

# **CONTRACT AGREEMENT**

**between**

**WILLIAM FLOYD UNION FREE SCHOOL DISTRICT  
of the  
MASTICS-MORICHES-SHIRLEY**

**and**

**WILLIAM FLOYD UNITED TEACHERS**

**for**

**SCHOOL YEARS**

**July 1, 2018 ..... June 30, 2023**

## TABLE OF CONTENTS

	<u>PAGE</u>
Article I . . . . .	GENERAL AGREEMENTS . . . . . 1
	Section A - Recognition . . . . . 1
	Section B - Definitions . . . . . 1
	Section C - Legislative Approval . . . . . 1
	Section D - Discrimination . . . . . 1
	Section E - Negotiating Procedures . . . . . 2
Article II . . . . .	WILLIAM FLOYD UNITED TEACHERS PRIVILEGES AND PROCEDURES. . . . . 2
	Section A - Administrative Staff - Meetings . . . . . 2
	Section B - Information . . . . . 2
	Section C - Visitations . . . . . 3
	Section D - Notice of Board of Education Meetings . . . . . 3
	Section E - Use of Facilities . . . . . 3
	Section F - Released Time . . . . . 3
	Section G - Union Days . . . . . 4
	Section H - Dues Deduction . . . . . 5
Article III . . . . .	PROBATIONARY APPOINTMENTS. . . . . 5
	Section A - Credit for Previous Experience . . . . . 5
	Section B - Reinstated Teachers . . . . . 5
	Section C - Health Examination . . . . . 5
Article IV . . . . .	TRANSFERS AND REASSIGNMENTS. . . . . 6
	Section A - Announcements of Vacancies . . . . . 6
	Section B - Application for Vacant Positions . . . . . 6
	Section C - Involuntary Transfers & Reassignments . . . . . 6
Article V . . . . .	TENURE APPOINTMENTS. . . . . 7
Article VI . . . . .	RETIREMENT INCENTIVE/SEVERANCE PAY. . . . . 8
	Section A - Retirement Incentive . . . . . 8
	Section B - Post Retirement Benefits-Crimes . . . . . 9
	Section C - Legality . . . . . 9
	Section D - Retirement Incentive/Severance Pay . . . . . 9
	Section E - Value of Accumulated Sick Leave . . . . . 9
	Section F - Non-Elective 403(b) . . . . . 11
Article VII . . . . .	EMPLOYMENT CONDITIONS . . . . . 11
	Section A - School Year . . . . . 11
	Section B - Working Hours . . . . . 12
	Section C - Working Hours (2019-2020 and thereafter) . . . . . 15
	Section D - Timekeeping . . . . . 17
	Section E - Teacher Lateness . . . . . 17
	Section F - Lunch Periods . . . . . 17
	Section G - Preparation Periods . . . . . 18
	Section H - Teacher Assignments . . . . . 18
	Section I - Guidance Counsel Evening Events . . . . . 20
	Section J - Interim Teachers . . . . . 20
	Section K - Music Department Teachers . . . . . 20

	Section L - Supervisory Duties	20
	Section M - Parent/Teacher Cooperation	21
	Section N - Staff Meetings	21
	Section O - Teacher Travel	22
	Section P - Teacher Parking Facilities	22
	Section Q - Supplies	22
	Section R - Teachers' Lounge	23
	Section S - Use of Photocopy Machine	23
	Section T - Salary Deductions	23
	Section U - Class Coverage	23
	Section V - Professional Development/Scoring Examinations	24
Article VIII . . . . .	LEAVES. . . . .	24
	Section A - Sick Leave	24
	Section B - Personal Leave	25
	Section C - FMLA	25
	Section D - Disability	25
	Section E- Bereavement Leave	27
	Section F - Child-Rearing Leave	27
	Section G - Religious Observance	28
	Section H - Court Appearance	28
	Section I - Military Duty	28
	Section J - Sabbatical Leave	29
	Section K - Attendance Bonus	29
	Section L - Cancer Screening Leave	29
Article IX . . . . .	COMMITTEES . . . . .	29
	Section A - Professional Growth Committee	29
	Section B - Report Card Committee	30
Article X . . . . .	COURSE APPROVALS. . . . .	30
	Section A - In-service Courses	30
	Section B - Graduate Courses	31
	Section C - Duplicative and Correspondence Courses	31
	Section D - Column Advancement	32
	Section E - Course Approval Procedure	33
	Section F - Floyd Academy	33
	Section G - Online Courses	35
	Section H - Coaching Class Course Approvals	35
	Section I - Career Ladder	35
Article XI . . . . .	EVALUATION AND OBSERVATIONS . . . . .	36
	Section A - Procedures	36
	Section B - Appendix J	36
	Section C - Appeals and Grievances	37
Article XII . . . . .	CLASS SIZE. . . . .	37
	Section A - Elementary	37
	Section B - Secondary	38
	Section C - Administrative Action	39
Article XIII . . . . .	TEACHERS' FILES . . . . .	39
Article XIV . . . . .	GRIEVANCE PROCEDURE. . . . .	39

	Section A - Definitions	39
	Section B - Purpose	40
	Section C - Procedure	40
	Section D - Time Limits	41
	Section E - Rights of Teachers	41
Article XV . . . . .	ACADEMIC FREEDOM. . . . .	41
	Section A - Individual Rights	41
	Section B - Educational Philosophy	41
Article XVI . . . . .	SALARIES . . . . .	42
	Section A - Salary Schedules	42
	Section B - Salary Increase Withholdings	47
	Section C - Longevity	48
	Section D - Reinstatement of Back Steps	48
	Section E - Starting Salaries	49
	Section F - Substituting or Extra Assignments	49
	Section G - Lead Teachers	50
	Section H - Extracurricular Activities/Stipends	50
Article XVII . . . . .	FRINGE BENEFITS & MISCELLANEOUS COMPENSATION . . . . .	50
	Section A - Life Insurance	50
	Section B - Health Insurance	51
	Section C - Dental Insurance	56
	Section D - Optical Insurance	56
	Section E - Declination of Health Insurance Benefits	56
	Section F - IRS Section 125 Flex Benefit Plan	57
	Section G - Travel	57
	Section H - Home Instruction	57
	Section I - School Counselors	57
	Section J - Driver Education	57
	Section K - Procedure for Hiring Home Instructors, Coaches, Advisors, etc.	58
	Section L - Additional Instructional Services	59
	Section M - DASA Coordinator/Psychologist & Social Workers	59
Article XVIII . . . . .	GENERAL. . . . .	60
	Section A - Legal Aid	60
	Section B - Policies Affecting Employment Conditions	60
	Section C - Legal Precedence	60
	Section D - Printing of Contract	60
	Section E - Duration of Contract	60
Article XIX . . . . .	SUMMER SCHOOL. . . . .	61
	Section A - Hiring	61
	Section B - Observations and Evaluations	61
	Section C - Class Size	62
	Section D - Employment Conditions	62
	Section E - Salary	62
	Section F - Additional Summer Programs	63
Article XX . . . . .	NO CHILD LEFT BEHIND ACT (NCLB). . . . .	63
Article XXI . . . . .	DISTANCE LEARNING . . . . .	63

Article XXII	REASONABLE SUSPICION DRUG TESTING.....	64
	Section A – Training	64
	Section B – Prohibit Conduct	64
	Section C – Reasonable Suspicion	65
	Section D – Testing Procedures	66
	Section E – Consequences of a Positive Test	68
	Section F – Negative Results	70
	Signature Page .....	72
APPENDICES .....		73
Appendix A	Old Salary Schedule	73
Appendix A-1	New Salary Schedules	74
Appendix B	Extra Curricular Activity Stipends	76
Appendix C	Coaching Salaries	83
Appendix D	Department Chairpersons/Lead Teachers/Deans/Psychologist	90
Appendix E	Observation/Evaluation Procedures	93
Appendix E-1	Formal Observation: Tenured Speech, Librarians, Technology/Staff Developer (non-3012 c/d)	98
Appendix E-2	End of Year Evaluation: Tenured Speech, Librarians, Technology/Staff Developer (non-3012 c/d)	99
Appendix E-3	Mid-Year Evaluation: Tenured Social Workers, Psychologists, Counselors, CSE Chairs (non-3012 c/d)	101
Appendix E-4	End-of Year Evaluation: Tenured Social Workers, Psychologists, Counselors, CSE Chairs (non-3012 c/d)	103
Appendix E-5	Formal Announced Observation: Tenured Teachers (3012 c/d)	106
Appendix E-6	Formal Unannounced Short Report Observation: Tenured Teachers (3012 c/d)	107
Appendix E-7	End of Year Evaluation: Tenured Teachers (3012 c/d)	109
Appendix E-8	Formal Observation: Non-Tenured Speech, Librarians, Technology/Staff Developer (non-3012 c/d)	111
Appendix E-9	End of Year Evaluation: Non-Tenured Speech, Librarians, Technology/Staff Developer (non-3012 c/d)	113
Appendix E-10	Formal Observation: Non-Tenured Social Workers, Psychologists, Counselors, CSE Chairs (non-3012 c/d)	115
Appendix E-11	Mid-Year Evaluation: Non-Tenured Social Workers, Psychologists, Counselors, CSE Chairs (non-3012 c/d)	117
Appendix E-12	End of Year Evaluation: Non-Tenured Social Workers, Psychologists, Counselors, CSE Chairs (non-3012 c/d)	119
Appendix E-13	Formal Observation: Non-Tenured Teachers (3012 c/d)	122
Appendix E-14	End of Year Evaluations: Non-Tenured Teachers (3012 c/d)	124
Appendix F	Definitions Related to Teacher Evaluation Report	127

Appendix G1	Floyd Academy - Request for Pre-Approval of Courses for Salary Credit	134
Appendix G2	Floyd Academy - Request for Evaluation of Credits	135
Appendix H	Personal Leave Notification Form	136
Appendix I	Request for Evaluation of Credits	137
Appendix J	District Request for Meeting Letter	138
Appendix K	Teacher Career Ladder Categories	139
Appendix L	Coaching Evaluation Form	141

## ARTICLE I GENERAL AGREEMENTS

### Section A - Recognition

The Board of Education of the William Floyd Union Free School District of the Mastic-Moriches-Shirley recognizes the William Floyd United Teachers as the exclusive bargaining agent for the teachers under the articles of the Taylor Law. Recognition is based on the pledge that the William Floyd United Teachers may not participate in any strike action against the District.

### Section B - Definitions

As used in the contract, the term "teacher" shall refer to all initially, professionally, provisionally or permanently certified personnel, as those terms are defined in the Education Law and/or applicable regulation, serving in any tenure area, except however, personnel working in the position of the In-School Suspension Teacher shall be specifically excluded from the definition of a "teacher" and shall not be covered by the terms of this Agreement. This definition shall include "interim" teachers who are term contract employees. It is further understood that interim teachers will be considered for available probationary positions. This definition shall not apply to pupil personnel holding a per diem position.

It is not the intent of this agreement to eliminate or deprive any current "teacher" of his position, job, professional advantage, or any monetary benefit.

As used in this contract, the term "Board" shall refer to the Board of Education of the William Floyd Union Free School District of the Mastic-Moriches-Shirley, and the term "United Teachers" and/or "Association" shall refer to the William Floyd United Teachers. The term "he" or "his" shall refer to both sexes.

### Section C - Legislative Approval

**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.**

### Section D - Discrimination

The Board and the United Teachers agree that it will not discriminate against a teacher for reasons of religion, race, creed, color, age, national origin, disability, sex or sexual orientation for the purpose of encouraging or discouraging membership in, or participation in the activities of any employee organization.

Both parties further agree that the United Teachers shall not discriminate against any trustee or administrator for the same reasons and purposes.

#### Section E - Negotiating Procedures

Terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties or until the contract expires.

No later than March 1<sup>st</sup> of the school year that the contract expires, each of the parties shall enter into good faith negotiations toward a successor agreement covering the year(s) subsequent to the expiration of the current contract.

Neither party in any negotiations shall have control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives shall be clothed with all necessary power to make proposals, consider proposals, and reach compromises in the course of negotiations.

### ARTICLE II WILLIAM FLOYD UNITED TEACHERS PRIVILEGES & PROCEDURES

#### Section A - Administrative Staff - Meetings

The Superintendent of Schools ("Superintendent") or his/her designee and the President of the United Teachers and their respective staffs shall meet at the request of either party to discuss District operations and questions relating to the implementation of this contract.

The Principal or his/her designee and building representative(s) shall meet at the request of either party to discuss building operations and questions relating to the implementation of the contract.

These meetings shall be held on a mutually convenient date and time of day or after the conclusion of classes. If found to be necessary by the administration to hold meetings during the regular school day, such meetings shall not result in loss of pay to the teachers.

#### Section B - Information

All information relevant to negotiations or the administration of the contract shall be provided in keeping with the Taylor Law. The District shall provide to the President of the United Teachers the following information:

1. No later than the end of the second full week of school of each school year, a list of:



- a. New teachers
- b. Teachers on leaves of absence (paid and unpaid)
- c. Resignations
- d. Interim positions
- e. Seniority list by tenure area
- f. Terminations
- g. Changes in teacher status (transfer, reassignment, etc.)

2. By October 1 of each school year:

A master schedule of teacher assignments for each school with the number of students in each class shall be given to the President of the United Teachers.

Section C - Visitations

The President of the United Teachers or his representative shall be allowed to visit schools to investigate working conditions and teacher complaints. Such visits shall be with the knowledge of the building principal or his representative. Upon the arrival of the visiting representative, he shall confer with the Principal or his representative in order to facilitate the purpose of the visit. A list of the United Teacher representatives shall be provided for distribution to each building principal.

Section D - Notice of Board of Education Meetings

The United Teachers shall be electronically notified an agenda of the meeting at the same time as it is mailed to Board members.

Section E - Use of Facilities

The United Teachers shall have the right to use school buildings and facilities "pursuant to current District policy."

The United Teachers shall have the right to post notices of its activities and matters concerning the organization on teacher bulletin boards, one of which shall be provided in each school building for the United Teachers. Bulletin boards are to be restricted to teacher lounges and/or teacher workrooms. The United Teachers may use teacher mailboxes for communications to teachers. The United Teachers shall be solely responsible for materials distributed under this paragraph.

Section F - Released Time

The President of the United Teachers shall be released from his normal teaching assignment. In lieu of a normal full teaching assignment, the President shall serve in some educational capacity that is mutually acceptable to him and the Superintendent of Schools for seventy five (75) days. In the school year in which the contract expires, the number of days served shall be reduced by five (5) days.

Examples of acceptable educational service shall include, but not be limited to:

- a. remediation (both during and beyond normal school hours)
- b. substitute teaching within the teacher's area of expertise and certification
- c. special programs (e.g., guest lecturing, presentations, mini-courses, regents review, etc.)
- d. conferences, workshops, staff development days, etc.

The President of the United Teachers and the Superintendent of Schools shall meet prior to each school year in an effort to mutually agree on the distribution of such days.

In lieu of serving in some mutually agreed upon educational capacity for seventy-five (75) days, the President of the Association and the Superintendent of Schools may mutually agree that the President shall instead teach a 2/5<sup>th</sup> schedule.

The President of the United Teachers shall suffer no diminution of salary, benefits, contractual rights, seniority, tenure status or any and all professional status that he would normally enjoy in his capacity of teacher.

United Teachers' officers (President, Vice-President, Secretary, Treasurer, building Vice-Presidents and two (2) representatives from each building) shall not be given supervisory duties. The Vice President, Secretary, and Treasurer shall have their duty-free period scheduled during the last period of the day. Such officers shall be available for after-school requirements.

William Floyd High School shall be entitled to an additional three (3) building representatives who shall not be given supervisory duties.

Other executive officers of the United Teachers designated by the President shall have a cumulative total of ten (10) days released time annually.

#### Section G - Union Days

Representatives of the United Teachers shall be allowed to attend United Teacher representative assemblies, meetings and workshops when Union representation is required or appropriate. Attendance by William Floyd teachers at such meetings shall not exceed a total of forty (40) teaching days annually. On days in which a teacher is responsible for administering a NYS assessment, (including the Regents exam), the utilization of a union day must receive the prior approval of the Superintendent of Schools or his/her designee.

Required attendance at arbitration, tenure hearings, PERB hearings, court appearances or similar-type hearings by a teacher and/or his Union representative shall be excluded from the forty (40) days maximum.

## Section H - Dues Deduction

The Board shall submit to the United Teachers no later than October 1st of each school year and each month thereafter a list of all teachers who have designated membership in the United Teachers for the purpose of dues deduction. Each individual teacher shall receive a financial statement outlining payroll deductions and an annual report of sick and personal day accumulations.

## ARTICLE III PROBATIONARY APPOINTMENTS

### Section A - Credit for Previous Experience

A maximum of ten (10) years credit for acceptable teaching experience may be given. "Acceptable teaching experience" is defined as full-time teaching in an accredited public and/or private school. Additional credit for teaching may be allowed on the salary schedule at the discretion of the Board.

Credit for service in the United States Armed Forces, VISTA and/or Peace Corps may be granted as follows: one (1) year for each full year of service not exceeding two (2) years.

Credit for service in the field of business may be granted as follows: one (1) year for each full year of related business experience not to exceed a total of four (4) years. Under no condition shall more than ten (10) years credit be granted without the approval of the Board.

### Section B - Reinstated Teachers

Reinstated teachers who return within four (4) years may be given credit for approved teaching experience in the interim and placed on the appropriate step above the position occupied upon leaving the District. Previously accumulated unused leave days may be restored to the returning teachers at the discretion of the Board and the Superintendent provided they have not already been paid out.

