preference procedure at the discretion of the principal.
- 3/ New assignment preferences that become available through transfer, resignation, change of preference, leave of absence of a teacher holding the assignment, and/or added sections, shall be filled upon the written recommendation of the building principal. Such recommendation will not be unreasonably withheld. If recommendations and ability are similar, current assignment will prevail.
- 4/ Honors classes shall be rotated every three (3) years when a teacher or teachers designate a preference for the assignment. In such instances, the assignment will be filled upon the written recommendation of the building principal. Such recommendation shall not be unreasonably withheld. When two or more candidates are being considered and the recommendations and ability are similar, current assignment seniority will prevail.

Notwithstanding any policy or past practice to the contrary, teachers of Honors and Advance Placement classes shall be assigned to five teaching periods daily except as to classes designated as Advanced Placement, for which an AP examination is given that year, during the first year that a teacher is assigned to teach a particular Advanced Placement class in his/her career, said teacher shall be assigned to only four daily teaching periods. Classes distinguished for example by such designations as AB/BC shall not be considered as different classes so as to require a reduction in class assignments pursuant to this paragraph.

- 5/ For the purposes of scheduling, chairpersons shall have first choice rights on all available assignments in accordance with their teaching seniority. Such assignments shall be governed by rotational requirements. Teachers vacating an honors assignment shall reclaim full assignment rights in accordance with their previous current assignment seniority.

- 6/ C-track/G-track classes will be rotated annually or, if that is not feasible, as often as possible, among all teachers but expressed preference for this assignment shall be honored wherever possible.
- 7/ A teacher who institutes the proposal of a new course in accordance with the procedures defined by the Assistant Superintendent of Instruction may be granted preference for one section or class should the new course be approved and instituted. Such assignment shall require the recommendation of the principal. Such recommendation shall not be unreasonably withheld. Any classes initially or thereafter acquired by such teacher shall be considered as a current assignment held.
- 8/ In the event two teachers wish to exchange their current assignments held, and such exchange is approved by the principal, such exchange will be for a one-year period. Such exchange shall be effected and the teachers so exchanged shall be returned to their original assignments at the end of the year of exchange under the same conditions and status as though there has been no exchange.

c. At the end of the school year, the following provisions regarding preference sheets will exist:

- 1/ If a teacher wishes to keep his/her preference sheet active for two (2) assignments after the close of the school year, he/she will notify his/her building principal before he/she leaves. Requests will be honored for only total programs that become available after assignments are made.
- 2/ New assignments that become available after July 4 will be filled on a temporary basis with no accrual of assignment seniority unless the teacher had advised the principal to retain his/her preference sheet as mentioned heretofore and the teacher had written recommendation of the principal and the appropriate seniority for the assignment.

d. Preemption Procedure

Notwithstanding the foregoing and except as provided in subparagraphs 1 and 2, the District shall have the right to deny the preference of any teacher for sound educational reasons that are not arbitrary or capricious.

- 1/ ~~In the event that the District denies a teacher's preference for his/her current assignment~~ for any school year, the teacher may not thereafter prefer the denied assignment without the consent of the District. For the school year following the school year for which there was a denial of a preference for a current assignment:

- (a) The teacher shall have a right to continue in the previous year's assignment and may not be preempted therefrom for that year (hereinafter the "limited preference").

- (b) A teacher who does not elect such limited preference may request an alternate assignment for that year (hereinafter the "alternate assignment").
 - (c) Such request for an alternate assignment may be denied by the Principal, whose decision shall not be subject to the grievance procedure of the contract.
 - (d) In the event that the teacher's request for an alternate assignment is denied, the teacher shall again have the right to assert a limited preference to continue his/her then current assignment for that year.
 - (e) In the event such a request is denied and the teacher elects not to assert his/her right to the limited preference referred to herein, he/she shall be subject to assignment by the Principal, which assignment shall not be subject to the grievance procedure of the contract.
 - (f) The denial by the Principal of a teacher's request for an alternate assignment for that year shall not be considered a preemption and shall not result in the loss of the teacher's right to prefer said assignment in the future.
 - (g) A teacher whose original preference for a current assignment has been denied (year 1) and who remains in his/her assignment for a second school year pursuant to the limited preference referred to herein (year 2) shall have the right for the following year (year 3) to prefer any available assignment other than the original current assignment which he/she had preferred and been denied. For that year, the District shall not have the right to deny the teacher's preference for any available position for which he/she has seniority.
 - (h) A teacher whose original preference for a current assignment has been denied (year 1) and whose request for an alternate assignment in the following year (year 2) has been granted, shall be considered to be in an original assignment for that year and subject to preemption thereafter in accordance with the provisions of this paragraph.
2. In the event that the District denies a teacher's preference for a vacant position to which he/she would be otherwise entitled by virtue of seniority and assigns the teacher to remain in his/her current assignment, the teacher shall be precluded from preferring the denied position in subsequent years without the consent of the District. In the event that the District denies a teacher's preference for a vacant position to which he/she would otherwise be entitled by virtue of seniority and does not assign the teacher to his/her current assignment, the teacher shall be precluded in the future from preferring the current assignment without the consent of the District, but shall not be precluded in the future from preferring the above-referred to vacant position. For the school year following the school year for which there was a denial of preference for a vacant position:
- (a) The teacher shall have a right to continue in the previous year's assignment and may not be preempted therefrom for that year (hereinafter the "limited preference").

- (b) A teacher who does not elect such limited preference may request an alternate assignment for that year (hereinafter the "alternate assignment").
 - (c) Such request for an alternate assignment may be denied by the Principal, whose decision shall not be subject to the grievance procedure of the contract.
 - (d) In the event that the teacher's request for an alternate assignment is denied, the teacher shall again have the right to assert a limited preference to continue his/her then current assignment for that year.
 - (e) In the event such a request is denied and the teacher elects not to assert his/her right to the limited preference referred to herein, he/she shall be subject to assignment by the Principal, which assignment shall not be subject to the grievance procedure of the contract.
 - (f) The denial by the Principal of a teacher's request for an alternate assignment for that year shall not be considered a preemption and shall not result in the loss of the teacher's right to prefer said assignment in the future.
 - (g) A teacher whose original preference for a vacant assignment has been denied (year 1) and who remains in his/her assignment for a second school year pursuant to the limited preference referred to herein (year 2) shall have the right for the following year (year 3) to prefer any available assignment other than the original current assignment which he/she had preferred and been denied. For that year, the District shall not have the right to deny the teacher's preference for any available position for which he/she has seniority.
 - (h) A teacher whose original preference for a vacant assignment has been denied (year 1) and whose request for an alternate assignment in the following year (year 2) has been granted, shall be considered to be in an original assignment for that year and subject to preemption thereafter in accordance with the provisions of this paragraph.
 - (i) The parties agree that the rights set forth herein are only applicable to the most senior teacher whose preference for each vacant position has been denied.
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- e. In the event that the District denies a senior teacher's preference, the teacher may request a written statement of reasons for the preemption. Such statement will be provided within ten (10) days of the request therefor.
 - f. In the event that a teacher is dissatisfied with his/her tentative teaching assignment, he/she shall request a meeting with the building principal and union representative together within five (5) days of receipt by the teacher of the tentative assignment. The meeting shall be scheduled within 3 school days. If the matter has not been resolved to the satisfaction of the

teacher or union, either may file a grievance. In the event that a grievance is filed, the Union shall have the right to schedule the matter for expedited arbitration pursuant to Article XXII. In such event, the arbitrator's authority shall be limited as set forth at Paragraph d hereof.

B. Elementary Programs

1. Lunch and Preparation Periods

- a. Kindergarten teachers shall have a 35 minute duty free lunch period daily.
- b. Special teachers shall have a forty minute lunch period and a total of forty minutes of preparation per day.
- c. Classroom teachers shall have a guaranteed minimum of four 40 minute lunch periods and one 30 minute lunch period per week, exclusive of passing time. Where building schedules can be arranged to provide five 40 minute periods per week, such assignments will be made wherever administratively possible.

First, second, third, fourth, fifth, and sixth grade teachers will be assigned at least four 40 minute professional preparation periods per week.

Teachers at McKenna and R.J. Lockhart Elementary Schools in grades one through six shall be assigned to a fifth 30 or 40 minute preparation period per week. However, no teacher shall receive less preparation time than he/she received during the 1979-1980 school year.

In all other elementary schools, teachers in grades one through six shall be assigned one additional 40 minute preparation period every other week.

In subsequent years, when annual scheduling and program limitations permit an expansion of the East Lake, Fairfield, Birch Lane and Unqua Schools' preparation assignments stated heretofore, teachers shall be assigned an additional preparation period per week (5) of 30 or 40 minutes.

2. Supervision Assignments

- a. Teachers shall not be assigned to cafeteria or playground duty except for the minimum number required to supervise the area and the aides performing such duties.
- b. In assigning teachers to supervision duties:
 - 1/ Supervision may be scheduled either on a daily or weekly basis. In all cases, schedules shall be assigned in as equitable a manner as possible. Consultation with the Federation Building Committee shall be scheduled during the year to review scheduling alternatives for the following year.

- 2/ Teachers eligible under these rules to be assigned to supervision shall be assigned in manner which services best to make the sum of the lunch time and preparation time of all teachers in the building as nearly equal as possible, except when the provisions of the paid cafeteria/playground plan are in effect.

3. Pay Plan for Elementary School Cafeteria/Playground Duty

The district agrees to establish a pay plan for elementary teachers assigned cafeteria/playground duty. Teachers shall be compensated at a rate of ...

\$153	1 day per week annual 20 minute assignment
\$307	2 days per week annual 20 minute assignment
\$460	3 days per week annual 20 minute assignment
\$613	4 days per week annual 20 minute assignment
\$767	5 days per week annual 20 minute assignment

2003-2004 - \$158; \$318; \$476; \$634; \$793.

2004-2005 - \$163; \$328; \$491; \$655; \$819.

If a teacher is assigned on the basis of 40 minutes the foregoing stipend shall be doubled. If a teacher is assigned in excess of 20 minutes, the rate of compensation shall be prorated.

The building principal shall announce the availability of the stipend to the staff on or about June 1 of each school year. Teachers interested in the assignment shall notify the principal in writing. Teachers shall be selected from among teachers that the principal deems satisfactory for the assignment. Should insufficient teachers apply or should there not be a sufficient number of satisfactory candidates the principal shall have the right to assign teachers to cafeteria/playground duty. Involuntary assignment to such duty shall be rotated annually among the staff.

