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East Williston Ufsd And East Williston Teachers Assn





AGREEMENT

-between-

EAST WILLISTON UNION FREE SCHOOL DISTRICT

-and-

EAST WILLISTON TEACHERS' ASSOCIATION

July 1, 2000 – June 30, 2003



SEP 25 2002

NYS PUBLIC EMPLOYMENT RELATIONS BOARD



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ARTICLE I. RECOGNITION

- 1. The Board recognizes the Association as the sole and exclusive bargaining representative for all certified personnel below the level of Assistant Principal, hereinafter called "teachers."
- 2. The Board recognizes the Association as the sole and exclusive bargaining representative for all school district registered nurses, hereinafter called "nurses."
- 3. The Board also recognizes the Association as the sole and exclusive bargaining representative for all certified recreational program staff employed in the Summer, Winter, and Weekend recreational programs.
- 4. Recognition in 1, 2, and 3 shall extend for the maximum period allowable by law.

ARTICLE II. CONDITIONS OF EMPLOYMENT

- 1. The Board may establish changes to the extent that they are not in conflict with the provisions of this Agreement. However, provisions pertaining to wages, hours and working conditions shall not be altered unilaterally.
- 2. If at any time the Board or its designees wish to make any change which will result in an alteration of the contractual provisions set forth in this Agreement, then after the planning stage of such changes, the approval of the Association must be secured prior to the implementation of the changes. Such approval is not to be considered as precedent setting or in any way binding on either party in this or future contracts.

ARTICLE III. PAYROLL DEDUCTIONS

- 1. If authorized in writing by a teacher, the Board agrees to deduct Association dues from the salary of such teacher, and to transmit the monies promptly to the Association.
- 2. The Board agrees to provide the ten (10) payroll deduction opportunities for teachers exclusive of the Association dues deduction indicated in 1.
- 3. Such payroll deduction opportunities shall be selected by the Association. Upon written notification from the Association, the Board shall discontinue or add a payroll deduction opportunity within the limits agreed upon in 2.
- 4. The Board agrees to provide payroll deductions for VOTE/COPE within the limits agreed upon in 2.
- 5. Teachers shall provide written authorization for any payroll deduction in a form mutually acceptable to the Association and the Superintendent.
- 6. The mechanics of dues deductions will be implemented in a manner mutually acceptable to the Association and the Superintendent.
- 7. The Board agrees to deduct Association dues from the salaries of athletic coaches and to transmit the monies promptly to the Association.
- 8. Effective September 1, 2001, the District shall provide teachers with the opportunity to transmit ("wire") payroll funds to financial institutions electronically. The method and extent of the implementation of this wire transmission procedure shall be determined by mutual agreement between the Assistant Superintendent and the Association.
- 9. The District shall make available coverage for dependent care under a Section 125 IRS Flexible Benefit Plan.

ARTICLE IV. ACCESS TO INFORMATION

The Association will be provided by the Superintendent, upon request, information on the amounts allocated for those areas covered by the Agreement for salaries, for community services, for travel and conferences, and for welfare benefits. This information shall be provided within ten (10) working days of the request.

ARTICLE V. ASSOCIATION BUSINESS

- 1. The president of the Association or his/her designees shall be entitled to ten (10) days of leave per year for Association business.
- 2. During negotiating years, total days of leave available for Association business shall be increased to twelve (12).
- 3. Whenever possible, the Association president shall notify the appropriate building principal(s) of the intention of the Association to use business days at least two (2) days prior to anticipated usage.
- 4. The Association president shall be excused from homeroom and all other assignments and duties other than his or her classroom assignment.
- 5. The Association president shall be granted three (3) hours per week within which to attend to Association business.
- 6. The Association president's total classroom teaching assignment shall be reduced by one (1) teaching assignment.
- 7. The Association president's classroom teaching assignments may be further reduced on the basis of payment by the Association for each teaching assignment that the president is relieved of at an amount equal to one-fifth (1/5th) of the actual base salary, including longevity stipends, of the released president. The Association shall request such released time for its president no later than March 1 preceding the affected school year.
- 10. Each Association building vice-president shall be granted one and one-half (1 1/2) hours <u>per week</u> of released time within the instructional day, exclusive of preparation time and lunchtime, within which to attend to Association business.

ARTICLE VI. SCHOOL CALENDAR AND WORK YEAR

- 1. The Board agrees to consult with the Association before the adoption of a school calendar.
- 2. A school calendar, once adopted, shall not be altered unilaterally except because of unforeseen circumstances or emergencies or because of State requirements.
- 3. The teachers' work year shall consist of 182 teaching days and 3 conference days.
- 4. Teachers newly hired by the District may be required to attend two (2) additional orientation days during the week prior to Labor Day.

ARTICLE VII. TEACHER'S WORK WEEK

- 1. The length of the teacher's workweek, including lunchtime, shall be thirty-five (35) hours.
 - 2. Attendance with no additional payment may be required at:
 - a. Three (3) evening meetings (e.g., Open House, Parents Night, and Parents Conferences) and
 - b. One (1) faculty, departmental, grade-level, inter-school, or district-wide meeting each week; the duration of each of such meetings shall be no more than one (1) hour beyond the teacher's work week, or one (1) meeting of unlimited duration in any month.
- 3. In any calendar month in which a meeting of unlimited duration is held, the teachers shall not be required to attend the weekly meeting indicated in 2b above.
- 4. Teachers assigned to more than one building may be required to attend a total of five (5) evening meetings. Such teachers shall be compensated at the rate of compensation set in Appendix "A" for Additional Evening Meetings for each evening meeting attended beyond three (3).

ARTICLE VIII. TEACHING TIME

- 1. Assigned teaching time shall be a maximum of 22 1/2 hours per week in the North Side School (K-4).
- 2. Assigned teaching time shall be a maximum of 20 1/4 hours per week at the Willets Road School (Grades 5-7).
- 3. Assigned teaching time at the Wheatley school (Grades 8-12) shall be a maximum of 18 3/4 hours per week when the instructional day is divided into eight (8) periods or shall be a maximum of 16 2/3 hours per week when it is divided into nine (9) periods.
- 4. All teaching personnel whose assignments are in more than one school may be assigned a maximum of 20 1/4 hours per week.
- 5. All instrumental music personnel and remedial or corrective teaching personnel K-12, shall be assigned a maximum of 22 1/2 teaching hours per week.
- 6. All teaching personnel whose assignments are in three (3) buildings shall be assigned a maximum of 18 3/4 hours per week.
- 7. Teachers of grades 1-7 shall be freed of teaching responsibilities for a half-day on each of two of the final five days of the school year.
- 8. Kindergarten teachers shall be freed of teaching responsibilities on the last Thursday of the school year and for a half-day on the next to last Thursday of the school year.
- 9. Kindergarten teachers shall be freed of teaching responsibilities one full day in the Spring Term for conferences regarding special problems and placement in grouping for the first grade.
- 10. Kindergarten teachers shall be provided one day in the Fall and Spring Terms freed of teaching responsibilities for the purpose of preparing reports to parents.

ARTICLE IX. STATEMENT OF PRINCIPLE IN SUPPORT OF INDIVIDUAL STUDENT NEEDS

It has been the traditional policy and practice in our schools for teachers to regard as part of their normal responsibilities helping individual students who need such help;

That such individualized help has been voluntarily and generously provided at times and under conditions determined by each teacher's best independent professional judgment in light of students' needs;

That the degree of individual attention students receive from teachers under this policy and practice in our schools is one of the major reasons for the exceptional success experienced by them;

That best and expected practice in our district calls on all teachers to fulfill this aspect of their normal responsibilities.

ARTICLE X. CONSECUTIVE ASSIGNED TIME

- 1. Teachers in the North Side School (K-4) shall not be scheduled for more than 185 consecutive minutes of teaching and/or administrative time.
- 2. Teachers in the Willets Road School (Grades 5-7) shall not be scheduled for more than 200 consecutive minutes of teaching and/or administrative time of which no more than 135 minutes shall be teaching assignments.
- 3. Teachers in The Wheatley School (Grades 8-12) shall not be scheduled for more than four (4) consecutive periods of which no more than three (3) periods shall be teaching assignments. This maximum assigned consecutive time, inclusive of homeroom and passing time, shall be no more than 203 minutes in the case of an 8-period instructional day at Wheatley or no more than 176 minutes in the case of a 9-period instructional day at Wheatley.
- 4. Teachers whose assignments are in more than one building shall be provided twenty-one (21) minutes of travel time between each different building assignment.
- 5. Travel time for teachers who are assigned to more than one building shall be included in any computation of consecutive assigned time.
- 6. In the case of such teachers, the consecutive assigned time limit for the school in which the multi-school teacher performs more than fifty (50) percent of his/her service in any given day shall be the total consecutive assigned time limit for that day.