### Section C - Health Examination

Each employee shall undergo a medical examination and submit a satisfactory report from the examining physician prior to the first day of work in the first year of employment. In those situations where an individual is hired on short notice and unable to obtain a certificate, the certificate shall be submitted within thirty (30) days of an employee's hire date. Teachers newly employed during the course of the school year shall be required to have a physical examination prior to reporting to work. If the school physician is chosen, the District shall bear the expense. If a private doctor is chosen, the District shall reimburse the teacher for the cost of the exam not covered by insurance up to a maximum of fifty (\$50) dollars. The type of examination shall be determined by the Board and shall be reported on a form provided by the District.

## ARTICLE IV TRANSFERS AND REASSIGNMENTS

### Section A - Announcement of Vacancies

Vacant professional positions occurring during the school year shall be advertised throughout the District via electronic mail to those unit members who have an active District provided email account. Those unit members who do not have an active District provided email account shall be notified in writing. The advertisement shall contain the job title, job description, duties, salary, qualifications and locations of the job. In all instances, this notification shall be posted prior to any action being taken to fill this position. Such vacant position shall remain open for at least five (5) calendar days after sending the email notification and/or providing the notification in writing, unless the District and the Association mutually agree to reduce such five (5) day requirement when the District must fill a position on an expedited basis. Such advertisement shall be made within three (3) business days following the next regularly scheduled Board of Education meeting after the vacancy occurs.

Notice of all vacancies in existing or newly-created positions which arise during the summer recess shall be sent to the Association and all members of the unit who request such notification in writing prior to the end of the school year.

### Section B - Application for Vacant Positions

Any teacher may make application for announced professional positions. Application shall be by simple form, merely requiring the name and school of the applicant. He need not repeat any information which is in his permanent file. Written notice as to the disposition of the application shall be given. In the case of two (2) or more applicants, with equal qualifications, length of service in the District shall be a determining factor. A list of appointments will be made available to the United Teachers upon request.

All employees who have a District provided email account shall be required to submit any and all employment applications electronically.

If this procedure is not followed by the District, the position will be filled by the most senior qualified teacher in the District desiring the position.

### Section C - Involuntary Transfers and Reassignments

Definitions:      Transfer - any change in building or session  
                         Reassignment - any change in a secondary Teacher's grade level or curriculum; any change in primary (K-2) to or from intermediate (3-5)

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable. Prior to an involuntary transfer or reassignment becoming necessary, qualified volunteers, if any, will be sought and considered. A teacher's areas of

competence, major or minor fields of study and length of service in the District will be considered in determining which teacher is to be transferred.

A teacher who has been given notice of an involuntary transfer shall have the right to a meeting with the appropriate building principals, the Superintendent or his designee. The teacher shall have the right to have a building representative at this meeting.

A teacher who has been given notice of an involuntary reassignment shall have the right to a meeting with the appropriate building principal. The teacher shall have the right to a building representative at this meeting.

At the meetings described in the preceding two (2) paragraphs, the Administration Representative shall discuss the possibilities for solving this problem with the teacher and explain why such transfer or reassignment is the most feasible solution to the problem.

No teacher who is transferred shall, by reason thereof, lose his salary status, or be deprived of other rights under this Agreement. No probationary teacher who is transferred shall, by reason thereof, lose his probationary seniority.

A list of open positions in the District will be given to all teachers being involuntarily transferred. Such teachers may request the positions, in order of preference, to which they desire to be transferred. At the discretion of the building principal and to the extent that it does not interfere with the educational program, all such teachers will be given time off for the purpose of visiting the schools at which such openings exist.

A transfer or reassignment shall be made for professional and educational reasons only.

This section shall not apply to a reassignment when looping (continuation of instruction with the same students from one (1) academic year to the next academic year) occurs.

## **ARTICLE V**

### **TENURE APPOINTMENTS**

The probationary period shall be as per Section 3012 of the Education Law of the State of New York, during which period employment may be terminated in accordance with existing laws governing teacher tenure.

The Superintendent shall review the evaluations and recommendations of the building principal and prepare a recommendation for either a dismissal, denial of tenure, a tenure appointment, or extend the probationary period for an additional year pending further evaluation.

**ARTICLE VI**  
**RETIREMENT INCENTIVE/SEVERANCE PAY**

**Section A - Retirement Incentive**

1. Teachers shall be eligible for the following retirement incentive provided that they have a minimum of fifteen (15) years of service in the District and they retire into the New York State Teachers Retirement System by no later than July 1 following the date the teacher first becomes eligible to retire without suffering reductions or penalties to retirement system benefits from the New York State Teachers Retirement System.

Teachers who have achieved a minimum of fifteen (15) years of service will receive twenty-nine thousand (\$29,000) dollars. For each year beyond fifteen (15) years of service up to and including twenty (20) years, add an additional one thousand (\$1000) dollars per year. For each year beyond twenty (20) years of service add an additional one thousand four hundred (\$1400) dollars per year. All partial years of service shall be prorated. Teachers lose all eligibility for the incentive provided herein should they fail to exercise their option to retire when first eligible.

Employees hired on or after July 1, 2018, shall only be eligible for the retirement incentive set forth above, provided that they have completed a minimum of twenty (20) years of service in the District and they retire into the New York State Teachers Retirement System by no later than July 1 following the date the teacher first becomes eligible to retire without suffering reduction or penalties to retirement system benefits from the New York State Teachers Retirement System.

Teachers must provide notice to the Superintendent on or before January 15th of the year they wish to retire to qualify for this incentive. In addition, teachers must submit an irrevocable letter of retirement to the Superintendent by close of business on March 1st of the school year they will retire in order to qualify for the incentive. Teachers who will retire during the school year at times other than on June 30th, must submit their irrevocable letter of retirement at least ninety (90) days prior to the date they will retire in order to qualify for the incentive.

2. Teachers who have a minimum of twenty-five (25) years of service who voluntarily resign prior to becoming eligible to retire without reduction in benefits or penalties to retirement system benefits from the New York State Teachers Retirement System, shall be eligible for the payments set forth in Section A.1 above. Such teachers must provide at least three (3) months' notice of their intent to resign, prior to their date of separation.

3. Payment of the retirement incentive shall be made within forty-five (45) days after the effective date of retirement from the District unless otherwise arranged between the mutual consent of the teacher, the Association and District.

#### Section B - Post Retirement Benefits - Crimes

If formal disciplinary charges are filed against a member of the unit pursuant to Section 3020-a of the Education Law, and if the basis of such disciplinary charges would, if proved in a court of appropriate jurisdiction, constitute a crime involving theft of District property or funds, or sexual misconduct, the District shall have the right to withhold any severance and/or retirement payments provided in this Agreement, including health insurance into retirement, provided the teacher is terminated after being found guilty of such charges after a hearing and/or he resigns or retires with such Section 3020-a disciplinary charges pending against him.

#### Section C - Legality

If any provision of this Article is found illegal then the entire provision shall be deemed illegal and therefore null and void. In such an event, the Board and the United Teachers shall agree to reopen negotiations on Article VI exclusively. Pending a substitute provision, Articles VI and XVIII of the collective bargaining agreement effective July 1, 1990 through June 30, 1993 shall be applicable.

#### Section D - Retirement Incentive/Severance Pay

For purposes of Article VI only, District "service" shall count only the following:

1. Full time service following a probationary appointment as a teacher or administrator;
2. Full time service as a Teaching Assistant;
3. Full time service as a permanent substitute during the twelve (12) month period immediately preceding a teacher's probationary appointment; or
4. Full time service as an "interim" teacher.
5. When calculating years of service, those teachers whose service time includes a decimal of .95 or greater shall have their years of service rounded up to the next whole number (e.g., 9.96 years of service shall be rounded up to 10 years of service.)

#### Section E - Value of Accumulated Sick Leave

##### 1. Retirement

Teachers who have a minimum of ten (10) but less than twenty (20) years of service in the District will receive ninety (\$90) dollars for each sick day accumulated upon retirement from the District.

Teachers who have a minimum of twenty (20) but less than thirty (30) years of service in the District will receive one hundred (\$100) dollars for each sick day accumulated upon retirement from the District.

Teachers who have thirty (30) or more years of service in the District will receive one hundred fifteen (\$115) dollars for each sick day accumulated upon retirement from the District. The number of sick days paid for as described in this paragraph shall not exceed sixty five (65%) percent of the maximum number of days the teacher could have accumulated based on their total length of service in the District. For example, a teacher with ten (10) years of service would have a maximum of one hundred twenty (120) accrued sick days (10 years times 12 days equals 120 days). Sixty five per cent (65%) of one hundred twenty (120) days would yield seventy eight (78) days, the maximum number of days for which the teacher in this example could be paid under this provision. Unused personal leave days accumulated prior to July 1, 1995 shall be credited as sick days for the purposes of this Article.

## 2. Severance/Resignation

Teachers who have a minimum of ten (10) but less than twenty (20) years of service in the District will receive eighty (\$80) dollars for each sick day accumulated upon resignation from the District.

Teachers who have a minimum of twenty (20) but less than twenty five (25) years of service in the District will receive ninety (\$90) dollars for each sick day accumulated upon resignation from the District.

Teachers who have a minimum of twenty five (25) years but less than thirty (30) years of service in the District will receive one hundred (\$100) dollars for each sick day accumulated upon resignation from the District.

Teachers who have thirty (30) or more years of service in the District will receive one hundred fifteen (\$115) dollars for each sick day accumulated upon resignation from the District.

Unused personal leave days accumulated prior to July 1, 1995 shall be credited as sick days for the purposes of this Article.

The number of sick days paid for as described in this Article shall not exceed sixty five (65%) percent of the maximum number of days the teacher could have accumulated based on his total length of service in the District.

For example, a teacher with twenty five (25) years of service would have a maximum of three hundred (300) accrued sick days (25 years times 12 days equals 300 days). Sixty five (65%) per cent of three hundred (300) days would



yield one hundred ninety five (195) days, the maximum number of days for which the teacher in this example could be paid under this provision.

3. Teachers who have a minimum of ten (10) years of service in the District shall, in addition to any payment for which they qualify pursuant to paragraphs 1-2 above, be paid thirty (\$30) dollars for each sick day remaining above the sixty-five (65%) percent maximum, up to a maximum of an additional fifteen (15) days if available.

#### Section F - Non-Elective Section 403(b)

Retirement Incentive/Severance Pay/Accumulated Sick Leave - Any payment made pursuant to Section A or E of this Article shall be remitted by the District on behalf of each eligible employee in the form of a non-elective Employer Contribution, which shall be subject to all the terms of the 2003 Memorandum of Agreement between the District and the Union.

### **ARTICLE VII** **EMPLOYMENT CONDITIONS**

#### Section A - School Year

1. Teachers shall have no more than one hundred eighty one (181) work days with two (2) additional days for Superintendent's Professional Day (students not present) for a total of one hundred eighty three (183) days. The District shall have the option to add one (1) additional Superintendent's Professional Day beyond the existing two (2) days (students not present) for a total of one hundred eighty four (184) days. If the District opts for this additional day, the District shall pay each teacher 1/200<sup>th</sup> of their annual salary for such day. The school calendar shall be developed by BOCES. Variations to this calendar shall be negotiated with the Union before the start of a new school year. This calendar shall be agreed to before June 15<sup>th</sup> of each year.

Effective for the 2018-2019 school year and thereafter, in addition to the regular holidays and school breaks, the annual school calendar shall designate two additional days during the school year that school will be closed and unit members will not be required to report to work. However, notwithstanding the prior sentence, should one emergency/snow day be used during the school year, school shall be open on one of those two additionally designated days as a makeup day. Should a second emergency/snow day be used during the school year, school shall be open on the second additionally designated day as a makeup day. Should a third and/or fourth emergency/snow day be used during the school year, no additional makeup days shall be required. However, if a fifth emergency/snow day is used during the school year, school shall be open on a day that school was originally scheduled to be closed during a regularly scheduled holiday/school break (e.g., the Friday during Spring Break)

as a makeup day. The District shall designate the potential makeup days in the school calendar.

Effective July 1, 2018, teachers who fail to report to work on the make-up days designated in the school calendar, shall be docked one (1) day without pay for each make-up day missed, unless the individual has a documented illness, qualifying bereavement leave or other emergency situation as determined in the sole non-grievable discretion of the Superintendent or his/her designee.

2. If more than the allotted emergency days have been used, the days shall be deducted from a mutually agreed upon recess.
3. Non-tenured teachers may be required to attend up to thirty (30) hours of staff development training per year. Such training may take place during the one (1) week prior to the beginning of the school year and/or during the school year immediately after the regular school day. When staff training is scheduled after the work day, the District will make a reasonable effort that it not exceed three (3) hours in length. Teachers will earn one (1) in-service credit for each fifteen (15) hours of completed training.

#### Section B - Working Hours

The workday shall not exceed six (6) hours and forty-five (45) minutes for elementary teachers, and six (6) hours and fifty (50) minutes for secondary teachers. The student day in the elementary schools shall be between five (5) hours and fifty (50) minutes and six (6) hours.

##### 1. High School Schedule

5 teaching periods	42 minutes each
1 lunch period	42 minutes
1 preparation period	42 minutes
1 supervisory duty period	42 minutes
8 passing	4 minutes each
1 extra help	37 minutes
Announcements*	<u>5 minutes</u>
	Total 6 hours 50 minutes

The "extra help" will be within the teacher workday.

\*It is understood that the five (5) minute announcement time period shall be added on to existing assigned class periods for the purpose of this section.

## 2. Middle School Schedule (9 period day option)

Pre-School	6 minutes
5 teacher periods	42 minutes each
1 lunch period	42 minutes
1 preparation period (individual)	42 minutes
1 additional preparation period	42 minutes
1 supervisory duty	42 minutes
8 passing	3 minutes each
Announcements*	<u>2 minutes</u>
	Total 6 hours 50 minutes

\*It is understood that the two (2) minute announcement time period shall be added on the existing assigned class periods for the purpose of this section.

- a. Bus duty shall operate as per the past practice of the parties.
- b. Core Teacher (ELA, Math, Social Studies, Science and Foreign Language) load shall be defined as follows:
  - i. The teacher load shall be between one hundred and twenty (120) and one hundred and twenty-nine (129) students with a ceiling of one hundred and forty (140) students.
  - ii. Maximum class size shall be twenty-eight (28) students per section.
  - iii. If a teacher's load exceeds one hundred twenty nine (129) students, a teacher aide will be provided according to the following formula: one (1) period of teacher aid coverage daily for affected teacher.
  - iv. Maximum class load for Resource and Speech teachers shall comply with State regulations.
  - v. Those "encore" teachers who are "self scheduled" (Instrumental and Choral Music, Guidance, Speech, and Psychologists) will continue to work the typical work day as per current practice.
  - vi. The Additional Preparation Period may be used for Pupil Personnel meetings, Staff Development and similar types of activities. These activities shall be arranged by the building and/or District administration in consultation with the effected teachers. In no case will the Additional Preparation Period be used for such activities more than three (3) times in any five (5) day period unless mutually agreed upon by both the administration and the effected teachers.

3. Middle School Schedule (8 period day option)

5 teaching periods	42 minutes each
1 lunch period	42 minutes
1 preparation period	42 minutes
1 supervisory duty period	42 minutes
8 passing	4 minutes each
1 extra help	37 minutes
Announcements*	<u>5 minutes</u>
Total 6 hours 50 minutes	

\*It is understood that the five (5) minute announcement time period shall be added on the existing assigned class periods for the purpose of this Section.

4. The District may choose, in its discretion, whether to utilize an 8-period or 9-period day at the Middle School. If the District exercises its discretion to utilize the 8-period day option, for purposes of class size parameters Article XII(B) shall apply.
5. It is the understanding of the parties that the above-work-day outlines may not represent the exact allocation of daily minutes due to variations in scheduling. The teaching period shall be no less than forty (40) minutes and no more than forty-four (44) minutes.

The last two (2) days of the school year will be half (1/2) days for the elementary teachers unless doing so will result in the loss of State Aid.

6. The District shall be permitted to flex the schedules of School Counselors, Social Workers, Psychologists, CSE Chairs, Reading Teachers, Resource Teachers, Speech Teachers, ESL Teachers and LLI Teachers who volunteer by up to one (1) hour either in the a.m. or p.m. (from the affected teacher(s)' regular building hours) for up to a full semester at a time. The District shall identify the number of positions needed to be flexed to the President of the Association and the departments affected and shall seek volunteers. Flexed teachers' responsibilities shall be consistent with their regular work day and the length of their day will not exceed contractual limits. If a flexed schedule creates an undue hardship upon a teacher, they may request a meeting with the Assistant Superintendent of Human Resources to see if the schedule could be modified to address the teacher's needs.

### Section C – Working Hours (2019-2020 and thereafter)

Effective July 1, 2019, the workday shall be as set forth below and the workday outlined in Section B (Working Hours) above shall be null and void and not considered to be part of the contract, including Triborough.

The workday shall not exceed seven (7) hours and three (3) minutes for elementary teachers, and seven (7) hours and eight (8) minutes for secondary teachers. The student day in the elementary schools shall be a maximum of six (6) hours and eighteen (18) minutes.

#### High School/Middle School

5 Teacher Periods:	No more than 45 minutes per period (or 1125 instructional minutes per week**)
1 lunch period	No less than 40 consecutive minutes per day
1 preparation period	No less than 40 consecutive minutes per day
Passing Period	No less than 3 minutes between each class
1 supervisory duty period*	No more than 45 minutes per day
1 extra help*	No more than 45 minutes per day

\*If scheduled, the “extra help” and “supervisory period” will be held within the teacher workday.

\*\* Should the District want to implement an alternative teaching schedule for some or all of its teachers (e.g., teachers have six instructional periods one day and four instructional periods the following the day etc.), a teacher may be assigned no more than 1125 instructional minutes per week, without receiving additional compensation pursuant to Article XVI, Section F. Prior to implementing an alternative schedule, the District must consult with the Association at least nine (9) months prior to implementation. The District will make reasonable efforts not to schedule more than 145 consecutive minutes of direct instruction. Should, after consultation with the Association as set forth above, the District implement an alternative schedule for some or all of its teachers, the Core Teacher Load (ELA, Math, Social Studies, Science and Foreign Language) shall not exceed one hundred and forty (140) students, unless otherwise agreed by the parties.