C. Secondary Program

1. Basic Programs

- Teachers at the secondary level in academic areas shall have no more than five teaching periods, a preparation period, a lunch period and a duty period per day.*
- Teachers in nonacademic areas shall teach no more than six periods per day and shall have a preparation period and a lunch period.*
- Effective September 1, 1994, special subject teachers at the middle school level, except library teachers, shall be assigned to a teaching program consisting of no more than five

teaching periods. Effective September 1, 1995, special subject teachers at the senior high school level, except library teachers, shall be assigned to a teaching program consisting of no more than five teaching periods. Therefore, on the appropriate effective date, teachers covered by this provision shall have the same basic program as in "a" above.

*See Reference Article VII A.1. - Nine Period Day

- d. Secondary teachers may be assigned to a homeroom period in addition to their regular program. No teacher with six instructional periods shall be assigned to a homeroom duty unless he/she expresses a preference for such duty or unless there are not enough teachers with fewer than six periods (exclusive of those whose programs exempt them from homeroom duty) to staff the homerooms. Involuntary assignments to homeroom duty of teachers with six instructional periods shall be rotated annually.
- e. Wherever possible, teachers new to the district and all teachers of English and of Social Studies shall have no more than two preparations per day unless otherwise voluntarily requested by the teacher. It is agreed that new curriculum additions and/or electives shall be exempt from the foregoing except that the Building Principal shall make reasonable efforts to provide two preparations in instances where facilities and scheduling permit.

2. Consecutive Assignments

In secondary schools there shall be no more than three consecutive periods of teaching assignments during the school day in academic areas, and wherever operationally possible teachers shall not be assigned more than three consecutive duty and/or laboratory and/or teaching periods. In nonacademic areas there shall be no more than three consecutive teaching assignments during the school day so long as facilities and scheduling permit and unless otherwise voluntarily requested by the teacher.

3. Room Assignments

Secondary teachers shall be assigned to no more than two rooms for teaching duties so long as scheduling and facilities permit.

4. Pay Plan for Secondary School Cafeteria Duty

The District agrees to retain a pay plan to provide for a special \$1,534 per annum stipend in the school year 2002-2003, \$1,587 in 2003-2004, and \$1,638 in 2004-2005 for secondary school teachers assigned cafeteria duty. The Building Principal shall announce the availability of the stipend to the staff on or about April 1 of each school year. Teachers interested in being considered for the assignments shall notify the Building Principal in writing. Twelve teachers at Berner Middle High School and three teachers at Massapequa High School* shall be selected from among candidates the principal deems satisfactory for the assignment. Should insufficient teachers apply or should there not be a sufficient number of satisfactory candidates, the principal

shall have the right to assign teachers to cafeteria duty. Involuntary assignment to cafeteria duty shall be rotated annually among eligible staff.

A per diem deduction of 1/200 of the stipend will be made from an assigned teacher who is absent for any reason for five or more consecutive school days. This deduction will commence with the sixth day of absence. In the event of the absence of such assigned teacher, the Building Principal shall not be obligated to appoint a replacement from among the regular staff except in the case of a prolonged absence of the regularly assigned teacher. In such a case, teachers whose schedules permit shall be given the option to volunteer for the cafeteria assignment and paid at a rate of 1/200 of the stipend for each day assigned.

*MHS - Three (3) assignments may be increased by mutual agreement.

5. Secondary Library Teacher Differentials

Secondary library teachers shall be provided a differential when they are assigned to a teaching program consisting of 6 teaching periods a day/5 days per week. Teachers assigned on a daily basis for a semester shall be afforded 50% of the differential. The differentials are as follows:

Secondary Library Teachers

2002-2003 = \$677

2003-2004 = \$700

2004-2005 = \$723

6. Relief from Duties

a. Berner Middle School

1/ Campus Patrol

The administration shall have the right to assign teachers to campus patrol duty periods during the school day. Such right established in January 1974 shall not diminish or increase the rights of either party under the agreement concerning other duties.

2/ Other Relief

P.M. bus area, bridge duty, and teacher aide supervision assignments shall be limited to two teams of four (4) teachers per team whose services will be rotated throughout the year. Teachers assigned to such duty shall sign in ten (10) minutes later than the normal building sign-in time.

b. Massapequa High School

1/ Campus Patrol

The administration shall have the right to assign teachers to campus patrol duty periods during the school day. Such right established in January 1974 shall not diminish or increase the rights of either party under the agreement concerning other duties.

2/ Other Relief

P.M. bus area and teacher aide supervision shall continue to be limited to five teachers who shall be rotated on a weekly basis.

7. No Additional Nonteaching Duties

On the secondary level no additional nonteaching duties shall be assigned to any teacher because of the reduction in the extent of duty time by the employment of additional aides.

8. Elimination of Second Homeroom in Middle School

The second homeroom period shall be eliminated at the middle school level.

9. Relief from School Wide Detention Duty in Middle School

Middle School teachers shall be relieved of school wide detention duty.

10. Rotation of Remaining Nonteaching Duties

All remaining nonteaching duty assignments shall be rotated among teachers annually. Consultation between the Federation Building Representative and the Building Principal shall be scheduled to review the implementation of a more frequent than annual duty rotation procedure.

ARTICLE IX: PROFESSIONAL ROLE

A. Use of Mailboxes

Teacher organizations shall have free access to and use of teacher mailboxes. Such use shall be in accordance with the guidelines set forth in Schedule F attached hereto and made a part thereof.

B. Determination of Grades

A student's grade shall be determined by the teacher in a manner consistent with normally accepted grading procedures, subject to supervisory review in the event of arbitrary judgment or arithmetical error. Should the principal or the immediate supervisor wish to question the determination of the teacher, he/she will consult the teacher with a view toward resolving any question.

C. Ten Week Marking Periods

All district schools shall have a ten week marking period. At the end of the five week intervals, teachers shall review each student's progress. If a student is failing or in the discretion of the teacher a notice is advisable, the teacher shall issue a mid-quarter appraisal to the parent. Duplicate copies are to be filed with the Building Principal.

The practice of requiring that senior high school teachers conduct parent report card conferences the Monday following the issuance of each ten week report card shall be discontinued. Teachers shall be responsible for providing for individually scheduled after school parent-teacher conferences (to be arranged on a mutually convenient day and time).

The practice of requiring that middle school teachers conduct parent report card conferences the Tuesday following the issuance of each ten week report card shall be discontinued. Teachers shall be responsible for providing for individually scheduled after school parent-teacher conferences (to be arranged on a mutually convenient day and time).

D. Personnel Files

Teachers shall have full access to their personnel files.

Teachers shall be notified in writing when additions or deletions are made to their personnel files. The teacher shall be given an opportunity to examine such materials and to append any materials or statement he/she may wish to the materials in his/her file.

No disciplinary letter shall be made part of a teacher's file prior to the teacher being notified and afforded an opportunity, either on his/her own or if requested through the Federation with the Federation being present, to have a conference to review said material. If, in the opinion of the Administration, after said conference, it is still to be made part of the file, the provisions of this section shall be applicable.

Materials of a derogatory nature, if untrue, shall be removed from a teacher's personnel file.

E. Educational Advisory Committee

The Educational Advisory Committee (EAC) consisting of five teachers appointed by the Federation and five administrators and/or supervisors appointed by the Board shall continue to function in the area of educational policies and practices.

The EAC shall meet monthly to discuss and study subjects mutually agreed upon relating to the district in addition to those subjects referred to it by the provisions of this agreement.

The Committee shall establish its own rules of procedure and shall provide for a rotating chairperson who will be responsible for the arrangements and conduct of meetings.

The EAC may establish committees, responsible to it and having equal numbers of teachers appointed by the Federation and administrators and/or supervisors appointed by the Board, to study and report to the EAC upon mutually agreed upon subjects.

The EAC shall be without authority to enter into negotiations, to change any provisions of this contract and, except as specifically provided in this contract, to make a final determination with respect to any matter affecting wages, hours, or terms and conditions of employment. It shall be responsible to the parties to this contract and shall issue written reports to the Superintendent and to the Federation, no later than February 1st covering all areas of its concern. Any opinions or conclusions of the Committee shall not be binding on the parties, but they are to be guided by its recommendations.

F. Standardized Examinations

Effective November 1, 1968, the Massapequa-Berner standardized examinations were eliminated upon establishment of agreed on guidelines to replace them. This will continue during the term of this agreement.

G. Curriculum Committee

In the event that the district organizes a curriculum committee comprised of teachers to work either during the summer or during the school year, the district shall post the positions in accordance with the agreement. The notice posted shall include:

- a. the areas and specific nature of work required;
- b. the numbers and qualifications of teachers required to do the work;
- c. whether the work will be done during the summer;
- d. The salary to be paid.

Qualified applicants shall be considered by the administration and the positions shall be filled by either district-wide or building-wide seniority from among candidates with similar abilities.

On or before March 1, teachers may submit individual or group proposals relating to summer curriculum development or research projects. The written proposal shall be submitted to the Assistant Superintendent of Schools and shall include a full description of the goals and objectives of the project, its length and the supplies necessary. It is suggested that teachers interested in developing a project initially seek an appointment with the Assistant Superintendent to informally discuss the project.

Such project shall require the recommendation of the Superintendent of Schools and approval of the Board of Education.

Compensation shall not exceed the rates listed in the Summer School Salary Schedule. Lesser amounts shall be provided on a proportionate basis dependent upon the nature of the project.

H. Professional Period

Effective September 1993, teachers at the secondary level, who work full time in a building in which there is a nine period day, shall be assigned to a professional period in addition to the regularly scheduled preparation period. Appropriate activities for the professional period shall include, but not be limited to, the following: long range and unit planning; construction of teacher and departmental tests; review, evaluation and selection of educational materials; parent conferences; consultation with professional support staff; peer coaching; team meetings; presentations by guest speakers; discussion of ideas for new programs and/or revisions in current programs; observation of a colleague's methods and techniques in actual classroom situations when mutually agreed to by both teachers. The District and the Federation recognize that teaching involves participation in professional activities. Therefore, all teachers covered by this provision, shall engage in some type of professional activity during the school year.