ARTICLE XI. ADMINISTRATIVE ASSIGNMENTS

- 1. Administrative assignments are defined as those assignments outside: of regular classroom teaching, lunchtime, teacher preparation time and the fifth non-classroom English assignment at The Wheatley School.
- 2. Teachers in K-4 may be assigned a maximum of two (2) hours per week of administrative assignments.
- 3. Teachers in Grades 5-7 may be assigned a maximum of four (4) hourse per week of administrative assignments.
- 4. Teachers in Grades 8-12 may be assigned a maximum of four and one-half (4 1/2) hours per week of administrative assignments in the case of an 8-period instructional day at The Wheatley School. In the case of a 9-period instructional day, teachers in Grades 8-12 may be assigned a maximum of five (5) instructional periods of administrative assignments per week and five (5) homeroom supervision assignments per week, which combined shall not total more than four and one-half (4 1/2) hours per week of administrative assignments.
- 5. Teachers whose assignments are in more than one (1) school may be given no administrative assignments.
- 6. In an emergency, teachers may be given additional administrative assignments, and during such emergency no teacher may leave the building without the express permission of the Principal.
- 7. All teachers at The Wheatley School shall have complete relief from study hall and bus duty. Notwithstanding the above, teachers may volunteer for a period of small-group student supervision (not to exceed ten [10] students) in lieu of a duty period.
 - 8. All teachers shall have complete release from lunch duty.

- 9. Bus duty at Willets Road shall be subject to the following conditions:
 - a) Under normal circumstances, a teacher assigned afternoon bus duty shall not be expected to perform that duty more than fifteen (15) minutes beyond the end of the instructional day,
 - b) The only exception to (a) above is when an emergency situation exists,
 - c) No situation relating to bus duty shall be regarded as an "emergency situation" if it is the result of the quality, timeliness, or other aspect of the normal operation of the school buses,
 - d) Should a question arise concerning the determination of an emergency situation for the purposes of this Section, it shall be decided by agreement between the Superintendent and the President of the Association,
 - e) Should a teacher serve bus duty for a period longer than fifteen (15) minutes beyond the end of the instructional day, he/she shall be compensated for that service per Appendix A, Additional Teaching Assignments.

ARTICLE XII. PREPARATION TIME

- 1. Teachers in Grades K-4 shall average forty-five (45) minutes of preparation time daily per week.
- 2. Teachers in Grade 5-7 shall receive a minimum of forty-two (42) minutes uninterrupted preparation time daily.
- 3. Teachers in Grades 8-12 shall receive a minimum of forty-two (42) minutes of uninterrupted preparation time daily in the case of an 8-period instructional day at Wheatley or a minimum of two (2) instructional periods of uninterrupted preparation time daily in the case of a 9-period instructional day.
- 4. Preparation time shall, whenever practicable, be provided within the instructional day.
- 5. Teachers in Grades K-4 shall receive a minimum of thirty (30) consecutive minutes of uninterrupted preparation time daily with the exception that special subject teachers shall receive a minimum of thirty (30) minutes of uninterrupted preparation time daily whenever practicable. In no event shall special subject teachers receive less than twenty-one (21) consecutive minutes of uninterrupted preparation time daily. The District shall make every effort to provide the daily thirty (30) minutes of consecutive preparation time for special subject teachers.
- 6. The manner in which preparation time is utilized shall be within the independent professional discretion of the individual teacher.

ARTICLE XIII. LUNCHTIME

- 1. Teachers in Grades K-7 shall have a minimum of forty-two (42) minutes of uninterrupted lunchtime.
- 2. Teachers in The Wheatley School (Grades 8-12) shall have a minimum of forty-two (42) minutes of uninterrupted lunchtime in the case of an 8-period instructional day or a minimum of forty (40) minutes of uninterrupted lunchtime in the case of a 9-period instructional day.
- 3. Teacher's lunchtime shall be scheduled during the hours of operation of the school cafeteria.

ARTICLE XIV. TEACHING ASSIGNMENTS

- 1. Teachers shall have no more than three (3) different content preparations.
- 2. A Language Arts/Social Studies assignment at the Willets Road School shall be considered as two (2) different content preparations.
- 3. Teaching assignments in excess of the maximum number of hours of assigned teaching time as specified for each school in Article IX (including, but not limited to, substitute teaching) shall be compensated according to the schedule printed in Appendix A.
- 4. Teaching assignments for English teachers, Grades 8-12, shall be determined as follows:
 - a) The assignment load of English teachers, Grades 8-12, who were first employed prior to September 1, 1992, shall remain as established in prior years with the exception that such English teachers at The Wheatley School may receive a fifth non-classroom assignment which shall be used to provide regularly scheduled opportunities for tutorial assistance in English. In no case shall this additional assignment be used for a credit-granting course or to add to the number of students regularly assigned to each English teacher.
 - b) The maximum assignment load of English teachers, Grades 8-12, who are first employed on or after September 1, 1992, shall be five (5) instructional classroom assignments.
- 5. Teachers of shop courses at Wheatley shall be freed (exclusive of administrative assignments and preparation periods) of teaching assignments for two (2) periods a week. Whenever possible, these periods shall be consecutive.
- 6. Teachers shall be informed in writing of their year's tentative teaching assignments by May 15th of the preceding school year.
- 7. Teachers who serve in more than one building shall not be required to travel between buildings more than once a day for classroom instruction purposes.

- 8. No teacher shall be assigned to three buildings except by mutual agreement between the Association and the District.
- 9. The term "content preparation" shall be defined in the following manner:
 - a) Teachers who have self-contained K-5 classroom teaching assignments as they are presently constituted shall be considered to have three (3) content preparations;
 - b) Each course and level of a course at grades 6-12 shall be regarded as a separate content preparation;
 - c) Fine and practical arts courses may have multiple levels within a single course offering as long as the enrollment is small and the inclusion of multiple levels does not require more than a reasonable level of preparation by the teacher;
 - d) Any musical performing group and the sectionals connected with that group shall be viewed as one content preparation;
 - e) Teachers who <u>fully</u> participate in the School-Within-A-School program at Wheatley shall be viewed as having one content preparation in addition to those preparations connected with their academic discipline(s), English and/or Social Studies; and
 - f) The duties of Librarians K-12 as currently performed shall be considered to constitute three (3) content preparations.

ARTICLE XV. PART-TIME TEACHERS

- 1. All benefits accorded teachers employed on a full-time basis other than salary advancement, which is covered for part-time teachers in Article XXIII, shall be extended to part-time teachers with the exception that part-time teachers first hired on or after September 1, 1988 who are employed in less than 5/10ths positions shall be provided either individual or family medical insurance benefits on the basis of the Board providing fifty percent (50%) of the premium costs and the teacher providing fifty percent (50%). The above exception shall not apply to tenured teachers with service reductions to less than 5/10th positions.
- 2. A part-time teacher who is assigned to one building may be given one-half (1/2) the limit of administrative assignments in his or her building if that teacher is employed for two-fifths (2/5ths) or more of a position.
- 3. A tenured teacher may voluntarily accept part-time service in the District without jeopardy to seniority or tenure rights under the condition that the Association and the District must agree to any extension of such part-time service beyond two (2) years.
- 4. Part-time teachers who receive a full-time probationary appointment shall have their probationary periods reduced by the number of years of successful part-time service accumulated in the District prior to receiving the full-time probationary appointment. In no such case, shall the period of probation be reduced to less than one (1) year. For the purpose of computing total part-time service accumulation, a year of part-time service credit shall be calculated by accumulating a total of five fifths or ten tenths of an assignment.

ARTICLE XVI. PERSONNEL FILES

1. The teacher's official personnel files shall be kept in the Principal's and Superintendent's offices, and shall contain, in one or the other, the following materials:

Application

Official statement of courses taken and degrees granted

Teaching certificate – photocopy

Military discharge papers (if any) and pertinent correspondence

Requests for salary re-classification

Requests for leave

Requests for transfer or promotion

Notice of probationary and tenure appointments

Commendations, evaluations and pertinent criticisms

Communications relating to service with professional organizations

Reports of disciplinary action taken

Disposition of any of the foregoing

Attendance and lateness data

2. It shall be incumbent upon the administrative staff to share with the teacher any criticism or commendation before placing same in teacher's permanent file. Items of this nature will be initialed at the time of inclusion, indicating that the teacher has examined them.

If a teacher feels that a response to any of the above is necessary, such responses will be made within a reasonable time, and included in his/her file.

- 3. A teacher will be entitled to have a representative of the Association accompany him/her during a review of his/her file, if he/she so desires, or a teacher may authorize in writing the president of the Association or his/her designee to review the teacher's file. Such examination may take place only in the presence of the Superintendent or his/her designated representative.
- 4. A teacher may, upon request and within a reasonable time, be allowed to copy any item or items in his/her personnel file, or to authorize in writing the president of the Association or his/her designee to make such copies.

5. Each faculty member's file shall be available for inspection only to:

The Superintendent
The Assistant Superintendent
The Building Principal and/or Assistant Principal
Curriculum Associate, Coordinator and Director
The faculty member to whom the file pertains

6. Material will be removed from the files when a teacher's claim that it is inaccurate or unfair is sustained.

ARTICLE XVII. REPORT OF ASSAULT, PROPERTY DAMAGE & THEFT

Teachers will report all cases of assault, property damage and theft suffered by them while on duty to their Principal within ten (10) days. The Superintendent or his/her staff will provide assistance and in general will act as liaison between the teacher, police, insurance agent and other appropriate parties.

