



**Cornell University**  
**ILR School**

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Bethpage Union Free School District and Bethpage Congress of Teachers, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO, Local 1379 (2004)**

Employer Name: **Bethpage Union Free School District**

Union: **Bethpage Congress of Teachers, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

Local: **1379**

Effective Date: **07/01/2004**

Expiration Date: **06/30/2006**

PERB ID Number: **4614**

Unit Size:

Number of Pages: **46**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

## AGREEMENT

**AGREEMENT** made March 4, 2004 by and between the BOARD OF EDUCATION OF BETHPAGE UNION FREE SCHOOL DISTRICT, BETHPAGE, NEW YORK (hereinafter referred to as the "Board" or the "District"). And the BETHPAGE CONGRESS OF TEACHERS, LOCAL 1379, NEW YORK STATED UNITED TEACHERS (NYSUT), A.F.T.-A.F.L.-C.I.O. (hereinafter referred to as the "Congress").

**WHEREAS**, the Board has adopted procedures for peacefully determining collective bargaining representatives for its employees and has negotiated collectively with the Congress as the legally designated representative of its teaching staff.

**NOW, THEREFORE**, the parties agree as follows:

### DEFINITIONS

**Board**        *Board of Education, Bethpage Union Free School District,  
Town of Oyster Bay, Bethpage, New York 11714*

**Congress**    *Bethpage Senior High School  
10 Cherry Avenue, Bethpage, New York 11714*

**Teachers**    *All professional staff, as defined in Article I, Sec. 1 of this agreement.*

### ARTICLE I CONGRESS RECOGNITION

#### **1. BARGAINING UNIT**

The Board recognizes the Congress as the exclusive representative of all certified personnel whose position of employment requires that more than 50% of their services shall be performed in classroom instruction, including classroom teachers, nurse-teachers, psychologists, department chairpersons, coordinators, guidance counselors, speech therapists, remedial reading teachers, special class teachers, skills teachers, librarians, homebound teachers, regular substitutes, summer school teachers, summer librarians, social workers and part-time teachers.

Excluded: All other personnel employed by the Board, including but not limited to, principals, assistant principals, similar supervisory employees, district level coordinators, per diem substitute teachers, adult education teachers and summer recreation employees and part-time teachers where salaries are funding in whole or in part by federal funds or other outside the District funding sources.

#### **2. COMMENCEMENT OF NEGOTIATIONS**

The Congress agrees to submit its proposals to the Board of Education no later than January 15, 2006. The Board agrees to submit its counter proposals to the Congress no later than February 15, 2006. Both the Board and the Congress agree to commence negotiations on a new agreement no later than March 1, 2006.

**ARTICLE II**  
**FAIR PRACTICES**

The Board and the Congress shall not discriminate against or attempt coercive practices against any member of the bargaining unit on the basis of membership or non-membership in the Congress or any other teacher organization.

**ARTICLE III**  
**SALARIES**

**1. SALARY SCHEDULES**

- A.** Effective July 1, 2004 salaries of all bargaining unit members, except part-time teachers, are set forth in the Appendices, which are incorporated herein.
- |                             |  |
|-----------------------------|--|
| <i>Appendix A thru A-5:</i> | <i>Teachers, including nurse-teachers <u>(2004-2006)</u></i>               |
| <i>Appendix B:</i>          | <i>Guidance Counselors <u>(2004-2006)</u></i>                              |
| <i>Appendix C:</i>          | <i>Department Chairpersons and Coordinators <u>(2004-2006)</u></i>         |
| <i>Appendix D:</i>          | <i>Intramurals <u>(2004-2006)</u></i>                                      |
| <i>Appendix E:</i>          | <i>Co-Curricular – JFK Middle &amp; Sr. High School <u>(2004-2006)</u></i> |
| <i>Appendix F:</i>          | <i>Coaches &amp; Advisors <u>(2004-2006)</u></i>                           |
| <i>Appendix G:</i>          | <i>Summer School <u>(2004-2006)</u></i>                                    |
| <i>Appendix H:</i>          | <i>Miscellaneous Compensation <u>(2004-2006)</u></i>                       |

Salaries for part-time teachers are governed by Article XIV 4.

- B. Salary -**     July 1, 2004 through June 30, 2005 – 3% plus increment  
                      July 1, 2005 through June 30, 2006 – 3.5% plus increment

**Auxiliary Salary Schedules** – To be improved by the base percentages referred to above.

Effective July 1, 2002, the salary schedule for 2002-2003 and thereafter shall contain a MA+75 column. Said column will be created so as to represent ½ the difference between the MA+60 and Ph.D. columns at each step. Only course work begun after July 1, 2001, will be considered for movement on this lane.

**C. *Miscellaneous Compensation***

Effective July 1, for the years 2004-2006, all compensation provided for in this Agreement shall be increased in the same manner as provided for in Article IIB.

- D.** A supplementary schedule of all Appendices and compensation rates shall be published and given the Congress by June 1<sup>st</sup> of each year.

- E.** Teachers hired on or after September 1979 shall not progress beyond Step 5 of the B.A. salary schedule unless they have accumulated sufficient credits to entitle them to movement on the salary schedule.

**2. GRADUATION DAY, CHAPERONING, ACTIVITY,  
GAME ATTENDANTS, SCOUTING**

- A. All chaperoning activities designated by the District including game attendants, scouts, ticket sellers, ticket takers, scorers, timers, assistants to officials field judges, shall be increased as provided for in Article IIIC and Appendix H. A copy of the pay scale shall be sent to the Congress by September 30<sup>th</sup> of each year.

All chaperones at elementary school events shall be paid a sum as provided in Article IIIC and Appendix H.

**B. *Method for Obtaining Chaperones:***

Volunteers in each building shall first be offered the opportunity to chaperone and the list of volunteers shall be established in each building by the first Friday in October. Teachers from the buildings involved in the event shall first be offered the opportunity to chaperone one a rotating basis.

If additional chaperones are needed for the event, volunteers from other buildings shall have the right to fill posts at the discretion of the District.

Payment shall be made to teachers who chaperone gym and music shows conducted after school, it being clearly understood that teachers in charge of said activities shall not be paid chaperone pay except as described in Article VI 3C.

- C. Chaperones for high school graduation shall be paid a sum as provided in Article IIC and Appendix H. They will be obtained in the following manner:

Senior homeroom teachers shall be designated to serve, upon 48 hour notice by the homeroom teacher to the Senior High School Principal of his or her unavailability, the principal shall use the procedure as outlined above.

**D. HOMEBOUND TEACHING**

Teachers of the homebound shall be paid as provided for in Article IIIC and Appendix H.

**E. NEW TEACHERS**

Credit for prior service shall be determined by the Superintendent who shall have the right to hire a new teacher at any step on the salary schedule. This provision shall not apply to teachers recalled from preferred eligibility lists.

**F. CURRICULUM WORK OUTSIDE THE REGULAR DAY/YEAR**

When teachers are asked to perform curriculum work during the summer months or during non-school hours, they shall be paid at the rate of \$156.51 per day, prorated for the time actually spent on the assignment. This rate will be increased at 3.5% for the year beginning in 2005-2006 for the duration of this agreement.

**G. MUSIC TEACHERS**

In the secondary school, each instrumental and vocal teacher for pre and post school rehearsals shall be paid an additional sum as provided for in Article IIC and Appendix H. In the elementary school, music and vocal teachers shall be given compensatory time for pre and post school rehearsals.

**ARTICLE IV**  
**FRINGE BENEFITS**

**1. SICK LEAVE AND PERSONAL LEAVE**

- A. *Sick Leave* – Each teacher shall have ten (10) sick leave days. Serious illness in the family of up to three days per year shall be an authorized reason for the use of sick leave.
- B. *Personal Leave* – Each member of the bargaining unit shall be entitled to four (4) days of paid personal leave annually. With respect to one day of personal leave taken during the school year, a member of the bargaining unit shall not be required to specify the reason for his/her absence, provided he/she gives at least forty-eight (48) hours prior notice in writing through his/her building principal, of his/her intention to take such personal leave day. However, such day shall not be taken on the school day before or after a vacation or holiday except at the discretion of the Superintendent. With respect to the remaining three (3) days of personal leave during the school year, a bargaining unit member shall be allowed such personal leave provide it is taken for one of the reasons specified below and provided the bargaining unit member gives such prior notice thereof as the circumstances permit through the building principal.

*Reasons for Personal Leave:*

- (1) Death in the immediate family of the bargaining unit member, such as the death of a parent, parent-in-law, grandparent, grandchild, sister, brother, spouse, child, or relative living in household of the employee.
  - (2) Attendance at the funeral of a close friend or relative.
  - (3) Observance of a major religious holy day, provided one week's notice is given to the building principal.
  - (4) Attendance at house closing.
  - (5) Required appearance in court.
  - (6) Attendance at the college graduation for members of the immediate family.
- C. All unused sick days and one-half (½) of the unused personal days shall be accumulated as sick days to a maximum of 250 days. In addition, teachers not taking any personal leave days during a school year shall add three (3) of those days to their accumulative sick days subject to the 250 day maximum.
- D. *Bereavement Leave*

Effective for the 1999-2000 school year and thereafter, teachers shall be entitled to up to four bereavement days for each death in the immediate family to be taken on days contiguous with the death. Immediate family shall be defined as mother, father, sister, brother, spouse, children, grandparents, grandchildren, mother-in-law, father-in-law, stepchildren or relative living in household of employee.

**2. HOSPITALIZATION AND MEDICAL BENEFITS**

A. *Benefits*

The Board shall pay 85% of the cost of individual, husband and wife or family enrollment in the Empire Plan-Core Plus Enhancements of the New York

Government Employees Health Insurance Program, The Empire Plan for Participating Agencies, effective January 1, 1986. (The "Empire Plan")

If a teacher opts for enrollment into an HMO plan, the board shall pay the same proportionate share of the premium.

**B. *Premium Continuation***

If full-time teachers are removed from the payroll due to an extended illness/disability and have used all of their accrued sick leave, the first three months of premiums for hospital and medical benefits shall be paid by the district. Said teachers shall be obligated promptly to apply to appropriate New York State authorities for a waiver of the payment of medical coverage premiums. Failure to apply shall cause the District's obligation to pay any premium under this Section to cease, as of the end of the third month of absence. If a waiver of premium is granted there shall be no obligation on the part of the District to fund premium payments. However, if the teacher's application is not approved, the District shall pay the medical coverage premiums for six months (beginning with the first month of absence) or the beginning of the new year (September 1), whichever is longer. The District's obligation under this clause shall be to finance premiums only, in accordance with this provision. The undertaking in this section shall not extend in any way to the payment of health benefits or to any other obligation. In no event, shall a teacher receive any payment under this clause unless the teacher is unable to work by reason of disability/illness, and has submitted a physician's certificate attesting to the disability/illness. The District has the right to verify said disability/illness by requiring a physician designated by the District to perform a physical examination. Failure to agree to such a request shall nullify any obligation created by this section.

**C. *Waiver of Coverage***

During the term of this agreement, all teachers employed by the District for a period of two consecutive years and who are enrolled in a District Health Plan under either individual or family coverage as of said date, may elect to withdraw from such Plan and waive either coverage as of said date. A teacher waiving coverage shall be entitled to receive a total of fifty (50% percent of the premium monies actually saved by the District (i.e. fifty (50%) percent of the District's portion of the premium), for each full year the teacher elects to withdraw from coverage. Such sum shall be paid out in equal installments each payroll period. An election to withdraw from the Plan and waive coverage shall be submitted to the Business Office in writing, on or before March 1, of any year, on forms and in the manner prescribed by the District. Such withdrawal and waiver of coverage shall take effect on July 1 of the ensuing school year. The District's portion of such premium to be shared by the employee shall be determined as of the first effective date of the withdrawal and waiver (i.e. July 1 next following written election of withdrawal and waiver of coverage) and subsequent right to re-entry, shall be subject to requirements of the insurer and the insuring contract and/or any law or rules and regulations of any governmental agency having the force of law. It is further understood that such withdrawal/waiver shall not occur or continue if it prevents compliance with insurers' requirements as to the percentage and/or number of unit participants for District continuation or renewal of participation in the affected

Plan.