ARTICLE X: TEACHER EVALUATION

- A. The primary purpose of this article is to provide for a planned program of teacher evaluation that seeks to improve the instructional program. The effective use of conferences, observations, demonstration lessons and departmental seminars are appropriate techniques toward this goal.

B. Program for Teacher Evaluation

<u>Year of Service</u>	<u>Number of Official Observations per Year</u>	<u>Number of Written Evaluations per Year</u>
1,2	6	3
3	6	2
4 and beyond	1 to 3	1

The above guidelines shall not be exceeded except when:

1. Reasonable evidence exists that the teacher's performance requires additional official observation. The supervising person shall use such additional observation to assist and guide the teacher in correcting his deficiencies.
2. A request for additional observations is made by the teacher.
3. When the official evaluation observations of a teacher in the fourth year and thereafter results in insufficient information or inaccurate information for a correct evaluation.

In such instances, the observer shall schedule a conference with the teacher to discuss the matter and to arrange for a mutually convenient date and time for additional observations.

C. Classroom Visitations

Additional visits to the classroom may be conducted when there is a need for classroom evaluation of materials, equipment or instructional methods. In such instances, the administrator or supervisor shall first arrange with the teacher as to the date, time and other conditions appropriate for making such visit. These visitations shall not be utilized to judge the performance of the teacher.

ARTICLE XI: FILLING POSITIONS

A. Job Descriptions

1. Each building administrative office shall have available for the use of teachers a description of the job and of the qualifications required for Superintendent and Assistant Superintendent.
2. In those buildings where the positions exists, each building administrative office shall have available for the use of teachers a description of the job and of the qualifications required for department chairperson, director, supervisor, coordinator, guidance counselor, attendance officer, vice principal and principal.
3. The foregoing information shall be in sufficient detail so as to apprise a person who is interested in preparing for or seeking to obtain such position of the nature of the job and the qualifications therefor.
4. Brief descriptions of the job content and means of qualifying for all other positions within the building for which a salary differential is paid or compensatory time is given, including extracurricular and summer school positions, shall be available in each building.

B. Seniority Defined

Seniority means the greater number of days of consecutive employment as a probationary and tenure teacher in the Massapequa School District. District-wide seniority is initially established on the date of appointment to the district; building-wide seniority is established from the date of appointment to a particular building.

C. Posting of Vacancies

Actual or expected vacancies in the district shall be posted for a period of five school days in an announced, designated place in each building in sufficient time to permit convenient application therefor. The notice shall contain a brief description of the qualifications required. Preferences in

filing such positions shall be given to qualified teachers in the district, but this shall not preclude the Board from inviting and considering applications from outside the district.

Openings which occur due to sabbatical, maternity, military or personal leaves shall not be considered vacancies under this section unless the teacher resigns or otherwise fails to return to his position at the conclusion of the leave.

D. Transfers

The following shall constitute the procedure for transfers from building to building or from positions in special fields to classroom teacher positions or vice versa:

1. Qualified applicants for a position in the district in a building other than the one they are teaching in or from a position in a special field to classroom teacher or vice versa shall be considered by the administration and the position shall be filled in order of district-wide seniority from among candidates with similar ability provided the senior applicant has the recommendation of the Building Principal where the open position exists. Such recommendation shall not be unreasonably withheld.
2. Teachers on sabbatical leave or sick leave of not more than one year's duration shall continue to accumulate seniority during the period of leave.
3. In all other leaves of absence, teachers shall retain the seniority acquired at the time of taking leave, and a leave of absence shall not constitute a break in consecutive employment; but teachers who resign their positions and are later reemployed shall lose that seniority acquired before resignation, except as otherwise provided by law.
4. In the case of a leave of absence of not more than one year's duration, a teacher shall also retain his/her seniority status in the building in which he/she was teaching at the time he/she went on leave.
5. The Deputy Superintendent may temporarily refuse a request for transfer from a senior qualified applicant if honoring such request would result in a building staffed by less than thirty percent tenure teachers, or in accordance with the provisions of Section F of this article, but no teacher shall be refused transfer to which his/her seniority and ability entitles him/her for more than one year.
6. Upon request to and approval of the administration, any two teachers having comparable positions but in different schools within the system may exchange positions for a year. Such exchange shall be effected without loss of building-wide seniority and the teachers so exchanged shall be returned to their original positions at the end of the period of exchange under the same conditions and status as though there had been no exchange. Such approval shall not be unreasonably withheld.

7. In the secondary schools when it becomes necessary to transfer a teacher because of decreased enrollment, the district may choose one of the three least senior teachers in the department involved. In departments with four or less teachers, the person with the least seniority in the district shall be transferred. Where two teachers have identical seniority in the district, the teacher with the least seniority in the building shall be transferred.

In the elementary schools when it becomes necessary to transfer a teacher because of decreased enrollment, the district may choose one of the three least senior teachers in the grade or department involved after the Assistant Superintendent of Schools has consulted with the teachers to be considered for transfer and the principal.

When a position is reopened after having been closed for three years or less, the transferred teacher shall be notified and shall be reinstated if he/she wishes to return to that position.

8. Temporary transfers made after the closing of the school year because of temporary or unforeseen changes in school enrollment shall state that the teacher may return to the school from which he/she was transferred provided that a position is open for which he/she is qualified. Should no vacancy occur in the school from which the teacher was transferred, said teacher shall not be required to transfer again for two years.
9. Except for temporary transfers and for emergency situations which would require shorter notice, the transferee shall be notified in writing by the Assistant Superintendent of Schools at least four weeks before the close of the term, or four weeks before the transfer becomes effective if the transfer is made effective within the term.
10. Teachers who have attained tenure shall retain their status when they are transferred within the district in the same tenure area.
11. Notwithstanding the provisions of subparagraphs 1, 5, 6, 7, and 8 hereof, the Superintendent shall have the right to transfer teachers involuntarily for sound educational reasons which are not arbitrary, capricious, discriminatory or unreasonable. A teacher involuntarily transferred pursuant to this paragraph shall not be subject to another involuntary transfer pursuant to this subparagraph for the two years following the year of the involuntary transfer.
12. Teachers' rights to preference in assignment within a building pursuant to Article VIII shall be subject to the District's right to involuntarily transfer pursuant to subparagraph 11 hereof.

E. Compensated Positions

Qualified applicants for nonadministrative positions for which compensatory time is given or additional payment is provided, including extracurricular jobs and summer school positions, shall be considered by the administration and the positions shall be filled in order of seniority in that position, from among candidates with similar ability. Should no person who previously held the

position apply, the position shall be filled in order of seniority in the district from among candidates with similar ability.

Preference in filling such positions shall be given to qualified teachers in the district but this shall not preclude the Board from inviting and considering applications from outside the district.

F. Temporary Appointments

A transfer position vacancy which results from a resignation received after the school year begins shall be filled for a period not to exceed the remainder of the current school year by temporary appointment of a teacher from outside the district. Temporary appointees shall acquire no seniority or other rights to positions in the district except as provided by law.

Where such a transfer position vacancy cannot be filled during the school year by temporary outside appointment, it shall be filled by regular appointment of a district candidate in accordance with the procedures of this Article. The new vacancy created by such regular appointment shall be filled by temporary appointment of a teacher from outside the district unless the Board is unable to fill the position in that manner. In such event, the vacancy may be filled by regular appointment of an outside candidate.

Regular appointment to vacancies filled or to be filled on a temporary basis shall be made in accordance with the procedures of this Article, including posting of the position, as though no temporary appointment had been made. The posted notice of the vacancy shall state the expected date of the regular appointment.

G. Request for Reason

District teachers who are not successful applicants for vacant positions may request the reason for such rejection. Such request shall be answered either verbally or in writing.

H. Successful candidates will be notified within five school days after action has been taken by the Board.

I. The following information shall be included in all application forms for vacant positions:

1. Name
2. Address
3. Date of entry into school district
4. Number of years in district schools and assignments
5. Assignment applied for
6. Educational and other background
7. Other activities or skills
8. Qualifications plus experience
9. Accompanying letter

ARTICLE XII: GENERAL

A. Facilities

All areas used by students and teachers shall have proper lighting, ventilation and heating and otherwise be maintained in a clean, safe and healthful condition appropriate to the teaching and learning situation.

B. Class Interruptions

Public address system interruptions of classes shall be limited by allotting the last five minutes of the teaching day for public address announcements, except in emergencies.

ARTICLE XIII: SCHOOL PSYCHOLOGISTS

A. Relief from Supervisory Duties

Psychologists shall not be required to perform supervisory duties such as lunch duty, hall duty, etc., which conflict with their role.

- B.** The meeting schedule of psychologists shall be determined at an organizational meeting in September. The schedule shall provide for monthly meetings as well as additional staff work conferences and intra-disciplinary conferences, dependent upon the needs of the school program.

C. Length of School Day

The length of the day of the psychologist shall be the same as that of the classroom teacher in the building to which he/she is assigned. The time of arrival shall be subject to approval of the Building Principal. School psychologists shall also be required to attend two additional evening meetings, each of two hours duration, pursuant to a schedule developed by the Superintendent of Schools and shall be without additional compensation.

D. Attendance at Conferences

Psychologists shall be entitled to attend the annual Nassau County Psychologists Workshop and other appropriate local professional meetings and conferences of one day's duration or less, which do not involve lodging expenses, upon written application on appropriate forms to be provided by the administration and with the permission of the administration. Such permission shall not be unreasonably withheld. A total sum of not more than \$200 for conference fees and other expenses shall be allocated for such purpose.

E. Psychologists' Salary Schedule

School Psychologists shall receive salaries according to the following schedule:

1. Differential

School psychologists initially employed in the 1971-72 school year and thereafter shall receive a differential above the salary of a classroom teacher in the same lane and on the same salary step. Such employees shall be compensated for additional credits earned in the same manner accorded classroom teachers.

Differential

2002-2003 = \$2,320

2003-2004 = \$2,399

2004-2005 = \$2,477

2. School psychologists employed during and prior to the 1971-72 school year shall be placed on the teachers' salary program in accordance with a memorandum agreed to by the parties.

F. Salary Credit

For purposes of determining placement on the Psychologists' Salary Schedule for new-to-the-District school psychologists, full credit shall be given for school psychology experience, clinical psychology experience and up to three years of teaching experience, with half credit for teaching experience beyond three years.