ARTICLE XVIII. GRIEVANCE PROCEDURE

- 1. Should a difference or dispute arise between the parties as to the interpretation of this Agreement, it shall be resolved in accordance with the following procedure:
 - STEP 1A On the local level, the Principal and/or his/her representative will meet with the president of the Association and/or his/her representative within five (5) school days after the Principal is notified a grievance exists in an effort to find a solution.
 - The Principal will notify the president of the Association of his/her decision concerning the grievance within ten (10) school days after the meeting listed in 1A (above) has been held.
 - STEP 2A If the matter is not settled to the satisfaction of the president of the Association or his/her representative in Step 1A, a meeting between the president of the Association and/or his/her representative and the Superintendent and/or his/her representative will be held within seven (7) school days after the Superintendent is notified of the pendancy of the grievance.
 - <u>2B</u> The Superintendent will notify the president of the Association of his/her decision concerning the grievance within thirteen (13) school days after the meeting listed in 2A (above) has been held.
 - STEP 3 If the president of the Association or his/her representative is not satisfied with the decision referred to in Step 2B and desires to go to arbitration, he/she must within thirty (30) calendar days after receipt of the decision of the Superintendent move to have the matter arbitrated under the rules of the AAA or by a mutually agreeable arbitrator. The arbitrator shall issue an award within thirty (30) days of the closing of the hearing. This award shall be binding on both parties.

- 2. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 3. Any of the time limits listed above may be waived only by mutual consent of the president of the Association and the Superintendent.
- 4. It is also agreed that disputes not arising from the interpretation of the Agreement but affecting the working conditions of teachers may follow STEPS 1A, 1B, 2A and 2B.

ARTICLE XIX. SICK LEAVE

1. Sick leave shall be granted according to the following schedule:

Non-tenured teachers:

Ten (10) days each year of service in the East Williston Union Free School District at the beginning of each school year, and cumulative to a total of sixty (60) school

days.

Tenured teachers:

Unlimited sick leave but continuation of sick leave benefits beyond an accumulated period of sixty (60) school days in any one school year in the East Williston Union Free School District shall be at the discretion of

the Board of Education.

2. The Board reserves the right to:

a) Have absences exceeding five (5) consecutive school days substantiated by a physician's letter,

b) Require periodic reports from the teacher's attending physician, and

- c) Require a staff member who is absent more than five (5) consecutive school days to submit to an examination by one of the School District's examining physicians.
- 3. Teachers joining the staff after the beginning of the school year shall be granted one day of sick leave for each month remaining in the school year.
- 4. A teacher who has not achieved tenure status, who is absent from school due to a personal injury occurring during the course of his/her employment, that is compensable under the New York State Workmen's Compensation Law, will receive the difference between payments allowed under that law and his/her basic salary for a period not to total more than one year. The preceding will not reduce sick leave entitlement.
- 5. In the case of anticipated use of sick leave (e.g., pregnancy and elective surgery), timely notice will be provided by the teacher, using the form attached in Appendix E.

ARTICLE XX. OTHER PAID LEAVES

A. Personal Business

- 1. Two (2) days a year may be taken for personal business, exclusive of the existing sick leave article.
- 2. The teacher must determine, before applying, that personal business meets the following criteria:
 - a) The business cannot be attended to at any other time except during school hours because the setting of time and date is beyond the teacher's control.
 - b) The business is not in any way part of an enterprise carried on by the teacher for profit.
 - c) The time used is not in any way associated with a vacation or recreation activity.
- 3. Requests for personal business leave shall be made in writing, using the form attached in Appendix E, stating the dates of the leave, at least five (5) days in advance of the leave, except in emergencies, and shall be acknowledged by the Building Principal before the teacher absents himself/herself.
- 4. If a teacher's record of use of personal business days reasonably justifies it, the Superintendent may require a written reason for personal business day leave.

B. Death In The Family

Teachers who require an absence of up to five (5) days for a death in the immediate family shall be granted this time. It is recommended that time for travel to and from the place of the funeral be included in the five (5) days.

C. <u>Emergency Situations</u>

- 1. The Board shall provide compensated leave for teacher absence in the event of emergency situations.
 - 2. Such emergency leave would be ordinarily of brief duration.
- 3. Compensated emergency leave beyond four (4) days in any one school year is at the discretion of the Superintendent.

D. Family Illness

- 1. The Board shall provide compensated leave during the illness of members of the immediate family of a teacher, such illness necessitating the absence of that teacher.
- 2. The term "immediate family" includes grandparents, parents, spouses, children, grandchildren and in-laws within the same category.
- 3. Any single instance of compensated family illness leave beyond three (3) consecutive days is at the discretion of the Superintendent.

E. Adoption

Twenty (20) days of compensated leave shall be extended to teachers upon the adoption of a child.

ARTICLE XXI. MILITARY LEAVE

A member of the professional staff shall be entitled to a leave of absence, without pay, for the purpose of military duty in the Armed Forces of the United States up to two (2) years and shall be reinstated to his/her position at the same rate of salary to which he/she would have been entitled had he/she been in continuous employment. In time of national emergency the leave may be extended upon written application to the Superintendent and his/her approved recommendation by the Board of Education.

ARTICLE XXII. OTHER UNPAID LEAVES

- 1. A member of the professional staff may be afforded a leave of absence, without pay, not to exceed two (2) years in length and subject to the recommendation of the Superintendent of Schools and Board of Education approval, if the purpose of the leave is one of the following:
 - a) Rest
 - b) Restoration of health
 - c) Family hardship
 - d) Peace Corps or substantially similar government sponsored programs such as a full-time participant in such programs
 - e) Campaigning for or service in a public office
 - f) Professional advancement
 - g) Improvement of the teacher's professional service to the district
 - h) Child care
- 2. Application for the leave shall be filed with the Superintendent at least thirty (30) days prior to the effective date of the leave.
 - 3. Return from leave must coincide with the first day of a semester.
- 4. Notice of a first semester return from leave shall be provided by March 1st.

Notice of a second semester return shall be provided by November 15th.

- 5. If this leave is granted for less than five (5) months, the teacher will advance normally on the salary schedule for the following year.
- 6. If the leave is granted beyond five (5) months and the benefits of the leave to the District are deemed by the Superintendent and the Board to be of sufficient merit, then the Superintendent and the Board may grant advancement on the salary schedule for the following year.
- 7. It is expected that a teacher on "other leaves" will return to duty in the District at the conclusion of such leave.

ARTICLE XXIII. SALARY ADVANCEMENT

- 1. A teacher with less than one full year's employment shall be advanced one year's experience step on the appropriate salary schedule at the start of the next contract year if either one of the following two conditions are met:
 - a) The teacher shall have accumulated at least ninety (90) days of employment;
 - b) The teacher shall have been employed no later than February 1 and been in continuous employment to the end of the contract year.
 - 2. a) Advancement on the salary schedule as a result of education shall commence as of the date of the completion of the educational credits, such advancement to be made retroactively to the date of the completion of the credits in the case of delays in formal confirmation of the receipt of the credits.
 - b) Payroll adjustments caused by salary schedule advancements due to education shall be made on October 1st and March 1st of each school year. Such adjustments shall include all retroactive salary that may have accrued since the date of the completion of credits.
- 3. A teacher who earns a Masters degree while on the B+60 column of the salary schedule shall be regarded as having achieved the M+15 level, and shall be able to advance to the M+30 column upon earning fifteen (15) more educational credits and to continue thereafter in regular advancement according to completed educational credits.

ARTICLE XXIV. PROFESSIONAL DEVELOPMENT AND EDUCATION, NATIONAL CERTIFICATION

- 1. The primary purpose of in-service education is the professional growth of the teacher, including, but not limited to, growth that relates to better implementation of programs of instruction.
- 2. For each approved in-service credit not otherwise applicable to salary advancement that shall have been earned after July 1, 1985, a teacher shall receive a \$215.00 one-time payment in 2000-01. For each such credit earned after July 1, 2001, a \$221.00 one-time payment in 2001-02; and for each such credit earned after July 1, 2002, a \$228.00 one-time payment in 2002-03.
- 3. Participants in the Lincoln Center Institute shall be awarded two (2) in-service credits for each five (5) days of participation in the Institute's program for teachers beginning July 1, 1985.
- 4. Teachers who have already accumulated twelve (12) in-service Lincoln Center credits shall receive a payment of \$47 per day in the school year 2000-01, \$48 per day in the school year 2001-02, and \$49 per day in the school year 2002-03 to cover travel, meal and miscellaneous expenses for up to fifteen (15) days of annual attendance at the Lincoln Center Institute Summer Workshop.
- 5. Teachers participating in Lincoln Center program planning sessions shall be compensated at the hourly rates specified for curriculum workshops in Appendix A.
- 6. A Professional Development and Education Committee consisting of an equal number of members appointed by the Superintendent and by the Association shall be established.

The committee shall be empowered to set the criteria for and to approve travel and conference disbursements.

The District shall provide an annual travel and conference fund of not less than fifty (50) per cent of the total amount appropriated by the District for teacher travel and conference, such fund to be dispensed by the committee.

The committee shall also be empowered to approve educational credits for advancement on the salary schedule.

When the committee cannot reach a majority decision in respect to the approval of educational credits, the Superintendent shall decide. In such a case, the Superintendent shall not unreasonably withhold his approval.