The teacher shall have the right to elect to re-enter the plan subject to previous conditions, but shall be entitled only to a pro-rata share fifty (50%) percent of any actual savings for the District if the re-entry occurs during the calendar year. Under this section, teachers may elect to waive coverage and withdraw from family to individual coverage, or no coverage, or from individual to no coverage, provided that membership in each plan must be for a minimum of two consecutive years. Any claim by a teacher under this provision shall be limited to reimbursement issues only; in no event shall the district be liable for any medical bill or a claim for any monies outside of the portion of premium saved by the District.

D. A section 125 Flexible Cafeteria Plan shall be offered by the District.

### **3. DENTAL PLAN**

Effective July 1, 1999, the Board shall pay the annual premium not to exceed \$167,000 a plan equal in benefits to the MET Insurance Companies plan. The Congress shall pay any amount over the \$167,000. The District shall have the option to solicit bids from other companies for substantially equivalent benefits with the right to purchase said insurance for less than \$167,000 and cover bargaining unit members with such plan.

The Dental Plan referred to in this agreement shall be subject to the provisions of the insurance policy and such amendments to said policy which may be adopted by the carrier. Sole recourse for non-payment of any claim shall be against the insurance company on the policy and not against the Board.

Subject to the policy conditions of the insurance company, the parties agree upon the principle that there shall be no liability for an individual's dental contribution during July and August of each year for teachers who tend their resignation effective July or August.

### **4. DENTAL AND VISION PLAN**

Effective July 1, 2000, the District shall pay toward the annual premium for the Dental and Vision Plans in an amount of \$68.00 per month per full-time teacher (or equivalent) to a total amount not to exceed \$16,000 annually for the Vision Plan.

### **5. TRUST FUND**

Effective July 1, 2001, the Bethpage Congress of Teachers shall administer a benefit trust fund for the purpose of providing dental and vision benefits heretofore provided by the District. The District's contribution shall be limited \$100.00 per month per full-time teacher (or equivalent) and shall be in lieu of all other payments by the District for these benefits.

### **6. DISABILITY PLAN**

#### **A. Benefit**

For the duration of this contract, the District shall continue to provide to all full-time teachers the present disability plan.

Effective July 1, 1989, the Board shall pay the full annual premium not to exceed the cost of \$268.00 per teacher, per year. Any premium in excess of \$268.00 shall be paid by the teachers enrolled in this plan. If the cost exceeds such amount,

the Congress shall have the right to locate an insurance carrier which will provide substantially the same coverage at a cost not to exceed the maximum cost limitation provided for herein.

If no such coverage can be obtained, the Congress may elect to reduce the benefits provided by the plan in a manner which will reduce the premium to the above subscribed limits.

Effective July 1, 1995, the Congress shall be obligated to locate an insurance policy that shall cost no less than \$10,000 less than the cost of the 1994-95 policy (cost of policy \$54,766), with the savings ensuring to the benefit of the District.

**B. *Limit of Liability***

The liability of the District shall be solely limited to the contributions for premiums and sole recourse on the part of any teacher shall be limited to claims against the carrier under the terms of the insurance policy. The aforesaid benefits shall be subject to exceptions, exclusions and other terms of the policy, including without limitation provisions altering benefits under the policy relating to Workmen's Compensation and Social Security payments and benefits.

**7. GRADUATE CREDITS AND IN-SERVICE PROGRAMS**

- A.** The continuing improvement of the quality of instruction is a vital concern of the Bethpage School District. In-service education, as well as, continuing graduate courses are means for achieving this goal. The Bethpage Schools are deeply interested in encouraging the professional growth of the staff through in-service and graduate education.
- B.** For attendance at voluntary courses, a teacher may elect to be paid in accordance with Article IIIC (Appendix H), or may accumulate credit on the salary schedule as per this agreement. Note: Appendix H amounts are per hour.
- C.** When a teacher is notified in writing by the District that attendance at an in-service course is mandatory, a teacher may elect to be paid in accordance with Article IIIC (Appendix H), or may accumulate credit on the salary schedule as per this agreement.
- D.** If a course requires the attendance of a teacher for more than the teacher's normal workday, no payment shall be required for such work in excess of the normal work day. If the course runs more than one hour beyond the normal workday, teacher shall, on a pro-rata basis, be relieved of the obligation to assist pupils under Article VI – 3E.
- E.** All new teachers hired on or after July 1, 1985 shall not accumulate in-service credits for movement from the BA lanes to the MA lane. Such teachers, who are not required to obtain a Masters Degree, can use the "9-6 ratios" to move across the salary schedule lanes. When such teachers qualify for placement on the MA lanes, qualification for movement along the MA lanes shall be conditioned on successfully completing at least 9 graduate credits. The remaining credits for movement from one lane to another may consist of in-service credits. The percentage is referred to as a "9-6 ratio." New teachers who have completed in-service courses while on the BA lane may utilize such courses for credit for movement in the MA lanes, subject to conditions of this article. College credits earned prior to award of the Masters



Degree may not be used for lane changes beyond the Masters Degree.

- F. Existing teachers shall be entitled to move from the BA to the BA+45 or BA+60 lane in accordance with the 9-6 ratio policy.
- G. All teachers in the district, whenever hired, upon receipt of the Masters Degree, shall be entitled to move laterally on all MA lanes in accordance with the 9-6 ratio policy.
- H. It is understood that no teacher shall apply any credit twice.
- I. Commencing with the 1988-89 school year, credits in excess of those used in any lane change for which a teacher applies will be reserved (unless payment therefore was received) and available for subsequent lane changes for which the teacher may apply.
- J. If the parties to this agreement agree to participate in the Intercounty Teacher Resource Center, or any teacher center, then Bethpage teachers and teachers from outside the District who are approved for attendance, may participate in the programs on district premises.
- K. *Basis of Credit*
  - 1. Graduate credit shall be determined by sponsoring institution.
  - 2. One in-service credit shall equal 10 hours of participation in the in-service program. Less than 10 hours shall be prorated accordingly.
- L. *The following criteria apply to graduate/in-service credit:*
  - 1. All in-service and graduate courses taken for credit or compensation must have the approval of the Superintendent of Schools prior to the time of registration.
  - 2. In order for Superintendent approval, the course work must meet one or more of the following conditions to earn credit or compensation.
    - a. Areas critical to classroom teaching
    - b. Areas of certification
    - c. Areas allied to the field of responsibility
    - d. Areas related to fundamental change involving content or methodology of instruction.
  - 3. Graduate courses shall be recognized and approved for salary credit from an accredited college or university. The institution may be regionally accredited, accredited by a nationally recognized accrediting agency, or the accrediting agency is recognized by the U.S. Office of Education.
  - 4. All NYSUT courses in the Effective Teaching Program, BOCES, CITE, SCOPE, SETRIC and Teacher Center courses shall be recognized for either graduate credit, in-service credit, or compensation.
  - 5. Collegial Circles can be taken for in-service credit only.
  - 6. Evidence of completion of course work must be submitted to the District for acceptance before credit or compensation is granted. The evidence shall be a transcript for graduate courses or a certificate of completion for in-service work.

7. Column Advancement: Any teacher who in the course of a year (September 1 to August 31) becomes eligible for column advancement shall be advanced immediately following September 1<sup>st</sup> (if transcript is received no later than September 30<sup>th</sup>) or February 1<sup>st</sup> (if transcript is received no later than February 28<sup>th</sup>) to the higher rate provided in the salary schedule. For payroll purposes, all eligible will be compensated retroactively by October 15<sup>th</sup> for September 1<sup>st</sup> and by March 15<sup>th</sup> for February 1<sup>st</sup>. For administrative purposes, all eligible must send a letter of intent for lane change to Assistant Superintendent for Human Resources no later than September 15<sup>th</sup> or February 15<sup>th</sup>. Effective July 1, 2004, employees shall be entitled to advance no more than one lane per year for all post Masters Degree coursework.
8. Effective July 1, 2004, notwithstanding the provisions of Paragraph 7(B) and 7(1) hereof, there shall be a limitation of nine (9) in-service credits per year per teacher. This provision shall not act so as to change the 9-6 ratio policy referred to in this paragraph which limits a teacher to six total in-service credits per lane change.

## **8. JURY DUTY**

Bargaining unit members called for jury duty service or required to serve upon any jury shall be reimbursed for all pay lost as a result of such service or appearance. The bargaining unit member's salary shall be maintained, but he/she shall be required to pay-over or endorse to the Board or other designated authority any monies or checks received in payment for such jury services.

## **9. TAX-SHELTERED ANNUITY**

The Board shall maintain a tax-sheltered annuity program for the benefit of all teachers.

## **10. EDUCATIONAL CONFERENCE**

When an educational conference is approved by the Superintendent, the Board shall pay all reasonable expenses for such conference.

## **11. LEAVE OF ABSENCE**

### **A. *General Leave of Absence***

Upon ninety (90) days advance notice to the District, a tenured teacher with four years of continuous service shall be entitled to a one year's unpaid leave of absence commencing at the beginning of a school year.

A teacher on such leave shall not accrue any seniority, and shall not be entitled to a step increment or any other benefit which would have accrued to teachers actually working for the same period. A teacher may elect to be covered by the medical, dental and disability programs by paying the full cost of premiums for said policies, unless prohibited by the carrier.

No more than six such leaves shall be granted during any school year. A teacher shall be eligible for a second leave of absence under this provision ten years after the conclusion of the teacher's first leave of absence.

If 3020-(a) proceedings are initiated after an application for leave is made, the

District may deny the leave prior to its effective date.

**B. *Childrearing Leave***

Leave of absence without pay and without step advancement for the sole purpose of caring for the teacher's newly born infant or adopted child shall be granted to a full-time tenured teacher who has been employed by the district more than three years upon fulfilling each of the following conditions:

1. The teacher shall notify the district at least ninety (90) days prior to the expected date of birth that he/she intends to take childcare leave. The leave must be taken at or about the time the child is born. In the case of an adopted child, the leave must be taken at or about the time the child is adopted; moreover, the 90-day notice requirement shall not apply.
2. The childcare leave shall be granted for either one semester or a full school year. After one (1) year's leave, an individual may apply for a second year's leave giving at least ninety (90) days notice. This procedure may be repeated on the birth or adoption of another child but under no circumstances may the total leave exceed four (4) consecutive years. If a teacher does not intend to return to the district, sixty (60) days written advance notice to the Superintendent is required. The date of return must coincide with the beginning of a semester.
3. Before a leave will be granted, teachers must sign a statement provided by the district confirming that a failure to return to the district at the time specified for return to teaching constitutes a resignation from service with the district. A resignation letter will allow for emergencies and illnesses as a justifiable excuse for a teachers failure to return to the district at the time specified in the aforementioned statement. Reasonable proof shall be submitted.
4. The teacher's anniversary date for receiving step credit shall be deferred for a period of time equal to the teacher's time on leave.
5. The notice periods specified above are all minimum. The parties jointly agree that the teachers will make every reasonable effort to give the district greater notice than the minimum requirements of this section.
6. A teacher on childcare leave may not apply for leave without pay of any other type.
7. Any teacher who takes leave under this article will not be eligible for leave pursuant to Article IV.9, until two years after leave under this section has ended.
8. If 3020(a) proceedings are initiated after an application for leave is granted, the district may deny the leave prior to its effective date.

**12. LONGEVITY SALARIES**

**A. *Special Longevity Services***

Similar to the normal longevity increment elsewhere described, appropriate steps of the basic teachers' salary schedule shall be increased, when applicable, by a "special longevity increment," which is intended to reward teachers for long and

conscientious service to their school district and to induce such teachers to devote their entire careers to this district.