ARTICLE XIV: GUIDANCE COUNSELORS

A. Length of School Year

1. Guidance Counselors shall not be required to work more than three days beyond the teachers' year: one day before the regular opening day in September and two days after the regular closing date in June; except that one additional day may be required if necessary to complete normal closing procedures. Guidance Counselors shall also be required to attend two additional evening meetings, each of two hours duration, pursuant to a schedule developed by the Superintendent of Schools and shall be without additional compensation.
2. In addition to the above, the school year for guidance counselors may be increased by a maximum of five days annually at the discretion of the Superintendent of Schools. In the event that any of these days are to be served other than contiguously with the end of the school year in June or with the beginning of the school year in September, they shall be served on consecutive work days. Counselors shall be paid 1/200th of annual salary for each of the five additional days referred to in this paragraph. Notice of tentative schedules of assignments pursuant to this

paragraph shall be provided to counselors on or before April 1st. Notice of final schedules shall be provided on or before June 1st.

B. Arrival and Departure Times

The daily arrival time for guidance counselors shall be the same as the arrival time for teachers and the daily departure time for counselors shall be no more than fifteen minutes later than the departure time for teachers in the same building.

C. Summer Hiring of Counselors

Two guidance counselors at the high school shall be employed on a voluntary basis for two weeks after the close of summer school and prior to the return day of counselors to assist the Building Principal with scheduling and recording procedures.

In the event that the high school utilizes a data processing system, guidance counselors may be requested, on a voluntary basis, to assist the principal in the summer. However, the number of counselors required and the number of days to be worked shall be determined by the Building Principal.

D. Student Lockers

Guidance personnel shall be relieved of tasks such as the responsibility for investigating malfunctioning student lockers.

E. Differential

Guidance Counselors shall receive a differential above the salary of a classroom teacher in the same lane and on the same salary step.

Differential

2002-2003 = \$2.105

2003-2004 = \$2.177

2004-2005 = \$2.248

F. Temporary Vacancy

The Board will fill a temporary vacancy caused by a guidance counselor being granted a sabbatical leave.

ARTICLE XV: PHYSICAL EDUCATION TEACHERS

A. Maintenance of Gyms and Locker Rooms

Gyms and locker rooms shall be maintained in a healthful and safe condition.

ARTICLE XVI: INDUSTRIAL ARTS TEACHERS

A. Relief of Middle School Teachers from School and District Projects

Middle school shop teachers will not be required to do school and/or district projects such as printing of passes, repair of furniture or similar equipment, building bookcases, etc.

B. Guarantee of Expendable Materials Allotment

Amounts allotted at the building level for expendable materials for Industrial Arts usage shall be guaranteed throughout the year.

ARTICLE XVII: ATTENDANCE OFFICE ASSIGNMENT

Teachers designated as part-time attendance officers shall receive a differential above their salary as a classroom teacher.

Differential

2002-2003 = \$2,105
2003-2004 = \$2,177
2004-2005 = \$2,248

ARTICLE XVIII: DEPARTMENTAL ASSISTANT

Effective July 1, 1996 teachers designated as Departmental Assistants shall receive a differential above their salary as a classroom teacher.

Differential

2002-2003 = \$2,320
2003-2004 = \$2,399
2004-2005 = \$2,477

ARTICLE XIX: SUMMER SCHOOL

A. Salary Schedule

Summer school teachers shall be paid in accordance with Schedule D (2002, 2003, 2004) attached hereto.

B. Ten Minute Passing Time on Secondary Level

There shall be a ten minute passing time between each period on the secondary level summer school.

C. Retention of Seniority

Summer school teachers on leave granted during their regular school year, or who have received an appointment to a summer curriculum committee position, or who have been awarded a grant for further study during the summer, or who are unable to teach due to illness shall retain seniority rights in their summer school positions. Such retention rights shall be limited to one year. Those teachers awarded a grant for further study or who have received a leave during their regular school year or who are ill shall not accumulate salary or seniority credit for the summer school term during which they were not employed. Those teachers who have received appointment to a summer curriculum committee shall accumulate salary and seniority credits.

Seniority credit will not be lost by summer school teachers who have served for five years and who notify the summer school principal by May 21 of their plans to by-pass employment for a particular year. Such retention rights shall be limited to one year. Said year shall be noncumulative in terms of salary placement and seniority credit.

ARTICLE XX: EXTRACURRICULAR SALARIES

The salary schedule for extracurricular activities shall be in accordance with Schedule C (2001-2002, 2002-2003, 2003-2004, 2004-2005) attached hereto.

ARTICLE XXI: FEDERATION RIGHTS

A. Payroll Deduction of Dues

Federation dues, as certified by the President of the Federation to the Board shall be deducted in ten equal installments from the pay checks of members who submit dues deduction authorization cards signed by individual teachers. Such deduction shall be made within forty-five days of receiving the

dues deduction authority and shall be made retroactive to the payroll deduction period, succeeding the date of the authorization.

The Federation shall forward a list of employees who have authorized deduction of dues. The district shall certify that dues were deducted from those on the list. The amounts deducted shall be transmitted to the Federation at an address designated in writing by the President of the Federation, no later than seven days after such deductions are made.

Members who desire to revoke their payroll deduction authorization must notify the Federation and the Board in writing at least thirty days before the effective date of any such revocation.

- B.** Every member of the bargaining unit who is not a member of the Federation shall, as a condition of continuing employment, within thirty (30) days after the initial date of employment or within thirty (30) days after this section becomes effective, whichever is later, pay to the Federation an agency fee; such fee shall be equal to the membership dues of the Federation and its affiliates. Such fee shall be deducted by the District and transmitted to the Federation.

Whenever the District is required to deduct and pay over an agency fee, no such deduction or payment shall be made by the District unless and until the Federation shall file with the District a written order, in the manner and on a form to be mutually agreed upon by the District and the Federation, stating the amount of the agency fee to be so deducted and paid on behalf of such unit member. The Federation shall certify to the District in writing the current rate of agency fee. The Federation shall give the District thirty (30) days written notice prior to the effective date of any changes in the agency fee.

C. Meetings Between Principal and Building Representatives

The principal of the school and the designated Federation building representative shall meet at a mutually agreed upon time once a month during the school year, or more frequently if both wish, to consult informally on matters of concern to the teachers in the building, and to facilitate the implementation of this contract. The building representative shall be a member of that building's staff.

D. Meetings Between Superintendent and President

The Superintendent of Schools or his/her representative and the President of the Federation or his/her representative, shall meet at a mutually agreed upon time once a month during the school year, or more frequently if desired by both, to consult informally on matters of district wide concern to the teachers, and to facilitate the implementation of this contract.

E. Relief Time for Federation Representatives

1. One Federation building representative in each building shall be assigned to handle grievances and other duties connected with the administration of the contract, and the duty of the Federation to represent teachers, as follows:

In secondary schools the Federation building representative shall be relieved of two noninstructional periods (excluding assigned preparation periods) per week; in elementary schools the Federation building representative shall be relieved of two 25-minute periods per week during which children are arriving or departing. Except as otherwise provided herein, no teacher shall engage in the handling of grievances or administration of the contract during the time he/she is assigned to teaching or other duties.

2. Effective September 1993, the President and Vice Presidents of the Federation shall not be assigned a duty period.
 - a. If the President and/or Vice Presidents are assigned to an elementary school, they shall be relieved from all assignments for the last hour of their assigned instructional day. Notwithstanding the foregoing, an exception will apply on days when such scheduling is not possible.
 - b. If the President and/or Vice Presidents are special area teachers at the elementary level, they shall teach no more than four classes in a row.
 - c. If the President and/or Vice Presidents are secondary teachers, they shall also be excused from homeroom duty assignment and shall teach no more than five periods per day.

The Massapequa Federation of Teachers' President will be eligible for relief from assignment for a total of eight working days for the purpose of attending statewide and local conferences and meetings pertaining to Federation affairs.

Utilization of such days shall be limited to no more than two consecutive days in a reasonable time period. Up to four consecutive days may be utilized for attendance at out-of-town conventions or conferences. The President agrees to notify the Assistant Superintendent of Schools of the dates he/she requires and will provide necessary local building advisements reasonably in advance.

3. The Federation Grievance Chair shall be relieved of three duty periods per week when the teacher holding such office is assigned to a middle school. Relief from five duty periods per week will be provided when the teacher so appointed is assigned to a senior high school.
4. The school district will provide three days of nonconsecutive relief for eight Federation officials to attend out-of-district conferences and meetings. The Federation will provide the Assistant Superintendent of School a list of employees that the Federation authorizes to utilize such days on or about November 1. Employees so authorized will file a personal day slip marked "Federation Business" to their Building Principal who will make arrangements for a replacement.

It is agreed by the Federation that utilization of relief days will be judicious and reasonable and will not conflict with days when the school program dictates that the employee be present; i.e., testing days, emergency conditions when replacements are in short supply, etc.

F. Bulletin Board

A conveniently located bulletin board shall be designated in each building for the exclusive use of the Federation.

G. Communications

Authorized representatives of the Federation shall be allowed to use interschool telephones for official Federation communications, so long as such use does not disrupt the administrative or instructional program.

Authorized representatives of the Federation shall be allowed to use interschool mail for official Federation communications. It is not intended that this apply to material for bulk distributions and such mailings shall be limited to intra-district points.

H. Meetings

The Federation shall be entitled to use appropriate school facilities to hold meetings after school hours upon approval of a written request by the Building Principal or his/her representative. Such requests shall be made on the teacher organization "Request for Use of School Facilities" form as early as possible prior to the meeting and shall be expeditiously answered and shall be granted except when in conflict with scheduled faculty meetings or for other good cause. Where a request is denied the Building Principal or his/her representative shall indicate the reason for denial and shall inform the Federation of the earliest date on which the meeting may be held. Meetings as described herein may be held at any time which does not interfere with the instructional program or the supervision and dismissal of children.

The announcement of Federation meetings through school public address systems shall be made at the times and in the same manner as announcements of other group activities.

I. Information to the Federation

Names of district teachers who apply for vacant positions and their seniority shall be provided to the Federation upon request. The Board shall provide the Federation President or Building Representative with a duplicate copy of all job postings on all open positions.

ARTICLE XXII: GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of differences as they arise and before recourse is had to the more formal procedures described herein. Nothing

contained herein shall be construed to prevent any teacher from informally discussing a problem with any administrator in the District.