It is understood that announcement time, if any, shall be added onto the existing class periods for the purposes of this section.

The remainder of the school day shall be scheduled as necessary by the District, but unless otherwise mutually agreed by the parties, teachers shall not be required to have more than one supervisory period, one extra help period or more than five (5) direct instructional periods per day. Options of what the District may assign during the remainder of the school day shall include, unless otherwise agreed to by the parties: team meetings,

building level meetings, department meetings, professional development, additional preparation periods (individual and/or team).

- A. Bus duty shall operate as per the past practice of the parties.
- B. Should the District decide to utilize a nine (9) period day for Middle School, Core Teacher (ELA, Math, Social Studies, Science and Foreign Language) load shall be defined as follows:
  - i. The teacher load shall be between one hundred and twenty (120) and one hundred and twenty-nine (129) students with a ceiling of one hundred and forty (140) students.
  - ii. Maximum class size shall be twenty-eight (28) students per section.
  - iii. If a teacher's load exceeds one hundred twenty nine (129) students, a teacher aide will be provided according to the following formula: one (1) period of teacher aid coverage daily for affected teacher.
  - iv. Maximum class load for Resource and Speech teachers shall comply with State regulations.
  - v. Those "encore" teachers who are "self scheduled" (Instrumental and Choral Music, Guidance, Speech, and Psychologists) will continue to work the typical work day as per current practice.
  - vi. If incorporated into the teacher schedule, an Additional Preparation Period may be used for Pupil Personnel meetings, Staff Development and similar types of activities. These activities shall be arranged by the building and/or District administration in consultation with the effected teachers. In no case will the Additional Preparation Period be used for such activities more than three (3) times in any five (5) day period unless mutually agreed upon by both the administration and the effected teachers.
- C. The District may choose, in its discretion what class schedule structure to utilize at the Middle School and the High School, subject to the parameters set forth above. If the District exercises its discretion to utilize an 8-period day and/or some alternative schedule (other than an 8-period or 9-period day), then the class size parameters set forth in Article XII(B) shall apply.
- D. It is the understanding of the parties that the above-work-day outlines may not represent the exact allocation of daily minutes due to variations in scheduling.
- E. The last two days of the school year will be half ( $\frac{1}{2}$ ) days for the elementary teachers, unless doing so will result in the loss of State Aid.

- F. The District shall be permitted to flex the schedules of School Counselors, Social Workers, Psychologists, CSE Chairs, Reading Teachers, Resource Teachers, Speech Teachers, ESL Teachers and LLI Teachers who volunteer by up to one (1) hour either in the a.m. or p.m. (from the affected teacher(s)' regular building hours) for up to a full semester at a time. The District shall identify the number of positions needed to be flexed to the President of the Association and the departments affected and shall seek volunteers. Flexed teachers' responsibilities shall be consistent with their regular work day and the length of their day will not exceed contractual limits. If a flexed schedule creates an undue hardship upon a teacher, they may request a meeting with the Assistant Superintendent of Human Resources to see if the schedule could be modified to address the teacher's needs.

#### Section D - Timekeeping

All Teachers shall be required to clock-in and clock-out at the beginning and end of the school day, using the Timekeeping system selected in the sole discretion of the District. The District shall not require teachers to clock-in or clock-out during any other time of the day, unless mutually agreed by the parties.

The District will not provide any DNA or other biometric information to any third party, including law enforcement (exclusive of the vendor for purposes of device functionality) without a court order, summons or subpoena, as appropriate, except: (1) where otherwise required by law; or (2) to comply with a request from law enforcement or other competent authority investigating a crime or threat occurring on school property or where the District is the complainant.

For the purpose of this provision, the term "DNA or other biometric information" shall mean a digital image or hard copy of: a finger print, retinal pattern or biometric identifier and shall not mean the data generated by algorithm that represents the biometric information. It is agreed between the parties that any vendor's methodology does not store, maintain and/or archive any DNA or other biometric information based upon the vendor's representations.

#### Section E - Teacher Lateness

Teachers reporting to work ten (10) minutes late more than twice per semester shall be docked one (1) hour's pay for each time thereafter. Teachers shall be notified in writing of each lateness as it occurs.

#### Section F - Lunch Periods

1. All elementary teachers shall have a daily duty-free lunch period of between thirty seven (37) and forty (40) minutes. Every effort will be made by the building administration to give the teachers a forty (40) minute lunch period. Elementary classroom teachers shall not have a supervisory duty after their lunch period.

2. High school and Middle school teachers shall have a daily duty-free lunch period as per schedule, but not less than forty (40) minutes daily.

#### Section G - Preparation Periods

Duty-free preparation periods for elementary teachers during the instructional day shall be not less than forty (40) minutes, five (5) days per week.

Preparation time for elementary teachers is to be provided by classes given their students in art, music, library and physical education. These aforementioned classes are to be taught by teachers duly certified in art, music, media specialist and physical education.

Preparation periods for secondary teachers shall be in accordance with class scheduling, but not less than forty (40) consecutive minutes daily.

Preparation periods are for professional use only and teachers are not to leave the building during preparation/professional periods.

On full day professional development days, teachers shall not be entitled to a preparation period, but shall be guaranteed a lunch period.

#### Section H - Teacher Assignments

Teachers will be notified in writing of their salaries and programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable. Notification of salary agreement will be received by the last day of the school year, with the District making every effort to notify teachers of their salary agreements as early as possible. All special area classes are to be taught by teachers certified in those special areas. Students in Kindergarten classes may receive instruction from Special Area teachers. Upon the implementation of a full day kindergarten program, kindergarten teachers will be treated as elementary teachers as per Article VII (F), clause one (1).

Employment agreements for teaching staff returning the following year shall be returned to the District office no later than ten (10) days after distribution of same. If the notice is not returned within ten (10) days, following a joint investigation by the United Teachers and administration, it will be assumed that the teacher does not plan to return and the job will be posted. Teachers planning to leave the employ of the District shall notify the District office immediately.

In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any change in the schedule as soon as possible.

For teachers who are assigned to more than one (1) building during the course of an individual school day, a stipend of one hundred (\$100) dollars per building per year shall



be given to each teacher to cover traveling expenses. Payment shall be made in full the first pay period in December.

Where there are a sufficient number of classes in a given area to warrant a full-time teacher, part-time teachers will not be used. Part-time teaching positions will be eliminated when a full-time schedule is developed in a given area.

If a full-time position can be created, the most qualified teacher will be appointed to fill the position.

The administration will make every effort to appoint applicants who are judged to have sufficient expertise (preferably certified) in two (2) areas to effect a full-time position rather than two (2) part-time positions.

Secondary school teachers will not be assigned more than five (5) academic classes each day or twenty five (25) academic periods per week. Teacher academic assignments in excess of twenty five (25) per week shall be reimbursed at the rate specified in Article XVI, Section F. Effective July 1, 2019, teacher academic assignments in excess of 25 periods or 1125 minutes per week, shall be reimbursed at the rate specified in Article XVI, Section F.

Secondary school teachers will not be required to teach more than two (2) certification areas or have more than two (2) teaching preparations at any one (1) time except for good and justifiable reasons where three (3) teaching preparations are acceptable; it being understood that limiting the preparation will be a more educationally sound policy. Regents classes and non-regents classes in the same subject will be considered separate preparations. In view of a science teacher's seven (7) periods per week (lab courses), the following general schedule is advisable except for good and compelling reasons:

3 - seven (7) per week courses	21 periods per week
1 - five (5) per week course	<u>5 periods per week</u>
Total	26 periods per week

The foregoing schedule is to be arranged by the science coordinator in conference with the department concerned. Science teachers, who as a result of teaching lab courses teach twenty six (26) periods per week, shall not be assigned supervisory duties.

Any science or advanced placement teacher who is assigned twenty-eight (28) teaching periods a week shall be remunerated six thousand (\$6,000) dollars during the 2018-2019 school year. Any science teacher who is assigned twenty-seven (27) teacher periods a week shall be remunerated three thousand (\$3,000) dollars during the 2018-2019 school year. Any additional increases to the stipends set forth in this paragraph shall be governed by Article XVI(H)(Extracurricular Activities/Stipends). Teachers who receive a stipend pursuant to this paragraph shall not be entitled to receive additional compensation pursuant to Article XVI(F)(Substituting or Extra Assignments). These teachers shall also be assigned two (2) periods of supervisory duties per week.

### Section I – School Counselor Evening Events

On the days that School Counselors are requested by the District to attend evening events, the beginning of their work days (to remain at six (6) hours and fifty (50) minutes; effective July 1, 2019, seven (7) hours and eight (8) minutes) shall be adjusted to accommodate the evening events. The list of evening events to which this provision shall apply shall be mutually agreed upon between the parties (the District and the Association) by no later than September 15<sup>th</sup> of each school year and shall include at a minimum the following events: Freshman Transition Night and Financial Aid/College Application Night.

When staffing the evening events listed above, the District shall seek volunteers. The District shall have the sole discretion to choose both the number of School Counselors needed and the individuals to be selected from among those who volunteer.

### Section J – Interim Teachers

An individual who is assigned to replace a member of the unit for a period of time equal to or greater than a full academic term/semester from the inception of the assignment shall be classified and paid as an "interim teacher" from the inception of their assignment. For purposes of this Section only, a full academic term/semester shall be defined as a minimum of ninety (90) school days.

An individual who is initially assigned as a per-diem teacher to replace a member of the unit for a period of time less than a full academic term/semester who, as the result of a subsequent Board approved extension of the leave/absence of the bargaining unit member for whom they serve as a replacement, now replaces the unit member for a period of time equal to or greater than a full academic term/semester, shall be paid as an interim teacher from the effective date of the Board approved extension of the leave/absence resulting in replacement for at least a semester/term.

### Section K – Music Department Teachers

All music department teachers are expected to participate in the All District Music Festival each year without additional compensation by both nominating students for participation therein, and by providing such instruction as is necessary for their participation. Any instruction that is related to the Music Festival may be conducted by incorporating the musical selections to be performed in the Festival into their regular instruction with the general student population so that it can be accomplished during regular instructional time.

### Section L - Supervisory Duties

Supervisory duties, including bus duty, study hall supervision, hall supervision, supervision of in-school suspension, cafeteria duty and student consultation and extended learning period are recognized as required teacher assignments.

Additional duties, if deemed necessary by either of the two (2) parties to this contract, will be negotiated by the Superintendent and the local United Teachers' officers.

Assignment of duties shall be made on a rotating basis. Rotation through the list of recognized supervisory duties shall be made in such a way as to effect an equitable hourly distribution of each duty with respect to each staff member available. Rotation shall be on a yearly basis in the secondary schools, except for in-school suspension and cafeteria duty, which shall be rotated quarterly. One (1) teacher per period may be assigned per cafeteria. However, additional teachers may be assigned to the cafeteria for justifiable reasons, provided the District consults with the Association prior to making such assignment.

#### Section M - Parent/Teacher Cooperation

Educational success can be enhanced when school and home work together. Professional responsibilities of the teacher in this regard include maintaining consistent and continued communication between the school and the home regarding discipline, attendance, grades, achievement and homework. Besides written communication, teachers are expected to use District supplied resources (telephone, voice mail, e-mail, Gradebook) as tools to build and enhance parental involvement and cooperation. It is expected that at a minimum, every Teacher shall update their District provided "Parent Portal" and "Gradebook" to include a list of all assignments given in class, including but not limited to all, classwork, homework, tests/quizzes and projects, and any corresponding grades for such assignments, by the date teachers are required to submit their progress reports and report cards.

Twenty four (24) hour notice shall be given by parents when requesting an appointment with a teacher. Said appointments are always at the discretion of the teacher, except in emergency situations at which time the building principal may request a waiver. No teacher shall be required to meet with any parent who does not observe this regulation. Meetings will be held during the teacher's preparation period or other free time during the day - excluding the teacher's lunch period. The building principal reserves the right to call a teacher to a meeting during the school day with parents in emergency situations.

There will be a maximum of three (3) evening conferences for Elementary, Middle School and High School teachers. These conferences shall be scheduled at mutually acceptable times for both parents and teachers. Half-day parent conferences, if any, will be scheduled the day after evening conferences.

#### Section N - Staff Meetings

The building principal or coordinator or department head may convene staff meetings at the end of the normal workday. An agenda and notice, where practicable, shall be given forty eight (48) hours prior to the meeting. No teacher shall be required to attend more than a total of fifteen (15) meetings per year and stay longer than forty five (45) minutes beyond the normal workday. The Superintendent reserves the right to call

four (4) additional meetings per year, the duration of which shall not exceed forty five (45) minutes beyond the normal workday, except as provided below.

If included in the High School schedule, up to ten (10) Friday extra help periods can be rescheduled and accumulated for the purpose of creating additional staff development time. A maximum of ten (10) sessions can be converted for this purpose. No more than two (2) may be utilized per month. On days where Friday extra help has been rescheduled, teachers may leave at the end of Period Eight (8). A minimum of two (2) weeks' notice shall be provided of scheduled staff development date(s). It is understood that this time is in addition to actual staff meeting/development time, thereby creating a double period - e.g., a regular staff meeting would run from 2:15 until 3:00; the additional thirty-seven (37) minutes shall be added for an ending time of 3:37 p.m.

In the Elementary and Middle Schools, no more than ten (10) meetings lasting a maximum of one (1) hour and fifteen (15) minutes prior to the beginning of or after the scheduled school day may be bundled for the purpose of staff development. Additional time shall be deducted from either other staff meetings or pre/post non-student contact school time. A minimum of two (2) weeks' notice of scheduled staff development dates shall be provided.

#### Section O - Teacher Travel

Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so on a voluntary or an emergency basis, however, with the advance approval, if possible, of a principal or an immediate supervisor. Whenever possible, a second adult shall accompany a teacher who is transporting a student(s). The teacher must provide the principal with a record of insurance on the vehicle for the protection of all concerned. School insurance will apply in accordance with the terms and conditions of the District's insurance policy and as allowed by law.

#### Section P - Teacher Parking Facilities

Designated parking areas shall be provided for teachers. Parking areas shall be lighted wherever practicable and, in the event of snow, shall be cleared. Security personnel will be assigned to monitor teacher parking areas.

#### Section Q - Supplies

The following supplies shall be provided in each classroom for teacher use:

1. desk and chair
2. file cabinet
3. book shelf
4. shades for classrooms
5. clock, telephone, P.A. system

### Section R - Teachers' Lounge

A faculty lounge shall be provided in each building. The following equipment shall be in each faculty lounge:

1. adequate tables and chairs (adult)
2. sink & stove (may be combination) where they now exist and in new buildings
3. refrigerator
4. telephone (with local exchange)
5. clock
6. P.A. system
7. adequate lavatory facilities (not necessarily in lounge) where they now exist and in new buildings
8. computer access

### Section S - Use of Photocopy Machine

Teachers shall have the right to use the District's photocopy machine for the duplication of educational materials only.

### Section T - Salary Deductions

Teachers shall have the right to have professional membership dues for the United Teachers, health insurance, group automobile insurance, Roth IRA, New York State Deferred Compensation Plan (Section 457 Plan), short term disability at the employee's expense and other deductions withheld from their salaries. Teachers shall authorize such deductions by submitting signed authorizations to the Business Office. These deductions shall be forwarded to aforementioned organizations or others within a reasonable amount of time. Such authorizations shall continue in full force and effect unless revoked in writing by the teacher. The District shall remit such deducted monies to appropriate parties to which the monies have been assigned. Such deductions shall be limited to the maximum possible under the computer performing such functions.

### Section U - Class Coverage

The District may utilize a unit member's preparation or professional period to perform class coverage and/or to conduct professional development a combined total of up to two (2) times per semester. (For example: 1 class coverage and 1 professional development; or, 2 professional developments; or, 2 class coverages). Principals shall give advance notice where practicable.

## Section V – Professional Development/Scoring Examinations

1. Unit members who voluntarily attend District sponsored/provided professional development opportunities outside their regular school day shall receive payment of forty-six (\$46) dollars per hour for their time. The District shall have the sole discretion to determine whether to offer such professional development opportunities, when and where to do so, and the content taught. Time sheets reflecting hours worked shall be maintained and submitted in accordance with District policy. Evidence satisfactory to the District that the teachers actually attended the professional development will be verified by the building principal.

2. Unit members who volunteer to do so shall receive payment of forty-six (\$46) dollars per hour for their time spent scoring exams outside of their regular school day when requested to do so by the District. The District shall have the sole discretion to choose both the number of teachers needed and the individuals to be selected. Time sheets reflecting hours worked shall be maintained and submitted in accordance with District policy. Evidence satisfactory to the District that the teachers actually worked the additional hours will be verified by the building principal.

## ARTICLE VIII LEAVES

### Section A - Sick Leave

Teachers shall be entitled to ten (10) days sick leave per year, with unlimited accumulation. Sick leave may be taken for illness in the immediate family. Leave exclusive of accumulated sick days shall be granted to any teacher who suffers an injury as a result of being involved in a student physical altercation, which results in his absence from work. Effective September 1, 2013, those unit members who suffer an injury as a result of a student physical altercation which results in his/her absence from work, shall be paid their full salary for up to a maximum of ninety (90) calendar days provided they file a workers' compensation claim and are approved for workers' compensation coverage. After the ninety (90) calendar day period has expired, unit members must utilize their accrued and unused sick/personal leave and submit a claim to the District's Long Term Disability provider, subject to the terms of the Long Term Disability policy. Teachers shall not lose their health insurance coverage while receiving workers' compensation benefits related to a student physical altercation.

An employee's sick day allotment shall be available for use at the beginning of each school year. However, if an employee separates from their employment before accruing the sick days used, the value of the "borrowed" days shall be deducted from the employee's final paycheck, or if such check is insufficient, the employee shall repay the District the balance. For employees hired after the beginning of the school year, sick days shall be pro-rated on a monthly basis for service of less than a full school year for that first year.