- 7. a) Each teacher shall complete eight (8) hours of professional development activities during the school year 2001-02 and twelve (12) hours during the school year 2002-03, and annually thereafter;
 - b) These hours of professional development activities shall take place during otherwise unassignable time within the school day, beyond the school day, or beyond the school year;
 - c) The scheduling and content of these additional hours shall be subject to mutual agreement between the Superintendent of Schools and the Association. Such agreement may include an additional conference day;
 - d) One-half (1/2) of these professional development hours shall be creditable toward salary advancement.
- 9. Teachers receiving **National Board Certification** shall receive a one-time payment of \$2,000 in the first July payroll in the school year following successful attainment of the certification.

ARTICLE XXV. MEDICAL INSURANCE

- 1. The Board agrees that the District shall pay coverage in the "Statewide Option" of the "Health Insurance for New York State Employees" for eligible employees in the bargaining unit.
 - 2. a) The Board shall pay 90% of the employee (individual) premium cost and 90% of the dependent (family) premium cost...
 - b) A flexible benefit plan under Section 125 of IRS Regulations that is mutually agreed upon by the District and the Association shall be made available to teachers.
- 3. It is further understood and agreed that each teacher desiring to participate in the Medical Insurance Program, shall authorize the Assistant Superintendent for Business to deduct from said teacher's salary each month a sum sufficient to pay the teacher's contribution of the medical insurance premium.
- 4. For those employees selecting the "GHI Option" or the "HIP Option" under the Health Insurance Plan, additional premiums that exceed those borne by the Board under the "Statewide Option", shall be paid by the employee.
- 5. Teacher's major medical benefits for himself/herself and his/her dependents, shall be continued after retirement according to the formula stated above.
- 6. Upon the death of an active or retired teacher, the surviving spouse, if any, shall be provided with continued medical insurance benefits for a period of twelve (12) months.
- 7. Teachers who are not rehired, except for those who are being dismissed as a result of evaluation of services, or teachers who are, for other reasons, leaving the District at the end of the school year shall be provided medical insurance coverage during July and August on the same basis as teachers who will be returning to service in September.

- 8. In the event that a change in federal tax law should make health insurance premiums paid under this Agreement part of the taxable income of teachers, the District agrees to negotiate with the Association at the Association's request an alternate method of providing this benefit or its cash equivalent to teachers.
- 9. Upon mutual agreement and consent of the parties, an alternative medical insurance program may be substituted for the present Empire Plan program.
- 10. Teachers may voluntarily waive coverage under the medical insurance program provided for in this Agreement by notifying the District in writing by June 1 of their desire to do so for the subsequent school year.

Teachers who waive such coverage shall receive in the following June a lump sum payment added to their gross salary equal to fifty percent (50%) of the premium the District would have otherwise paid on their behalf.

Any teacher who has waived coverage under this provision shall be reinstated in the medical insurance plan and coverage shall commence thirty (30) calendar days after the District receives written notification of request for reinstatement from the teacher.

Teachers who are thus reinstated after having waived coverage shall receive in June a pro-rata share of the annual lump sum payment that would otherwise have been due them.

Teachers entering service after June 1 may opt to waive coverage under these provisions within thirty (30) days of their employment. In such cases, the lump sum payment shall be prorated to reflect fifty percent (50%) of the premium costs that otherwise would have been incurred by the District.

ARTICLE XXVI. BENEFITS OTHER THAN MEDICAL INSURANCE

- 1. In the first year of the Agreement, a sum of \$1,864 per member of the bargaining unit per year shall be provided to supply dental insurance, life insurance, and fringe benefits other than the medical insurance provided for in Article XXV.
- 2. In 2001-02, the sum specified in 1. shall be \$1,964 per member of the bargaining unit per year; and in 2002-03, the sum shall be \$2,064 per member of the unit per year.
- 3. The sum provided for benefits other than medical insurance, at the election of the Association, will be applied a) to payments by the Board into the East Williston Teachers' Association Benefit Fund or b) to premium payments made by the Board to obtain the benefits stated in 1.
- 4. If the Board is to pay the premiums directly, the Association and the Assistant Superintendent for Business shall seek a mutual agreement as to the method of application of the sum and as to the selection of insurance carriers and policies. If these two parties cannot reach mutual agreement, the Superintendent's decision shall be final.
- 5. The Chairman of the Board of Trustees of the East Williston Teachers' Association Benefit Fund, or his/her designee, shall have his/her total classroom teaching assignment reduced by one (1) teaching assignment.
- 6. Teachers who are not rehired, except for those who are being dismissed as a result of evaluation of services, or teachers who are, for other reasons, leaving the District at the end of the school year shall be provided benefits other than medical insurance coverage during July and August on the same basis as teachers who will be returning to service in September.

ARTICLE XXVII. DRIVER'S EDUCATION

- 1. The Board may at its discretion sub-contract the behind-the-wheel aspect of the driver education whenever it is offered.
- 2. Any qualified and certified applicant for behind-the-wheel driver instructor who is employed by the District shall be employed by the sub-contractor in preference to applicants not employed by the District.
- 3. No provision of this Article shall be construed as providing precedent for or consent to any other sub-contracting of instruction whatsoever.
- 4. The stipend for classroom instruction of driver's education shall be identified in Appendix A.

ARTICLE XXVIII. SUMMER, WINTER AND WEEKEND PROGRAMS

- 1. No summer, winter, or weekend program position shall be filled by a teacher not employed by the District if there is a qualified and certified applicant for such position who is employed by the District.
- 2. The rate of compensation for teaching in a summer, winter, or weekend program shall be the same as that for "Additional Teaching Assignments" in Appendix A. Such positions shall include, but shall not be limited to special education, ESL (English-as-a-Second Language), and remedial reading.
- 3. The rate of compensation for certified staff in summer, winter, and weekend and recreation programs shall be as follows:

Total Years of Service*	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1-4	\$35	\$36	\$37
5-8	\$45	\$46	\$47
9+	\$50	\$52	\$54

^{*}Cumulative, not consecutive.

In addition to the hourly compensation rate set forth above, certified winter recreation program staff shall receive a curriculum and/or planning stipend equal to an extra half hour per week paid at the appropriate hourly rate.

4. Compensation for the director of the summer recreation program shall be based on the following formula:

240 hours X the highest hourly rate in item 3 above

plus

\$2,194 in 2000-01, by \$2,260 in 2001-02, and by \$2,328 in 2002-03 stipend for all additional administrative and planning duties.

In accordance with said formula, the amounts shall be as follows:

2000-01: \$14,088 2001-02: \$14,511

2002-03: \$14,946

5. The compensation for the director of the summer recreation program shall be increased by \$2,194 in 2000-01, by \$2,260 in 2001-02, and by \$2,328 in 2002-03 whenever he/she shall have responsibility for a multi-district program.

ARTICLE XXIX. CONSORTIUM PARTICIPATION

- 1. The District shall not enter into any inter-district instructional consortium, which would deny District staff an equal opportunity for employment.
- 2. District staff teaching in an inter-district consortium sponsored in whole or in part by the District shall be compensated either by the rates set for Summer, Winter and Weekend Programs or by the consortium rate, whichever is greater, except for State, Federal or other funded projects where definitive rates are set by the funding agency.

ARTICLE XXX. WORKSHOP AND CURRICULUM DEVELOPMENT ASSIGNMENTS

- 1. Assignment to workshops and curriculum development projects in the summer months (that is, beyond the teacher's work year as established in the school calendar) or during the school year at hours beyond the teacher's workweek shall be subject to the consent of the teacher or teachers involved.
- 2. The stipend for participation in workshops and curriculum development projects is listed in Appendix A.

ARTICLE XXXI. MAINTENANCE OF STANDARDS

All policies governing professional service shall be maintained at not less than the highest minimum standards in effect in the school system at the time this Agreement is signed. This Agreement shall not be interpreted or applied to deprive the teachers of any professional advantages heretofore enjoyed unless expressly stated herein.

ARTICLE XXXII. EVALUATION AND FAIR DISMISSAL OF ATHLETIC COACHES

A. Hiring

- 1. Whenever an athletic coaching position shall become vacant, the opening must be advertised in writing to the District staff.
- 2. Whenever an athletic coaching position shall become vacant, the most qualified certified applicant for such position shall be selected. When applicants are equally qualified, preference will be given to applicants who are District teachers.
- 3. Whenever an athletic coaching position is filled, it shall be by annual appointment, except that after four (4) consecutive school years of service in the coaching position, no coach shall be dismissed except for cause.

B. <u>Evaluation and Supervision</u>

- 1. Every coach shall be evaluated jointly by the Athletic Director and the building principal, each season.
- 2. The criteria for the evaluation of athletic coaches employed by the District shall be provided to each coach prior to his/her appointment.
- 3. The Superintendent or his/her designee shall consult with the East Williston Teachers' Association in preparing evaluative criteria for athletic coaches.
- 4. Within a month of the end of each sports season, a written evaluation of each coach being evaluated that season shall be submitted to the Superintendent of Schools, together with a recommendation concerning reappointment.
- 5. Before the above evaluation and recommendation is so submitted, the Athletic Director must confer with the coach, providing him/her an opportunity to read and respond to it. When the recommendation is not to reappoint, the affected coach may request that a statement of reasons be provided within 5 days of the request.

6. The coach may prepare a written response to the evaluation and recommendation for inclusion in his/her file. The written response must accompany the evaluation and recommendation when the latter are formally submitted the Superintendent.