1. Teachers with twelve (12) years or more of continuous tenured service within the District, for which step credit has been granted in each of these years, shall be paid on Step 16\* (first longevity step). All service towards this increment must have been within Bethpage Union Free School District, Town of Oyster Bay, Nassau County, Bethpage. Transfer credit does not count towards this increment.
2. Teachers with sixteen (16) years or more of continuous tenured service within the District, for which step credit has been granted in each of these years, shall be paid on Step 20\*\* (second longevity step). All service towards this increment must have been within Bethpage Union Free School District, Town of Oyster Bay, Nassau County, Bethpage. Transfer credit does not count towards this increment.
3. Effective July 1, 1998, the salary steps 25 through 29 shall be \$1,000 more than the salary at Step 20\*\*. The salary at steps 30 through 34 shall be \$1,000 more than the salary at Step 25. The salary at Step 35 and above shall be \$1,000 more than the salary step at 30. (see Appendix A-1)
4. Should there be any administrative or judicial decision or opinion by any state official of competent authority to issue opinion on the subject matter of this paragraph, which decisions or opinions required that all transfer credit within or without the District be included in the granting of transfer credit for service within and without, then this provision shall be null and void. In this event, no payment shall be deemed due to anyone claiming credit outside the District as to any longevity payment which has not been actually paid as of date of such decision or opinion.

### **13. RETIREMENT PAYMENT**

- A. For retirements effective June 30, 2003 only, the District will offer a one time retirement incentive of \$1,000 per year for each year of actual full-service as a teacher in Bethpage to a maximum of \$35,000. In order to qualify for this incentive teachers must:
  - a. be eligible to retire from the New York State Teachers Retirement System as of June 30, 2003 and receive full benefits without penalty.
  - b. actually and permanently retire (no vesting) from the New York State Teachers Retirement System effective June 30, 2003.
  - c. file an irrevocable letter of resignation with the Superintendent no later than December 1, 2002.

Retirees pursuant to this paragraph shall be paid on or before July 15, 2003.

#### **B. General Provisions**

- a. Any payments provided for under this Article shall comply with the payroll withholding provisions where applicable of federal and state law.

- b. If any teacher entitled to severance pay by retirement and/or resignation as hereinbefore provided during such teacher's lifetimes dies following the effective date of resignation, but prior to payment of severance pay due hereunder, the balance shall be paid to the estate.

#### **14. SICK LEAVE CONVERSIION**

- A. A teacher may resign and shall have the right to convert accumulated sick leave into cash payments in accordance with the following schedule:

***Effective July 1, 1996:***

- \$ 95.00 per day, for all days, if 1-149 days accumulated;
- \$105.00 per day, for all days, if 150-199 days accumulated;
- \$115.00 per day, for all days, if 200-249 days accumulated;
- \$125.00 per day, for all days, if 250 days accumulated.

- B. Effective July 1, 1999 and thereafter, no teacher shall be eligible for payments pursuant to this paragraph unless he/she has completed at least five years of consecutive full-time service with the District immediately preceding resignation.

If a teacher resigns during July and August, sick days normally granted to the teacher on the following September shall not be included in any sick leave conversion under this section.

- C.
  - 1. A teacher who is excessed and placed on an eligibility list may elect to convert all their accrued sick leave for cash at the rate in effect on the date when the teacher is excessed.
  - 2. Or, a teacher who is excessed and placed on an eligibility list may elect to preserve their accrued sick leave while remaining on the eligibility list. If the teacher is not recalled to teach within the seven year limitation for eligibility or resigns within that time, the teacher shall be paid for the accrued sick leave at the rate that was in effect on the date when the teacher was excessed.
  - 3. If the teacher is recalled, the sick leave conversion will convert to the current contract rate after ninety (90) work days, if the teacher resigns prior to reporting to work or prior to fulfilling the ninety (90) work days, the rate at the time of the previous excessing shall determine the value of the accrued days.

#### **15. ARMED SERVICE OBLIGATION**

Teachers who are required to fulfill a service obligation to an armed forces or National Guard Reserve Unit during the school year shall not have time spent in fulfilling such obligation charged against their current or accrued absence allowances. The Superintendent shall be notified immediately of any required attendance with a military reserve unit.

**ARTICLE V**  
**SCHOOL CALENDAR**

**1. CHANGES**

The Board reserves the right to adjust the school calendar between September 1, and the last day of school in each year of this contract. Such adjustments may be made without additional compensation so long as the 180 day school year is not increased, it being understood that if school is closed due to snow or other contingency, teachers shall be required to make up such days within the school year. Under no circumstances will the school year be less than 180 school days.

Effective July 1, 1999 the requirements referred to above shall be increased to 182 days. The additional two days shall be utilized for staff development as determined by the Superintendent of Schools. Effective July 1, 2001 and thereafter, said requirements shall be increased to 183 days. This additional day shall also be utilized for staff development as determined by the Superintendent of Schools.

The parties shall meet during the spring of each year in order to discuss the calendar for the succeeding school year. A mid-winter recess shall be included if feasible.

**ARTICLE VI**  
**SCHOOL YEAR**

**1. SCHOOL DAY**

The school day in the elementary schools shall consist of six (6) hours and twenty-five (25) minutes per day. The school day in the middle school and high school shall consist of six (6) hours and forty-eight (48) minutes. The district has the right to adjust the starting and closing time in each building upon notice to the Congress by August 1<sup>st</sup>.

Effective July 1, 2001 the Middle School and High School days shall increase to seven (7) hours. Effective July 1, 2000, committees shall be established in each building in a manner determined by the Superintendent and BCT President in order to make recommendations to the Superintendent and Board of Education as to the utilization of the extra time. The final determination as to such utilization shall be with the Board of Education upon recommendation of the Superintendent.

Effective July 1, 2001 the Elementary School day shall be increased to six (6) hours and thirty-five (35) minutes.

**2. PRE-SCHOOL DAY**

Teachers may be required to report for faculty meetings if they are scheduled prior to the opening of school in the morning.

**3. POST-SCHOOL DAY**

Recognizing that teaching is a profession, the members of the bargaining unit agree to abide by their responsibilities as professionals. The professional staff's day shall be administered reasonably in a good faith manner.

- A. Each member of the bargaining unit shall remain as required after the termination of the pupils' day to assure orderly dismissal of pupils, to attend faculty meetings and departmental meetings. The District shall have the right to utilize teachers for assistance in development of curriculum on a voluntary basis without Congress consent.
- B. Attendance may be required for scheduled evening activities such as open school nights and career nights. Each year, three Open School Nights shall take place in each school. The Congress recognizes that the teachers in charge of such activities as physical education demonstrations, art, music and similar programs are responsible for those activities on a non-payment basis, except as described in Article VI-IIIC. All chaperones at these events will be paid as provided for in Article IIIC and Appendix H. Where compensation is not required, the parties require the fullest compliance on the part of the teacher in charge of the activity.
- C. Where the District requires a teacher to be scheduled for an event listed above in a second building, such teacher shall be paid as provided for in Article IIIC and Appendix H. Mileage allowance will not be paid by the District.
- D. *Individual Conferences* – Bargaining unit personnel shall remain after the pupils' day at the request of a principal or the Superintendent for the purpose of discussing any matter, if such a conference cannot be reasonably scheduled during the school day.
- E. *Pupil Assistance* – Each teacher shall remain on the school premises for an average of 60 minutes per week, and be available for the purpose of assisting pupils and for conferring with parents. A schedule shall be agreed upon at the building level between staff and the building principal.

If the Superintendent specifies that a teacher is not making herself or himself available for additional help to students, the teacher may be required to remain 60 minutes per week as specified by the Superintendent.

#### 4. PRE-SCHOOL / POST-SCHOOL DAY

In addition to the obligations referred to in paragraphs 2 and 3 effective July 1, 1999, one elementary school day per month shall be extended by one hour which shall be devoted to administrative meetings and/or professional responsibilities. This hour will be considered non-instructional time.

### ARTICLE VII TEACHER PROGRAMS

#### 1. TEACHING SCHEDULES

##### A. *Notice*

Bargaining unit members shall be given written notice of their tentative teaching assignments for the succeeding school year on or before June 15<sup>th</sup> of each year. Copies of the master schedule of teaching assignments for each school shall be supplied to the Congress upon completion. The parties recognize that changes in the student enrollment figures after the release of teaching assignment schedules may necessitate adjustment of those schedules.

## **B. *Mileage***

Teachers assigned to two or more buildings shall be reimbursed according to I.R.S. guidelines for length of the contract for all travel between each daily building assignments when use of their own automobile is required by the district. Reimbursement shall be accomplished under policies established by the district, which policies may be changed by the district.

## **C. *Consecutive Teaching Assignments***

Except in emergency situations, no secondary teaching schedule shall include, and no teacher shall be required to participate in, more than three consecutive periods of instruction.

## **D. *Duty Assignments***

- a. No teaching schedule shall include, and no teacher shall be required to perform, study hall duty for more than one semester during the school year (except in such circumstances in which the relief from duty of the additional five (5) Congress officials make it necessary to repeat duty assignments).
- b. Teachers shall not have bus duty.
- c. All homeroom periods at the secondary level shall be limited to ten minutes and shall not be extended except in emergency situations. Homeroom shall not be considered a duty.
- d. Secondary school and middle school teachers shall be relieved of lunch duty under the following conditions:
  - i. Volunteers shall be solicited for lunch duty.
  - ii. The building principal shall have the sole right to select from the volunteers.
  - iii. Volunteers selected shall be paid as provided for in Article IIIC and Appendix H provided they render satisfactory service.
  - iv. The building principal shall also have the right in his/her sole discretion to assign teachers to lunch duty if a competent staff cannot be selected from among the volunteers.
  - v. In the event there are no volunteers, the principal shall assign without compensation.
  - vi. The Rotation of Duties clause shall be waived if it becomes necessary, in order to reasonably implement provision of this section.

Said program shall be totally funded by adjustment to the teacher salary schedule.

- e. Secondary school teachers assigned to three (3) or more preparations shall be relieved of hall duty pursuant to the following schedule as determined on the basis of seniority:
  - i. 1999-2000 -  $\frac{1}{3}$  of staff
  - 2000-2001 -  $\frac{2}{3}$  of staff
  - 2001-2002 – remaining staff will serve on rotating basis



- ii. In the event of a security emergency/crisis, both parties will agree to suspend this provision for a mutually agreed upon period of time.
- f. Effective July 1, 1999 all secondary school teachers shall be present at the doorway to their rooms during passing times to assist in monitoring the halls. This obligation shall be subject to teachers needs to change rooms during passing time.
- g. Effective July 1, 1999, attendance duty shall be eliminated.

## 2. COVERAGE

1. For each full period of coverage, secondary teachers shall be paid in accordance with Article IIIC and Appendix H. Coverage for less than a full period may not be accrued.
2. *Elementary teachers shall be paid for coverage as follows:*
  1. In the event that a class is divided among two (2) or more teachers for the entire school day, then compensation shall be prorated among them. Coverage for less than one (1) hour will not be accrued. Coverage after one (1) hour shall accrue, only in 30 minute increments. Compensation shall be paid in accordance with Article IIIC and Appendix H.
  2. In the event that a classroom teacher is assigned coverage for a Special teacher, (Art, General Music, Physical Education), such teacher shall receive a proration in accordance with Article IIIC and Appendix H, based upon the number of classes scheduled for the Special teacher; e.g., 1 of 7 = 1/7.
3. No compensation shall be made either at the secondary or elementary level in the case of teachers whose coverage is necessitated by:
  1. Lateness due to inclement weather.
  2. Illness of a teacher during the course of a day.
  3. Teachers leaving school for emergency reasons during the day provided that the principal has been notified and approves.
4. A teacher whose absence from class or homeroom, for any reason other than those listed above, necessitates coverage, shall be liable to a deduction as follows:

In the secondary school, up to 1/1000<sup>th</sup> of salary for each period missed.

In the elementary school, up to 1/1000<sup>th</sup> of salary for each 60 minutes missed.

The deduction, and the amount of deduction, shall be in the sole discretion of the Superintendent. In the event a deduction is made, the teacher providing the coverage in that instance shall receive the amount of compensation deducted above for a full period of coverage whether or not a full period is actually served.

Nothing herein shall be deemed to provide excuse or alternative for the obligation of professional staff members to attend to their duties on time and nothing herein shall abrogate the right of the district to hire per diem substitutes.