## Section B - Personal Leave

1. Three (3) personal leave days shall be granted each year with an additional two (2) days charged to sick leave if available. Notification of intent to use personal leave shall be given on standard form (See Appendix H) at least forty eight (48) hours before taking such leave (except in the case of emergency). No personal leave days may be taken immediately preceding or following holidays or vacation periods.

Unused personal days shall be converted to sick days at the end of the school year. Personal days accumulated prior to July 1, 1995 shall be used as sick days if needed. Personal days shall only be taken for personal business which cannot be scheduled or transacted at any other time than during the normal work day.

2. An employee's personal day allotment shall be available for use at the beginning of each school year. However, if an employee separates from their employment before accruing the personal days used, the value of the "borrowed" days shall be deducted from the employee's final paycheck, or if such check is insufficient, the employee shall repay the District the balance. For employees hired after the beginning of a school year, personal days shall be pro-rated for service of less than a full school year for that first year. For purposes of this section only, personal leave shall be pro-rated for employees who separate from the District and for employees who are hired after the beginning of the school year as follows:

Employees who work at least sixty (60) workdays shall be entitled to one (1) personal day per year. Employees who work at least ninety (90) workdays shall be entitled to two (2) personal days per year. Employees who work at least one hundred and twenty (120) workdays shall be entitled to three (3) personal days per year.

## Section C - FMLA

If an employee is entitled to FMLA leave in accordance with District Policy and Regulation 6560 and under this Agreement, the FMLA leave will be deemed to have been taken concurrently under both the FMLA and this Agreement.

## Section D - Disability

### A. No Pre-existing Condition:

- 1) Should a unit member experience a serious illness/disability requiring a long term absence, the following shall apply.
  - a) For illnesses or injuries that are not job related, the District shall require the unit member to expend his accumulated sick and personal days during the disability plan's waiting period. After

the ninety (90) calendar day waiting period, the unit member shall be eligible to receive the monetary disability payment from the plan.

- b) For illnesses or injuries that are job related (medical documentation and review required) the District shall not require the unit member to utilize accumulated sick and personal days in order to satisfy the disability plan's ninety (90) calendar day waiting period. The District shall pay the unit member his regular salary during the ninety (90) calendar day waiting period. After the ninety (90) calendar day waiting period, the unit member shall be eligible for the disability plan's prescribed payment schedule.

B. Pre-existing Conditions:

- 1) Definition - A pre-existing condition shall be defined as "a sickness or injury for which the insured received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the three (3) months prior to the effective date of coverage." The Long Term Disability plan does not provide coverage for any disability caused by, contributed to by, or resulting from a pre-existing condition.

Should a unit member experience an injury or illness that would usually qualify for Long Term Disability coverage but due to a pre-existing condition would not qualify for such coverage, the following shall occur:

- a) For illnesses or injuries that are not job related, the unit member shall utilize all of his accumulated sick and personal days. After exhaustion of a unit member's sick and personal leave, and upon presentation of acceptable medical documentation, the affected unit member shall be provided full pay (100% of annual salary at the time the period of disability commenced) and benefits for the period not to exceed three (3) months.
- b) For illnesses or injuries that are job related, the unit member must file a worker's compensation claim. Illnesses or injuries that are determined to be job related (medical documentation and review required) shall not require the unit member to utilize accumulated sick and personal days for the first ninety (90) days of his disability. The District shall pay the unit member's full salary for the ninety (90) day period. Should the disability continue after the initial ninety (90) day period, the



unit member shall begin to utilize his accumulated sick and personal days. Upon notification of the financial settlement or payments made to the District based on the workers compensation claim, the District shall return sick days back to the unit members sick day leave bank at the percentage calculated by the formula established by the District and utilized by the CSEA custodial unit. After all accumulated sick and personal days have been used and the unit member is still unable to return to work due to his disability, the unit member shall be provided full pay (100% of annual salary based on the time the period of disability commenced) and benefits for a period not to exceed three (3) months.

- c) Teachers who are ineligible for health insurance by virtue of exhausting sick leave and/or FMLA leave may appeal to the Board for extended health insurance coverage to cover the period of time until they are eligible for disability insurance for which they have applied. Such extension shall be for no more than four (4) weeks. If disability coverage is retroactively granted for such period, the cost of such additional health insurance coverage shall be reimbursed to the District

#### Section E - Bereavement Leave

Up to five (5) days at any one time will be granted in the event of death of a teacher's spouse, child, stepchild, son-in-law, daughter-in-law, parent, step-parent, father-in-law, mother-in-law, sibling, grandchild, or other member of the immediate household.

Teachers will be granted up to three (3) days at any one time in the event of death of a teacher's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece or nephew unless said relative is a member of the immediate household, in which event the teacher will be entitled to five (5) days.

Paid bereavement leave shall be provided for deaths that occur during the summer months prior to the opening of school only if the death occurs within the ten (10) calendar day period immediately preceding the first day of school for teachers.

The preceding list of relatives is intended to refer only to the deaths of an employee's personal relatives. Bereavement leave does not apply to the deaths of the relatives of the employee's spouse.

#### Section F - Child-Rearing Leave

Such leaves shall require not less than thirty (30) days written notice to the Board for commencement. Written notice of return from a child-rearing leave at the beginning of the next school year shall occur by April 1<sup>st</sup> of the prior school year. Written notice of

return from a child-rearing leave terminating mid-year shall be given by November 1<sup>st</sup> of that same school year.

The term "child-rearing leave" shall mean a leave taken voluntarily by a teacher employed by the District to care for a child or children.

Teachers requesting child-rearing leaves are encouraged to take such leaves so as to be least disruptive to the educational process and also to best secure their personal needs.

Teachers shall return from such leaves at the beginning of a semester only.

Teachers shall be entitled to unpaid "child-rearing leave" for up to one (1) year.

The Board shall grant up to an additional year of child-rearing leave, consecutive to the first year, provided that the teacher shall return to work at the beginning of the school year.

The Board may grant such additional periods of leave for up to one (1) year with the understanding that such leave shall commence and end consistent with the beginning and end of the school year, and which is consistent with the needs of its educational programs and the needs of the individual teacher.

#### Section G - Religious Observance

All teachers shall be entitled to leave with pay for the purpose of observing mandatory religious holidays. Such days will be counted against their personal leave days. Permission may be granted for additional leave days by the Superintendent for teachers who must take personal leave and whose personal leave days were used for religious observance.

#### Section H - Court Appearance

All teachers shall be granted leave with pay to appear in city, county, state, and federal courts and arbitration hearings as a witness, defendant or plaintiff in cases involving the District. However, under no circumstances shall a teacher be granted leave with pay to appear in city, county, state and/or federal courts and/or arbitration or administrative hearings where a teacher is pursuing a claim against the District, unless otherwise mutually agreed by the parties. All teachers shall be granted leave to serve as a juror. The District shall pay employees on jury duty the difference between their regular salary and their jury duty compensation. This shall be accomplished by employees returning their jury duty fees to the District except for travel expense mileage.

#### Section I - Military Duty

The District shall follow Military Law, Section 242, Sub-division 5 regarding compensation for employees.

Leaves of absence will be granted without pay to any teacher who is inducted or enlists in any branch of the armed forces. Upon return from such leave, a teacher will be placed on a salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence, up to a maximum of two (2) years.

#### Section J - Sabbatical Leave

The Board may grant sabbatical leaves at its own discretion.

#### Section K - Attendance Bonus

For each school year, any member of the bargaining unit who is absent zero (0) sick days and zero (0) personal days shall receive six hundred (\$600) dollars.

In each school year, those teachers who use zero (0) sick days, zero (0) unpaid days and two (2) or fewer personal days during the school year shall receive a lump sum payment, which shall not be added to the base salary, of one thousand (\$1,000) dollars, provided that at least sixty (60) teachers or ten (10%) percent of the unit, whichever is greater, achieve this goal. If fewer than sixty (60) teachers reach this attendance goal in a given school year, then the attendance bonus shall be as set forth in the preceding paragraph. Under no circumstances shall an employee be entitled to both the six hundred (\$600) dollars set forth in paragraph one and the one thousand (\$1,000) dollars set forth in the paragraph two.

#### Section L - Cancer Screening Leave

Any leave taken by a member of the unit pursuant to Section 159-b of the Civil Service Law shall, to the extent required by law, be paid leave and shall not be charged to the employee's accrued leave time (e.g., sick leave, personal leave). Employees shall use every reasonable effort to schedule such screening outside of regular work hours.

Employees who take a leave of absence pursuant to Section 159-b of the Civil Service Law, as applicable, shall provide at least seventy-two (72) hours written notice of the need for such leave. Upon their return to work, the employee shall provide the District with a note from a medical professional verifying the date and time of their screening and that they received screening for cancer. Failure to do so shall result in such leave being unpaid.

### **ARTICLE IX** **COMMITTEES**

#### Section A - Professional Growth

Conference requests must be submitted to the building principal and the Assistant Superintendent for Elementary or Secondary Instruction, as applicable.

The Board shall budget the necessary funds to pay the reasonable expenses, including meals, lodging and/or transportation incurred by teachers who attend such sessions with Board approval. A fund of at least \$7500 shall be budgeted by the Board. The Assistant Superintendents for Elementary and Secondary Instruction shall have the discretion to approve and/or deny all requests and to allocate the amount of funds they believe is appropriate.

Any teacher may, with advance notice and approval of the building principal, attend such sessions at his own expense.

#### Section B - Report Card Committee

Should there be a necessity for a report card review or revision, a committee of volunteers from each building will be sought to serve on this committee.

### ARTICLE X COURSE APPROVALS

#### Section A - In-service Courses

The Board is interested in the educational development of its faculty and shall make available in-service courses that offer opportunities to improve classroom instruction, enrich the skills and behaviors of teachers, enable teachers to acquire additional knowledge and serve as a vehicle for school staff to work toward the attainment of District goals and objectives.

An in-service course is a series of lectures, workshops and/or demonstrations pertaining to a specific educational area. It does not grant college credit.

1. In-service (within the District) - This is a course authorized by the Board and the administration to be offered to teachers of the District.
  - a. Teacher must have prior approval of the building principal, coordinator if applicable and the Assistant Superintendent.
  - b. (1) The course approval will be considered by the quality of the course to the extent to which it reflects academic training commonly considered necessary for successful teaching.  
  
(2) The course should have a correlation with the area in which the teacher is certified.
  - c. One (1) credit per fifteen (15) class hours will be granted for each course.
  - d. Teachers must comply with the Teacher Center's policy related to absences.

- e. Teachers not affiliated with the District may participate in in-service courses providing attendance is below the class limit following enrollment of District teachers. A registration fee shall be paid by teachers from outside the District.
- f. Teachers will be allowed to take a maximum of three (3) in-service courses in any two (2) year period sponsored by the same institution. The two (2) year period shall be the current school year (7/1 - 6/30) and the prior school year. This restriction shall not apply to courses taken through the William Floyd Teacher Center.
- g. William Floyd Teacher Center courses shall count towards permanent salary credit, even if the teacher has not yet earned a Master's degree. This does not include NTI credits. Eligibility for this credit will be retroactive to July 1, 1999.

2. In-service (outside the District)

- a. Same as above
- b. Same as above
- c. Same as above
- d. Same as above
- e. Teachers will be allowed to take a maximum of three (3) in-service courses in any two (2) year period sponsored by the same institution.

Section B - Graduate Courses

The Board encourages the professional staff to enroll in approved graduate courses for the purpose of professional growth. Approval of courses for salary increments shall be subject to the following guidelines:

- 1. All courses that enhance a teacher's knowledge of a subject matter and pedagogy applicable to the subject or grade being taught will be approved for salary increments as per the professional staff salary schedule.
- 2. All Masters in the field of education and/or which apply directly to the teaching area will be approved as per the salary schedule.
- 3. All courses must have prior approval of the building principal and the Assistant Superintendent .

Section C - Duplicative and Correspondence Courses

No credit shall be given under Sections A and B above for coursework which is duplicative of courses already taken or for correspondence courses.

#### Section D - Column Advancement

All approved coursework taken beyond a teacher's BA degree and before the completion of an MA degree, shall be counted only towards movement onto the BA+ columns. Effective July 1, 2018, teachers hired on or after July 1, 2018, shall not be eligible for column movement until after they receive their MA degree. Once an MA degree has been earned, only approved courses taken after completion of the MA degree will be counted towards movement onto the MA+ columns.

No teacher may advance more than one (1) column beyond the masters column in any one (1) contract year.

Column movement shall only occur in September of each school year.

Bargaining unit members hired after July 1, 2013 shall not be eligible for movement to the MA+45 Column.

After September 2014 column movement is completed, teachers shall no longer be eligible for movement to the MA+15 Column.

To be eligible for column movement after September 2014, all unit members shall be required to fulfill the following:

1. For every fifteen (15) credits utilized for purposes of column advancement a minimum of six (6) credits must be graduate credits. To qualify as graduate credits for purposes of this provision, the class must be offered by a New York State accredited college or university solely for graduate credit. Effective July 1, 2018, for purposes of column advancement, teachers may be granted graduate credit for courses taken through the NYSUT ELT catalog, even if such classes are not offered solely for graduate credit.
2. If a teacher wishes to apply in-service credit(s) toward column movement, no more than three (3) in-service credits can be taken from a non-William Floyd provider (*i.e.*, a provider other than the William Floyd Teacher Center) as defined in Section "A". In the event the Teacher Center loses funding and is abolished, credits may be in-service courses as defined in Section "A", provided however that the parties shall immediately commence negotiations regarding replacement of the Teacher Center credits

For example:

<u># Grad. Credits</u>	<u># WF in-service</u>	<u># Other in-service</u>
15	0	0
9	6	0
9	3	3
6	6	3
6	9	0

Teachers who took graduate courses directly applicable to their respective area of certification prior to their employment with the District, shall be provided a one-time opportunity to obtain a maximum of six (6) credits for such graduate courses for purposes of column movement. For probationary teachers hired on or after August 31, 2015 through June 30, 2018, who did not have an opportunity to obtain graduate credit for classes taken prior to being hired in the District, must submit a written request to the Superintendent or his/her designee through My Learning Plan by no later than September 1, 2018. Failure to submit a request for evaluation by the September 1, 2018 deadline shall be deemed a waiver of entitlement to consideration for this one-time opportunity. Teachers hired on or after July 1, 2018, have sixty (60) days after completing their fourth (4th) year of active service to the District, to submit such written request to the Superintendent or his/her designee through My Learning Plan. Failure to submit a request within the sixty (60) days shall be deemed a waiver of entitlement for consideration for this one-time opportunity. The District shall have sole and complete discretion to determine whether a graduate course has the rigor and relevance to qualify for column advancement pursuant to this paragraph.

#### Section E - Course Approval Procedure

The procedure for the application of graduate and in-service courses towards a salary increment shall be as follows:

All graduate and in-service courses taken for salary credit must be pre-approved by the Subject Area Coordinator and/or building principal, and the Assistant Superintendent on My Learning Plan.

The request for evaluation of credits form (Appendix I) must be submitted to the Human Resources Office not later than September 15<sup>th</sup>. Official transcripts must be received by the Human Resources Office not later than October 15<sup>th</sup>. Salary increments will not be awarded until official transcripts are received by the Human Resources Office. However, they will be effective as of September 1<sup>st</sup>, and paid retroactively when necessary. If the request for evaluation of credits form, or the official transcript confirming completion of courses are received after the respective deadline dates, then the salary increment will not take effect until the following September.

#### Section F - Floyd Academy

##### General Conditions:

Effective July 1, 2018, the District shall no longer accept applications for participation in Floyd Academy. Any unit member who was eligible for, applied for and was accepted into the Floyd Academy as of June 30, 2018, shall be entitled to complete their course of study and receive any applicable payments as set forth in Article X(F).

Effective June 30, 2023, this provision (Article X(F) (Floyd Academy)) shall be considered null and void and no longer part of the contract, including Triborough.

The intention of this Academy is to develop specific staff development opportunities, which will directly impact professional development and student achievement. The Academy will provide teachers with financial incentives to continue their development work on a continuous basis.

1. Eligibility: All tenured staff who have obtained a minimum of fifteen (15) years experience in the District.
2. A Course of Study shall equal ten (10) credits (one (1) credit = fifteen (15) hours of instruction). Teachers may not take more than five (5) credits per school year. The District reserves the right to limit enrollment based on need. All teachers must submit an application to be eligible for participation.
3. Courses shall be designed and/or approved by the District (Appendix G1). The District retains total discretion regarding course design and/or approval. All decisions regarding course design and/or approval shall be non-grievable.
4. Teachers shall have two (2) years to complete a ten (10) credit cycle.
5. At the completion of the cycle (Appendix G2), teachers shall receive a stipend of two thousand (\$2000) dollars, which shall be added to their annual salary for a period not to exceed two (2) years following completion of the ten (10) credit cycle.
6. Teachers may re-enroll after completion of each cycle to take the next cycle of coursework. However, at no time may a teacher receive a stipend greater than two thousand (\$2000) dollars per year nor can he stockpile credits.
7. Floyd Academy coursework, for teachers with fifteen (15) years or greater service in the District, cannot be taken for salary credit as per Article X. However, teachers *shall not be precluded from* simultaneously taking coursework for salary credit per Article X as per this provision.
8. The District may collaborate with the teacher center to offer such coursework.
9. Coursework may have registration fees or associated material costs, which shall be paid by the teacher.
10. Teachers with less than fifteen (15) years of experience in the District may apply for Floyd Academy coursework for salary credit per Article X using My Learning Plan. Teachers with less than fifteen (15) years of experience shall not be eligible for stipends outlined in #5 and #6 above.



## Section G – Online Courses

In an effort to continue to increase the capacity of our faculty to meet the needs of adult learners and to increase student learning, the District will review the integrity of online coursework at selected colleges and universities that offer New York State accredited teacher education programs through online coursework.