Formal grievances shall originate in a written complaint stating the specific grievance, and the decision at each step shall be communicated in writing to the aggrieved teacher and to the Federation.

A. Definitions

A grievance is a complaint concerning the violation, application or interpretation of this contract. However, this procedure shall not be used to adjust a complaint where (1) the law establishes and requires a specific procedure and method of redress inconsistent with the procedure herein established, or (2) the Board is without authority to act.

As used in this Article, the term "aggrieved teacher" shall also mean a group of teachers having the same grievance, or the Federation

B. Appearance and Representation

1. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend; when such meetings are during school hours all teachers who are present at the meeting shall be excused with pay for that purpose.
2. Either the Board of Education or the Federation may present and process grievances. Such Board or Federation grievances shall be initiated in writing at the appropriate step.
3. At the first two steps of this procedure, an aggrieved teacher may choose to be represented by the Federation or he/she may represent himself/herself.
4. The Federation shall be advised of all grievances filed, and shall be notified of the time and place of any meetings. It may, if it wishes, be represented at each meeting and make its view known.
5. The Federation shall have the right to pursue in its name a grievance initiated by a teacher who fails to appeal a decision at Step 1 or Step 2.

C. Adjustment of Grievances

Step 1. Immediate Supervisor

The teacher and/or a Federation representative shall present the grievance to his/her immediate supervisor (generally the Building Principal or his/her representative). The principal or his/her representative will render a written decision within three (3) school days after the receipt of the written grievance. If the matter is not satisfactorily resolved at Step 1, then the aggrieved teacher or his/her representative may within five (5) school days after receipt of the Step 1 decision, appeal in writing to the Superintendent of Schools or his/her designated representative.

Step 2. Superintendent of Schools

The Superintendent or his/her designated representative shall arrange for a hearing within five school days after receipt of an appeal from Step 1. The Superintendent or his/her designated representative will render a written decision within eight (8) school days after the hearing is concluded. If the matter is not satisfactorily resolved at Step 2, then the grievance may proceed to Step 3 by notice from the Federation to the Superintendent or his/her designated representative in writing within ten school days after receipt of the decision at Step 2. After the notice hereinabove referred to is submitted to the Superintendent or his/her designated representative, there shall be an allowance of ten additional school days thereafter within which the request for arbitration must be sent to the American Arbitration Association by the moving party.

Step 3. Arbitration

The matter shall be submitted to an arbitrator. The parties agree that they will select a new three-person panel of the arbitrators for the 2002-2003, 2003-2004 and 2004-2005 school years. Said arbitrators will serve on a rotating basis subject to their availability.

The arbitrator shall issue his/her written determination and award not later than thirty days from the close of hearings, or, if oral hearings have been waived, then from the date of transmission of the final statements and proofs to the arbitrator.

The determination and award of the arbitrator shall be binding upon the parties.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to hearings, fees and expenses. The arbitrator's fee and expenses will be shared equally by the parties.

D. Special Procedures

1. In the event a grievance arises at the end of the school year, the time limits set forth herein will be reduced wherever possible so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as may be practicable.
2. Expedited procedures shall specifically apply in connection with arbitrations involving the preference and transfer procedure set forth in Article VIII A(1)(b), A(1)(c), A(2)(b)(1&2), A(2)(d) and Article XI D(1) & (11) hereof. No later than March 1 of each year, the parties shall designate a single arbitrator to hear and determine any and all disputes as to the interpretation and/or application of the Transfer and Preference Procedures. In the event that the parties have not reached an agreement to designate an arbitrator by March 1 pursuant to this paragraph, either party may submit to AAA the issue of any claimed violation of the above provisions of the contract. Sufficient dates shall be reserved by the parties so that hearings can be concluded prior

to June 30. The arbitrator shall issue an award within ten (10) days of the conclusion of the hearing(s). The arbitrator may in his/her discretion issue a separate award with respect to any claimed violation of the aforesaid provisions of the contract. In the event that a hearing cannot be completed by June 30, the arbitrator shall issue an appropriate directive consistent with the purpose of this procedure. The arbitrator's fees and expenses shall be shared equally by the parties.

3. Grievances arising from the action of officials other than the immediate supervisor may be initiated and processed with such official initially. Where appropriate, such grievances may be initiated at Step 2.

E. General

1. The filing or pendency of any grievance under the provision of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject however to the final decision on the grievance.
2. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.
4. A grievance will be deemed to have been waived unless presented within thirty school days after the event or events on which the grievance is based is known or should reasonably have been known by the grieving party.
5. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance.

F. Exclusivity

This procedure shall be the sole and exclusive method for resolving teacher grievances in the Massapequa School District.

ARTICLE XXIII: ACCOUNTABILITY AND PERFORMANCE

The Federation and the Board recognize the desirability of providing objective standards and fair procedures for teacher accountability. These procedures shall not apply to an area where the law establishes and requires a specific procedure and method of redress inconsistent with the procedures herein established; where the performance is founded upon a reasonable difference of opinion regarding professional technique; where the action complained of occurs off school premises and is unrelated to

professional performance. Nor shall these procedures deprive a teacher or the Board of any right otherwise contained in this contract.

Prior to the implementation of any future salary increase negotiated by the parties, a teacher who has provided unsatisfactory performance shall be referred to a special review panel comprised of a representative of the Federation, a representative of the Board of Education and an impartial chairperson. The special panel shall determine if just cause exists to withhold all or part of the salary increase. As used herein, just cause shall include but not be limited to that which has a rational basis in fact; which is neither unfair, inequitable nor capricious when considered in the light of the conditions existing, have due regard for extenuating circumstances and the procedures outlined herein. Just cause shall include (but not be limited to) an unsatisfactory pattern of absenteeism, an unsatisfactory pattern of lateness, failure to improve unsatisfactory performance after due notice.

PROCEDURE EFFECTIVE SEPTEMBER 15, 1978

1. In the event that a teacher's professional performance is considered unsatisfactory, the immediate supervisor or Building Principal shall advise him/her thereof orally and confer with the teacher to assist in improvement and offer constructive remedies if possible.
2. In the event that improvement is not evident within a reasonable time (dependent upon the performance deficiency) the Building Principal shall issue a written notice advising the teacher of the specific complaint and the fact that if the performance deficiency is not corrected, a referral to the special review panel will be implemented.
3. Such notice shall be forwarded simultaneously to the Federation Grievance Chair and the Assistant Superintendent of Schools for review. If required, a joint meeting with the teacher and the Building Principal shall be convened by the Assistant Superintendent or at the request of the Grievance Committee.
4. In the event that the deficiency in performance continues, the Building Principal shall initiate a referral to the special review panel by submitting a written notice to the teacher and the Assistant Superintendent of Schools. Upon review, the Grievance Chair of the Federation will be notified that a special review panel will be convened.
5. In the event that a formal letter of intent is filed in the teacher's personnel file, such notice of unsatisfactory performance shall be reviewable only by a special review panel and shall not be the subject of the grievance procedure of this agreement.

6. Special Review Panel

A panel of one representative selected by the Federation and one representative selected by the district shall be convened. Said panel shall be chaired by an impartial chairperson selected from a list of mutually acceptable persons residing within the school district. If no agreement, then a resident of Nassau County; if still no selection, then A.A.A. panel. The panel shall afford full

opportunity for representatives of the parties to present their views concerning the unsatisfactory performance and the withholding of salary increase or a part thereof.

The panel shall, within five school days after hearing the matter, present its decision to the parties and to the district and the Federation. The decision of the impartial panel shall be made in accordance with the standards established in the Article and its decision shall be final. The panel shall determine only whether a withholding of salary should be made and if so, it shall set the amount to be withheld at an equitable sum not exceeding the aforementioned limits. A copy of the panel's decision shall be forwarded to the Business Manager if it determines that a withholding shall be in effect. This withholding shall not affect the teacher's future salary rate.

In the event that the panel finds that no salary should be withheld, all writings pertaining to the matter shall be removed from the teacher's personnel file. In those instances where a salary withholding has been made and where the teacher's performance has been corrected, a statement to that effect shall be included in the teacher's file.

ARTICLE XXIV: LEGAL RIGHTS GUARANTEED

Nothing contained herein shall be construed to deny to any employee his/her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable civil service laws and regulations.

ARTICLE XXV: MATTERS NOT COVERED

With respect to matters not covered by this contract which are proper subjects for collective negotiations, the Board agrees it will make no changes without appropriate prior negotiations with the Federation, but such changes shall not diminish the terms and conditions of employment of any teachers.

The Board will continue its present policies and established practices with respect to wages, hours, clearly defined working conditions, leaves (sick, sabbatical, military and maternity), health, safety and fringe benefits except as these policies are modified herein; and except as change is commanded by law.

ARTICLE XXVI: SAVINGS CLAUSE

If any provision of the contract shall be held contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute provision shall be negotiated by the parties in a manner to retain the equities of the original provision. All other provisions of the contract shall continue in effect.

ARTICLE XXVII: NON-VIOLATION OF CONTRACT

The Board and the Federation agree not to take any actions violative of any provision of this contract.

ARTICLE XXVIII: PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT

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.

ARTICLE XXIX: DURATION

This contract and each of its provisions shall be effective as of July 1, 2002 and shall continue in full force and effect until June 30, 2005.

ARTICLE XXX: ZIPPER CLAUSE

It is agreed that all negotiable items have been discussed during the negotiations leading to this agreement and that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement.

Should the Board adopt a resolution for the reorganization of the Secondary Division, the parties agree that they will modify all necessary provisions of the agreement to reflect such reorganization.