### 3. LUNCH AND PREPARATION PERIODS

#### A. *Elementary Schools*

1. **Lunch Periods:** On the elementary school level (K-5), all teachers in all schools shall have a one (1) hour duty free lunch period five (5) days per week. The one (1) hour lunch period shall be defined as commencing at the scheduled time of departure of the pupils from the classroom for the lunchroom and terminating at the scheduled time of return of the pupils from the playground. The one (1) hour period shall include that amount of time reasonably required of the teacher to supervise children until they have been transferred to the direct supervision of the lunchroom supervisor and to supervise the children in their return from the playground to the classroom. On occasion, emergencies may arise which may shorten a teacher's duty-free period.
2. **Preparation Periods:** The Board will make every effort to provide one duty-free preparation period per day for all elementary teachers (1-5), subject to budgetary limitations and the educational needs of the District.

Effective July 1, 1999, elementary school teachers (K-5) shall be guaranteed one duty-free preparation period per day of no less than 30 minutes. On occasion, emergencies may arise which may shorten a teacher's duty-free preparation period. The district will make every effort to honor past practice in each elementary building if preparation period has been in excess of thirty (30) minutes.

#### B. *Secondary Schools*

1. **Lunch Periods:** The Board will guarantee a duty-free lunch period each day to all bargaining unit members on the secondary level. On occasion, emergencies may arise which may shorten a teacher's duty-free period.
2. **Preparation Periods:** The Board will guarantee one duty-free preparation period per day for each bargaining unit member. On occasion, emergencies may arise which may shorten a teacher's duty-free preparation period.

### 4. ASSEMBLY PERIODS

Teachers who do not have classes at the time of any given assembly need not attend such assemblies, unless they are assigned assembly duty. Those assigned assembly duty will include those who normally serve in that capacity, and those teachers on a duty that would involve them in an assembly coverage.

In the event that an assembly program should consume more than the one period allowed, the additional time shall be deducted from one subsequent period for each instance.

### 5. LIBRARY PERIODS

The School Library shall be available for use by individual students and by class groups throughout the school day. Every attempt shall be made to provide flexible scheduling, so that individual teachers shall be enabled to bring their classes to the library at times best suited for the purposes of classroom instruction.

## **6. MIDDLE SCHOOL & HIGH SCHOOL**

- A.** The teacher's day in the middle school and high school shall consist of six (6) hours and 48 minutes. Each class period will be 41 minutes. If the District desires to establish 42-minute period, within the confines of the six (6) hours and 48 minutes, it shall have the right to reopen this Agreement on this subject and negotiate the issue with the Congress. Effective July 1, 2001 the Middle School and High School days shall increase to seven (7) hours.
  - B.** Homeroom periods may be extended, with no single period shortened on a regular basis.
  - C.** Teachers at the middle school and high school will have the following schedule:
    - a. 5 teaching classes
    - b. 1 guaranteed duty-free lunch period (on occasion, emergencies may arise which may shorten a teacher's duty-free lunch period)
    - c. 1 guaranteed duty-free prep period (on occasion, emergencies may arise which may shorten a teacher's duty-free lunch period)
    - d. 1 duty period
    - e. 1 professional activity period
  - D.** The activities performed by teachers during the professional activity period to improve student performance, shall be determined by the administration and the middle school and high school faculty with the approval of the Board of Education. Teachers have discretion to initiate student contact during this period. Under no circumstances will these activities consist of a sixth period teaching class or a duty period.
- 7.** Any changes beyond the plan set forth in Article VII. 6. would need approval of the Congress.
- 8.** The Board reserves the right to eliminate driver education during the school day. The Board reserves the right to offer driver education either before or after school hours and/or on non-school days. Teachers of the driver education program shall be paid at an hourly rate equal to that of Homebound teachers as provided for in Article IIC and Appendix H.

## **ARTICLE VIII** **CLASS SIZE**

### **1. CLASS SIZE**

The parties recognize the desirability, from both an educational viewpoint and from the viewpoint of providing a good working environment for teachers, of limiting the number of students participating in a class and of equalizing, as much as possible, the number of students assigned to the various classes conducted within a grade level or subject area.

To that end, it shall be the policy of the Board to limit class sizes and to equalize class sizes to an extent consistent with sound educational principles, and the fiscal resources and physical facilities of the District.

If effectuating and implementing its class size policy, the Board agrees to meet and consult with representation of the Congress from time to time.

## **2. CLASS LOAD**

To the extent permitted by the fiscal resources and physical facilities of the District, and consistent with sound educational principles, the number of students assigned to instruction by a member of the bargaining unit, on the secondary level, on any one day shall be within the following guidelines:

- A. Academic subjects and all subjects other than music and physical education a maximum of 150 students.
- B. Music and physical education a maximum of 220 students.

Notwithstanding the foregoing, the Board will continue its present written policy in regard to the daily class load for secondary English Teachers.

## **ARTICLE IX** **SUB POOL EXPERIMENT**

The Board may establish, at its discretion, a permanent sub pool program on an experimental basis. Teachers who have been excessed may be offered employment on conditions established by the Board and communicated to the teacher.

## **ARTICLE X** **NEW AND VACANT POSITIONS**

- 1. The Board, or its representatives, before acting to fill a new or vacant administrative position, shall post a notice indicating the nature of the position. Such notice shall be posted in all five schools sufficiently in advance of filling the position to allow bargaining unit members an adequate opportunity to apply. A copy of said notice shall be mailed to the Congress.
- 2. The Board, or its representatives, before acting to fill a new position to commence in September, or a position to become vacant in September, shall post a notice indicating the nature of the position. Such notice shall be posted in all schools within a reasonable period of time after notice of the position comes to the attention of the Superintendent.

## **ARTICLE XI** **GRIEVANCE PROCEDURE**

### **1. GENERAL**

- A. **Objectives.** The parties hereto recognize that it is in their mutual interest to resolve immediately, amicably, at the lowest level and with the least involvement of supervisory authority, all grievances which may arise. The following provisions shall be interpreted so as to achieve this end.
- B. **Definition of Board.** For purposes of the succeeding provisions, the Board shall be deemed to include its Superintendent, Principals, Administrators, and any other supervisory authorities who are not members of the bargaining unit.

**C. *Bargaining Unit Representatives.*** For the purpose of handling grievances and settling disputes between the Congress and the Board, the Congress will designate and the Board will recognize one building representative in each elementary school building, two building representatives in the Junior High School (Middle School) and three building representatives for the Senior High School. Designated building representatives only shall have the authority to investigate grievances, complaints, disputes, controversies or disagreements between the Congress and the Board. The Congress shall designate and the Board shall recognize one grievance chairperson to coordinate grievance handling throughout the District for the Congress.

**D. *Investigation of Grievance.***

1. Building representatives designated under the preceding section shall be permitted to investigate grievances, complaints, disputes, controversies or disagreements during working hours, provided such investigation does not interfere with their teaching or other assigned duties, or the teaching or assigned duties of either the teacher, whose grievance is being investigated, or any other employee.
2. The grievance chairperson designated under the preceding section shall be allowed to visit any school building and to conduct Congress business, provided such visit does not interrupt the teaching or assigned duties of any teacher in the school visited, and provided he or she follows the signing in procedure in effect at the school and notifies the building principal, or any person acting in his or her place, of his or her presence. Such visits shall not be conducted during the teaching or assigned duty time of the grievance chairperson.

**E. *No Reprisals.*** The Board the Congress jointly guarantee all persons or parties against any reprisals as the result of filing a grievance.

**F. *Exclusivity.*** This procedure shall be the sole and exclusive method for resolving teacher grievances. However, nothing contained herein shall be construed to deny to any employee his or her rights under Section 15 of the New York Civil Rights law, under Article XVI of the General Municipal Law, under the Education Law or under applicable Civil Service Laws and Regulations.

**2. RIGHT TO GRIEVANCE**

The Congress, the Board and any teacher, whether a member of the Congress or not, shall have the right to grieve. Any teacher shall have the right at any time to present grievances and submit complaints to arbitration under the provisions of this Article. Nothing herein shall be deemed to prevent any grievant from being represented by the Congress or representative of his own choosing.

**3. CONGRESS PARTICIPATION**

The Congress shall have the right to be present at all steps of the grievance procedure which involve the interpretation or application of the agreement. The Congress shall not have this right with respect to grievances asserted by the teacher to be personal.

**4. PERIOD OF LIMITATIONS**

No grievance shall be submitted to step one of the procedure set forth in paragraph 5 of this Article, if more than 60 school days have passed since occurrence of the facts

which gave rise to the grievance, or since the grievant knew or should have known of such facts, whichever period is longer. Where the circumstances giving rise to the grievance are of a continuing nature, for the purposes of computing the period of limitations set forth herein, the facts giving rise to the grievance shall be deemed to have occurred on the last day of such continuing period.

**A. Step One (Building Principal)**

Any complaint, dispute, controversy or disagreement between one or more bargaining unit members and the Board, or between the Congress and the Board, shall be presented, in writing, to the building principal, where such complaint, dispute, controversy or disagreement arose, by the Congress building representative or by the individual grievant. Within eight (8) school days, the building principal's written response shall be noted on the grievance and transmitted to the Congress or to the individual filing the grievance.

**B. Step Two (Superintendent)**

1. If the complaint, dispute, controversy or disagreement is not resolved under step one, the original grievance, together with the response of the principal, shall be presented in writing to the Superintendent within ten (10) school days after the building principal's written response.
2. Within ten (10) school days following the filing of the grievance with the Superintendent, he or she shall notify the grievant and his/her representative, if any, in writing, concerning his or her response to the grievance.

**C. Step Three (Advisory Arbitration)**

1. If such complaint, dispute, controversy or other disagreement is not satisfactorily resolved within fifteen (15) working days following submission to the Superintendent, and provided that such grievance involves the interpretation and application of this Agreement, including an alleged violation of the Board's prior written vacation and holiday policy, the full complaint, dispute, controversy or disagreement may be submitted to arbitration before an arbitrator designated by the American Arbitration Association, in accordance with its rules. The submission shall contain all sections of the agreement claimed to have been violated. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association with the customary expenses of arbitration shared equally between the Congress and the Board, or the Board and the individual grievant, as the case may be.
2. Neither party shall be bound by the determination of the arbitrator; however, the parties mutually promise to give such a determination the consideration and respect that a decision by an impartial, competent authority merits, and to make every effort to abide by such determination. Each party agrees to communicate its acceptance or rejection of the Arbitrator's Award to the other party within thirty (30) days.

**5. APPEARANCE AND REPRESENTATION**

Meetings or hearings held under this Article shall be conducted at a time and place that is mutually acceptable to the parties, including the individual grievant, and which will afford a reasonable opportunity for all persons entitled to be present, to attend. In

the event such a meeting or hearing is held during school hours, any bargaining unit member who is required to attend such meeting because he or she is a grievant, Congress representative designated under paragraph 1, Section (c) of this Article, or a witness whose presence is required by the Authority conducting the meeting or hearing, shall be excused with pay, for such purpose.

## **6. RECOGNITION OF LAWS**

It is clearly understood and agreed that the exercise of any power or duty delegated to or imposed by law upon the Superintendent of Schools and/or the Board of Education, including, but not limited to, actions taken pursuant to Section 3012 of the Education law, shall not be subject to the grievance procedure set forth in this Article.

## **ARTICLE XII** **MATERS OF GENERAL CONCERN**

### **1. BOOKS AND SUPPLIES**

During the fall of each year, teachers shall be consulted by their immediate superiors concerning books and supplies recommended for purchase during the succeeding year.

### **2. MARKING PERIOD**

Teachers shall have a one-week interval in which to prepare marks.

In the high school, teachers shall have two school days in which to prepare marks. The marks will be due on the morning of the third day.