Teachers will receive salary credit for graduate courses from various New York State accredited colleges and universities approved by the District that offer teacher education programs through online coursework. A list of approved college and university online programs will be made available to Association members by June 1<sup>st</sup> for the following school year.

Teachers will also receive in-service salary credit for District-approved online courses offered through the William Floyd Teacher Center.

The course approval process outlined in Article X will also apply to all online courses taken for salary credit.

## Section H – Coaching Class Course Approvals

Classes/courses related to coaching shall no longer be eligible for credit towards column movement. Instead, coaches will be reimbursed up to a maximum of one thousand (\$1,000) dollars for tuition/registration costs related to coaching courses taken after July 1, 2015 following the completion of at least four (4) consecutive school years of coaching at least one (1) sport in the District. The particular sport coached need not be the same each year. Reimbursement will thereafter be made following submission of such documentation and receipts as deemed necessary by the District.

## Section I – Career Ladder

The District shall implement a “Career Ladder” which shall provide unit members with an opportunity to earn additional compensation based on exceptional performance during the school year. The matrix attached as Appendix K shall be utilized for this purpose. Those teachers achieving a classification as either Expert, Master or Distinguished shall be eligible for a non-recurring payment as set forth below:

Expert	\$850.00
Master	\$1,100.00
Distinguished	\$1,750.00

Interested teachers must apply on an annual basis by such deadline as is mutually agreed upon between the District and the Union. Payment shall be made as a lump sum which shall not be added to a teacher’s base salary.

## ARTICLE XI EVALUATIONS AND OBSERVATIONS

### Section A - Procedures

The observation and evaluation policies set forth in Appendix E are based on the philosophy that professional growth is a cooperative, ongoing, and mutual process for both the teachers and the supervisors. The procedures established herein are designed to help those being observed and evaluated to grow professionally and those observing and evaluating to facilitate that growth through the identification of strengths as well as goals for improvement.

Unit Members should refer to Appendix E for details related to the specific observation/evaluation procedures.

### Section B - Appendix J

Should a tenured unit member's (*i.e.*, Teachers, Speech, Librarians, Technology/Staff Developer, Social Workers, Psychologists, Counselors, CSE Chairs etc.) performance during the course of the school year be judged to be below the standards established by the District for effective teaching, that teacher shall be notified in writing as per Appendix J that he/she thereafter shall be subject to a greater number of formal observations/evaluations than other tenured unit members under this policy. Should such a determination be made at the end of the school year on the teacher's Evaluation Report, he shall be notified that he shall be subject in the following school year to a greater number of formal observations than other tenured unit members under this policy.

Should a tenured unit member's performance be judged to be below standards, he/she shall be notified in the comment section on the front of the Tenured Evaluation Report (see Appendix E). Such notice shall be as follows:

Your performance for the current school year has not met the standards established by the District. You are hereby notified that for the next school year you will be subject to a greater number of formal observations/evaluations than other tenured unit members under this policy.

I will discuss the reasons for this with you in your year-end evaluation conference.

You may bring union representation to that conference, if you so desire.

All tenured unit members receiving the notice in "b" above shall be entitled to an advance copy of their Evaluation Report twenty four (24) hours prior to their evaluation conference, and shall be entitled to union representation at this evaluation conference.

## Section C - Appeals and Grievances

Alleged violations of the Observation provisions for tenured or non-tenured Teachers (those covered by Education Law Section 3012 c/d) set forth in Appendix E may be raised solely through the grievance procedure set forth in this Agreement and shall not be eligible to be raised as part of any subsequent APPR appeal.

Tenured and non-tenured teachers shall be evaluated on the applicable Rubric pursuant to the agreed and approved APPR plan. This shall not be subject to the grievance procedure contained in this Agreement.

## ARTICLE XII CLASS SIZE

### Section A - Elementary

When more than one half (1/2) of the regular classes including pre and transitional classes on any one (1) elementary grade level throughout the District approaches a number which exceeds what is considered a maximum number of students that can be taught effectively, every effort will be made to reduce each class by forming another class. Class reduction will be accomplished by providing permanent facilities, relocatable classrooms, leased local facilities or double sessions (in the case of departmentalized classes-overlapping sessions). If it is impossible to provide for the aforementioned facilities or double sessions, instructional aides shall be assigned full time to elementary teachers who have more students than the established guidelines. Elementary class size in a building shall be considered excessive when the class average of all the regular classes (1-5) exceeds twenty seven (27) and when the class average of the regular classes on a grade level is twenty nine (29) or more. The following will be used as a guide for appropriate class size:

Kindergarten	20-29
Elementary	18-27
Reading	12-18
Physical Ed. Classes	25-35
Librarians	The District agrees to maintain the full-time equivalent of nine (9) Librarian positions District-wide.

From the list of positions set forth above, Kindergarten and Elementary teachers who are not entitled to a full time instructional aide due to the language set forth above shall be eligible for a stipend of seven hundred (\$700) dollars for each trimester that an individual's class contains thirty (30) or thirty-one (31) students. Notwithstanding the above, if an instructional aide (full time or part-time) has been assigned to a Kindergarten or Elementary teacher, such teacher shall not be eligible for the seven hundred (\$700) dollar per trimester stipend.

If a class' enrollment falls within contractual limits, as determined by the District at the end of each academic trimester, no stipend will be provided for such trimester. The

District's determination of class size from the 3<sup>rd</sup> academic trimester shall be based upon each respective class' enrollment as of June 1<sup>st</sup>.

If a Kindergarten or Elementary teacher is absent on paid or unpaid leave, he/she shall not be eligible to receive any extra stipends relating to class size overages during the periods of his/her absences.

#### Section B - Secondary

When more than one half (1/2) of the classes of a secondary teacher approach a number which exceeds what is considered a maximum number of students that can be taught effectively, every effort will be made to reduce each class by forming another class. Class reduction will be accomplished by providing permanent facilities, re-locatable classes, leased local facilities or double sessions (in case of departmentalized classes - overlapping sessions). The following will be used as a guide for appropriate class size:

Secondary classes	23-28
Reading	12-18
Physical Ed. Classes	25-35
Labs & Shops	According to number of available stations
Minimum secondary class size	12
Librarians	The District agrees to maintain the full-time equivalent of nine (9) Librarian positions District-wide.

Teachers shall be eligible for stipends of three hundred twenty-five (\$325) dollars per class for each academic quarter that an individual's classes contained one (1) - three (3) additional students above the applicable maximum class size limit; or a stipend of three hundred fifty (\$350) dollars per class for each academic quarter that such classes contained four (4) - seven (7) additional students above the applicable maximum class size limit; or a stipend of four hundred (\$400) dollars per class for each academic quarter that such classes contained eight (8) - twelve (12) additional students above the applicable maximum class size limit. Such stipend payments shall be made if and only if more than one-half of each individual teacher's assigned classes fall within the class size limits identified above.

Notwithstanding the above, secondary science teachers assigned to teach lab courses shall instead be eligible for a stipend of three hundred fifty (\$350) dollars per class for each academic quarter that an individual's classes exceed the number of lab stations available in the classroom.

These payments shall represent additional compensation for services provided during the school year and shall be payable in or about July of each year for the prior school year.

If a class' enrollment falls within contractual limits as determined by the District at the end of each academic quarter, no stipend will be provided for such quarter. The District's

determination of class size for the 4<sup>th</sup> academic quarter shall be based upon each respective class' enrollment as of June 1<sup>st</sup>.

If a teacher is absent on paid or unpaid leave, he/she shall not be eligible to receive any extra stipends relating to class size overages or retaining a 6<sup>th</sup> class during the periods of his/her absences.

#### Section C - Administrative Action

Any administrative action taken to reduce class size or form another class shall be reported to the Board. Any recommendations regarding additional staff and/or facilities shall be reported to the Board for action after consultation with the Superintendent.

### ARTICLE XIII TEACHERS' FILES

Teachers shall have the right to review their files at any time and to be given a copy of any material in the files except placement folders and references. Review of the file must be in the presence of a representative of the personnel department.

Nothing, with the exception of references and placement folders, may be entered into the teacher's file without sending a copy of the material to the teacher. Teachers reserve the right to make additions of a professional nature to their file.

Any addition to a teacher's file can be brought to the Superintendent's attention for review and appropriate action.

Letters from parents to, or in regard to, a teacher will not be placed in a teacher's file.

### ARTICLE XIV GRIEVANCE PROCEDURE

#### Section A - Definitions

A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of a teacher or group of teachers, and/or the interpretation, meaning, or application of any of the provisions of the Agreement or any subsequent agreement entered into pursuant to this Agreement.

An "aggrieved" person is the person or persons or the union making the claim. The respondent is any person or persons against whom action might be taken in order to resolve the claim.

## Section B - Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the working conditions of teachers. These proceedings will be kept informal and confidential at all levels of the procedure.

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

## Section C - Procedure

Grievances shall be initiated no later than fifteen (15) working days following the incident which causes the aggrieved to commence the grievance procedure. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

It is advisable that prior to going to the first level of the grievance procedure that the teacher and the immediate supervisor meet in order to attempt to reconcile the problem. There will be no outside representation or records, but rather an informal discussion of the grievance. If the grievance is not resolved, then the principals involved will proceed to formal grievance procedures.

Level One: The teacher with representative, if he so desires, makes formal written presentation of his grievance to his immediate supervisor, within fifteen (15) working days of the incident.

Level Two: If the grievance is not resolved the employee may request in writing a review of his case by the Superintendent or his designee and the President of the United Teachers or his designee within five (5) working days after receiving the written statement from Level One.

Level Three: If the grievance is not resolved at Level Two, the Association may submit the matter to binding arbitration by filing a Demand for Arbitration with the District, with a copy to the panel arbitrator whose turn it is to hear the case. The panel of arbitrators shall consist of (1) Martin Scheinman, (2) Jack Tillem, and (3) Howard Edelman, and demands for arbitrations shall be rotated in numerical order as per previous practice. In the event an assigned arbitrator is unable to schedule an arbitration within two (2) months of the date of the Demand for Arbitration, a second arbitrator will be randomly selected from the remaining two (2). In the event the second arbitrator is unable to schedule a hearing on a timely basis (within the original two (2) month period), the third arbitrator would be utilized. Random selection shall not affect the normal rotation.

#### Section D - Time Limits

There shall be a five (5) day limit for the completion of Level One, and there shall be a seven (7) day limit for the completion of Level Two. A request for Level Three shall be made within five (5) days from the time the Superintendent renders a decision from Level Two.

Any grievance filed within the last five (5) working days of the school year shall be resolved internally on Levels One and Two within ten (10) working days.

The reason for denial or approval shall be made in writing to the aggrieved at the end of each Level.

#### Section E - Rights of Teachers

No reprisals of any kind will be taken by the Board or any member of the administration against any participant in the grievance procedure by reason of such participation.

The aggrieved person and members of the administration may be represented at all stages.

No record of grievance procedures will be placed in the personnel files of individual teachers.

### ARTICLE XV ACADEMIC FREEDOM

#### Section A - Individual Rights

The private and personal life of a teacher is not within the appropriate concern of the Board unless it affects his professional duties and performance.

Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher (provided such activities do not take place during his working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

Teachers have the right to be supervised only by those qualified to do so by certification.

#### Section B - Educational Philosophy

Academic freedom shall, within the educational philosophy and curriculum developed jointly by the Board, administration, and staff, be guaranteed to teachers and no special limitation shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, except those standards of professional,

educational responsibility applicable to elementary and secondary education. However, the teacher shall make every effort to present a variety of points of view on items which may be controversial.

## ARTICLE XVI SALARIES

### Section A - Salary Schedules

Effective July 1, 2018, the 2018-2019 salary schedule attached hereto as Appendix A-1 shall be added to the collective bargaining agreement. Salary increases for the 2018-2019 school year shall be as follows:

#### Teachers Hired on or after July 1, 2018:

Teachers hired on or after July 1, 2018 shall be placed directly onto the salary schedule set forth in Appendix A-1. Such teachers shall not be eligible for column movement until they receive a MA degree.

#### Teachers Hired Prior to July 1, 2018:

##### Teachers on Steps 1-4:

Effective July 1, 2018, teachers who were on steps 1-4 of any Masters/PHD Column of the 2017-2018 salary schedule as of June 30, 2018 (attached hereto as Appendix A), shall move one step on the 2017-2018 salary schedule in September 2018 or February 2019, as applicable. Teachers shall remain on the salary schedule set forth in Appendix "A" until such time as they move onto Step 5. Once a teacher reaches Step 5 on Appendix "A," he/she will be transitioned to Step 5 on Appendix A-1 within the same column that he/she was on in Appendix "A" at the time of the transition.

Effective July 1, 2018, teachers who were on steps 1-4 of any BA column of the 2017-2018 salary schedule as of June 30, 2018 (Appendix A), shall move one step on the 2017-2018 salary schedule in September 2018 or February 2019, as applicable. Teachers shall remain on the salary schedule set forth in Appendix "A", until such time that they receive their MA degree and reach Step 5. Once a teacher receives their MA degree and reaches Step 5 he/she shall be transitioned to the MA column on the Salary Schedule set forth in Appendix A-1 at the same step number that they were on in Appendix A immediately preceding the transition.

Notwithstanding the above, however, teachers who will receive "back steps" in accordance with Article XVI(D) (Reinstatement of Back Steps) during the 18-19 school year, only, shall move the additional steps on the Salary Schedule set forth in Appendix



"A," regardless of whether the teacher will surpass Step 5 on the Salary Schedule. Should a teacher, due to the application of back steps, advance past Step 5 on the Salary Schedule set forth in Appendix "A," such teacher shall transition over to the Salary Schedule set forth in Appendix A-1 on June 30, 2019, in accordance with the provision below (Teachers on Steps 5-24). However, under no circumstances shall the application of additional back steps entitle such teachers to receive the additional one thousand four hundred (\$1,400) dollars set forth below (Teachers on Steps 5-24).

For purposes of placement on the applicable salary schedule only, the date of hire for interim teachers who were employed by the District as of June 30, 2018, shall be considered the first date the teacher was classified as an interim teacher pursuant to Article VII(J)(Interim Teachers), as long as the individual receives a probationary appointment after June 30, 2018 without any breaks in interim service prior to receipt of such probationary appointment.

#### Teachers on Steps 5-24:

Effective July 1, 2018, teachers who were on steps 5-24 of the 2017-2018 salary schedule as of June 30, 2018 (Appendix A), shall move one step on the 2017-2018 salary schedule in September 2018 or February 2019, as applicable. Teachers who were on steps 5-24 as of June 30, 2018, shall receive an additional one-thousand four hundred (\$1,400) dollars in salary for transition purposes, payable in one lump sum payment in the first pay period of December 2018.

Effective June 30, 2019, for teachers on any MA/PHD column and eligible to move a step in September 2019, such teachers shall be placed on Appendix A-1 in the same column that they were in as of June 30, 2019, and shall be placed on the first step that has a salary rate greater than the salary rate that was contained in the step that they were on as of June 30, 2019 (without the additional \$1,400).

Effective January 31, 2020, for teachers on any MA/PHD column and eligible to move a step in February 2020, such teachers shall be placed on Appendix A-1 in the same column that they were in as of January 31, 2020, and shall be placed on the first step that has a salary rate greater than the salary rate that was contained in the step that they were on as of January 31, 2020 (without the additional \$1,400).

Effective June 30, 2019, teachers who were on steps 5-24 of any BA column of the 2017-2018 salary schedule (Appendix "A") as of June 30, 2019 shall remain on the salary schedule set forth in Appendix "A", until such time that they receive their MA degree. Once a teacher receives their MA degree he/she shall be transitioned to the MA column on the Salary

Schedule set forth in Appendix A-1 at the same step number that they were on in Appendix A immediately preceding the transition.

Teachers on Step 25:

Effective July 1, 2018, teachers who were on Step 25 as of June 30, 2018 shall be placed onto the salary schedule attached hereto as Appendix A-1 as follows:

Effective July 1, 2018, teachers who moved onto step 25 in September of the 2015-2016, 2016-2017 or 2017-2018 school years, shall be placed on Appendix A-1 in the same column that they were in as of June 30, 2018, and shall be placed on the first step within that column that is greater than the salary rate earned as of June 30, 2018. Effective September 2018 such unit members shall move one (1) step on the salary schedule set forth in Appendix A-1.

Effective January 31, 2019, teachers who moved onto step 25 in February of the 2015-2016, 2016-2017 or 2017-2018 school years, shall be placed on Appendix A-1 in the same column that they were in as of January 31, 2019, and shall be placed on the first step within that column that is greater than the salary rate earned as of January 31, 2019. Effective February 2019, such unit members shall move one (1) step on the salary schedule set forth in Appendix A-1.

Effective July 1, 2018, teachers who moved onto Step 25 in September of the 2012-2013, 2013-2014 or 2014-2015 school years, shall be placed on Appendix A-1 in the same column that they were in as of June 30, 2018, and shall be placed on the first step within that column that is greater than the salary rate earned as of June 30, 2018. Effective September 2018 such unit members shall move two (2) steps on the salary schedule set forth in Appendix A-1.

Effective January 31, 2019, teachers who moved onto Step 25 in February of the 2012-2013, 2013-2014 or 2014-2015 school years, shall be placed on Appendix A-1 in the same column that they were in as of January 31, 2019, and shall be placed on the first step within that column that is greater than the salary rate earned as of January 31, 2019. Effective February 2019, such unit members shall move two (2) steps on the salary schedule set forth in Appendix A-1.

Effective July 1, 2018, teachers who moved onto Step 25 in September of the 2011-2012 school year or any school year prior to the 2011-2012 school year, shall be placed on Appendix A-1 in the same column that they were in as of June 30, 2018, and shall be placed on the first step within that column that is greater than the

salary rate earned as of June 30, 2018. Effective September 2018 such unit members shall move three (3) steps on the salary schedule set forth in Appendix A-1.