SIGNED:

MASSAPEQUA FEDERATION OF
TEACHERS, LOCAL 1442
AFFILIATED WITH THE
AMERICAN FEDERATION OF
TEACHERS, AFL-CIO

BOARD OF EDUCATION OF THE
MASSAPEQUA SCHOOL DISTRICT
MASSAPEQUA, NEW YORK

BY: Maryellen J. Esposito
Maryellen Esposito, President

BY: Arlene Martin
Arlene Martin, President

DATE: 8/6/02

DATE: 8/6/02

Exhibit A

**MASSAPEQUA PUBLIC SCHOOLS
TEACHER SALARY SCHEDULE
2002 - 2003**

STEP	BA	BA+15	BA+30	BA+45	MA / BA+60	MA+15	MA+30	MA+45	MA+60
1	\$ 43,068	\$ 44,606	\$ 46,144	\$ 47,682	\$ 50,759	\$ 52,297	\$ 53,835	\$ 56,142	\$ 58,450
2	\$ 43,966	\$ 45,502	\$ 47,342	\$ 48,722	\$ 51,637	\$ 53,877	\$ 55,550	\$ 58,791	\$ 59,879
3	\$ 44,944	\$ 46,542	\$ 48,444	\$ 49,889	\$ 52,862	\$ 55,167	\$ 56,897	\$ 60,199	\$ 61,351
4	\$ 45,928	\$ 47,581	\$ 49,548	\$ 51,052	\$ 54,090	\$ 56,451	\$ 58,248	\$ 61,611	\$ 62,821
5	\$ 46,966	\$ 48,684	\$ 50,713	\$ 52,276	\$ 55,374	\$ 57,802	\$ 59,657	\$ 63,085	\$ 64,353
6	\$ 48,164	\$ 49,791	\$ 51,878	\$ 53,505	\$ 56,664	\$ 59,149	\$ 61,067	\$ 64,555	\$ 65,888
7	\$ 49,342	\$ 50,954	\$ 53,102	\$ 54,793	\$ 58,013	\$ 60,560	\$ 62,539	\$ 66,088	\$ 67,482
8	\$ 50,448	\$ 52,121	\$ 54,330	\$ 56,078	\$ 59,361	\$ 61,970	\$ 64,012	\$ 68,325	\$ 69,940
9	\$ 51,764	\$ 53,348	\$ 55,617	\$ 57,428	\$ 61,387	\$ 63,442	\$ 65,541	\$ 69,863	\$ 71,478
10	\$ 52,930	\$ 54,880	\$ 56,903	\$ 58,775	\$ 62,950	\$ 64,882	\$ 67,074	\$ 71,402	\$ 74,709
11	\$ 54,156	\$ 56,558	\$ 58,712	\$ 60,250	\$ 64,572	\$ 66,446	\$ 70,708	\$ 76,630	\$ 78,568
12	\$ 56,197	\$ 59,279	\$ 61,018	\$ 64,201	\$ 67,479	\$ 68,862	\$ 72,247	\$ 79,092	\$ 81,044
13	\$ 58,944	\$ 61,587	\$ 64,971	\$ 66,894	\$ 71,094	\$ 72,754	\$ 75,324	\$ 81,707	\$ 82,906
14	\$ 61,155	\$ 64,201	\$ 68,817	\$ 70,354	\$ 74,400	\$ 75,861	\$ 78,399	\$ 83,398	\$ 84,767
15	\$ 70,901	\$ 73,154	\$ 75,150	\$ 75,964	\$ 79,261	\$ 81,873	\$ 84,968	\$ 86,898	\$ 89,432
20	\$ 72,179	\$ 74,912	\$ 77,387	\$ 78,521	\$ 81,817	\$ 84,429	\$ 87,525	\$ 89,454	\$ 91,989
25	\$ 73,139	\$ 76,190	\$ 79,048	\$ 80,566	\$ 84,374	\$ 86,986	\$ 90,081	\$ 92,012	\$ 94,546
30	\$ 73,618	\$ 76,829	\$ 79,880	\$ 81,589	\$ 85,653	\$ 88,264	\$ 91,360	\$ 93,930	\$ 97,102

Teachers who have received an earned Ph.D. or Ed.D from a University credited and recognized by the NY State Education Department and approved by the Board of Education shall be compensated at a rate of \$1,000 above the appropriate MA+60 rate.

Exhibit B

**MASSAPEQUA PUBLIC SCHOOLS
TEACHER SALARY SCHEDULE
2003 - 2004**

STEP	BA	BA+15	BA+30	BA+45	MA / BA+60	MA+15	MA+30	MA+45	MA+60
1	\$ 44,532	\$ 46,122	\$ 47,713	\$ 49,303	\$ 52,485	\$ 54,075	\$ 55,666	\$ 58,051	\$ 60,437
2	\$ 45,461	\$ 47,049	\$ 48,951	\$ 50,379	\$ 53,393	\$ 55,708	\$ 57,438	\$ 60,790	\$ 61,915
3	\$ 46,472	\$ 48,125	\$ 50,091	\$ 51,586	\$ 54,660	\$ 57,043	\$ 58,831	\$ 62,246	\$ 63,437
4	\$ 47,490	\$ 49,198	\$ 51,233	\$ 52,787	\$ 55,929	\$ 58,371	\$ 60,229	\$ 63,706	\$ 64,957
5	\$ 48,563	\$ 50,339	\$ 52,437	\$ 54,053	\$ 57,257	\$ 59,767	\$ 61,685	\$ 65,230	\$ 66,541
6	\$ 49,801	\$ 51,484	\$ 53,642	\$ 55,325	\$ 58,591	\$ 61,160	\$ 63,143	\$ 66,750	\$ 68,128
7	\$ 51,020	\$ 52,687	\$ 54,908	\$ 56,656	\$ 59,985	\$ 62,619	\$ 64,666	\$ 68,335	\$ 69,776
8	\$ 52,163	\$ 53,893	\$ 56,178	\$ 57,985	\$ 61,379	\$ 64,077	\$ 66,188	\$ 70,648	\$ 72,318
9	\$ 53,524	\$ 55,162	\$ 57,508	\$ 59,381	\$ 63,474	\$ 65,599	\$ 67,770	\$ 72,239	\$ 73,909
10	\$ 54,730	\$ 56,745	\$ 58,838	\$ 60,773	\$ 65,090	\$ 67,088	\$ 69,354	\$ 73,829	\$ 77,249
11	\$ 55,997	\$ 58,481	\$ 60,708	\$ 62,299	\$ 66,768	\$ 68,705	\$ 73,112	\$ 79,235	\$ 81,240
12	\$ 58,108	\$ 61,295	\$ 63,093	\$ 66,384	\$ 69,773	\$ 71,204	\$ 74,703	\$ 81,781	\$ 83,799
13	\$ 60,948	\$ 63,681	\$ 67,180	\$ 69,168	\$ 73,511	\$ 75,228	\$ 77,885	\$ 84,485	\$ 85,725
14	\$ 63,234	\$ 66,384	\$ 71,157	\$ 72,746	\$ 76,930	\$ 78,441	\$ 81,064	\$ 86,234	\$ 87,649
15	\$ 73,312	\$ 75,642	\$ 77,705	\$ 78,547	\$ 81,956	\$ 84,657	\$ 87,857	\$ 89,853	\$ 92,472
20	\$ 74,634	\$ 77,459	\$ 80,018	\$ 81,191	\$ 84,599	\$ 87,300	\$ 90,501	\$ 92,496	\$ 95,116
25	\$ 75,626	\$ 78,781	\$ 81,736	\$ 83,305	\$ 87,243	\$ 89,944	\$ 93,144	\$ 95,140	\$ 97,760
30	\$ 76,121	\$ 79,441	\$ 82,596	\$ 84,363	\$ 88,566	\$ 91,265	\$ 94,466	\$ 97,123	\$ 100,403

Teachers who have received an earned Ph.D. or Ed.D from a University credited and recognized by the NY State Education Department and approved by the Board of Education shall be compensated at a rate of \$1,000 above the appropriate MA+60 rate.

MASSAPEQUA PUBLIC SCHOOLS
MASSAPEQUA, NEW YORK

SCHEDULE A

Special Retirement Allowance

Any teacher who submits to the Superintendent of Schools before April 1 of any school year a written statement of retirement under the New York State Teachers Retirement System to take effect at the end of June of that school year shall be eligible for payment of his/her unused sick leave. This payment shall be included in the last salary voucher. For teachers who retire other than at the end of the year, three months written notice in advance is similarly required.

The accumulated sick leave payment shall be paid as follows:

2002-2003 through 2004-2005 - \$80.00 per day to a maximum of \$14,400.

In the event that a teacher with twenty years service in the district has suffered a major depletion of over 50 days of his/her sick back due to a long term illness, that teacher shall be eligible for an allowance of \$3,500.

In the event that the retirement for any reason does not become effective, the sum advanced shall be returned to the district.

In addition to the above, teachers who have served a minimum of ten (10) years in the Massapequa School system and twenty (20) years in the New York State Teachers' Retirement System are eligible for a retirement incentive benefit of \$20,000 under the following conditions:

1. provide written notice of retirement on or before February 1st of the year of retirement;
2. be a full-time tenured employee of the District;
3. have attained the age of 55 years or more;
4. be eligible and actually retire under the New York State Teachers' Retirement System, or has made application and been approved for a disability retirement under the New York State Teachers' Retirement System;
5. those teachers who are first eligible to retire from the New York State Teachers' Retirement System without penalty on or before June 30, 2003, must retire effective between the last day of school and June 30, 2003;
6. those teachers who are first eligible to retire from the New York State Teachers' Retirement System without penalty after July 1, 2003, must retire effective between the last day of school and June 30th of the first year that they are so eligible to retire.

Notwithstanding the provision of the so-called Triborough Doctrine or Law, this provision shall sunset effective June 30, 2005 and shall not be part of any successor agreement in the absence of further negotiations between the parties.