### **3. PERSONNEL FILES**

- A.** Upon request, bargaining unit members shall have access to their own personnel files and shall have the right to view and copy any non-confidential portion of the contents thereof which may be used in evaluating them.
- B.** Confidential matters shall consist of pre-employment inquiries to former employees; responses received from said employers, transcripts and placement folders; confidential information received from governmental agencies.
- C.** No material pertaining to the bargaining unit member's conduct, service, character or personality shall be placed in the files unless the member has been afforded the opportunity to read it. The member shall acknowledge that he or she has read such material by affixing his or her signature which signifies that he or she has read the material to be filed but does not necessarily indicate that he or she agrees with the contents.
- D.** The member shall have the right to respond to any material of the type described in subparagraph (c) and to attach to his or her answer any evidence supporting the teacher's position. Such answer shall be attached to the file copy.

**ARTICLE XIII**  
**CHAIRPERSONS AND COORDINATORS**

**A. *Chairpersons***

1. Chairpersons and coordinators salaries for their respective departments is included in Appendix C of this agreement.
2. Chairpersons shall not be assigned any non-teaching duties.
3. Chairpersons with a department of from three to ten teachers shall teach no more than four classes; chairpersons with ten or more teachers shall teach no more than three classes.

**B. *District Coordinators***

The District reserves the right to designate the Foreign Language and Music District Coordinators as supervisors. If the District so designates positions to be supervisory, the aforementioned coordinators shall teach no more than two periods.

**ARTICLE XIV**  
**SPECIAL AREAS**

**1. LIBRARIANS**

The Board shall include librarians in all applicable stages of curriculum planning so that materials will be available at the time of curriculum changes.

**2. NURSE-TEACHERS**

- A. Nurse-Teachers shall have no other duties other than nurse teaching except in emergency situations.
- B. Nurse-Teachers shall not be required to file regular reports concerning their teaching activities.

**3. SOCIAL WORKERS**

Social Workers shall be on call ten working days during the summer recess. It is intended that Social Workers will be on call five working days immediately after the last day of classroom teachers' attendance in June and will be on call five working days immediately prior to the first day of classroom teachers' attendance in September. However, if required and the Social Worker is available during the remaining summer period, any service would be part of the ten day requirement.

**4. PART-TIME TEACHERS**

The following terms relate solely to part-time teachers, Part-time teachers are defined as those who teach, for a minimum of a semester, at least two-fifths of a schedule but less than a full schedule, excluding teachers whose salaries are funded in whole or in part by federal funds or other outside-the-district funding sources. (Teachers who work part-time for any semester in a school year shall be deemed part-time teachers).

It is understood by both parties that only those teachers meeting the definition of part-time employees set forth in this section are covered by this agreement and that no claim for recognition of coverage of other part-time teachers shall be made by the Congress in litigation, arbitration or in PERB proceeding, except that such a claim may



be made if the District creates a new part-time position not in existence upon the execution of this Agreement.

Part-time teachers shall be entitled to only those terms and conditions of employment contained in this section and none others. All other terms contained in this Agreement, not contained in this section, shall not apply to any part-time teacher.

The arbitration provision in this Agreement contained in Article X14, C shall not apply to part-time teachers, nor shall said part-time teachers have access to the grievance provision of this Agreement except insofar as such grievance may involve a claim that the District has violated a term and condition of employment specified in this section.

Improved benefits, wages and conditions of employment negotiated or in any way agreed upon or conferred for full-time teachers shall not automatically be applied to part-time teachers.

**Terms and conditions of employment for part-time teachers shall be:**

Salaries for teachers hired as of July 1, 1989, shall be prorated in accordance with existing District practices. For new hires, the teacher's salary step and experience step shall be determined by the Superintendent.

For teachers hired for the first time by the District after January 1, 1990, the cost of hospitalization and medical benefits shall be prorated, in accordance with time worked, and teachers shall bear their proportionate costs in accordance with this Agreement.

For purposes of annual salary adjustment, part-time teachers shall have their anniversary date adjusted yearly.

**Sick and personal leave shall be granted as follows:**

Part-time teachers who work a full-time teacher's schedule (180 days per year) shall receive the same number of sick and personal leave days as do full-time teachers. (See Article IV Section 1)

1. Part-time teachers who work less than the teacher's work year shall receive a proration of the teacher's sick and personal leave days in proration to the days they work.
2. Part-time teachers shall have the same rights to accrued sick and personal days presently enjoyed by full-time teachers under this Agreement.

**The following benefits shall be given in accordance with the provisions of this Agreement:**

Homebound teaching and in-service payments; chaperone pay; mileage allowance and summer curriculum/summer school pay.

In addition, subject to the obligations applicable to other teachers, the following terms of employment shall apply as contained in this Agreement:

1. Jury duty; tax-sheltered annuity; personnel files, payroll deductions, and the right to waive insurance coverage under the conditions of this Agreement.
2. Part-time teachers shall be responsible for fulfilling all the responsibilities applicable to other teachers whether or not contained in this Agreement including,

but not limited to, evening activities, conferences, internal coverage and marking periods.

**ARTICLE XV**  
**PARTIES RIGHTS**

**1. MANAGEMENT RIGHTS**

It is recognized that the Board has complete authority over the policies and administration of the school system. The Board retains the exclusive right, among other customary rights of school boards and employers, to determine the standards of service to be offered to the community, determine the standards of selection for employment, direct its employees, to hire, promote, take disciplinary action (subject to The Education Law), deny tenure, maintain the efficiency of the District operation, determine the methods, means and personnel by which District operations are to be conducted, determine the contents of jobs, take all necessary actions to carry out its mission and execute complete control and discretion over the District's organization and the technology of performing District affairs; provided the foregoing rights shall not be executed in a manner which violates any provision of the Agreement.

**2. PAYROLL DEDUCTIONS**

**A. *Dues Check-Off*** – Upon receipt of an appropriate authorization, signed by a member of the bargaining unit, the Board will deduct Congress dues from the wages of such bargaining unit member. A list of those teachers from whose wages the deduction were made and the amount deducted from each shall be submitted to the Congress monthly, within ten (10) days from the submission of the monies. Deductions shall be made from each bi-weekly pay check, in accordance with the check-off authorization.

The dues check-off privilege shall extend only to the exclusive bargaining representative.

The dues deduction authorization shall be in the form attached hereto, as Appendix I, and shall be revocable only upon the filing by the Teacher with the Board of a written revocation. A copy of such written revocation shall be immediately forwarded to the Congress.

Dues shall be deducted at the rate of 1/20 of the annual Congress dues for each of the first twenty pay checks, subject to any change in the number of pay periods.

**B. *United Fund Deductions*** – The District shall deduct Unite Way contributions from teachers' payroll, accordance with appropriate signed authorization, if possible.

**C. *NYSUT Benefits Trust*** – The District shall deduct NYSUT Benefit Trust payments from teachers' paychecks, in accordance with the provision of Article XV, 2A.

**D. *Vote Cope*** – Effective July 1, 1999, the District shall deduct VOTE-COPE payments from teachers' paychecks.

The deduction authorization shall be in the form agreed to by both parties.

### **3. PRESENTATION OF CONGRESS VIEWS**

Upon compliance with customary procedures for recognition of speakers, Congress representatives shall be granted an opportunity to present Congress position at Board meetings. Congress representatives will also be granted an opportunity to present the Congress position, where relevant, at faculty meetings. Whenever possible, advance notice of the Congress' intention to state its position shall be given to the Chairpersons of the faculty committee.

### **4. CONDUCT OF CONGRESS BUSINESS**

- A.** Congress representatives may conduct Congress business during working hours, but not during teaching hours or hours during which required duties have been assigned to them. The conduct of such business shall not interfere with the performance of any other bargaining unit member's teaching or duty assignment. If, in the conduct of Congress business, a representative visits a school other than that to which he or she is regularly assigned, the signing-in procedure in effect at such school shall be followed and the building principal or, in his/her absence, whoever is acting in the principal's stead shall be notified of the presence of the building representative in the building and the purpose of the visit.
- B.** Six officers may have a total of ten (10) days leave, to be used for Congress business. The Superintendent shall be notified at least five (5) days in advance of the day leave is taken. The Superintendent shall be given by September 1<sup>st</sup> of each school year, a list of the six persons.

### **5. DISTRICT FACILITIES**

- A.** Upon written application made at least twenty-four hours in advance or upon shorter notice in emergency situations, and in accord with Board policy, the Congress shall be permitted to use District facilities for membership meetings. Said application shall be signed by an official of the Congress and shall clearly state the purpose of the meeting.
- B.** All applications for approval of personnel invited to attend Congress meetings conducted at District facilities shall be subject to the Education Law and shall be treated in the same manner as resident taxpayer applications.
- C.** Nothing contained in the Article shall be construed as limiting the Board's right to extend the use of District Facilities to other registered teacher organization, upon the same terms and conditions, as herein provided for the use of such facilities by the Congress.

### **6. MAIL BOXES**

Existing teacher mail boxes shall be available for use by registered teacher organizations. The privilege of using the mail boxes shall not be abused.

### **7. BUILDING PLANS**

At a preliminary stage, plans for new buildings and plans for renovation of existing buildings shall be discussed with the Congress and its designated representative. Such discussions shall be held at a time sufficiently in advance of bidding on the construction or renovation jobs for the Congress to consider the plans and effectively propose changes therein.

## **8. BULLETIN BOARDS**

The Board will supply and maintain bulletin boards for the exclusive use of the Congress for the purpose of posting materials dealing with proper and legitimate Congress business. Such bulletin boards shall be not less than 24 x 36 inches in size and are to be located in an accessible and prominent place in each building except the administration building and relocatable classrooms.

## **9. AGENDAS OF BOARD MEETINGS**

Ten (10) copies of the agenda for a Board meeting shall be made available to a Congress official as soon as prepared.

## **10. OFFICERS & BUILDING REPRESENTATIVES RELATED TIME**

**A.** President and eleven (11) additional Congress officials shall not be assigned any non-teaching duties, provided coverage for said activities can be obtained and provided there will be no additional cost to the District. President and Vice-President, or his/her alternate shall not be assigned homerooms.

**B.** The President of the Congress shall not be assigned to teach more than four (4) classes.

## **11. FACILITIES**

The Congress shall have the right to use the District's inter-school mail facilities and shall be responsible for the distribution of any Congress communications. Where the Congress must make an announcement which cannot withstand the day of ordinary communications, the Congress may submit a proposed statement to be given over the public address system. Upon approval of such statement, the Principal shall cause the announcement to be made in a timely manner. The right to inter-school mail facilities and the privilege of using the public address system shall not be abused.

## **12. COPIES OF AGREEMENT**

This agreement shall be reproduced without cost to the Congress and shall be delivered to the Congress for distribution to members of the bargaining unit as quickly as possible within a reasonable time from the date when said agreement shall be fully executed.

## **13. SUPERINTENDENT – CONGRESS MEETINGS**

The Congress and the Superintendent shall have the right to meet regularly, at least two (2) times a month, to discuss matters of mutual concern. The Superintendent may elect to have other administrative personnel present. The party initiating the call for the meeting shall give appropriate advance notice with an agenda to be followed. It is understood, however, that all collective bargaining shall take place at the Board level and that no modification of the contract shall occur except as provided by Article XVII of this contract.

## **14. SPACE**

Where applicable, space for the Congress will be provided in the building of the president. Such space need not necessarily be exclusively for the sole use of the Congress. Provision for a telephone shall be made, the cost of which shall be borne by the Congress.

## **15. CONGRESS RIGHTS**

Before making any major educational policy changes, the administration shall meet with the Congress to discuss such policy changes. The Congress shall meet with the Congress to discuss such policy changes. The Congress shall have the right to discuss such policy changes with the Board of Education, before they are implemented.

The above clause does not waive the right of the Congress to pursue grievances concerning any policy change.

## **16. COMMITTEES**

The Congress shall have the right to appoint two members to any committee established by the Superintendent (but in no event more than 1/3 of the number of teachers comprising the committee). With respect to building committees, the Congress shall have the right to appoint one member.