Effective January 31, 2019, teachers who moved onto Step 25 in February of the 2011-2012 school year or any school year prior to the 2011-2012 school year, shall be placed on Appendix A-1 in the same column that they were in as of January 31, 2019, and shall be placed on the first step within that column that is greater than the salary rate earned as of January 31, 2019. Effective February 2019 such unit members shall move three (3) steps on the salary schedule set forth in Appendix A-1.

The 2019-2020, 2020-2021, 2021-2022, 2022-2023 salary schedules shall be derived as follows:

1. The cost of the step increment for the unit for the 2019-20, 2020-21, 2021-22 and 2022-23 school years shall be calculated by advancing those unit members eligible for a step increment one (1) step on the salary schedule, calculating the increase in total base salary payroll for the bargaining unit after having done so, and dividing that sum into the total base salary payroll cost for the bargaining unit from the preceding year. This shall be the percentage step increment cost. The parties will meet to determine the cost of the step increment in the February prior to the 2019-20, 2020-21, 2021-22 and 2022-23 school years and shall share all relevant documentation. In the event that the parties cannot agree as to the cost of the step increment, a mutually agreed to neutral party shall assist the parties in resolving the disagreement.
2. The Revenue Formula percentage shall be calculated as set forth below and shall be capped at three (3.0%) percent for the 2019-20, 2020-21, 2021-22 and 2022-23 school years.
3. Eligible unit members shall advance one step on the applicable salary schedule (Appendix A or A-1) on September 1st or February 1st, as applicable, in the 2019-2020, 2020-2021, 2021-2022 and/or 2022-2023 school years, as long as the Revenue Formula percentage increase is greater than one-half ( $\frac{1}{2}$ ) the percentage cost for the step increment in each of those school years. For example, if in the 2019-2020 school year the Revenue Formula is 1.26% and the step increment cost is two and one-half (2.5%) percent, eligible unit members shall advance one step on the applicable salary schedule.
4. If the Revenue Formula percentage is greater than the percentage cost for the step increment in the 2019-20, 2020-21, 2021-22 and/or 2022-23 school years, then the salary schedules shall be increased in each year, as applicable, by the difference in percentages between the Revenue Formula and the step increment cost. For example, if in the 2019-20 school year, the Revenue Formula percentage is three (3.0%) percent and the step

increment cost is two and one-half (2.5%) percent, then the 2019-20 salary schedule shall be increased by one-half (.50%) percent (3.0%-2.5%=.50%).

5. If the Revenue Formula percentage increase is equal to or less than one-half ( $\frac{1}{2}$ ) of the percentage cost of the step increment in the 2019-20, 2020-21, 2021-22 and/or 2022-23 school years, then unit members shall not advance a step, in the applicable school year, and the salary schedules shall be increased by the percentage generated by the Revenue Formula. For example, if in the 2019-20 school year, the Revenue Formula is one (1.0%) percent and the step increment cost is two and one-half (2.5%) percent, then unit members shall not advance a step, and the 2019-20 salary schedule shall be increased by one (1.0%) percent.

#### Revenue Formula

1. Effective July 1, 2019 any annual salary increases for the 2019-20, 2020-21, 2021-22 and/or 2022-23 school years shall be at least the net percentage change in revenue resulting from changes in State Aid and the District's Property Tax Levy as set forth herein, subject to the caps set forth above. For purposes of this Article only, "State Aid" shall consist solely of "Non-Expense-Driven Aid", including but not limited to Foundation Aid, Gap Elimination Aid and High Cost Excess Cost Aid. "Expense-Driven Aid," including but not limited to Transportation Aid, BOCES Aid, Building Aid, Textbook/Library/Software Aid, etc., shall not be considered "State Aid" and shall be excluded for purposes of calculating annual salary increases. In addition, competitive grants and/or categorical aid (i.e., Title 1) shall not be considered State Aid and shall also be excluded for purposes of calculating the annual increase.

The District shall provide the Association President with a comprehensive calculation including all applicable state aid and tax levy numbers.

2. For purposes of the calculation of base salary increases and potential step movement only, the District's Tax Levy for the next school year shall be defined as the maximum allowable tax levy that the District could adopt without having to pierce the cap, regardless of what tax levy is included in the adopted budget. For the current school year, the Tax Levy shall be defined as the Tax Levy adopted by the Board.

3. In no case shall the unit-wide base salary increase received for the 2019-20, 2020-21, 2021-22 and/or 2022-23 school years be greater than three (3.0%) percent higher, or less than the base salary received for the previous school year. In no event shall a unit member earn a base salary less than he/she did in the previous school year.

4. The applicable annual increase, if any, shall be calculated upon approval of the State and District budgets, utilizing the following formula:

The annual increase equals the sum of the change in the Property Tax Levy amount (Section 2) plus the change in the approved State Aid amount (Section 1) divided by the sum of the current State Aid plus the current Property Tax Levy amount.

(A) \$ amount of State Aid as defined for next school year (Section 1)  
minus (B) \$ amount of State Aid as defined for current school year (Section 1)  
equals (C) \$ amount increase/decrease in State Aid  
(D) \$ Amount of Maximum Allowable Property Tax Levy for next year (Section 2)  
minus (E) \$ Amount of the Adopted Property Tax Levy for current year (Section 2)  
equals (F) \$ Amount increase/decrease in Property tax Levy

Formula for percentage increase:

$$\text{Base Salary \% Increase} = \frac{C+F}{B+E} \times 100 \text{ (not to exceed 3.0\%)}$$

5. In the event that the final State Aid numbers are not known to the District by July 1st, the application of the salary increase formula set forth above shall be delayed until the State Aid numbers have been finalized, provided, however, that any base salary increase resulting from the application of the formula set forth above, shall be retroactive to July 1st.

6. In any school year in which a bargaining unit member becomes eligible to move to a higher longevity step pursuant to Article XVI or to a new column pursuant to Article X, that unit member shall be eligible to move to a higher longevity step and/or the new column regardless of either the cap or the formula.

The Revenue Formula set forth above shall sunset at the expiration of the Agreement. For Triborough purposes, unless the parties have negotiated an Agreement for the 2023-24 school year to the contrary, eligible teachers shall receive a step increment on the 2022-23 salary schedule effective September 1, 2023 (for those who move in September) or February 1, 2024 (for those who move in February).

#### Section B - Salary Increase Withholdings

Teachers who have Education Law Section 3020-a Disciplinary Charges filed against them by the District, may have their salary increment, and/or all or part of any percentage increase or other salary increase set forth in Article XVI(A)(Salary Schedules) withheld, as

determined by the Superintendent of Schools or his/her designee, during each school year that Education Law Section 3020-a Charges are pending. In this event, the Teacher's base salary shall remain status quo. However, should, at the conclusion of the Education Law Section 3020-a Disciplinary Hearing, the Teacher be found not to have engaged in any of the conduct that was charged by the District, the District will retroactively reimburse the Teacher for the salary increment(s) and/or salary percentage increase(s) that they would have been eligible to receive if Education Law Section 3020-a Disciplinary Charges had not been pursued against them. Should, after Education Law Section 3020-a Disciplinary Charges are filed, a teacher resigns, retires and/or settles the proceeding with the District before a decision is rendered by a hearing officer, the Teacher shall not be eligible for reimbursement of any of the salary increment(s) and/or salary percentage increase(s) that were withheld, unless otherwise agreed by the parties.

#### Section C - Longevity

Longevity payments shall be as follows:

Steps 16-19	\$2400/year added to individual salary
Steps 20-24	\$3600/year added to individual salary
Steps 25-27	\$5500/year added to individual salary
Step 28 and beyond	\$8500/year added to individual salary

Effective July 1, 2018, Longevity for members of the unit hired prior to December 1, 2006 shall no longer be based on the step schedule contained in the salary schedules attached hereto as Appendix A or Appendix A-1, as applicable. Effective for the 2018-2019 school year, the District shall place all unit members hired prior to December 1, 2006 on a new Longevity Step Schedule at the longevity step that each employee was at as of June 30, 2018. Effective for the 2018-19 school year and thereafter, all eligible unit members shall advance one step on the Longevity Step Schedule, as applicable, and shall be paid in accordance with the Longevity Scale set forth above.

For employees hired on or after December 1, 2006, longevity payments shall be based on years of service as a teacher in the District (not counting part-time or per diem service) regardless of step placement.

#### Section D - Reinstatement of Back Steps

All teachers who were hired at a step which represents less than their total accumulated prior teaching service for which they had been previously credited in the New York State Retirement System shall be given additional steps as follows:

1. Upon completion of two (2) years of service, said teachers shall be granted twenty five (25%) percent of all such steps previously not granted by the District for salary purposes. Teachers hired on or after July 1, 2018, shall not be eligible to apply for back steps after completing two (2) years of service as set forth in the prior sentence.

2. Upon completion of four (4) years of service, said teachers shall be granted an additional twenty five (25%) percent of all such steps previously not granted by the District for salary purposes. Teachers hired on or after July 1, 2018, shall be eligible for fifty (50%) percent of all such steps previously not granted by the District for salary purposes, after four (4) years of active service.

It is agreed that if a fraction of a step results from this computation, the teacher will be granted the step if it is one-half ( $\frac{1}{2}$ ) or more and not granted it if it is less than one-half ( $\frac{1}{2}$ ).

Effective July 1, 2018, unit members who were on Steps 1-4 on Appendix A as of June 30, 2018, who will receive back steps in the 18-19 school year in accordance with this provision, shall move the additional steps, if any, on the 17-18 Salary Schedule (Appendix A). However, under no circumstances shall the application of additional back steps entitle such unit members to receive the additional one thousand four hundred (\$1,400) dollars as set forth in Article XVI(A) (Salary Schedules).

#### Section E - Starting Salaries

Newly appointed employees shall be paid a salary negotiated at the time of the signing of the initial salary agreement, using the provisions of Article III, Section A as a guideline to determine an appropriate salary. The District reserves the right, however, to negotiate a salary which may be below or above that which corresponds to the guidelines or the degree held. After the initial signing, all individual agreements, arrangements or contracts between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement and shall not be negotiated outside of the Agreement unless previously discussed with the Executive Board of the United Teachers. The District shall retain the prerogative to adjust upwardly a teacher's salary to reflect his total years of experience or any part thereof.

#### Section F - Substituting or Extra Assignments

Teachers who substitute in individual classes will be paid at the rate of sixty-five dollars (\$65.00) for the 2018-2019 school year. Effective July 1, 2019, July 1, 2020, July 1, 2021 and July 1, 2022 respectively, the substitute rate set forth above shall be increased as per Article XVI(H) (Extracurricular Activities/Stipends).

A teacher accepting a substitute teaching position for a given class five (5) or more days or who accepts an extra class for the duration of a semester or school year shall be paid at his appropriate rate of pay, but not to exceed a rate of pay beyond the tenth (10<sup>th</sup>) step for all school days. This rate of pay shall be pro-rated for any teacher who accepts an additional assignment to teach more than twenty five (25) periods a week. Full-time substitutes and part-time teachers shall be paid a salary negotiated at the time of the signing of the initial salary agreement, using the provisions of Article III, Section A and Article XVI, Section E as a guideline to determine an appropriate salary.

Elementary general music teachers who have been assigned in excess of thirty (30) class periods per week due to before/after school rehearsals shall be paid their appropriate rate of pay, but not to exceed a rate of pay beyond the tenth (10<sup>th</sup>) step.

The District shall pay Secondary Inclusion teachers (both general and special education teachers) an extra stipend for those days in which there is no substitute available for his/her co-teacher at the class coverage rate, per class period, up to a maximum of five (5) periods per day.

Elementary Inclusion teachers (both general and special education teachers) shall receive the same stipend that a Secondary Inclusion teacher receives when there is no substitute provided for his/her co-teacher up to a maximum of five (5) periods per day.

Elementary Teachers who are assigned to supervise between three (3)- six (6) students from another teacher's class due to lack of available substitutes, shall be paid twenty-five (\$25.00) dollars for up to one-half (1/2) day of class coverage or fifty (\$50.00) dollars if between one-half day and a full day.

Elementary Teachers who simultaneously cover another teacher's full class in addition to their own class (doubling up), shall be paid the substitute rate (class coverage) set forth above for each class period that they "double up."

#### Section G - Lead Teachers

See Appendix D.

#### Section H - Extracurricular Activities/Stipends

Effective July 1, 2019, July 1, 2020, July 1, 2021 and July 1, 2022 respectively, the extracurricular activity rates set forth in Appendices B & C and the following stipends: Substitute Rate (class coverage), Home Instruction, Driver Education, AIS, Summer School Class Rate, Summer School Music Coordinator Stipend, Summer School Regents Grading Rate, Psychologist CSE Chair Stipend, Science and Advanced Placement Stipend and DASA stipend shall, effective July 1, 2019, be increased by one (1%) percent, in each year, provided however, if the Revenue Formula percentage increase is equal to or less than one-half (½) of the percentage cost of the step increment in the 2019-20, 2020-21, 2021-22 and 2022-23 school years, the stipends shall not be increased in that applicable year(s).

### **ARTICLE XVII** **FRINGE BENEFITS & MISCELLANEOUS COMPENSATION**

#### Section A - Life Insurance

1. The District shall pay one hundred (100%) percent of the cost of a group term Life Insurance policy with a death benefit of seventy-five thousand (\$75,000) dollars for each teacher. The life insurance death benefit shall be subject to the terms of the carrier and/or plan document.



## Section B - Health Insurance

1. The District shall pay one hundred (100%) percent of the premiums for the William Floyd Medical Plan (which continuously reflects the equivalent to the then current NYSHIP Empire Plan) for all eligible teachers in the bargaining unit who enroll in such plan. Members of the unit employed on or after October 30, 1990 shall not be eligible for coverage in the William Floyd Medical Plan (which continuously reflects the equivalent to the then current NYSHIP Empire Plan) while eligible for coverage under the plan of a spouse that provides for the Empire Plan (NYSHIP/Empire Plan) or for a plan which matches the NYSHIP/Empire Plan or a plan which provides better coverage and for which the spouse's employer contributes ninety (90%) percent of the premium or more. If the spouse's employer contributes eighty-five (85%) percent to eighty-nine (89%) percent of the premium, the District may, at its option, decline to cover the teacher and pay to the teacher an amount equivalent to the difference between the spouse's percentage coverage and ninety (90%) percent coverage. Teachers ineligible for coverage as a result of this provision shall be eligible for the declination of health insurance benefit outlined below. (See Section E).
2. Effective July 1, 2018, unit members who are ineligible to receive the District's health insurance and prescription drug coverage as a result of Section 1, above, shall not be eligible for the employee contribution levels set forth in subsection (B)(6). Such unit members shall instead have the option of selecting only option (a) or (b) below:
  - a. Enroll in the District provided plan, William Floyd Medical Plan (which continuously reflects the equivalent to the then current NYSHIP Empire Plan), self-insured by the District and administered by a third party administrator, and contribute 100% of the health insurance premium equivalent costs for the applicable health insurance plan (e.g., family or individual coverage); or
  - b. Decline the District provided insurance as set forth in paragraph (a) above and enroll in a health insurance plan that is provided through a source other than the District (which may be the NY State Health Marketplace).
3. Teachers ineligible for coverage as a result of Section 1, above, who are not eligible for dental and/or optical coverage under the dental and/or optical plan of a spouse may enroll in the District's dental and/or optical plans outlined below (see Sections C and D), provided, however, that the declination benefit set forth in Section E shall be one thousand five hundred dollars (\$1,500) for Individual coverage and four thousand five hundred dollars (\$4,500) for Family coverage. Teachers ineligible for coverage as a result of this provision who are eligible for dental and/or optical coverage

under the dental and/or optical plan of a spouse may terminate coverage under the plan of their spouse and enroll in the District's dental and/or vision plans outlined below (see Sections C and D), provided, however, that the declination benefit set forth in Section E shall be one thousand five hundred dollars (\$1,500) for Individual coverage and four thousand five hundred dollars (\$4,500) for Family coverage.

4. When spouses are each a member of this bargaining unit only one (1) shall be eligible to enroll in the health insurance plan provided under this Agreement. It shall be the sole discretion of the affected couple to designate which of them shall be the health plan enrollee. The spouse shall be eligible for the declination of health insurance benefit outlined below (See Section E).
5. The Plan provided shall be the William Floyd Medical Plan (continuously reflects the equivalent to the then current NYSHIP Empire Plan), self-insured by the District and administered by a third party administrator. Dependent children shall remain eligible for coverage until they reach age twenty-six (26). The District may replace the existing plans provided:
  - a. It gives the Association sixty (60) days' notice; and
  - b. It consults with the Association and no written objection is received within such sixty (60) days.

If the Association objects to a switch in plans, it shall advise the District in writing during the sixty (60) day period outlined above and simultaneously file a demand for binding arbitration at Level Three of the Grievance Procedure. In such case, the arbitrator shall commence hearings on such grievance within thirty (30) days and shall render a decision within fifteen (15) days of the close of the hearing.

The standard to be used by the arbitrator to determine whether a switch can be made shall be whether the new plan(s), taken as a whole, is/are substantially equal to the prior plan(s).

No switch in plans shall be made until the arbitrator has ruled on the grievance.

6. Unit members shall contribute as follows towards their Health Insurance premiums based on the Empire Plan premium rates:

For the 2018-2019 school year, unit members shall contribute ten (10%) percent of their applicable (Family or Individual) health insurance premiums.

Effective July 1, 2019, active unit member teacher contributions shall be based on the NYSHIP (Empire Plan) premium rates and shall increase in each year based on the following schedule, except however, in any school year that the Revenue Formula results in a 0% increase and no step increment, there shall be no health insurance contribution increase in that school year. In any school year that the Revenue Formula results in a percentage increase but does not result in a step increment, the health insurance contributions shall increase by one-half ( $\frac{1}{2}$ ) of what is set forth below in that school year:

July 1, 2019:	an additional 1%
July 1, 2020:	an additional 1%
July 1, 2021:	an additional 1%
July 1, 2022:	an additional 1%
June 30, 2023:	an additional 1%

The District shall continue to pay one hundred (100%) percent of the Dental & Vision premiums.