C. Non-Renewal Hearing

- 1. Coaches are subject to termination without cause during their first four (4) years of service. After four (4) years, any coach recommended for dismissal is entitled to a hearing before a three-party panel, consisting of the Superintendent (or designee), the EWTA President (or designee) and a third person from inside the District chosen by agreement of the Superintendent and the EWTA President.
- 2. In the event that the Superintendent and the EWTA President cannot agree on the third party, the American Arbitration Association list and procedure will apply.
- 3. In the event that a hearing is held, a report of findings and recommendation should be forwarded to the Board of Education for a determination. Such determination is final and binding.

D. <u>Citizen Complaints</u>

1. Any person having a concern or complaint relative to an athletic coach or team shall be required to adhere to the procedures outlined in the Administrative Regulation #1312, Complaints Concerning School Personnel.

ARTICLE XXXIII. EXTRA-CURRICULAR ACTIVITY ADVISORS

1. Stage Crew Advisor

- a) The stage crew advisor's duties shall be limited to one musical production, one dramatic production, and routine day-to-day set-ups for assemblies and similar activities.
- b) The stage crew advisor will be compensated on an hourly rate based on provisions for additional evening meetings in Appendix A for any duties performed in Lincoln Center productions, Battle of the Bands presentations, Varsity Review, or any other activity not included in the preceding paragraph (a).
- 2. Stipends for extra-curricular activity advisors are indicated in Appendix B.
- 3. The stipend of any activity can be reevaluated at the end of any school year at the initiative of an advisor or of an administrator. The evaluation shall consist of submission of a written request accompanied by supporting data including a completed form (Appendix F) to the Superintendent, who shall confer with the Association in applying the criteria (Appendix G) contained in the reevaluation materials.

4. Evaluations and Fair Dismissal of Extra-Curricular Advisors

- a) Every extra-curricular advisor shall be subject to annual evaluation by his or her building principal, using criteria that shall be prepared jointly by the Superintendent of Schools and the Association.
- b) Whenever an open extra-curricular activity advisorship is filled, it shall be for a one-year term or annual appointment, except that after four (4) consecutive years of service, no advisor shall be dismissed except for cause.

- c) Recommendations for dismissal for cause of an extra-curricular activity advisor must be written. Before such a recommendation is submitted to the Superintendent, the building principal must confer with the affected advisor, providing him/her with a copy of the recommendation, an opportunity to read it, and reasonable time to respond to it.
- d) The provisions for a non-renewal hearing and for the processing of citizen complaints shall be the same as those specified in Article XXXII, Sections C and D.

ARTICLE XXXIV. FIELD TRIP SUPERVISION

- 1. Supervision of students on field trips during the school day shall require no additional compensation for the staff members involved, as it shall be considered in lieu of their regular daily service to the District.
- 2. Supervision of students on field trips by advisors of extra-curricular activities shall be covered by the Agreement on extra-curricular activities when such field trips are part of the activities' approved programs.
- 3. Supervision of students on administratively approved field trips at times other than during the school day and by staff members other than an activity advisor in the case of an extra-curricular field trip shall be compensated according to the following schedule during the first year of this Agreement:

		<u>Per</u> 2000-01	Assignment 2001-02	2002-03
a)	Any assignment extending up to three (3) hours beyond the end of the instructional day	\$55	\$57	\$59
b)	Any holiday or weekend assignment of more than six (6) hours in duration or any assignment involving overnight supervisory responsibilities	\$114 per day	\$117 per day	\$121 per day
c)	All other assignments, including those extending more than three (3) hours beyond the end of the instructional day	\$83	\$85	\$88

4. All ticket fees, meals, lodging and transportation expenses administratively approved in advance and incurred by a staff member accompanying an administratively approved field trip of any sort (irrespective of the provisions of the preceding three paragraphs of this agreement) shall be reimbursed by the District.

ARTICLE XXXV. NOTIFICATION OF OPEN POSITIONS

Whenever a position opens in the District, all then present members of the instructional staff shall be informed of the opening in sufficient time to make application for it.

ARTICLE XXXVI. REGISTERED SCHOOL NURSES

A. The following Articles of this Agreement shall apply to School District Registered Nurses, and references in them to teachers shall be construed to mean "school district registered nurses":

Article XXIII	i
Article XXIV Section	1
Article XXVI	1
Article XXVII	1
Article XXXI	
Article XXXII	
Article XLII	
	Article XXIV Section Article XXVI Article XXVII Article XXXI Article XXXII

B. Nurses' Work Week

- 1. The length of the nurses' week, including lunchtime, shall be thirty-five (35) hours.
- 2. Any assignment required in excess of this maximum number of hours per week shall be subject to the consent of the nurse involved and shall be compensated at the overtime hourly rate of time and one-half per hour or fraction thereof.
- 3. The regular hourly rate for nurses shall be computed on the basis of one-seventh (1/7th) of one-two hundredth (1/200th) of yearly salary.

C. <u>Lunch Time</u>

In no case shall the lunch time provided a nurse employed on or before September 1, 1988, be reduced below the time and conditions which were then customary in each of the three schools of the District. Nurses hired after September 1, 1988 shall receive a forty-two (42) minute lunch period.

D. Assignments Beyond the Work Year

- 1. Nurses involved in assignments beyond the work year as defined in the regular school calendar shall be reimbursed at the overtime hourly rate of time and one-half per hour or fraction thereof.
- 2. Such assignments are subject to the consent of the nurse or nurses involved.

E. Administrative Assignments

Nurses shall have no administrative assignments other than those, which they have regularly and customarily performed in the past except by mutual consent between the Association and the District.

F. Sick Leave

- 1. School nurses shall accumulate paid sick leave benefits at the rate of ten (10) benefit days per year cumulative during the first three (3) years of employment to thirty (30) benefit days.
- 2. School nurses during their fourth year of employment, and during successive years of employment, shall receive sixty (60) benefit days of paid sick leave per school year, non-cumulative.
- 3. School nurses shall be accorded one-year of sick leave, inclusive of paid sick leave benefit days.
- 4. Extension of sick leave beyond one year or extension of sick leave beyond the limits described above shall be at the discretion of the District.
- 5. Nurses joining the staff after the beginning of the school year shall accumulate one (1) sick leave benefit day for each month remaining in the school year.
 - 6. All sick leaves shall be subject to the following conditions:

- a) The Board of Education reserves the right to have absences exceeding five (5) days in any year substantiated by a physician's letter.
- b) The Board of Education reserves the right to require periodic reports from the nurse's attending physician.
- c) The Board of Education reserves the right to require the nurse, absent more than five (5) days in any school year, to submit to an examination by one of the District's examining physicians.

G. Nurses' Personnel Files

- 1. The nurse's official personnel file shall be available for inspection only to:
 - a) The Superintendent.
 - b) The appropriate Building Principal and/or Assistant Principal.
 - c) The Assistant Superintendent.
 - d) The nurse to whom the file pertains.
- 2. No material within a nurse's file may be provided, divulged or communicated to anyone else whatsoever without the nurse's express consent in writing except when it is the legal requirement or responsibility of the District to do so.
- 3. Criticism may be placed in a nurse's file only after the nurse has examined it. The nurse shall initial the criticism to indicate that he/she has examined it.
- 4. If a nurse feels that a response to a criticism is necessary, such response will be made within a reasonable time, and included in his/her file.
- 5. A nurse may, upon request and within a reasonable time, be allowed to copy any item in his/her personnel file.
- 6. A nurse will be entitled to have a representative of the East Williston Teachers' Association accompany him/her in any review or examination of his/her file.
- 7. Material will be removed from a file when a nurse's claim that it is inaccurate, unfair, or professionally inappropriate is sustained.

H. Malpractice Insurance

The District and the Association agree to further negotiation concerning comprehensive malpractice insurance coverage for nurses.

I. Salary

- 1. The salary schedule for School District Registered Nurses is indicated in Appendix I.
- 2. In each year of the Agreement, a separate payment totaling no more than \$750.00 shall be paid to each nurse in addition to the scheduled salary. Such payment shall not be added to the salary schedule for compounding purposes and shall be prorated for less than full time service.
 - 3. Longevity Stipend:

Nurses with sixteen (16) years of credited service that include a minimum of ten (10) years of District service shall receive a stipend of \$1,000 in addition to total salary.

ARTICLE XXXVII. DIRECTORS, CURRICULUM ASSOCIATES, AND COORDINATORS

A. The following Articles of this Agreement shall apply to Directors, Curriculum Associates and Coordinators, and references in them to teachers shall be construed to mean "Directors, Curriculum Associates, and Coordinators", hereinafter referred to as CA's:

Articles:

XXXI, XXXIV, XXXV, XLI.

B. Work Year

- 1. CA's will be expected to work five (5) additional days beyond the teachers' work year in the school year 1994-95 and seven (7) additional days beyond the teachers' work year in the school year 1995-96. The Superintendent may at his/her discretion assign five (5) days beyond the teachers' work year in addition to those specified above in school year 1994-95 and three (3) additional days beyond the teachers' work year in 1995-96. Commencing in the school year 1996-97, CA's will be expected to work ten (10) additional days beyond the teachers' work year. A minimum of four (4) of the CA's additional days shall be devoted to administrative duties. Any remaining days shall be used for such other activities as are approved by the Superintendent.
- 2. Compensation for each day worked beyond the teachers' work year shall be 1/200th of the appropriate salary step.