### **ARTICLE XVI** **JOB SECURITY**

1. Personnel hired to perform teaching services under this article shall remain in the bargaining unit only if the position filled by such person would place them in the bargaining unit under the existing definition of the bargaining unit. The fact that such employment of teacher arose under this agreement shall in itself be irrelevant.
2. This agreement applies solely to teachers who, at the time they are terminated, have completed one year of tenured service in the area of tenure in which they were last employed.
3. This article shall only be applicable to persons who become eligible under paragraph 2 of this article on or after September 1, 1974, and is not intended as a benefit to persons terminated prior to said date.
4. The benefits of this article shall apply only during the first seven (7) years of the date of effective termination of tenured service. No benefit under this article may be claimed more than seven (7) years after effective date of termination of tenured service.
5. The rights of the teachers under this article shall be accordance with the following conditions:
  - A. The terminated teacher shall be entitled to first priority, in order of seniority, to:
    - a. Regular long term substitute appointments within their certification.
    - b. Per diem substitute appointments within such teacher's certification; per diem substitute teacher appointments outside such teacher's certification over other uncertificated teachers.
  - B. Terminated teachers who deem themselves eligible for temporary certification in teaching positions outside of their certification, at the time terminated, shall furnish on or before August 15 of the school year in which they wish to teach in the District, either a temporary certificate or evidence that they will have such.
  - C. Teachers may serve outside their tenure and certification area but shall have precedence over uncertificated substitutes only, said teachers shall not serve in excess of forty (40) days in subjects in which they are not certified.

- D. Substitute jobs are offered subject to satisfactory service being rendered by the teacher. The Board retains all of the rights it now has under the Law with regard to dismissal for lack of competence, lack of certification, etc.
- E. Where teachers are appointed as a regular sub, they shall receive a pro-rated daily salary based upon their placement in the salary schedule at the time of termination.
- F. Rights under this article apply only to teachers who at time of termination were holding full time teaching positions.
- G. If during the first year after being excessed, the teacher did not experience full employment in the District, (for example: was a per diem sub or a regular sub for less than a full year), then the District shall reimburse the teacher for a maximum of six (6) credits for teachers employed in the District four (4) years, nine (9) credits for 10-year teachers, and twelve (12) credits for fifteen (15) years in the District. Maximum credits computed as of time teacher is excessed. All credits must be completed within two (2) years from date of excess. The Superintendent must approve all courses prior to their being taken.

No reimbursement shall be made unless, in the opinion of the Superintendent, the courses are taken with an expectation that a position is available within the District.
- H. The District shall follow past practice regarding the payment of health insurance premiums for regular substitutes and per diem substitutes.

**ARTICLE XVII**  
**SCOPE OF OBLIGATION TO BARGAIN**

1. The parties recognize that this agreement is the result of professional negotiation between them and is intended to be in full settlement of all issues respecting salaries, hours, and other terms and conditions of employment, and all other matters which are the subject of professional negotiation. Therefore, each of the parties for the life of this Agreement, agrees that the other shall not be obligated to negotiate collectively with respect to any issue of salaries, hours, or other terms and conditions of employment not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
2. With respect to salaries, wages, hours and other terms and conditions of employment, the Board agrees that, insofar as these matters are not covered by this agreement, it will make no changes in its existing conditions concerning them without prior bargaining with the Congress.

**ARTICLE XVIII**  
**CONFORMITY TO LAW – SAVINGS CLAUSE**

If any provision of this agreement is, or shall hereafter be declared by competent judicial or administrative authority to be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and a substitute provision shall be the subject of appropriate consultation and negotiation between the Board and the Congress.

**ARTICLE XIX**  
**STATUTORY PROVISIONS**

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 therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XX**  
**NO STRIKE CLAUSE**

The Congress agrees not to strike for the duration of this Agreement. During the life of this Agreement, the Congress shall not prompt or induce any employee of the District to engage directly or indirectly in any work stoppage.

**ARTICLE XXI**  
**NOTICE AND AMENDMENTS**

**1. NOTICE TO PARTIES**

With this agreement, the dues deduction authorization, or any provision of law requires notice be given to either or both parties, such notice shall be given as follows:

- A. Notice to the Board, its officers, agents or representatives shall be delivered to the Superintendent at his office Cherry Avenue, Bethpage, New York 11714.
- B. Notice to the Congress, its officers, agents or representatives shall be sent to the Bethpage Congress of Teachers, Bethpage Senior High School, 10 Cherry Avenue, Bethpage, New York 11714.

**2. CHANGES IN AGREEMENT**

- A. This agreement constitutes the full agreement of the parties and contains all agreements reached by them concerning wages, hours, and other terms and conditions of employment. There are no unwritten agreements between the parties.
- B. Any agreement concerning a change in the current practices concerning wages, hours, terms and conditions of employment, which is not covered by this agreement, must be evidenced by a written document signed on behalf of both parties.

**ARTICLE XXII**  
**DURATION**

This agreement shall be effective as of July 1, 2004 and shall continue in full force up to an including June 30, 2006.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 9<sup>th</sup> day of March, 2004.

This document is subject to ratification by the Congress and the Board of Education.

---

Superintendent of Schools  
Bethpage Union Free School District  
Bethpage, New York

---

President  
Bethpage Congress of Teachers  
Local 1379  
New York State United Teachers  
(NYSUT, A.F.T., A.F.L., C.I.O.)

---

President or Vice President  
Board of Education  
Bethpage Union Free School District  
Bethpage, New York



**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

<b>APPENDIX A</b>
<b>SALARY SCHEDULE EFFECTIVE JULY 1, 2004 - JUNE 2005</b>

STEP	BA	BA + 15	BA + 30	BA + 45 MA	BA + 60 MA +15	MA + 30	MA + 45	MA + 60	MA + 75	PH.D. ED.D.
1	\$ 44,642	\$ 45,930	\$ 48,203	\$ 52,195	\$ 54,669	\$ 56,343	\$ 57,952	\$ 59,677	\$ 61,534	\$ 63,391
2	\$ 46,636	\$ 47,987	\$ 50,345	\$ 53,824	\$ 56,301	\$ 57,967	\$ 59,599	\$ 61,352	\$ 63,231	\$ 65,109
3	\$ 48,201	\$ 49,536	\$ 52,384	\$ 55,522	\$ 58,002	\$ 59,676	\$ 61,294	\$ 63,043	\$ 64,930	\$ 66,816
4	\$ 50,135	\$ 51,439	\$ 54,328	\$ 57,222	\$ 59,691	\$ 61,382	\$ 63,007	\$ 64,733	\$ 66,620	\$ 68,507
5	\$ 52,122	\$ 53,449	\$ 56,312	\$ 59,399	\$ 61,869	\$ 63,549	\$ 65,169	\$ 66,913	\$ 68,798	\$ 70,684
6	\$ 52,122	\$ 55,441	\$ 58,326	\$ 61,382	\$ 63,864	\$ 65,524	\$ 67,166	\$ 68,908	\$ 70,795	\$ 72,681
7	\$ 52,122	\$ 57,420	\$ 60,259	\$ 63,370	\$ 65,849	\$ 67,530	\$ 69,157	\$ 70,879	\$ 72,773	\$ 74,665
8	\$ 52,122	\$ 59,411	\$ 62,284	\$ 65,366	\$ 67,838	\$ 69,522	\$ 71,140	\$ 72,884	\$ 74,739	\$ 76,595
9	\$ 52,122	\$ 61,717	\$ 64,939	\$ 68,019	\$ 70,490	\$ 72,161	\$ 73,806	\$ 75,537	\$ 77,427	\$ 79,317
10	\$ 52,122	\$ 64,230	\$ 67,581	\$ 70,666	\$ 73,141	\$ 74,821	\$ 76,455	\$ 78,201	\$ 80,081	\$ 81,960
11	\$ 52,122	\$ 66,735	\$ 70,241	\$ 73,328	\$ 75,794	\$ 77,483	\$ 79,108	\$ 80,854	\$ 82,741	\$ 84,627
12	\$ 52,122	\$ 69,389	\$ 72,896	\$ 75,979	\$ 78,449	\$ 80,128	\$ 81,761	\$ 83,501	\$ 85,389	\$ 87,275
13	\$ 52,122	\$ 72,046	\$ 75,546	\$ 78,641	\$ 81,119	\$ 82,779	\$ 84,420	\$ 86,166	\$ 88,044	\$ 89,923
14	\$ 52,122	\$ 74,553	\$ 78,205	\$ 81,287	\$ 83,765	\$ 85,437	\$ 87,036	\$ 88,797	\$ 90,685	\$ 92,574
15	\$ 52,122	\$ 77,056	\$ 80,855	\$ 83,946	\$ 86,414	\$ 88,090	\$ 89,717	\$ 91,470	\$ 93,353	\$ 95,235
16	\$ 52,122	\$ 77,056	\$ 84,833	\$ 87,927	\$ 89,802	\$ 91,492	\$ 93,106	\$ 94,854	\$ 97,030	\$ 99,204
16*	\$ 76,694	\$ 79,036	\$ 86,807	\$ 89,908	\$ 91,778	\$ 93,460	\$ 95,097	\$ 96,830	\$ 99,012	\$ 101,193
20**	\$ 78,686	\$ 81,067	\$ 88,823	\$ 91,907	\$ 93,785	\$ 95,466	\$ 97,093	\$ 98,840	\$ 101,016	\$ 103,192
25***	\$ 79,686	\$ 82,067	\$ 89,823	\$ 92,907	\$ 94,785	\$ 96,466	\$ 98,093	\$ 99,840	\$ 102,016	\$ 104,192
30***	\$ 80,686	\$ 83,067	\$ 90,823	\$ 93,907	\$ 95,785	\$ 97,466	\$ 99,093	\$ 100,840	\$ 103,016	\$ 105,192
35***	\$ 81,686	\$ 84,067	\$ 91,823	\$ 94,907	\$ 96,785	\$ 98,466	\$ 100,093	\$ 101,840	\$ 104,016	\$ 106,192

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

<b>APPENDIX A-1</b>
<b>SALARY SCHEDULE EFFECTIVE JULY 1, 2005 - JUNE 2006</b>

<b>STEP</b>	<b>BA</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>BA + 45 MA</b>	<b>BA + 60 MA +15</b>	<b>MA + 30</b>	<b>MA + 45</b>	<b>MA + 60</b>	<b>MA + 75</b>	<b>PH.D. ED.D.</b>
1	\$ 46,204	\$ 47,538	\$ 49,890	\$ 54,022	\$ 56,582	\$ 58,315	\$ 59,980	\$ 61,766	\$ 63,688	\$ 65,610
2	\$ 48,268	\$ 49,667	\$ 52,107	\$ 55,708	\$ 58,272	\$ 59,996	\$ 61,685	\$ 63,499	\$ 65,444	\$ 67,388
3	\$ 49,888	\$ 51,270	\$ 54,217	\$ 57,465	\$ 60,032	\$ 61,765	\$ 63,439	\$ 65,250	\$ 67,203	\$ 69,155
4	\$ 51,890	\$ 53,239	\$ 56,229	\$ 59,225	\$ 61,780	\$ 63,530	\$ 65,212	\$ 66,999	\$ 68,952	\$ 70,905
5	\$ 53,946	\$ 55,320	\$ 58,283	\$ 61,478	\$ 64,034	\$ 65,773	\$ 67,450	\$ 69,255	\$ 71,206	\$ 73,158
6	\$ 53,946	\$ 57,381	\$ 60,367	\$ 63,530	\$ 66,099	\$ 67,817	\$ 69,517	\$ 71,320	\$ 73,273	\$ 75,225
7	\$ 53,946	\$ 59,430	\$ 62,368	\$ 65,588	\$ 68,154	\$ 69,894	\$ 71,577	\$ 73,360	\$ 75,320	\$ 77,278
8	\$ 53,946	\$ 61,490	\$ 64,464	\$ 67,654	\$ 70,212	\$ 71,955	\$ 73,630	\$ 75,435	\$ 77,355	\$ 79,276
9	\$ 53,946	\$ 63,877	\$ 67,212	\$ 70,400	\$ 72,957	\$ 74,687	\$ 76,389	\$ 78,181	\$ 80,137	\$ 82,093
10	\$ 53,946	\$ 66,478	\$ 69,946	\$ 73,139	\$ 75,701	\$ 77,440	\$ 79,131	\$ 80,938	\$ 82,884	\$ 84,829
11	\$ 53,946	\$ 69,071	\$ 72,699	\$ 75,894	\$ 78,447	\$ 80,195	\$ 81,877	\$ 83,684	\$ 85,637	\$ 87,589
12	\$ 53,946	\$ 71,818	\$ 75,447	\$ 78,638	\$ 81,195	\$ 82,932	\$ 84,623	\$ 86,424	\$ 88,378	\$ 90,330
13	\$ 53,946	\$ 74,568	\$ 78,190	\$ 81,393	\$ 83,958	\$ 85,676	\$ 87,375	\$ 89,182	\$ 91,126	\$ 93,070
14	\$ 53,946	\$ 77,162	\$ 80,942	\$ 84,132	\$ 86,697	\$ 88,427	\$ 90,082	\$ 91,905	\$ 93,859	\$ 95,814
15	\$ 53,946	\$ 79,753	\$ 83,685	\$ 86,884	\$ 89,438	\$ 91,173	\$ 92,857	\$ 94,671	\$ 96,620	\$ 98,568
16	\$ 53,946	\$ 79,753	\$ 87,802	\$ 91,004	\$ 92,945	\$ 94,694	\$ 96,365	\$ 98,174	\$ 100,426	\$ 102,676
16*	\$ 79,378	\$ 81,802	\$ 89,845	\$ 93,055	\$ 94,990	\$ 96,731	\$ 98,425	\$ 100,219	\$ 102,477	\$ 104,735
20**	\$ 81,440	\$ 83,904	\$ 91,932	\$ 95,124	\$ 97,067	\$ 98,807	\$ 100,491	\$ 102,299	\$ 104,552	\$ 106,804
25***	\$ 82,440	\$ 84,904	\$ 92,932	\$ 96,124	\$ 98,067	\$ 99,807	\$ 101,491	\$ 103,299	\$ 105,552	\$ 107,804
30***	\$ 83,440	\$ 85,904	\$ 93,932	\$ 97,124	\$ 99,067	\$ 100,807	\$ 102,491	\$ 104,299	\$ 106,552	\$ 108,804
35***	\$ 84,440	\$ 86,904	\$ 94,932	\$ 98,124	\$ 100,067	\$ 101,807	\$ 103,491	\$ 105,299	\$ 107,552	\$ 109,804