The NYSHIP (Empire Plan) premium rates on which the premium contribution is based shall change as the Empire rates change over time (e.g., each January 1<sup>st</sup>). Premium contributions may be accomplished on a pre-tax basis subject to applicable laws and regulations.

7. Teachers who resign or retire from the District who have a minimum of fifteen (15) years of service in the District and who have reached fifty-two (52) years of age or older, may opt to receive fully-paid (by the District) individual health insurance and prescription drug coverage, or family coverage with the District paying fifty (50%) percent of the premium. Such coverage shall continue until the teacher first becomes eligible for Medicare. Employees who are hired on or after July 1, 2018, who qualify for health insurance as set forth in this paragraph, shall contribute the same percentage of premiums toward their individual health insurance premiums as they did on their last days as an active employee, up to a maximum of twenty (20%) percent.

Teachers who retire after July 1, 2002 who have completed fewer than twenty-five (25) years of service in the District at the time of retirement, shall have the option of paying one hundred (100%) percent of the premium cost for one individual plan covering their spouse in lieu of paying fifty (50%) percent of the premium cost of a family plan until age sixty-five (65).

Teachers who resign or retire from the District who have reached fifty two (52) years of age or older and have twenty five (25) years of service in the District may opt to receive individual or family health insurance and prescription drug coverage fully paid for by the District. Such coverage shall continue until the teacher first becomes eligible for Medicare. Employees who are hired on or after July 1, 2018, who qualify for health insurance as set forth in this paragraph, shall contribute the same percentage of premiums toward their applicable (individual or family) health insurance premiums as they did on their last days as an active employee, up to a maximum of twenty (20%) percent.

8. If the teacher pre-decease's his/her spouse, the teacher's spouse shall retain the right to purchase the health benefits on an individual basis at his/her own expense for the period the teacher would have been eligible for benefit coverage as outlined in the previous paragraph.
9. Teachers who become eligible for Medicare who opt to subscribe to Medicare A and B will be allowed to continue, at District expense, in the District's medical, major medical and prescription drug plan on a secondary coverage basis only. Under no circumstances shall the District be liable for Medicare A and/or B premiums. Teachers who resign or retire on or after July 2, 2010, who have completed twenty-five (25) years of service in the District shall be eligible for such individual secondary coverage for life. Effective July 1, 2018, teachers who resign or retire on or after July 1, 2018 through and including June 30, 2023, and who have completed at least twenty (20) years of service in the District, shall be eligible for individual secondary coverage for life. The preceding sentence shall sunset as of June 30, 2023 and shall no longer be considered a part of the Contract for any purpose, including Triborough. For teachers with between fifteen (15) and twenty five (25) years of service in the District, such coverage shall extend beyond when the teacher first becomes eligible for Medicare as follows: one (1) year of secondary individual coverage beyond when the teacher first becomes eligible for Medicare for every three (3) years of service to the District. For teachers who have twenty five (25) or more years of service in the District, family coverage shall extend beyond when the teacher first becomes eligible for Medicare as follows: one (1) year of secondary family coverage beyond when the teacher first becomes eligible for Medicare for every three (3) years of service in the District. Teachers eligible for secondary medical coverage may elect to convert all or a portion of their years of secondary medical coverage into individual primary medical coverage for their spouse as long as their spouse is not eligible for Medicare. The conversion rate of secondary coverage for the teacher to primary individual coverage for the spouse shall be one (1) year of individual primary coverage for the spouse for every one and one-half (1.5) years of secondary coverage earned by the teacher. The total number of years of earned secondary coverage shall be reduced accordingly.

For those teachers who retire with between fifteen (15) and twenty-five (25) years of service in the District, the total number of additional years of secondary coverage beyond when a teacher first becomes eligible for Medicare described in this paragraph shall be reduced by one (1) year for each year short of twenty (20) years of service in the District accrued by the teacher by the time of his resignation or retirement (age fifty two (52) or older). Retired teachers may continue in the Basic Medical/Major Medical and Prescription Drug Plan available through the teacher's collective bargaining agreement at their own expense after their eligibility for benefits described herein expires. Teachers who retire on or after July 1, 2018, shall not be eligible to continue the Basic Medical/Major Medical and Prescription Drug Plan at their own expense after their eligibility for benefits expire.

10. Teachers who resign or retire from the District who have a minimum of fifteen (15) years of service in the District and who have reached fifty-two (52) years of age or older shall be entitled to a lump sum payment of twenty thousand (\$20,000) dollars if they decline the paid-for (by District) health and prescription drug coverage described above. Teachers who opt for this twenty thousand (\$20,000) dollar declination of benefits shall not be eligible to continue in the District's health insurance plan.
11. Any teacher who meets the eligibility requirements as outlined above for teachers who leave the District shall not be eligible for the District's health and prescription coverage while eligible for coverage under the plan of a spouse that provides for the Empire Plan (Core Plus All Enhancements) or a plan which matches the Empire Plan or a plan which provides better coverage and for which the spouse's employer contributes ninety (90%) percent of the premium or more. If and when the spouse's coverage terminates, the retired teacher will be allowed to return to the plan at the point he would have been had his spouse not had coverage.
12. Members of the unit who receive additional years of primary coverage beyond age sixty five (65) by virtue of a change in the age for Medicare eligibility shall have their year(s) of secondary coverage reduced by the same number of year(s).
13. For purposes of Article XVII (B), District "service" shall count only the following:
  - a. Full time service following a probationary appointment as a teacher or administrator;
  - b. Full time service as a Teaching Assistant;
  - c. Full time service as a permanent substitute during the twelve (12) month period immediately preceding a teacher's probationary appointment; or
  - d. Full time service as an "interim" teacher.

- e. When calculating years of service, those teacher whose service time includes a decimal of .95 or greater shall have their years of service rounded up to the next whole number (e.g., 9.96 years of service shall be rounded up to 10 years of service).

#### Section C - Dental Insurance

The William Floyd School District Dental Plan shall have a two thousand (\$2,000) dollar calendar maximum. The District shall pay one hundred (100%) percent of the premiums for dental insurance for all eligible teachers who enroll in such plan.

The dental insurance plan may be replaced by the District provided the procedures outlined for a health insurance plan switch are followed.

#### Section D - Optical Insurance

The District shall pay one hundred (100%) percent of the premiums for the William Floyd School District Optical Plan for all eligible teachers who enroll in such plan.

The optical insurance plan may be replaced by the District provided the procedures outlined for a health insurance plan switch are followed.

#### Section E - Declination of Health Insurance Benefits

Any teacher, regardless of whether they are covered as a dependent under another unit member's District Health Insurance, may decline the health insurance benefits and be reimbursed two thousand (\$2,000) dollars for Individual coverage and five thousand (\$5,000) dollars for Family coverage, in the second paycheck in June of that school year. If for any reason a teacher decides to opt out of the declination of insurance program during the school year, they will forfeit eligibility for the two thousand (\$2,000) or five thousand (\$5,000) dollars and be placed back into the insurance plan after meeting the requirements of returning to the plan. In addition, teachers who begin the school year off of the District's Health Insurance plan, but who, during the school year, opt back into the District's Health Insurance plan, regardless of the reason, shall forfeit their eligibility to receive declination pay and shall not be eligible for a pro-rated declination payment equal to the number of months they were out of the plan during that school year. However, newly hired teachers who immediately opt-out of the District's Health Insurance plan and remain out of the District's Health insurance plan for the remainder of the school year, shall be entitled to a pro-rated declination payment, equal to the number of months that they were off the plan in that school year.

Should the teacher enroll in the District's dental and/or optical plan, the declination benefit set forth above shall be reduced to one thousand five hundred (\$1,500) dollars for Individual coverage and/or four thousand five hundred (\$4,500) dollars for Family coverage.

The Declination for those teachers covered as a dependent on another District employee's health insurance shall be limited to the Declination for Individual coverage.

#### Section F- IRS Section 125 Flex Benefit Plan

An IRS Section 125 Flex Benefit Plan shall be made available to all teachers.

#### Section G - Travel

Teachers will be paid at the IRS travel rate when traveling with their personal car on behalf of the District.

#### Section H - Home Instruction

Teachers shall be paid at the rate of fifty-four dollars and eleven cents (\$54.11) per hour during the 2018-2019 school year. There will be no allowance for mileage.

Effective July 1, 2019, July 1, 2020, July 1, 2021 and July 1, 2022 respectively, any increases to the hourly rate set forth above shall be in accordance with Article XVI(H) (Extracurricular Activities/Stipends). There will be no allowance for mileage.

#### Section I - School Counselors

The District may require School Counselors to work the five (5) business days immediately following the close of school and the five (5) business days immediately preceding the beginning of school, up to a maximum of ten (10) total days. However, the District and the School Counselors may mutually agree to schedule such ten (10) days at any other time between the close of school and the beginning school. Said counselors shall be reimbursed at a rate of 1/200<sup>th</sup> of their annual salary for each day worked.

#### Section J - Driver Education

Driver Education instructors will be paid at the rate of fifty-four dollars and eleven cents (\$54.11) per hour for the 2018-2019 school year.

Effective July 1, 2019, July 1, 2020, July 1, 2021 and July 1, 2022 respectively, any increases to the hourly rate set forth above shall be in accordance with Article XVI(H) (Extracurricular Activities/Stipends). The District shall reimburse a teacher for the tuition costs directly associated with obtaining the necessary certification to teach drivers education. To be eligible for this tuition reimbursement, a teacher must obtain the prior written approval of the District before commencing the course of study related to drivers education and must teach at least four (4) sessions of drivers education over the three (3) school year period following completion of the certification requirements. Payment shall thereafter be made following submission of such documentation and/or receipts as is required by the District.

## Section K - Procedure for Hiring Home Instructors, Coaches, Advisors, etc.

### 1. Home Instruction

During the first two weeks of June each school year, the District shall email the teaching staff to inform them of the home instruction opportunity, encourage participation, and solicit responses from those staff members who are interested in participating in home instruction opportunities that may become available during the following school year.

Those teachers who are interested in being notified of home instruction opportunities as they may arise and being placed on a preferred list of home instructors, shall make application on a standard form provided by the District and submit such form during the last two weeks of June. A roster of preferred home instructors shall be developed from those applicants.

When a home instruction opportunity arises, the District will post the opportunity by sending an email to all qualified teachers in the District.

Any qualified teacher who is interested in the home instruction opportunity that has been posted shall respond by email within twenty-four (24) hours of when the opportunity is first posted.

Teachers shall be assigned in the following manner from among those who responded to the posting:

- a. Teacher who teaches the same subject (student's teacher given preference);
- b. Teacher who is a member of the same department;
- c. Teacher who teaches the same grade;
- d. Teacher who is in the same building;
- e. Teacher from another building;
- f. Guidance Counselors and Psychologists;
- g. In each category set forth above, those teacher within a given category who have applied to be placed on the preferred list shall be given preference over another teacher in the same category who is not on the preferred list.

Assignments to home instruction shall be rotated starting with the most senior teacher in the applicable category after giving preference to those on the preferred list.



No teacher shall have more than one (1) student on home instruction at a time, unless there are no other teachers available.

Home instructors shall have the same responsibilities as a classroom teacher; e.g., tests, lesson plans, homework, etc.

2. Extra-Curricular Activities

All positions listed in Appendix B shall be made available in September to all teachers in the building in which activities will take place. Teachers will make application on standard forms.

These positions will be for their respective seasons. No teacher shall have more than one (1) of these positions, unless no other applicants are available.

3. Coaches

All vacant head coaching positions will be posted at least one (1) month prior to the start of that sport season. Teachers will make application on standard forms.

Applicants shall be reviewed by the athletic director, who will make final selection. All assistant coaching positions (junior varsity, freshman & junior high) shall be selected by the head coach of that sport. All applicants for assistant coaching positions shall use the standard application form. No head coach shall be selected as an assistant coach, unless no other equally qualified applicants are available.

Coaches shall be evaluated each season on the form attached hereto as Exhibit P.

Section L - Additional Instructional Services

Teachers will be paid eighty-seven dollars and forty-seven cents (\$87.47) per hour during the 2018-2019 school year for Saturday School, Evening School, and Academic Intervention Services.

Effective July 1, 2019, July 1, 2020, July 1, 2021 and July 1, 2022 respectively, any increases to the hourly rate set forth above shall be in accordance with Article XVI(H) (Extracurricular Activities/Stipends).

Section M - DASA Coordinator

Those unit members selected by the District to serve as DASA coordinators shall receive a one thousand and forty-eight (\$1,048) dollar stipend for service of a full school year, paid in the second pay period in June and pro-rated for service of less than a full school year.

Effective July 1, 2019, July 1, 2020, July 1, 2021 and July 1, 2022 respectively, any increases to the stipend set forth above shall be in accordance with Article XVI(H) (Extracurricular Activities/Stipends).

## ARTICLE XVIII GENERAL

### Section A - Legal Aid

The Board agrees to provide all legal services for the purpose of defending teachers who are sued by students and/or their parents or guardians, from actions arising out of the course of employment.

A teacher who sues a child and/or parent or guardian for assault or vandalism of personal property, etc., arising out of course of employment will be reimbursed a fair amount for legal fees if the suit is upheld in court. The fair legal fee will be determined by the school attorney.

### Section B - Policies Affecting Employment Conditions

Before the Board adopts a change in policy which affects teachers' terms and conditions of employment, the Board will notify the United Teachers in writing that it is considering such a change. The United Teachers will have the right to negotiate with the Board, provided that it files such a request with the Board within ten (10) days after receipt of the notice.

A copy of Board policies shall be given to the United Teachers' President.

### Section C - Legal Precedence

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect.

### Section D - Printing of Contract

The contract will be printed at the expense of the District.

### Section E - Duration of Contract

This contract shall be effective from July 1, 2018 until June 30, 2023.

## ARTICLE XIX SUMMER SCHOOL

### Section A - Hiring

A teacher employed by the District who is qualified and certified for a summer school teaching position shall be hired before any outside candidate is hired unless he has failed to meet the standards established by the District for effective teaching in previous summer schools taught.

Teachers from outside the District shall be hired only if there are no William Floyd applicants who satisfy the conditions stated in paragraph one (1) above.

All openings for summer school teaching positions shall be posted in each building by May 15 of each school year. Notice of appointment shall be sent to applicants by June 1 of each school year. Such appointment may be withdrawn as late as the last day of student registration if there is insufficient enrollment.

When applications for summer school teaching positions exceed the number of available positions, the following criteria will be used to determine final appointments:

1. Area of certification.
2. Area of demonstrated competence/experience.
3. Length of service in the William Floyd summer school.
4. Length of service in the District.

### Section B - Observations and Evaluations

Teachers may be observed a maximum of one (1) time during summer school. This observation, if performed, shall be at least thirty (30) minutes in duration and shall be followed, within five (5) working days, with a brief, written report of observation which shall be anecdotal in nature. The report shall summarize the lesson observed and offer recommendations and commendations as applicable. The teacher shall have the right to meet with the administrator to discuss the observation if he so desires.

If a teacher's overall performance during a particular summer school meets the standards established by the District for effective teaching, he shall be notified in writing in simple form by the end of the last week of summer school. If a teacher's overall performance does not meet these standards, he shall be given a brief, written anecdotal evaluation in simple form which summarizes his performance and offers recommendations and commendations as applicable.

Teachers shall be provided with copies of any documents maintained with their summer school records within five (5) working days of their filing.

Records related to summer school performance shall be maintained separately from a teacher's regular records.

#### Section C - Class Size

Class size provisions for summer school shall be the same as those for the regular school year.

#### Section D - Employment Conditions

The summer school session shall consist of thirty (30) days of instruction, one (1) day for summer school final exams, and one (1) day for state Regents exams. Teachers will be required to attend an "orientation meeting" prior to the start of summer school. In addition, teachers may be required to attend up to two (2) faculty meetings during the summer session commencing at the end of the instructional day.

Teachers are responsible for grading all Regents exams written by their summer school students. Teachers shall be compensated per exam for grading "walk-in" Regents exams. Effective July 1, 2019, July 1, 2020, July 1, 2021 and July 1, 2022 respectively, any increases to the exam rate set forth above shall be in accordance with Article XVI(H) (Extracurricular Activities/Stipends).

All grades are due in the summer school principal's office within twenty four (24) hours after the completion of the last summer school exam.

Summer school teachers shall be given the same consideration for materials and supplies as in the regular school session. Summer school teachers shall have reasonable access to duplicating machines.

Summer school teachers shall be granted one (1) sick day each summer session which shall be cumulative to a maximum of two (2) days for any given summer session.

#### Section E - Salary (Summer School)

	Step	2018-2019	2019-2020
One Class	1	\$2,393	\$2,417
	2	\$2,604	\$2,630
	3	\$2,812	\$2,840
Two Classes	1	\$4,788	\$4,836
	2	\$5,206	\$5,258
	3	\$5,619	\$5,675

\*Teachers shall move up a step, to a maximum of three (3), for each year of previous experience in the William Floyd Summer School.

Effective July 1, 2019, July 1, 2020 and July 1, 2022 respectively, any increases to the summer school class rates set forth in this subsection (E) shall be increased in accordance with Article XVI(H) Extracurricular Activities/Stipends).

#### Section F - Additional Summer Programs

Compensation for Summer Curriculum Development shall be at the hourly rate paid by BOCES II for its Summer Curriculum Development work, however, this rate shall not be reduced from one summer to the next. The workday for Summer Curriculum Development shall be five (5) hours.

Compensation for the Summer Theatre Arts Program and the Summer Music Program shall be at the same daily rate as Summer Curriculum Development, however, the workday shall be four (4) hours.

The Summer Music Coordinator shall be paid an additional stipend of \$614.84 for the 2018-2019 school year and \$621.87 for the 2019-2020 school year. Effective July 1, 2020, July 1, 2021 and July 1, 2022 respectively, any increases to the stipend rate set forth above shall be in accordance with Article XVI(H) (Extracurricular Activities/Stipends).