C. Work Week

The working hours of the CA's, Directors and Coordinators may extend beyond the teachers' workweek by reason of their duties and responsibilities. However, additional supervisory duties shall be compensated as per Article XXXIV and XL.

D. Teaching Time

1. Assigned teaching time may be a maximum of two (2) regularly assigned classes for the Curriculum Associate in Foreign Languages.

2. All other CA's may be assigned a maximum of one (1) regularly assigned class.

E. <u>Administrative Assignments</u>

CA's will not be given administrative assignments except in emergency situations.

F. Stipend

The stipend for CA's shall be identified in Appendix D.

ARTICLE XXXVIII. TEACHERS WITH ADMINISTRATIVE RESPONSIBILITIES

- 1. The Lincoln Center Program Coordinator shall be compensated with the annual stipend indicated in Appendix D.
- 2. Teachers serving as Cluster Leaders shall be compensated with the annual stipend indicated in Appendix D.
- 3. Teachers serving as Central Treasurer, Extra-Classroom Activity Fund, shall be compensated with the annual stipend indicated in Appendix D.
- 4. Teachers serving as Auditor, Extra-Classroom Activity Fund, shall be compensated with the annual stipend indicated in Appendix D.
 - 5. a) Teachers serving as Curriculum Assistants shall, whenever practicable, be relieved of one (1) classroom assignment.
 - b) The annual stipend for Curriculum Assistants is indicated in Appendix D.
 - 6. Teachers who serve as Wheatley Audio-Visual Coordinator shall:
 - a) Be relieved of one (1) classroom assignment,
 - b) Be relieved of all administrative assignments,
 - c) Be paid for bid preparation and analysis at the rate specified in Appendix D, and
 - d) Receive hourly payment for all after-school, evening and weekend videotaping at the rate specified for Additional Teaching Assignments in Appendix A.
- 7. Teachers who serve as Wheatley Peer Tutoring Director, Willets Road AV Equipment Manager, Teachers Performing Bid Preparation and Analysis, Brooklyn Philharmonic Coordinator, Team Leaders, Assistant for Computer Education, Teacher in Charge Foreign Language Exchange Program, Teacher in Charge Willets Road Outdoor Education Program, Teacher in Charge North Side Outdoor Education Program, Teacher in Charge Wheatley Art Gallery, North Side Moving-Up Exercises Teacher in Charge, Director, Summer Genetics Institute, and Director, Deirdre Hannafin Writing and Publishing Center, shall be compensated with the annual stipend indicated in Appendix D.

ARTICLE XXXIX. TEACHERS' SALARIES

- 1. 2000-01......3.25% applied to all steps on the 1999-00 teachers' salary schedule
 - 2001-02.....3.00% applied to all steps on the 2000-01 teachers' salary schedule
 - 2002-03......3.00% applied to all steps on the 2001-02 teachers' salary schedule
- 2. Teachers' salary schedules are shown in Appendix H.

ARTICLE XL. ADDITIONAL STIPENDS

A. Additional Stipends - Appendix A

Stipends for Homebound Tutoring, In-Service Instruction, Additional Evening Meetings, Supervision, S.A.T. Proctoring, S.A.T. Preparation Course, and Additional Evening or Weekend Concerts beyond three (3) per musical group are listed in Appendix A.

B. Athletic Coaches

A schedule of stipends for Athletic Coaches is listed in Appendix C.

C. <u>Longevity Stipends</u>

The following stipends, based on credited experience, shall be paid each year of the Agreement, under the condition that no teacher may arrive at both stipends in the same year:

Experience	Stipend
21 years (Including at least 10 years of District service)	\$1,500
25 years	\$1,250
30 years (Including at least 30 years of District service for 2000-01; including at least 20 years of District service in 2001-02 and thereafter)	\$1,500

ARTICLE XLI. TUITION WAIVERS

- 1. Children of District teachers who meet the established criteria for attendance may be enrolled in East Williston schools.
- 2. The tuition fee in such cases shall be twenty percent (20%) of the established tuition rate each year.

ARTICLE XLII. STAFF PERFORMANCE REVIEW

- 1. The Superintendent, in consultation with the Association acting on behalf of the teachers, shall develop formal procedures for the review of the performance of all teachers in the District.
- 2. Such procedures shall be approved by the Board of Education and distributed to the teaching staff no later than August 1.
- 3. Formal procedures for the review of the performance of teachers shall include:
 - a) Criteria by which all teachers shall be reviewed and a description of the review procedures;
 - b) A description of review activities, including:
 - (i) The number of observations,
 - (ii) The frequency of observations, and
 - (iii) Provisions for meetings between the reviewer and the staff person being reviewed;
 - c) Methods used to record review results; and
 - d) Procedures used to:
 - (i) Ensure that all teachers are acquainted with the performance review procedures, and
 - (ii) Ensure that each staff person who is reviewed has the opportunity to provide written comment on his/her performance review.
- 4. Any change in the performance review procedures approved by the Board of Education shall require adequate consultation with the Association prior to adoption.

ARTICLE XLIII. CONTRACT SETTLEMENT CLAUSE

The parties hereto agree that they have fully bargained with respect to wages, hours and other terms and conditions of employment and have settled same for the term of this Agreement in accordance with the terms hereof.

ARTICLE XLIV. AGREEMENT-DURATION AND RENEWAL

This Agreement shall be effective as of July 1, 2000, and shall continue in effect through June 30, 2003.

Negotiations for renewal, modification or extension of this Agreement may be instituted not earlier than February 1, 2003.

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

EXECUTED:

EAST WILLISTON UNION FREE SCHOOL DISTRICT

Superintendent of Schools

EAST WILLISTON TEACHERS ASSOCIATION

Presiden

APPROVED: EAST WILLISTON UNION FREE SCHOOL DISTRICT

President

APPENDIX A - STIPENDS

	2000-01	2001-02	2002-03
Additional Teaching Assignments, including, but not limited to, Driver Education and Lunchtime Recreation Supervision	\$49 per hr. or 1/7 of 1/200 of yearly salary, whichever is greater		yearly salary,
Curriculum Workshop	\$53 per hr.	\$55 per hr.	\$57 per hr.
Homebound Tutoring	\$72 per hr.	\$74 per hr.	\$76 per hr.
In-Service Instruction	\$72 per hr.	\$74 per hr.	\$76 per hr.
Supervision: 1 after-school game or activity 1 night game or activity 1 double game or activity of 3 hours or more 1 weekend game or activity of less than 3 hours 1 double weekend game or weekend activity of 3 hrs or more Tournament pay	\$72/assign. \$103/assign \$72 assign.	\$74/assign.	\$76/assign.
Additional Evening or Weekend Concerts beyond three (3) per Musical Group	\$49 per hr.	\$50 per hr.	\$52 per hr.
SAT Proctoring SAT Preparation Course	_	\$48 per hr. \$63 per hr.	
Additional Evening Meetings (NOTE: For the purposes of computing hourly shall be treated	\$49 per hr. stipends, each a ed as a full hour		\$52 per hr.

- 57 -APPENDIX B - EXTRA-CURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>2000-01</u>	2001-02	2002-03
Wheatley			
Advisor-Grade 8	2,108	2,171	2,236
Advisor-Grade 9	2,108	2,171	2,236
Advisor-Grade 10	2,108	2,171	2,236
Advisor-Grade 11	2,108	2,171	2,236
Advisor-Grade 12	3,204	3,300	3,399
Brainstormers	1,561	1,608	1,656
Chess Club	1,835	1,890	1,947
Community Action Committee	1,286	1,325	1,365
Computer Club	2,382	2,453	2,527
Environmental Action Committee	1,561	1,608	1,656
French Club	1,286	1,325	1,365
Future Business Leaders	1,286	1,325	1,365
Inter-Cultural Unity	1,835	1,890	1,947
Italian Club	1,286	1,325	1,365
Jazz Band	1,561	1,608	1,656
Key Club	1,835	1,890	1,947
Mathletes, Junior	1,561	1,608	1,656
Mathletes, Senior	1,561	1,608	1,656
Mock Trial Team	3,477	3,581	3,688
National Honor Society	1,561	1,608	1,656
SADD	1,286	1,325	1,365
Spanish Club	1,561	1,608	1,656
Stage Crew	4,573	4,710	4,851
The Wildcat	4,299	4,428	4,561
United Student Government	1,835	1,890	1,947
Varsity Club	1,561	1,608	1,656
Varsity Review	1,561	1,608	1,656
Video Club	2,108	2,171	2,236
Vintage	1,835	1,890	1,947
Wheatley Theater Company	2,930	3,018	3,109
WTC Set Design, Play	2,657	2,737	2,819
WTC Musical, Choreographer	2,108	2,171	2,236
WTC Musical, Conductor	1,835	1,890	1,947
WTC Musical, Director	4,026	4,147	4,271
WTC Musical, Set Design	2,930	3,018	3,109