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
**Bethpage, New York**

<b>APPENDIX B</b> <b>SALARY SCHEDULE EFFECTIVE JULY 1, 2004 - JUNE 2006</b>
--

	2004-2005	2005-2006
GUIDANCE DIFFERENTIAL	\$6,571	\$6,801
MENTOR TEACHER	\$2,250	\$2,329

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

<b>APPENDIX C</b> <b>CHAIRPERSONS / COORDINATORS</b> <b>SALARY SCHEDULE EFFECTIVE JULY 1, 2004 - JUNE 2006</b>
--

	2004-2005	2005-2006
<b><u>HIGH SCHOOL CHAIRPERSONS</u></b>		
ART	\$3,751	\$3,882
BUSINESS	\$4,561	\$4,721
DISTRICT MUSIC COORDINATOR	\$5,364	\$5,552
DEANS	\$5,256	\$5,440
DRIVER ED	\$3,751	\$3,882
ENGLISH	\$3,751	\$3,882
GUIDANCE	\$4,650	\$4,813
HOME & CAREERS	\$2,144	\$2,219
LIBRARY	\$2,144	\$2,219
MUSIC	\$2,682	\$2,776
PHYSICAL ED (M)	\$3,751	\$3,882
PHYSICAL ED (F)	\$3,751	\$3,882
OCCUP.REL STUDIES	\$4,869	\$5,039
READING	\$2,144	\$2,219
SCIENCE	\$3,751	\$3,882
TECHNOLOGY	\$3,751	\$3,882
<b><u>MIDDLE SCHOOL COODINATORS</u></b>		
ART	\$2,682	\$2,776
AUDIO VISUAL	\$2,682	\$2,776
COMPUTER COORDINATOR	\$2,682	\$2,776
DISTRICT MUSIC COORDINATOR	\$4,650	\$4,813
ENGLISH	\$3,751	\$3,882
ENGLISH/LANGUAGE ARTS GR 6	\$2,682	\$2,776
HOME & CAREERS	\$2,682	\$2,776
LANGUAGE COORDINATOR	\$4,650	\$4,813
MUSIC	\$2,682	\$2,776
PHYSICAL EDUCATION	\$2,682	\$2,776
SCIENCE	\$3,751	\$3,882
TECHNOLOGY	\$2,682	\$2,776

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

<b>APPENDIX D</b> <b>INTRAMURALS</b> <b>SALARY SCHEDULE EFFECTIVE JULY 1, 2004 - JUNE 2006</b>
--

	2004-2005	2005-2006
<b><u>SENIOR HIGH SCHOOL GIRLS</u></b>		
DANCE	\$1,088	\$1,126
GOLF	\$1,088	\$1,126
SPRING SESSION - ADVISORS	\$613	\$634
WINTER SESSION - ADVISORS	\$2,450	\$2,536
<b><u>SENIOR HIGH SCHOOL BOYS</u></b>		
SPRING SESSION - ADVISORS (2)	\$613	\$634
WINTER SESSION - ADVISORS (2)	\$2,450	\$2,536
MARINE FITNESS TEAM	\$3,473	\$3,595
<b><u>MIDDLE SCHOOL</u></b>		
BOYS ADVISORS	\$2,007	\$2,077
GIRLS ADVISORS	\$2,007	\$2,077

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

<b>APPENDIX E</b> <b>CO-CURRICULAR ACTIVITIES</b> <b>SALARY SCHEDULE EFFECTIVE JULY 1, 2004 - JUNE 2006</b>
---

	2004-2005	2005-2006
<b>SENIOR HIGH SCHOOL</b>		
ART CLUB	\$2,053	\$2,125
AUDIO VISUAL	\$4,190	\$4,337
BRIDGE CLUB/GAMES	\$2,053	\$2,125
BUS.MGR. (YEARBOOK/PAPER)	\$2,371	\$2,454
CHESS CLUB	\$2,053	\$2,125
CHORAL ADV.	\$2,493	\$2,580
CO-ADVISOR INTERNSHIP	\$5,362	\$5,550
COMPUTER CLUB	\$2,182	\$2,258
DEBATE CLUB	\$2,053	\$2,125
DETENTION TEACHER I	\$6,190	\$6,407
DETENTION TEACHER II	\$6,190	\$6,407
DISTRIBUTIVE ED.	\$1,667	\$1,725
DRAMATICS CLUB	\$4,867	\$5,037
DRAMA CLUB BAND ADVISOR	\$1,485	\$1,537
DRAMA CLUB CHORAL ADVISOR	\$1,485	\$1,537
DRAMA CLUB CHOREOGRAPHER	\$1,485	\$1,537
FBLA	\$1,844	\$1,908
FRENCH CLUB	\$1,681	\$1,740
FRESHMAN ADV.	\$1,161	\$1,201
GERMAN CLUB	\$1,681	\$1,740
HONOR SOCIETY / ROLL	\$2,155	\$2,230
ITALIAN CLUB	\$1,681	\$1,740
JUNIOR CLASS ADV.	\$2,588	\$2,679
JUNIOR CLASS ASST. ADV.	\$1,526	\$1,580
LANGUAGE CLUB	\$1,681	\$1,740
LITERARY MAGAZINE	\$1,667	\$1,725
MARCHING BAND DIRECTOR	\$3,666	\$3,794
MARCHING BAND ASSISTANT (1/2 of Director)	\$0	\$1,897
MATHLETES	\$2,007	\$2,078
NEWSPAPER	\$2,954	\$3,057
PHILOSOPHY CLUB	\$1,944	\$2,012
POLITICAL ACTIVITIES CLUB	\$1,944	\$2,012
SCIENCE RESEARCH PROD COORD.	\$7,506	\$7,768
SCHOOL STORE	\$4,997	\$5,171
SCIENCE OLYMPIAD	\$1,954	\$2,022
SENIOR CLASS ADV.	\$3,189	\$3,300
SENIOR CLASS ASST. ADV.	\$2,643	\$2,735

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

<b>APPENDIX E</b> <b>CO-CURRICULAR ACTIVITIES</b> <b>SALARY SCHEDULE EFFECTIVE JULY 1, 2004 - JUNE 2006</b>
---

	2004-2005	2005-2006
<b><u>HIGH SCHOOL - continued</u></b>		
SOPHOMORE CLASS ADV.	\$1,502	\$1,554
SPANISH CLUB	\$1,681	\$1,740
STAGE CREW	\$2,643	\$2,735
STAGE MANAGER	\$2,007	\$2,078
STUDENTS AGAINST DESTRUCTIVE DECISIONS	\$2,500	\$2,588
STUDENT CIVIC ASSOCIATION	\$3,483	\$3,605
STUDENT COUNCIL	\$3,483	\$3,605
STUDENT PLACEMENT SERVICES	\$1,667	\$1,725
STUDENTS PUTTING END TO CANCER	\$1,682	\$1,741
TICKET CHAIRPERSON	\$2,643	\$2,735
VOCATIONAL COOP	\$1,667	\$1,725
WORK COORDINATOR	\$4,997	\$5,171
YEARBOOK	\$3,292	\$6,000
<b><u>MIDDLE SCHOOL</u></b>		
ART CLUB	\$2,007	\$2,078
BASEBALL CARD CLUB	\$1,681	\$1,740
COMPUTER CLUB	\$1,681	\$1,740
DRAMA CLUB	\$2,155	\$2,230
DRAMA ASSISTANT	\$979	\$1,013
DRAMA CLUB ACCOMPANIST	\$824	\$853
EARTHBOUND ENVIRONMENTAL CLUB	\$2,007	\$2,078
GIFT/TALENT PROGRAM	\$5,075	\$5,252
HOMEWORK CENTER (2) TEACHERS SPLIT	\$5,534	\$5,728
HONOR SOCIETY / ROLL	\$2,155	\$2,230
MATH COUNTS	\$2,007	\$2,078
MATH EXPLORATIONS	\$2,007	\$2,078
MATHLETES	\$2,007	\$2,078
MATH OLYMPIAD	\$2,007	\$2,078
NEWSPAPER	\$2,007	\$2,078
SCIENCE OLYMPIAD	\$2,007	\$2,078
STAGE MANAGER	\$979	\$1,013
STUDENT COUNCIL	\$2,155	\$2,230
TECHNOLOGY CLUB	\$1,681	\$1,740
YEARBOOK ADVISOR	\$2,155	\$2,230
<b><u>ELEMENTARY SCHOOL</u></b>		
MATH CLUB ADVISORS	\$2,007	\$2,078

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

<b>APPENIX F - COACHES &amp; ADVISORS</b>
<b>SALARY SCHEDULE EFFECTIVE JULY 1, 2004 - JUNE 2006</b>

		2004-2005	2005-2006
<b>Athletic Director</b>	B /G	\$6,110	\$6,324
<b>Archery</b>		\$3,747	\$3,878
<b>Badminton</b>	Varsity G	\$3,910	\$4,047
	Grade 7, 8 G	\$2,718	\$2,813
<b>Baseball</b>	Varsity B (Head)	\$6,059	\$6,272
	Varsity B (Assistant)	\$3,939	\$4,077
	JV B	\$4,094	\$4,238
	Grade 9 B	\$3,950	\$4,088
	Grade 7/8 B	\$3,677	\$3,806
<b>Basketball</b>	Varsity B / G	\$7,142	\$7,392
	JV B / G	\$4,983	\$5,158
	Grade 9 B	\$4,084	\$4,227
	Grade 7/8 B / G	\$3,480	\$3,602
<b>Bowling</b>	B /G	\$3,411	\$3,531
<b>Cheerleading Advisor</b>	Varsity	\$3,847	\$3,982
	JV	\$3,847	\$3,982
	Grade 9 B	\$2,423	\$2,507
	Grade 7/8	\$2,423	\$2,507
<b>Cross Country</b>	Varsity	\$4,432	\$4,587
	Grade 7/8	\$3,505	\$3,628
<b>Fencing</b>		\$3,960	\$4,099
<b>Field Hockey G</b>	Varsity	\$5,671	\$5,870
	JV	\$3,670	\$3,798
<b>Football B</b>	Varsity Head	\$7,696	\$7,966
	Varsity Assts	\$5,759	\$5,960
	JV Head	\$5,405	\$5,595
	JV Asst	\$4,347	\$4,499
	Grade 9 Head	\$4,882	\$5,053
	Grade 9 Asst	\$4,105	\$4,248
	Grade 7/8 Head	\$3,975	\$4,114
	Grade 7/8 Asst	\$3,659	\$3,787
<b>Golf</b>		\$3,722	\$3,853
<b>Gymnastics</b>	B /G	\$5,525	\$5,718
	Assistant	\$3,592	\$3,717