SCHEDULE B
SECONDARY INTERSCHOLASTIC COACHES' SALARIES

SPORT	LEVEL	STIPEND 2001- 02	STIPEND 2002-2003	STIPEND 2003-2004	STIPEND 2004-2005
TRACK	VARSITY	\$ 5,098	\$ 5,271	\$ 5,451	\$ 5,628
	ASSISTANT	\$ 3,691	\$ 3,816	\$ 3,946	\$ 4,075
	FRESHMAN (A)	\$ 3,375	\$ 3,490	\$ 3,608	\$ 3,726
	7th & 8th (B)	\$ 2,908	\$ 3,007	\$ 3,109	\$ 3,210
	CROSS-COUNTRY	\$ 3,724	\$ 3,851	\$ 3,982	\$ 4,111
	FRESHMAN (A)	\$ 2,619	\$ 2,708	\$ 2,800	\$ 2,891
	7th & 8th (B)	\$ 2,619	\$ 2,708	\$ 2,800	\$ 2,891
	WINTER VARSITY	\$ 3,548	\$ 3,669	\$ 3,793	\$ 3,917
	WINTER ASSISTANT	\$ 2,265	\$ 2,342	\$ 2,422	\$ 2,500
WEIGHT TRAINING	SENIOR H.S. (FALL)	\$ 1,746	\$ 1,805	\$ 1,867	\$ 1,927
	SENIOR H.S. (WINTER)	\$ 1,746	\$ 1,805	\$ 1,867	\$ 1,927
	SENIOR H.S. (SPRING)	\$ 1,746	\$ 1,805	\$ 1,867	\$ 1,927
FIELD HOCKEY	VARSITY	\$ 4,870	\$ 5,036	\$ 5,207	\$ 5,376
	ASSISTANT	\$ 3,691	\$ 3,816	\$ 3,946	\$ 4,075
	J.V.	\$ 3,548	\$ 3,669	\$ 3,793	\$ 3,917
	FRESHMAN (A)	\$ 3,054	\$ 3,158	\$ 3,265	\$ 3,371
	7th & 8th (B)	\$ 2,619	\$ 2,708	\$ 2,800	\$ 2,891
VOLLEYBALL	VARSITY	\$ 4,857	\$ 5,022	\$ 5,193	\$ 5,362
	J.V.	\$ 3,548	\$ 3,669	\$ 3,793	\$ 3,917
	FRESHMAN (A)	\$ 3,054	\$ 3,158	\$ 3,265	\$ 3,371
	7th & 8th (B)	\$ 2,619	\$ 2,708	\$ 2,800	\$ 2,891
GOLF	VARSITY	\$ 3,724	\$ 3,851	\$ 3,982	\$ 4,111
RIFLE	VARSITY	\$ 3,724	\$ 3,851	\$ 3,982	\$ 4,111
BOWLING	VARSITY & INTRAMURALS	\$ 3,201	\$ 3,310	\$ 3,422	\$ 3,534
TENNIS	VARSITY	\$ 3,724	\$ 3,851	\$ 3,982	\$ 4,111
	FRESHMAN (A)	\$ 2,182	\$ 2,256	\$ 2,333	\$ 2,409
GYMNASTICS					
	VARSITY	\$ 4,857	\$ 5,022	\$ 5,193	\$ 5,362
	ASSISTANT	\$ 3,691	\$ 3,816	\$ 3,946	\$ 4,075
	FRESHMAN (A)	\$ 2,619	\$ 2,708	\$ 2,800	\$ 2,891
SWIMMING	VARSITY	\$ 3,724	\$ 3,851	\$ 3,982	\$ 4,111
INTRAMURALS	SECONDARY TEACHERS	\$ 730	\$ 755	\$ 780	\$ 806
	ELEMENTARY TEACHERS	\$ 1,526	\$ 1,578	\$ 1,632	\$ 1,685

SCHEDULE B
SECONDARY INTERSCHOLASTIC COACHES' SALARIES

SPORT	LEVEL	STIPEND 2001- 02	STIPEND 2002-2003	STIPEND 2003-2004	STIPEND 2004-2005
FOOTBALL	VARSITY	\$ 6,338	\$ 6,553	\$ 6,776	\$ 6,997
	ASSISTANT	\$ 4,679	\$ 4,638	\$ 5,003	\$ 5,165
	J.V.	\$ 4,219	\$ 4,362	\$ 4,511	\$ 4,657
	FRESHMAN (A)	\$ 3,691	\$ 3,816	\$ 3,946	\$ 4,075
BASKETBALL	VARSITY	\$ 5,877	\$ 6,077	\$ 6,283	\$ 6,488
	J.V.	\$ 4,332	\$ 4,479	\$ 4,632	\$ 4,782
	FRESHMAN (A)	\$ 3,518	\$ 3,638	\$ 3,761	\$ 3,884
	7th & 8th (B)	\$ 2,908	\$ 3,007	\$ 3,109	\$ 3,210
WRESTLING	VARSITY	\$ 5,877	\$ 6,077	\$ 6,283	\$ 6,488
	J.V.	\$ 4,332	\$ 4,479	\$ 4,632	\$ 4,782
	FRESHMAN (A)	\$ 3,518	\$ 3,638	\$ 3,761	\$ 3,884
	7th & 8th (B)	\$ 2,908	\$ 3,007	\$ 3,109	\$ 3,210
BASEBALL/SOFTBALL	VARSITY	\$ 4,857	\$ 5,022	\$ 5,193	\$ 5,362
	ASSISTANT	\$ 3,691	\$ 3,816	\$ 3,946	\$ 4,075
	J.V.	\$ 3,548	\$ 3,669	\$ 3,793	\$ 3,917
	FRESHMAN (A)	\$ 3,054	\$ 3,158	\$ 3,265	\$ 3,371
	7th & 8th (B)	\$ 2,619	\$ 2,708	\$ 2,800	\$ 2,891
LACROSSE	VARSITY	\$ 4,857	\$ 5,022	\$ 5,193	\$ 5,362
	ASSISTANT	\$ 3,691	\$ 3,816	\$ 3,946	\$ 4,075
	J.V.	\$ 3,548	\$ 3,669	\$ 3,793	\$ 3,917
	FRESHMAN (A)	\$ 3,054	\$ 3,158	\$ 3,265	\$ 3,371
	7th & 8th (B)	\$ 2,908	\$ 3,007	\$ 3,109	\$ 3,210
SOCCER	VARSITY	\$ 4,857	\$ 5,022	\$ 5,193	\$ 5,362
	ASSISTANT	\$ 3,691	\$ 3,816	\$ 3,946	\$ 4,075
	J.V.	\$ 3,548	\$ 3,669	\$ 3,793	\$ 3,917
	FRESHMAN (A)	\$ 3,054	\$ 3,158	\$ 3,265	\$ 3,371
	7th & 8th (B)	\$ 2,908	\$ 3,007	\$ 3,109	\$ 3,210

SCHEDULE C
SCHEDULE OF EXTRA COMPENSATION

of Positions 2001-2002 2002-2003 2003-2004 2004-2005

Massapequa High School

CHEERLEADING ADVISOR	2	\$ 2,450	\$ 2,533	\$ 2,619	\$ 2,705
YEARBOOK ADVISOR	1	\$ 3,200	\$ 3,309	\$ 3,421	\$ 3,532
ASST. YEARBOOK ADVISOR	1	\$ 2,000	\$ 2,068	\$ 2,138	\$ 2,208
NEWSPAPER ADVISOR	1	\$ 2,263	\$ 2,340	\$ 2,420	\$ 2,498
DRAMA ADVISOR	1	\$ 1,773	\$ 1,833	\$ 1,896	\$ 1,957
STAGE MANAGER & SCENERY ADVISOR	1	\$ 1,075	\$ 1,112	\$ 1,149	\$ 1,187
CREATIVE WRITING ADVISOR	1	\$ 1,365	\$ 1,411	\$ 1,459	\$ 1,507
G.O. ADVISOR	1	\$ 2,450	\$ 2,533	\$ 2,619	\$ 2,705
MATHLETES ADVISOR	1	\$ 1,191	\$ 1,231	\$ 1,273	\$ 1,315
CHIEFETTES ADVISOR	1	\$ 1,933	\$ 1,999	\$ 2,067	\$ 2,134
SENIOR CLASS ADVISOR	1	\$ 2,450	\$ 2,533	\$ 2,619	\$ 2,705
JUNIOR CLASS ADVISOR	1	\$ 1,980	\$ 2,047	\$ 2,117	\$ 2,186
SOPHOMORE CLASS ADVISOR	1	\$ 1,601	\$ 1,655	\$ 1,712	\$ 1,767
IT'S ACADEMIC	1	\$ 1,075	\$ 1,112	\$ 1,149	\$ 1,187
CLUB ADVISORS	UP to 12	\$ 1,177	\$ 1,217	\$ 1,258	\$ 1,299
CHESS CLUB	1	\$ 1,177	\$ 1,217	\$ 1,258	\$ 1,299
NATIONAL HONOR SOCIETY	1	\$ 1,075	\$ 1,112	\$ 1,149	\$ 1,187
FOREIGN LANGUAGE/ SPECIAL EVENTS ADVISORS	5	\$ 581	\$ 601	\$ 621	\$ 641
KEY CLUB	1	\$ 1,177	\$ 1,217	\$ 1,258	\$ 1,299
YORKERS CLUB	1	\$ 1,177	\$ 1,217	\$ 1,258	\$ 1,299
CLASS ACTIVITIES COORDINATOR	1	\$ 2,450	\$ 2,533	\$ 2,619	\$ 2,705

MHS - Ames Campus

9TH GRADE ADVISOR	1	\$ 1,397	\$ 1,444	\$ 1,494	\$ 1,542
NATIONAL JUNIOR HONOR SOCIETY	1	\$ 1,075	\$ 1,112	\$ 1,149	\$ 1,187
SCHOOL YEARBOOK ADVISOR	1	\$ 1,397	\$ 1,444	\$ 1,494	\$ 1,542
NEWSPAPER ADVISOR	1	\$ 832	\$ 860	\$ 890	\$ 918
CLUB ADVISORS	UP to 10	\$ 702	\$ 726	\$ 751	\$ 775
YORKERS CLUB	1	\$ 1,109	\$ 1,147	\$ 1,186	\$ 1,224

Berner Middle School

8TH GRADE ADVISOR	1	\$ 1,287	\$ 1,331	\$ 1,376	\$ 1,421
7TH GRADE ADVISOR	1	\$ 1,177	\$ 1,217	\$ 1,258	\$ 1,299
SCHOOL YEARBOOK ADVISOR	1	\$ 1,397	\$ 1,444	\$ 1,494	\$ 1,542
G.O. ADVISOR	1	\$ 1,397	\$ 1,444	\$ 1,494	\$ 1,542
YORKERS CLUB	1	\$ 1,042	\$ 1,077	\$ 1,114	\$ 1,150
ASST. YORKERS CLUB	1	\$ 702	\$ 726	\$ 751	\$ 775
MATHLETES	1	\$ 702	\$ 726	\$ 751	\$ 775
GENERAL CLUB ADVISORS	UP to 12	\$ 702	\$ 726	\$ 751	\$ 775
NEWSPAPER ADVISOR	1	\$ 832	\$ 860	\$ 890	\$ 918
SPANISH CLUB ADVISOR	1	\$ 702	\$ 726	\$ 751	\$ 775
FRENCH CLUB ADVISOR	1	\$ 702	\$ 726	\$ 751	\$ 775
DRAMA CLUB ADVISOR	1	\$ 832	\$ 860	\$ 890	\$ 918
ASST. DRAMA CLUB ADVISOR	1	\$ 702	\$ 726	\$ 751	\$ 775
STAGE MANAGER & SCENERY MANAGER	1	\$ 702	\$ 726	\$ 751	\$ 775
KEY CLUB	1	\$ 702	\$ 726	\$ 751	\$ 775