ACTIVITY	2000-01	2001-02	2002-03
WTC Musical, Vocal Director	2,108	2,171	2,236
Wildcat Dancers	1,561	1,608	1,656
World Affairs Club	1,561	1,608	1,656
Writing Club	1,561	1,608	1,656
Yearbook, Business	1,561	1,608	1,656
Yearbook, Editor	5,395	5,557	5,724
Willets Road			
Advisor, Grade 7	1,286	1,325	1,365
After School Sports	1,561	1,608	1,656
Chamber Orchestra	1,286	1,325	1,365
Commercial Art Club	1,561	1,608	1,656
Computer Club	1,561	1,608	1,656
Drama	1,835	1,890	1,947
Environmental Action Committee	1,561	1,608	1,656
Honor Society Support Club	1,286	1,325	1,365
Herpetology Club	1,561	1,608	1,656
Jazz Band	1,561	1,608	1,656
Mathletes 7	1,561	1,608	1,656
Math Olympiads	1,561	1,608	1,656
Photography Club	1,561	1,608	1,656
Science Club	1,286	1,325	1,365
Science Olympiads	1,286	1,325	1,365
Scrabble Club	1,286	1,325	1,365
Student Government	1,835	1,890	1,947
Variety Show	2,108	2,171	2,236
Yearbook	1,561	1,608	1,656
North Side			
Books Alive!	1,288	1,327	1,367
North Side News	3,204	3,300	3,399

APPENDIX C - COACHES' STIPENDS

Category I

Varsity Football Varsity Basketball Varsity Track, Spring Varsity Track, Winter Varsity Wrestling

Category III

JV Soccer

JV Field Hockey

JV Baseball

JV Softball

JV Lacrosse

Category II

Assistant, Football
Assistant, Track
JV, Football
Varsity Soccer
Assistant, Wrestling
Varsity Field Hockey
Varsity Cross-Country
Varsity Lacrosse
JV, Basketball
Varsity Baseball
Varsity Softball
Varsity Tennis
Varsity Fencing
Varsity Golf

Category IV

Football, Grade 7

Football, Grade 8

Football, Grade 9

Jr. High Soccer

Jr. High Field Hockey

Jr. High Cross-Country

Jr. High Basketball

Jr. High Wrestling

Jr. High Baseball

Jr. High Track

Jr. High Softball

Cheerleading

Varsity Bowling

Stipends	Categ.I	Categ. II	Categ. III	Categ. IV
2000-01				
Step 1	4,545	3,865	3,296	2,841
Step 2	5,229	4,430	3,865	3,296
Step 3	5,906	4,650	4,430	3,752
Step 4	6,819	5,674	5,114	4,319
Step 5	7,842	6,523	5,880	4,967
<u>2001-02</u>				
Step 1	4,681	3,981	3,395	2,926
Step 2	5,386	4,563	3,981	3,395
Step 3	6,083	4,790	4,563	3,865
Step 4	7,024	5,844	5,267	4,449
Step 5	8,077	6,719	6,056	5,116
<u>2002-03</u>				
Step 1	4,821	4,100	3,497	3,014
Step 2	5,548	4,700	4,100	3,497
Step 3	6,265	4,934	4,700	3,981
Step 4	7,235	6,019	5,425	4,582
Step 5	8,319	6,921	6,238	5,269

Step 1....No experience

Step 2....After two (2) years' experience

Step 3....After four (4) years' experience

Step 4....After six (6) years' experience

Step 5....After eight (8) years' experience

APPENDIX D - STIPENDS FOR ADMINISTRATIVE RESPONSIBILITIES

1.	Curriculum Associates	2000-01 10,255	2001-02 10,563	2002-03 10,880
2.	Curriculum Assistants	3,115	3,208	3,304
3.	Cluster and Team Leaders	2,178	2,243	2,310
4.	Lincoln Center Coordinator	2,178	2,243	2,310
5.	Central Treasurer, Extra- Curricular Activity Fund	6,453	6,647	6,846
6.	Auditor, Extra-Curricular Act. Fund	1,91 1	1,968	2,027
7.	Willets Road AV Manager	1,599	1,647	1,696
8.	Peer Tutoring Director	5,161	5,316	5,475
9.	Teachers Performing Bid Preparation and Analysis	994	1,024	1,055
10.	Brooklyn Philharmonic Coord.	1,582	1,629	1,678
11.	Teacher in Charge, Foreign Language Exchange Prog.	1,379	1,420	1,463
12.	Teacher in Charge, Wheatley Art Gallery	994	1,024	1,055
13.	Teacher in Charge, Outdoor Education Program, Willets Rd.	3,096	3,189	3,285
14.	Teacher in Charge, Outdoor Education Program, North Side	3,096	3,189	3,285
15.	Teacher in Charge, North Side Moving Up Exercises	2,204	2,270	2,338

	<u>2000-01</u>	2001-02	<u>2002-03</u>
16. Director, Summer Genetics Institute	1,123	1,157	1,192
17. Director, Deidre Hannafin Writing& Publishing Center	2,930	3,018	3,109

APPENDIX E - LEAVE FORMS

DATE(S) MO	Э.	DAY	YEAR
I certify that the criteria state	ed in the contra	act for Person	al Leave are met.
	Dat	e Submitted	
Employee Signature			
Acknowledged:			
		•	
Administrator		· 	Date
ANTICIPATED SICK LEA	VE FORM	Date Subm	nitted:
TO: Superintendent of Scho	ools		
FROM:			
(Attending Physician	ı's Name)		(address)
RE: (Name of Patient)		· ·	
As of, the above (date)	-named patier	nt will be unat	ole to perform the
usual and customary duties	of teaching du	ie to	•
Under normal conditions, he on	e/she should b	e able to retur	n to his/her dutie

<u>APPENDIX F - EXTRA CURRICULAR ACTIVITY STIPEND EVALUATION</u> <u>FORM</u>

(If you need more space for an item, use the reverse side of the page you are working on, being sure to indicate the number of the item you are continuing.)

Your Activity's Name:
Your Name:
Briefly describe the activity and its goals:
1. Does your activity involve responsibility for equipment?
Yes No
If yes, describe the equipment:
2. Does your activity involve competition with other groups?
Yes No
If yes, how many are there annually on average at each of the following levels:
2a. Local 2b. Regional
2c. State 2d. National
zu. national

3. those	Does your activity requi you possess as a professi		and/or training over and above
	Yes No		
	If yes, describe them:		
4.	The financial control as	pects of the activity	are:
	Light	Moderate	Heavy
	Please describe them:		
5. activ	-	ertake as part of you	ar duties as advisor to the
6. to pa	Does the activity you activity and/or to you?	dvise involve aspect	ts that can present physical risks
	Yes No		
	If yes, describe them:		

7.	What grade levels are involved in your activity?
	K-456789101112
8.	Estimate the average number of participants per month at:
	8a. Full Meetings/Group Activities:
	8b. Meetings with Leadership or other sub-groups:
9.	Estimate your average contact hours per month with participants at:
	9a. Full Meetings/Group Activities:
	9b. Meetings with leadership or other sub-groups:
10.	How many meetings or group activities take place on average each month:
11.	When do these meetings take place?
12.	Does your activity conduct:
	12a. Evening Meetings? YesNo
	12b. Weekend Activities? Yes No
	12c. Activities during school vacations? Yes No
	For each yes above, provide a brief identification of the activity/activities:

13.E	stimate the average number of hours per contact work related to the	• •
	Please describe this work:	
		1 •
14.	How many of the following field trips	does your activity take part in:
	14a. Afternoon field trips:	
	14b. Evening field trips:	
	14c. Weekend or holiday field trips:	
	Briefly describe them:	
	•	
15. fund	Does your activity perform, create a petion that involves a public, non-school a	roduct or engage in any similar udience?
	Yes	No
	Please identify such activities:	

16. Please provide any information not covered by the previous items that you feel might be of value to the committee in accomplishing its task:							
Thank you!							
Please return this evaluation form to your building principal for his review and endorsement.							
Building Principal:							
Date:							

APPENDIX G - FORMULA FOR SETTING EXTRA-CURRICULAR ACTIVITY STIPEND

THE FORMULA

A. TIME AND NUMBER OF MEETINGS

Derive the total number of hours required to advise a given activity from the answers to Questions #13 and #9 of the Extra-Curricular Activity Stipend Evaluation Form (correcting for activities that involved professional time for part of the school year rather than the whole).

Then factor in the number of meetings an activity requires, under the logic that one meeting of four hours duration on one day is a lesser burden than eight half-hour meetings each occurring on a different day. Question #10 provides data concerning the number of meetings.

Construct an index for category A. Time and Number of Meetings, on the following basis:

1. Set a value for the number of meetings an activity holds using the following schedule:

Meetings	Value
1-30	1.0
31-50	1.25
51-100	1.50
101-149	1.75
150+	2.00

2. Multiply the total number of hours involved in advising an activity by the value obtained in (1).

The result is "Index A". All other criteria for stipends are factored against "Index A".

B. NUMBER OF CHILDREN INVOLVED

Determine the number of children involved on the basis of answers to Question #8 of the evaluation form.

1. Set a value for the number of children involved in order to give weight to the increased burden a relatively large number of participants would entail. Determine the value for each activity using the following schedule:

Number of Students	Value
1-49	0.0
50+	0.1

2. Multiply Index A by the value obtained in (1).

The result of this computation is called "Index B".

C. FIELD TRIP PLANNING AND SUPERVISION; COMPETITION AND PUBLIC VISIBILITY AND CONTACT

These three aspects of an advisorship are reported in Questions #14, #2 and #15 of the evaluation form.