**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

<b>APPENIX F - COACHES &amp; ADVISORS</b>
<b>SALARY SCHEDULE EFFECTIVE JULY 1, 2004 - JUNE 2006</b>

		2004-2005	2005-2006
<b>Hockey</b>	Advisor	\$1,238	\$3,982
<b>Kickline Advisors G</b>	Varsity	\$1,966	\$3,982
	Assistant	\$1,843	\$1,907
	JV	\$1,159	\$1,199
	JV Asst	\$1,095	\$1,133
<b>Lacrosse B/G</b>	Varsity	\$6,161	\$6,377
	Varsity Asst	\$3,946	\$4,084
	JV	\$4,158	\$4,304
	JV Assistant	\$3,461	\$3,582
	Grade 9	\$3,946	\$4,084
	Grade 7/8	\$3,529	\$3,652
<b>Leaders Club</b>		\$1,881	\$1,947
<b>Soccer</b>	Varsity	\$6,059	\$6,271
	JV	\$4,094	\$4,237
	Grade 7/8	\$3,677	\$3,806
	Grade 7/8 Asst	\$2,828	\$2,927
<b>Softball G</b>	Varsity (Head)	\$6,059	\$6,272
	Varsity (Assistant)	\$3,939	\$4,077
	JV	\$4,094	\$4,238
	Grade 7/8	\$3,677	\$3,806
<b>Swimming</b>	Varsity B / G	\$6,251	\$6,470
	District Asst Swim Coach	\$3,948	\$4,086
	Grade 7/8 B / G	\$3,852	\$3,987
	Grade 7/8 Asst	\$3,567	\$3,692
<b>Tennis</b>	B/G	\$4,116	\$4,260
<b>Track</b>	Varsity	\$5,966	\$6,175
	Varsity Asst	\$4,519	\$4,677
	Grade 7/8/9 Head	\$3,829	\$3,963
	Grade 7/8/9 Asst	\$3,399	\$3,518
<b>Twirlers Club</b>		\$1,966	\$2,035
<b>Volleyball G</b>	Varsity	\$6,059	\$6,271
	JV	\$4,094	\$4,237
	Grade 7/8	\$3,677	\$3,806
<b>Winter Track</b>		\$5,317	\$5,503

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

<b>APPENIX F - COACHES &amp; ADVISORS</b>
<b>SALARY SCHEDULE EFFECTIVE JULY 1, 2004 - JUNE 2006</b>

		2004-2005	2005-2006
<b>Wrestling B</b>	Varsity	\$6,721	\$6,956
	Asst Wrestling Coach	\$4,404	\$4,558
	JV	\$4,747	\$4,913
	Grade 7/8/9 Head	\$4,008	\$4,148
	Grade 7/8/9 Asst	\$3,690	\$3,820
<b><u>HIGH SCHOOL</u></b>			
<b>Game Guard</b>	Saturday	\$65	\$67
	Evening	\$65	\$67
	Away	\$65	\$67
	Afternoon (Varsity & JV) (Before 5:30 Starting Time)	\$45	\$47
	Single Game (Before 5:30)	\$42	\$44
	Single Game (After 5:30)	\$45	\$47
	Double Game	\$74	\$77
	All Day (Wrestling)	\$96	\$99
	Playoff Game	\$65	\$67
	<b>Scouting</b>	Football (2)	\$65
Basketball (1 / Game / Half Season)		\$65	\$67
Lacrosse (1 / Game / Half Season)		\$65	\$67
<b><u>MIDDLE SCHOOL</u></b>	Saturday	\$42	\$44
	Afternoon	\$39	\$41

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

<b>APPENDIX G - SUMMER SCHOOL</b> <b>SALARY SCHEDULE EFFECTIVE JULY 1, 2004 - JUNE 2006</b>
--

		2004-2005	2005-2006
	<b>STEP</b>		
<b>BA - 1 PERIOD</b>	<b>1</b>	\$2,224	\$2,302
	<b>2</b>	\$2,341	\$2,423
	<b>3</b>	\$2,458	\$2,544
	<b>4</b>	\$2,586	\$2,677
	<b>5</b>	\$2,699	\$2,793
	<b>6</b>	\$2,815	\$2,914
	<b>7</b>	\$2,934	\$3,037
	<b>8</b>	\$3,045	\$3,151
	<b>9</b>	\$3,167	\$3,278
	<b>10</b>	\$3,291	\$3,406
<b>BA - 2 PERIODS</b>	<b>1</b>	\$3,517	\$3,641
	<b>2</b>	\$3,636	\$3,763
	<b>3</b>	\$3,760	\$3,891
	<b>4</b>	\$3,871	\$4,006
	<b>5</b>	\$3,987	\$4,127
	<b>6</b>	\$4,101	\$4,245
	<b>7</b>	\$4,233	\$4,381
	<b>8</b>	\$4,352	\$4,504
	<b>9</b>	\$4,462	\$4,618
	<b>10</b>	\$4,561	\$4,720
<b>BA - 3 PERIODS</b>	<b>1</b>	\$4,563	\$4,723
	<b>2</b>	\$4,698	\$4,862
	<b>3</b>	\$4,816	\$4,985
	<b>4</b>	\$4,931	\$5,103
	<b>5</b>	\$5,053	\$5,230
	<b>6</b>	\$5,164	\$5,345
	<b>7</b>	\$5,284	\$5,469
	<b>8</b>	\$5,398	\$5,587
	<b>9</b>	\$5,470	\$5,662
	<b>10</b>	\$5,633	\$5,830
<b>SALARIES IN ADDITION TO STEP BA + 30 MA or above</b>	<b>1 (BA+30) MA or above</b>	\$137	\$142
	<b>2</b>	\$407	\$421
	<b>3</b>	\$407	\$421
	<b>4</b>	\$407	\$421
	<b>5</b>	\$407	\$421
	<b>6</b>	\$407	\$421
	<b>7</b>	\$407	\$421

**APPENDIX H - MISCELLANEOUS  
SALARY SCHEDULE EFFECTIVE JULY 1, 2004 - JUNE 2006**

	<b>2004-2005</b>	<b>2005-2006</b>
CAFETERIA DUTY	\$1,525	\$1,579
CHAPERONE ELEMENTARY	\$65	\$67
COVERAGE ELEMENTARY	\$153	\$159
COVERAGE SECONDARY	\$30	\$31
HS GRADUATION	\$65	\$67
HOMEBOUND	\$38	\$39
INSERVICE - VOLUNTARY / HR	\$30	\$31
INSERVICE - INVOLUNTARY / HR	\$40	\$42
JAZZ BAND DIRECTOR HS	\$2,447	\$2,533
JAZZ BAND MIDDLE SCHOOL	\$1,341	\$1,388
MARCHING BAND DIRECTOR	\$3,666	\$3,794
MUSIC PRE/POST REHEARSALS	\$1,341	\$1,388
POST SCHOOL DAY CHAPERONE	\$65	\$67
PRE SCHOOL BAND REHEARSALS	\$1,341	\$1,388
REQUIRED ACTIVITY	\$65	\$67
SELECT CHORUS MIDDLE SCHOOL	\$1,341	\$1,388
TRI M MUSIC HONOR SOCIETY MS/HS	\$2,155	\$2,230
WIND ENSEMBLE MIDDLE SCHOOL	\$1,341	\$1,388

APPENDIX I

BETHPAGE CONGRESS OF TEACHERS  
DUES DEDUCTION AUTHORIZATION

TO: BOARD OF EDUCATION OF BETHPAGE  
BETHPAGE UNION FREE SCHOOL DISTRICT  
Town of Oyster Bay, County of Nassau,  
Bethpage, New York

I hereby request and authorize you, according to arrangements agreed upon with the Bethpage Congress of Teachers, New York State United Teachers, AFT, to deduct from my salary and transmit to them the dues as certified by them. I hereby waive any right and claim for same monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all of its officers from any liability therefore. This authority shall be continuous while I am employed in this school system and shall be canceled on written demand.

The School District shall not be liable for failure to cancel any dues deduction and payment made pursuant hereto within 30 days following written notice to cancel the above authorization as hereinbefore provided.

---

Last Name (print)	First Initial	Social Security No.
-------------------	---------------	---------------------

---

Home Address
--------------

---

Negotiating Unit	Building
------------------	----------

---

Signature	Date
-----------	------

AGREEMENT


THIS AGREEMENT, by and between the BOARD OF EDUCATION, BETHPAGE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") and the BETHPAGE CONGRESS OF TEACHERS, LOCAL 1379, NEW YORK STATE UNITED TEACHERS (NYSUT), A.F.T.-A.F.L.-C.I.O. (hereinafter referred to as the "Association) is constituted as follows:

WHEREAS, the Superintendent of Schools, recognizes the efforts that must be made by teachers in preparation for presentations made during the Superintendent's conference days.


NOW, THEREFORE, in recognition of the work involved in preparation for such presentations:

IT IS AGREED, by and between the District and the Association that teachers who act as presenters at the request of the Superintendent during Superintendent's conference days shall be paid for their preparation for such presentations a lump sum of Fifty (\$50.00) Dollars per presentation, not to exceed One Hundred (\$100.00) Dollars per conference day.

6/23/00  
Date

  
Harvey Hilburgh  
Superintendent of Schools

June 23 2000  
Date

  
Michael Spinella, President  
Bethpage Congress of Teachers

STIPULATION

THIS AGREEMENT, by and between the BOARD OF EDUCATION, BETHPAGE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") and the BETHPAGE CONGRESS OF TEACHERS, LOCAL 1379, NEW YORK STATE UNITED TEACHERS, N.Y.S.U.T., A.F.T.-A.F.L.-C.I.O. (hereinafter the "BCT").

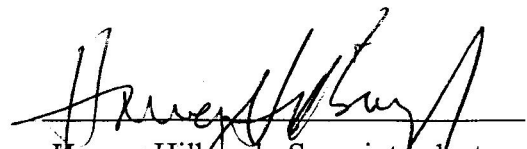
WHEREAS, the District and the BCT acknowledge that teachers who are promoted from part-time to full-time status are placed on the full time salary schedule set forth in the collective bargaining agreement and:

WHEREAS, the District and the BCT acknowledge that the practice in the District has been to have teachers retain their initial anniversary date, irrespective of the date upon which they were promoted from part-time to full-time service, for purposes of step movement;

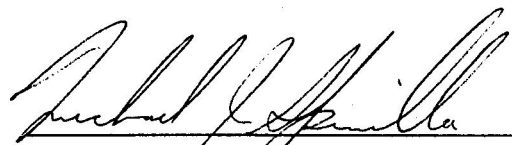
NOW, THEREFORE:

1. The parties agree that the District shall retain the right to determine the step on which teacher will be placed at such time part-time teacher was promoted to full-time.
2. The parties agree that teachers promoted to full-time status on or before August 31, 1999, shall retain their initial part-time service anniversary date for purposes of annual step movement.
3. The parties further agree that teachers promoted to full-time status on or after September 1, 199, shall be given a new anniversary date as the time of promotion to full-time, for purposes of annual step movement, and must serve a full year of service prior to movement to the next step.
4. The parties acknowledge that they knowingly and voluntarily entered into this agreement without duress or coercion.

Dated: 6/22/01

  
Harvey Hilburgh, Superintendent  
Bethpage School District

Dated: 6/22/01

  
Michael Spinella, President  
Bethpage Congress of Teachers