Elementary Schools

EXTRACURRICULAR CLUB					
ADVISORS	Per Club	\$ 702	\$ 726	\$ 751	\$ 775

Exhibit C

**MASSAPEQUA PUBLIC SCHOOLS
TEACHER SALARY SCHEDULE
2004 - 2005**

STEP	BA	BA+15	BA+30	BA+45	MA / BA+60	MA+15	MA+30	MA+45	MA+60
1	\$ 45,980	\$ 47,621	\$ 49,264	\$ 50,905	\$ 54,191	\$ 55,832	\$ 57,475	\$ 59,938	\$ 62,401
2	\$ 46,938	\$ 48,578	\$ 50,542	\$ 52,016	\$ 55,128	\$ 57,519	\$ 59,305	\$ 62,766	\$ 63,927
3	\$ 47,982	\$ 49,689	\$ 51,719	\$ 53,262	\$ 56,436	\$ 58,897	\$ 60,743	\$ 64,269	\$ 65,499
4	\$ 49,033	\$ 50,797	\$ 52,898	\$ 54,503	\$ 57,746	\$ 60,268	\$ 62,186	\$ 65,776	\$ 67,068
5	\$ 50,142	\$ 51,975	\$ 54,141	\$ 55,810	\$ 59,117	\$ 61,709	\$ 63,690	\$ 67,350	\$ 68,704
6	\$ 51,420	\$ 53,157	\$ 55,385	\$ 57,123	\$ 60,495	\$ 63,148	\$ 65,195	\$ 68,919	\$ 70,342
7	\$ 52,678	\$ 54,399	\$ 56,692	\$ 58,497	\$ 61,935	\$ 64,655	\$ 66,767	\$ 70,556	\$ 72,044
8	\$ 53,858	\$ 55,644	\$ 58,004	\$ 59,869	\$ 63,374	\$ 66,159	\$ 68,339	\$ 72,944	\$ 74,668
9	\$ 55,264	\$ 56,955	\$ 59,377	\$ 61,311	\$ 65,537	\$ 67,731	\$ 69,972	\$ 74,586	\$ 76,311
10	\$ 56,509	\$ 58,590	\$ 60,750	\$ 62,748	\$ 67,206	\$ 69,269	\$ 71,608	\$ 76,229	\$ 79,759
11	\$ 57,817	\$ 60,381	\$ 62,681	\$ 64,323	\$ 68,938	\$ 70,938	\$ 75,488	\$ 81,810	\$ 83,880
12	\$ 59,996	\$ 63,287	\$ 65,144	\$ 68,541	\$ 72,041	\$ 73,518	\$ 77,131	\$ 84,439	\$ 86,523
13	\$ 62,929	\$ 65,751	\$ 69,364	\$ 71,416	\$ 75,900	\$ 77,673	\$ 80,416	\$ 87,230	\$ 88,511
14	\$ 65,289	\$ 68,541	\$ 73,469	\$ 75,111	\$ 79,430	\$ 80,990	\$ 83,699	\$ 89,036	\$ 90,498
15	\$ 75,695	\$ 78,100	\$ 80,231	\$ 81,099	\$ 84,620	\$ 87,408	\$ 90,712	\$ 92,773	\$ 95,478
20	\$ 77,059	\$ 79,977	\$ 82,618	\$ 83,829	\$ 87,349	\$ 90,137	\$ 93,442	\$ 95,502	\$ 98,208
25	\$ 78,084	\$ 81,341	\$ 84,392	\$ 86,013	\$ 90,079	\$ 92,867	\$ 96,171	\$ 98,232	\$ 100,938
30	\$ 78,595	\$ 82,023	\$ 85,280	\$ 87,105	\$ 91,444	\$ 94,231	\$ 97,537	\$ 100,280	\$ 103,666

Teachers who have received an earned Ph.D. or Ed.D from a University credited and recognized by the NY State Education Department and approved by the Board of Education shall be compensated at a rate of \$1,000 above the appropriate MA+60 rate.

SCHEDULE C
SCHEDULE OF EXTRA COMPENSATION

MUSIC DEPARTMENT

	# of Positions	2001-2002	2002-2003	2003-2004	2004-2005
<i>Massapequa High School</i>					
BAND	2	\$ 2,094	\$ 2,165	\$ 2,239	\$ 2,312
ORCHESTRA	2	\$ 1,775	\$ 1,835	\$ 1,898	\$ 1,959
CHORUS	2	\$ 1,775	\$ 1,835	\$ 1,898	\$ 1,959
CHAMBER SINGERS	1	\$ 1,177	\$ 1,217	\$ 1,258	\$ 1,299
JAZZ ENSEMBLE	1	\$ 1,177	\$ 1,217	\$ 1,258	\$ 1,299
CHAMBER ORCHESTRA	1	\$ 1,177	\$ 1,217	\$ 1,258	\$ 1,299
CHAMBER WINDS	1	\$ 702	\$ 726	\$ 751	\$ 775

MHS - Ames Campus

BAND	1	\$ 702	\$ 726	\$ 751	\$ 775
ORCHESTRA	1	\$ 702	\$ 726	\$ 751	\$ 775
CHORUS	1	\$ 702	\$ 726	\$ 751	\$ 775
CHAMBER ORCHESTRA	1	\$ 702	\$ 726	\$ 751	\$ 775

Berner Middle School

BAND	2	\$ 702	\$ 726	\$ 751	\$ 775
ORCHESTRA	2	\$ 702	\$ 726	\$ 751	\$ 775
CHORUS	2	\$ 702	\$ 726	\$ 751	\$ 775
JAZZ BAND	1	\$ 702	\$ 726	\$ 751	\$ 775

Elementary Music

ADVISORS	18	\$ 319	\$ 330	\$ 341	\$ 352
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SCHEDULE D
SUMMER SCHOOL SALARY SCHEDULE

2002

STEP	BA		BA+30		BA+60
1	\$ 3,799		\$ 4,036		\$ 4,275
2	\$ 3,884		\$ 4,114		\$ 4,352
3	\$ 3,959		\$ 4,192		\$ 4,430
4	\$ 4,036		\$ 4,275		\$ 4,511
5	\$ 4,114		\$ 4,352		\$ 4,591
6	\$ 4,196		\$ 4,430		\$ 4,666
7	\$ 4,275		\$ 4,511		\$ 4,745
8	\$ 4,352		\$ 4,591		\$ 4,828
9	\$ 4,430		\$ 4,666		\$ 4,905
10	\$ 4,511		\$ 4,745		\$ 4,985
11	\$ 4,591		\$ 4,828		\$ 5,061
12			\$ 4,905		\$ 5,143
13					\$ 5,225

1. Secondary Teachers of two classes receive 2/3 of the above scale
2. Secondary Teachers of one class receive 1/3 of the above scale
3. Teachers employed in summer school 2002 shall be eligible for advancement (one step) over their salary placement for the summer of 2001

SCHEDULE D
SUMMER SCHOOL SALARY SCHEDULE

2003

STEP	BA		BA+30		BA+60
1	\$ 3,928		\$ 4,173		\$ 4,420
2	\$ 4,016		\$ 4,254		\$ 4,500
3	\$ 4,094		\$ 4,334		\$ 4,580
4	\$ 4,173		\$ 4,420		\$ 4,665
5	\$ 4,254		\$ 4,500		\$ 4,747
6	\$ 4,339		\$ 4,580		\$ 4,825
7	\$ 4,420		\$ 4,665		\$ 4,906
8	\$ 4,500		\$ 4,747		\$ 4,992
9	\$ 4,580		\$ 4,825		\$ 5,072
10	\$ 4,665		\$ 4,906		\$ 5,154
11	\$ 4,747		\$ 4,992		\$ 5,234
12			\$ 5,072		\$ 5,318
13					\$ 5,402

1. Secondary Teachers of two classes receive 2/3 of the above scale
2. Secondary Teachers of one class receive 1/3 of the above scale
3. Teachers employed in summer school 2003 shall be eligible for advancement (one step) over their salary placement for the summer of 2002

SCHEDULE D
SUMMER SCHOOL SALARY SCHEDULE

2004

STEP	BA		BA+30		BA+60
1	\$ 4,056		\$ 4,309		\$ 4,564
2	\$ 4,146		\$ 4,392		\$ 4,646
3	\$ 4,227		\$ 4,475		\$ 4,729
4	\$ 4,309		\$ 4,564		\$ 4,816
5	\$ 4,392		\$ 4,646		\$ 4,901
6	\$ 4,480		\$ 4,729		\$ 4,982
7	\$ 4,564		\$ 4,816		\$ 5,066
8	\$ 4,646		\$ 4,901		\$ 5,154
9	\$ 4,729		\$ 4,982		\$ 5,237
10	\$ 4,816		\$ 5,066		\$ 5,322
11	\$ 4,901		\$ 5,154		\$ 5,404
12			\$ 5,237		\$ 5,491
13					\$ 5,578

1. Secondary Teachers of two classes receive 2/3 of the above scale
2. Secondary Teachers of one class receive 1/3 of the above scale
3. Teachers employed in summer school 2004 shall be eligible for advancement (one step) over their salary placement for the summer of 2003

SCHEDULE E

I certify that the reason for a personal day on (date) is one of the reasons listed below:

1. Legal reason; i. e., appearance in court, closing of home.
2. Religious purposes.
3. Compelling personal business of a private or personal nature that I do not wish to disclose and which cannot be transacted at any time except during the school day listed above.

Signature of Teacher

Date

SCHEDULE F

GUIDELINES FOR THE USE OF TEACHER MAILBOXES

Information such as the following may be considered inappropriate. The distribution of:

- a. Political material reflecting organizational sponsorship of a particular candidate, party or political viewpoint.
- b. Material of a personal derogatory nature.
- c. Statements or advertisements of a commercial nature.