- 1. Responses to each one of the three questions are considered separately and a value of 0, 1, 2, or 3 is given for each.
 - 2. Add the three values.
 - 3. Derive a total index value based on the following schedule:

Total from (2)	<u>Value</u>
0-1	.0
2-4	.1
5-7	.2
8+	.3

4. Then, finally, multiply Index A by the index value derived in (3). This result is "Index C".

D. OTHER FACTORS

In this final category are grouped a number of aspects of advisorships that are reported in the seven remaining questions on the evaluation form. They are:

Responsibility for equipment (Question #1)
Needed specialized training (Question #3)
Supervision of financial matters (Question #4)
Use of personal transportation (Question #5)
Physical hazards and risks (Question #6)
Meetings beyond school day and week (Question #12)
Other criteria not included in survey (Question #16)

- 1. For each of the above items, assign a value of 0, 1, 2, or 3.
- 2. Then add the numerical values for all seven items.
- 3. Using the following schedule, derive an index value:

Total from (2)	<u>Value</u>
0-1	.0
2-4	.1
5-7	.2
8-9	.3
10+	.4

4. Finally, multiply Index A by the value arrived at in (3).

This result is called "Index D".

DETERMINATION OF STIPEND

The stipend for a given activity is set in a two-step process: First, Index A, Index B, Index C, and Index D are added. Then the stipend is determined by using the following schedule, which sets as a base a stipend of \$1,213.

Index Points		Stipend	
	<u>2000-01</u>	2001-02	2002-03
0-99	\$1,286	\$1,325	\$1,365
100-199	1,561	1,608	1,656
200-299	1,835	1,890	1,947
300-399	2,108	2,171	2,236
400-499	2,382	2,453	2,527
500-599	2,657	2,737	2,819
600-699	2,930	3,018	3,109
700-799	3,204	3,300	3,399
800-899	3,477	3,581	3,688
900-999	3,752	3,865	3,981
1000-1099	4,026	4,147	4,271
1100-1199	4,299	4,428	4,561
1200-1299	4,573	4,710	4,851
1300-1399	4,848	4,993	5,143
1400-1499	5,120	5,274	5,432
1500-1599	5,395	5,557	5,724

The above schedule can be extended by hundred point increments matched by \$258 increments in stipend.

APPENDIX H - TEACHER SALARY SCHEDULES

2000-01								
				B+60/				
Step	В	B+30	M	M+15	M+30	M+45	M+60	DR
1	42,140	47,047	48,713	50,397	52,073	53,740	55,411	57,089
2	44,148	49,388	51,059	52,738	54,423	56,101	57,778	59,450
3	46,152	51,728	53,407	55,095	56,780	58,457	60,131	61,804
4	48,164	54,071	55,747	57,449	59,143	60,817	62,496	64,168
5	50,164	56,413	58,111	59,794	61,496	63,171	64,845	66,525
6	52,166	58,753	60,422	62,139	63,865	65,538	67,204	68,879
7	54,174	61,098	62,772	64,487	66,221	67,892	69,557	71,232
8	56,316	63,439	65,110	66,845	68,584	70,252	71,927	73,598
9	58,178	65,782	67,452	69,188	70,934	72,613	74,286	75,959
10	60,280	68,200	69,980	71,733	73,484	75,152	76,828	78,499
11	62,288	70,547	72,318	74,085	75,839	77,512	79,187	80,863
12	64,292	72,887	74,660	76,433	78,204	79,876	81,545	83,228
13	66,302	75,232	77,002	78,873	80,561	82,236	83,912	85,582
14	68,304	77,568	79,338	81,786	82,915	84,589	86,264	87,939
15	70,386	79,988	81,803	83,605	85,402	87,078	88,751	90,419
16	72,817	82,417	84,378	86,182	87,981	89,655	91,327	92,997
17	72,817	82,417	84,378	86,182	87,981	89,655	91,327	92,997
18	72,817	82,417	84,378	86,182	87,981	89,655	91,327	92,997
19	72,817	82,417	84,378	86,182	87,981	89,655	91,327	92,997
20	76,210	85,804	87,428	88,683	91,273	92,503	93,742	96,001

2001-02

2001-02				B+60/				
Step	В	B+30	М	M+15	M+30	M+45	M+60	DR
1	43,405	48,458	50,175	51,909	53,635	55,352	57,074	58,802
2	45,472	50,869	52,591	54,320	56,056	57,784	59,511	61,234
3	47,536	53,280	55,009	56,748	58,484	60,211	61,935	63,659
4	49,609	55,693	57,419	59,173	60,917	62,642	64,371	66,093
5	51,669	58,105	59,854	61,588	63,341	65,067	66,790	68,521
6	53,731	60,516	62,235	64,003	65,781	67,504	69,221	70,945
7	55,799	62,931	64,655	66,421	68,208	69,929	71,644	73,369
8	58,005	65,342	67,064	68,850	70,641	72,360	74,085	75,806
9	59,924	67,755	69,476	71,263	73,062	74,791	76,515	78,238
10	62,089	70,246	72,079	73,885	75,689	77,406	79,133	80,854
11	64,156	72,663	74,488	76,308	78,114	79,837	81,562	83,289
12	66,220	75,074	76,900	78,726	80,550	82,273	83,991	85,725
13	68,291	77,489	79,312	81,239	82,978	84,703	86,430	88,149
14	70,353	79,895	81,718	84,240	85,402	87,126	88,852	90,577
15	72,497	82,387	84,257	86,113	87,964	89,690	91,413	93,132
16	75,002	84,890	86,909	88,767	90,621	92,345	94,066	95,787
17	75,002	84,890	86,909	88,767	90,621	92,345	94,066	95,787
18	75,002	84,890	86,909	88,767	90,621	92,345	94,066	95,787
19	75,002	84,890	86,909	88,767	90,621	92,345	94,066	95,787
20	78,496	88,378	90,051	91,344	94,011	95,278	96,554	98,881

2002-03

				B+60/				
Step	В	B+30	М	M+15	M+30	M+45	M+60	DR
1	44,707	49,912	51,680	53,467	55,244	57,012	58,786	60,566
2	46,836	52,395	54,169	55,950	57,737	59,517	61,296	63,071
3	48,962	54,879	56,660	58,451	60,238	62,017	63,793	65,568
4	51,097	57,364	59,142	60,948	62,744	64,521	66,302	68,076
5	53,219	59,848	61,650	63,436	65,241	67,019	68,794	70,576
6	55,343	62,331	64,102	65,923	67,755	69,529	71,297	73,074
7	57,473	64,819	66,595	68,414	70,254	72,027	73,794	75,570
8	59,745	67,302	69,076	70,916	72,761	74,531	76,307	78,080
9	61,721	69,788	71,560	73,401	75,254	77,035	78,810	80,585
10	63,952	72,353	74,242	76,101	77,959	79,728	81,507	83,279
11	66,081	74,843	76,723	78,597	80,458	82,232	84,009	85,788
12	68,207	77,326	79,207	81,088	82,966	84,741	86,511	88,296
13	70,340	79,814	81,691	83,676	85,467	87,244	89,023	90,794
14	72,464	82,291	84,170	86,767	87,964	89,740	91,518	93,295
15	74,672	84,859	86,785	88,696	90,603	92,381	94,156	95,926
16	77,252	87,436	89,517	91,430	93,339	95,115	96,888	98,661
17	77,252	87,436	89,517	91,430	93,339	95,115	96,888	98,661
18	77,252	87,436	89,517	91,430	93,339	95,115	96,888	98,661
19	77,252	87,436	89,517	91,430	93,339	95,115	96,888	98,661
20	80,851	91,029	92,752	94,084	96,832	98,136	99,451	101,847

APPENDIX I - NURSES' SALARY SCHEDULES

Step	00-01	01-02	02-03
1	34,280	35,308	36,367
2	35,308	36,367	37,458
3	36,313	37,402	38,524
4	37,342	38,462	39,616
5	38,348	39,498	40,683
6	39,371	40,552	41,769
7	40,381	41,592	42,840
8	41,407	42,649	43,928
9	42,411	43,683	44,993
10	43,439	44,742	46,084
11	44,608	45,946	47,324
12	45,812	47,186	48,602
13	47,053	48,465	49,919
14	48,329	49,779	51,272
15	49,644	51,133	52,667

EAST WILLISTON TEACHERS ASSOCIATION

&

EAST WILLISTON UFSD BOARD OF EDUCATION

Negotiated Agreement July 1, 2000 – June 30, 2003

CORRECTION

ARTICLE XXXVI. REGISTERED SCHOOL NURSES

A. The following Articles of this Agreement shall apply to School District Registered Nurses, and references in them to teachers shall be construed to mean "school district registered nurses:"

Article II	Article XXII
Article III	Article XIII Section 1
Article XVI	Article XXV
Article XVII	Article XXVI
Article XVIII	Article XXX
Article XX	Article XXXI
Article XXI	Article XLI

ADDENDUM

APPENDIX B- EXTRA-CURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>2000-01</u>	2001-02	2002-03
Willets Road			
Wind Ensemble Writing Club ("Ecle Wheatley	1,561 ectic") 2,930	1,608 3,018	1,656 3,109
Computer Construc Maintenance	tion & -	1,890	1,947