#### **ARTICLE XX** **NO CHILD LEFT BEHIND ACT (NCLB)**

The No Child Left Behind Act (or any subsequent, comparable Federal or State laws) requires corrective action for schools that are under performing and continuously fail to meet AYP (Adequate Yearly Progress). If a District school is designated as a School in Need of Improvement, School in Need of Corrective Action, School Requiring Adequate Progress, School Under Registration Review or any other designation determined by the State, a plan for corrective action must be developed. The District and the Association pledge to work cooperatively and collaboratively to remedy the root causes of an underperforming school. The parties understand that corrective actions may include solutions that might require changes in the terms and conditions of employment. The District and Association shall negotiate and agree to these changes prior to their implementation and said changes shall be added to this Agreement.

#### **ARTICLE XXI** **DISTANCE LEARNING**

In an effort to reach the needs of all students and increase the number of rigorous and relevant course offerings, the parties agree that the District may initiate distance learning opportunities.

Distance learning course offerings may be made available when there is a specialized course that less than six (6) students are interested in and qualified to take.

**ARTICLE XXII**  
**REASONABLE SUSPICION DRUG TESTING**

A. Training

To ensure the effective implementation of these procedures, the Superintendent of Schools, Assistant Superintendent for Human Resources, such other District Office administrators (which shall be limited to Assistant Superintendents) as selected by the District, and two (2) mutually designated Union observers will complete an education and training course in recognizing the signs of alcohol and/or substance abuse which is mutually agreed to by the parties. This training shall be done at least every three (3) years. If the Superintendent, Assistant Superintendent, designated District observers or the mutually designated Union observers are newly assigned to such role, then they shall complete the training as soon as is practical after the date of their designation. The enrollment costs of such training will be paid by the District. The training program will cover the effects of alcohol and/or controlled substance use on personal health, safety and the work environment. Behavioral changes that may indicate alcohol and/or controlled substance abuse will also be addressed. Documentation of attendance and completion of these training sessions will be maintained by the District.

B. Prohibited Conduct

1. No employee may be on duty if that employee is under the influence of alcohol or any non-prescribed controlled substance.
2. No employee may report for duty if he or she has used alcohol within three (3) hours of reporting for work.
3. No employee may be on duty if the employee has a blood alcohol concentration of 0.08 or greater.
4. No employee may use or possess any non-prescribed controlled substance or alcohol while on duty.
5. No employee shall refuse to submit to a drug or an alcohol test required under this policy or engage in any conduct that obstructs the proper and orderly administration of such tests. Any such obstruction and/or refusal shall constitute a violation of these rules of conduct.

C. Reasonable Suspicion

1. "Reasonable suspicion" is hereby defined by the parties as the following: a reasonable and articulable belief that the employee has recently used or is under the influence of a controlled substance or alcohol on the basis of specific, contemporaneous, physical and behavioral indicators of probable drug or alcohol use that are observed while an employee is on duty.
2. When there is reasonable suspicion based upon direct observation while an employee is on duty that an employee is acting in a manner indicating possible alcohol or drug use, that employee will be subject to testing. This direct observation must be documented and observed by at least one (1) District observer and one (1) Union observer, who all have received training as provided herein. The District observer will immediately contact a Union observer who shall immediately undertake direct observation of the employee's conduct and demeanor. The District observer, if not the Superintendent of Schools or Assistant Superintendent of Human Resources, must consult with either the Superintendent of Schools or Assistant Superintendent of Human Resources before implementing a test. If possible without causing undue delay, either the Assistant Superintendent or Superintendent, if present on the District campus, will also undertake direct observation of the employee's conduct and demeanor.
3. If the Union observer disputes or questions whether reasonable suspicion exists, it will not delay or prevent the employee from being tested, however questions and disputes from the Union observer and/or employee regarding whether reasonable suspicion existed to subject an employee to a test will be heard before an impartial hearing officer, who shall not be informed of the test results, prior to the District pursuing formal disciplinary charges. The impartial hearing officer assigned to determine whether reasonable suspicion existed to perform the test shall not be the same individual who is mutually selected by the parties to preside at any future disciplinary hearing. The impartial hearing officer shall be selected by the District from the list of individuals attached hereto as Exhibit A. In no event may a hearing officer listed on Exhibit A be selected by the District on two consecutive occasions. Requests for a hearing before an impartial hearing officer on whether reasonable suspicion existed to perform the test shall be delivered in writing by the employee to the Assistant

Superintendent for Human Resources within seven (7) calendar days of being required to submit to a drug and/or alcohol test.

4. It is understood that any questioning of a member of the bargaining unit with regard to reasonable suspicion will be done outside of the classroom setting and not in front of either students or staff, excluding that of the union observer, to the maximum extent possible.

Should it be determined that an employee is to be sent for testing, the employee will not be required to return to duty that day following the test but will be paid for the remainder of the day. Where an employee is subjected to testing, the employee will not be returned to duty until the results of the test are received by the District, and then only if the results are negative. The employee will be paid during the interim with no charge to leave.

D. Testing Procedures

1. Urine sample collection will be done at a designated site(s) that has been mutually agreed upon by the Union and the District. The employee shall be accompanied at all times by a District observer during any travel necessary to get to the testing site. The site will provide at a minimum privacy during urination, documentation of the chain of custody of the sample to be tested and the use of trained personnel. All samples collected will be divided into two separate containers (primary sample and the split sample) and sealed in a tamper-evident manner in the presence of the employee.
2. The samples collected will be sent to a laboratory that has been mutually agreed to between the Union and the District. The samples will be tested for controlled substances. The samples may also be tested for PH, specific gravity and signs of adulteration. Controlled Substances shall be defined as:
  - (i) any substance listed on Schedule I in 21 USCS § 812; and
  - (ii) marijuana, cocaine, amphetamines, opiates, PCP and their derivatives.

3. Testing Procedures

Drug testing will be done by means of urinalysis. Insofar as practical, the sample collection process shall be confidential with due regard for



the dignity and privacy of the employee. However, samples shall be collected under the supervision of a monitor. There shall be no direct observation of giving of urine samples, unless there is a reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the sample.

The sample shall be divided into two (2) aliquots. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is produced, the employee's ability to have a second test performed may be adversely impacted. The monitor shall mark and seal the specimen to preserve its chain of custody.

For drug testing, initial urinalysis testing shall be conducted by means of an enzyme multiplies immunoassay test (EMI). For those drugs for which NIDA standards exist, a test shall be deemed positive for the presence of drugs in accordance with such NIDA standards.

Alcohol testing may be accomplished by testing the employee's breath using an evidential breath testing device (EBT) which is listed in the conforming products list in the Federal Register. The EBT test will only be administered by a certified operator. The employee shall have the right to have such EBT test performed in the presence of a designated Union observer. When an EBT is used and the initial test produces a result of 0.08 blood alcohol concentration (BAC) or greater, a confirmation test will be administered. Before the confirmation test, a fifteen (15) minute waiting period will be observed. The purpose of the waiting period is to ensure that the presence of "mouth alcohol" or other substances does not artificially affect the test results.

The employee must identify, prior to any of the tests listed above, any medications that (s)he is taking and this information will be recorded on a form supplied by the testing lab.

4. Laboratory test results will be reported to the medical review officer (MRO), a designated laboratory physician knowledgeable in drug testing. Results will be reported to the District only after review by the MRO. Positive results will be investigated by the MRO or his/her designee who will determine if the positive test was caused by use of prescription medications in accordance with a valid doctor's prescription. Verification of opiate positives will follow Federal

regulations under 49 CFR Part 40. If the MRO determines that the positive test was caused by the use of prescription medications in accordance with a valid doctor's prescription, the MRO will report the test to the District as a negative. Otherwise, the MRO shall report the test as positive to the District.

5. Split Sample Testing: In the event of a positive drug test the employee has the right to request that the split sample be sent to a different certified laboratory that has been mutually agreed to between the Union and the District for testing. Such a request must be delivered in writing to the Assistant Superintendent for Human Resources within seventy-two (72) hours of an employee's notification of a positive test result and all costs associated therewith shall be borne solely by the employee. If the test of the split sample fails to confirm the presence of the controlled substance ("negative"), then the first positive report will be cancelled unless the lab finds evidence of an adulterant in the specimen during the split specimen testing. At the District's discretion, the employee may be reassigned to home while awaiting the results of the split specimen. If assigned to home pending the results of the split sample test, the employee may utilize any accrued and unused sick and/or personal leave available to them. In the event the split sample test fails to confirm the presence of a controlled substance, any such leave time expended while assigned to home shall be restored to the employee, unless the lab finds evidence of an adulterant in the specimen during the split sample testing.

E. Consequences of a Positive Test

1. An employee who tests positive for a controlled substance without a valid prescription or tests positive for alcohol at a level of 0.08 or greater will be deemed to have violated this provision and shall be subject to the disciplinary terms that are prescribed herein. Any absences following the report of an initial positive result through and including the date on which the employee tests negative on a return to work test and/or the employee is cleared to return to work by the SAP, shall be charged to the employee's sick leave.
2. Notwithstanding possible disciplinary action, any employee who has tested positive for a controlled substance or alcohol will be required to test negative before the employee may return to work and/or be restored to the payroll.

Follow-up Testing: If unaccompanied by an act, event, or conduct that in and of itself would warrant discipline, an employee's first positive test result will result in the employee being required to enroll in an Employee Assistance Program approved by the District. If accompanied by an act, event, or conduct that in and of itself would warrant discipline, an employee's first positive test result may result in the employee being subjected to disciplinary action in accordance with the Education Law. An employee who tests positive for a controlled substance or alcohol on a follow-up test or subsequent test may be subject to disciplinary action up to and including discharge pursuant to the Educational Law.

The results of tests performed under this policy will be reported directly to the Superintendent and shall thereafter be maintained by the Assistant Superintendent for Human Resources in a confidential medical file. Such results shall not be disclosed to any third party except the Board of Education, the District's lawyers, and those District Office administrators deemed necessary by the Superintendent (which shall be limited to Assistant Superintendents). The test results will be kept confidential unless the employee elects to release the results or if the employee is subject to a disciplinary hearing and the employee requests a public hearing, or as otherwise required by law. Notwithstanding the above, the District shall in no way be precluded from utilizing the test results during any disciplinary hearing or related litigation.

An employee who refuses a test will be deemed to have violated this provision and will be treated as if he/she has tested positive on two separate occasions, allowing the District to pursue disciplinary charges, in accordance with applicable law, up to and including termination.

In order to be eligible to return to duty after a positive drug or alcohol test, an employee must undergo a return-to-duty test and achieve a negative result on such drug or alcohol test. The employee must complete the course of rehabilitation prescribed by the substance abuse professional (SAP), including any follow-up testing that is required. Failure to complete the course of rehabilitation prescribed by the SAP, including any follow up testing, will be treated as a second failed test. If there is a cost to complete the rehabilitation program, including any follow up tests required by the SAP, the

employee shall bear the financial costs thereof that are not otherwise covered by health insurance.

F. Negative Results

Should an employee be subject to a drug or alcohol test by virtue of a determination made by the District that there was reasonable suspicion for such testing and the results of such test yield a negative result, all documentation and/or references to the events giving rise to the test shall be expunged from the District's records. Should a designated District Office administrator make a determination that reasonable suspicion exists to test in three (3) cases where the results are negative, other than where a test is reported as negative because the employee used prescription medications in accordance with a valid doctor's prescription, they will no longer be eligible to make determinations as to reasonable suspicion.

Nothing set forth herein shall in any way be deemed a waiver of an employee's rights pursuant to Section 3020-a of the Education Law.

Exhibit A

Jaqueline Drucker  
John Sands  
Elliott Schriftman  
Rosemary Townley  
Arthur Reigel  
Richard Gaba  
Howard Edelman  
Jeffrey Selchik  
Robert Simmelkjaer  
Alan Viani  
Dan Brent

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

**WILLIAM FLOYD SCHOOL DISTRICT**

By Janet Stein

By Michael Stein

By [Signature]

**WILLIAM FLOYD UNITED TEACHERS**

By Paul H. Hume

By Michael Deery

By Susan Gleason

# Appendix A

## 2018-19 Old Schedule

Step	BA	BA+15	BA+30	BA+60	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
1	\$ 53,078	\$ 54,978	\$ 57,527	\$ 61,068	\$ 61,068	\$ 63,472	\$ 65,917	\$ 68,303	\$ 71,479	\$ 72,793	\$ 74,107
2	\$ 55,677	\$ 57,690	\$ 60,242	\$ 63,737	\$ 63,737	\$ 66,211	\$ 68,712	\$ 71,282	\$ 74,206	\$ 75,528	\$ 76,853
3	\$ 58,276	\$ 60,404	\$ 62,955	\$ 66,404	\$ 66,404	\$ 68,947	\$ 71,507	\$ 74,261	\$ 76,931	\$ 78,265	\$ 79,596
4	\$ 60,680	\$ 63,099	\$ 65,741	\$ 69,101	\$ 69,101	\$ 71,784	\$ 74,378	\$ 77,079	\$ 79,804	\$ 81,168	\$ 82,538
5	\$ 63,082	\$ 65,795	\$ 68,524	\$ 71,796	\$ 71,796	\$ 74,615	\$ 77,229	\$ 79,896	\$ 82,677	\$ 84,079	\$ 85,478
6	\$ 65,788	\$ 68,515	\$ 71,260	\$ 74,538	\$ 74,538	\$ 77,432	\$ 80,135	\$ 82,863	\$ 85,683	\$ 87,102	\$ 88,525
7	\$ 68,493	\$ 71,231	\$ 73,998	\$ 77,276	\$ 77,276	\$ 80,246	\$ 83,030	\$ 85,829	\$ 88,686	\$ 90,130	\$ 91,570
8	\$ 71,194	\$ 73,949	\$ 76,734	\$ 80,016	\$ 80,016	\$ 83,062	\$ 85,923	\$ 88,793	\$ 91,688	\$ 93,157	\$ 94,618
9	\$ 73,900	\$ 76,669	\$ 79,470	\$ 82,755	\$ 82,755	\$ 85,876	\$ 88,815	\$ 91,762	\$ 94,695	\$ 96,180	\$ 97,666
10	\$ 76,602	\$ 79,383	\$ 82,205	\$ 85,491	\$ 85,491	\$ 88,686	\$ 91,708	\$ 94,730	\$ 97,693	\$ 99,201	\$ 100,709
11	\$ 78,927	\$ 81,975	\$ 84,981	\$ 88,341	\$ 88,341	\$ 91,653	\$ 94,756	\$ 97,726	\$ 100,574	\$ 102,120	\$ 103,667
12	\$ 81,251	\$ 84,573	\$ 87,761	\$ 91,193	\$ 91,193	\$ 94,624	\$ 97,806	\$ 100,720	\$ 103,454	\$ 105,039	\$ 106,624
13	\$ 83,574	\$ 87,167	\$ 90,543	\$ 94,039	\$ 94,039	\$ 97,594	\$ 100,856	\$ 103,716	\$ 106,331	\$ 107,959	\$ 109,586
14	\$ 85,986	\$ 89,477	\$ 93,321	\$ 96,969	\$ 96,969	\$ 100,661	\$ 103,858	\$ 106,734	\$ 109,301	\$ 110,969	\$ 112,634
15	\$ 88,393	\$ 91,783	\$ 96,101	\$ 99,897	\$ 99,897	\$ 103,730	\$ 106,857	\$ 109,754	\$ 112,268	\$ 113,972	\$ 115,680
16	\$ 89,233	\$ 92,659	\$ 97,022	\$ 100,820	\$ 100,820	\$ 104,689	\$ 107,835	\$ 110,741	\$ 113,242	\$ 114,958	\$ 116,669
17	\$ 90,074	\$ 93,535	\$ 97,940	\$ 101,742	\$ 101,742	\$ 105,650	\$ 108,807	\$ 111,725	\$ 114,212	\$ 115,938	\$ 117,661
18	\$ 90,914	\$ 94,412	\$ 98,858	\$ 102,669	\$ 102,669	\$ 106,609	\$ 109,782	\$ 112,715	\$ 115,181	\$ 116,917	\$ 118,651
19	\$ 92,175	\$ 95,727	\$ 100,237	\$ 104,056	\$ 104,056	\$ 108,044	\$ 111,246	\$ 114,198	\$ 116,641	\$ 118,388	\$ 120,133
20	\$ 93,436	\$ 97,043	\$ 101,613	\$ 105,444	\$ 105,444	\$ 109,484	\$ 115,883	\$ 118,847	\$ 121,269	\$ 123,031	\$ 124,792
21	\$ 94,274	\$ 97,916	\$ 102,533	\$ 106,367	\$ 106,367	\$ 110,444	\$ 116,856	\$ 119,834	\$ 122,242	\$ 124,014	\$ 125,783
22	\$ 95,115	\$ 99,261	\$ 103,453	\$ 107,292	\$ 107,292	\$ 111,403	\$ 117,832	\$ 120,821	\$ 123,215	\$ 124,995	\$ 126,775
23	\$ 95,956	\$ 99,669	\$ 104,371	\$ 108,219	\$ 108,219	\$ 112,363	\$ 118,809	\$ 121,809	\$ 124,184	\$ 125,977	\$ 127,764
24	\$ 97,216	\$ 100,988	\$ 105,752	\$ 109,607	\$ 109,607	\$ 113,800	\$ 120,270	\$ 123,290	\$ 125,641	\$ 127,447	\$ 129,247
25	\$ 98,480	\$ 102,302	\$ 107,126	\$ 110,993	\$ 110,993	\$ 115,239	\$ 121,732	\$ 124,768	\$ 127,101	\$ 128,918	\$ 130,737

# Appendix A-1

Employeess hired before July 1, 2018

Step					Post 17-18 Hires	2018-19 New Schedule							
	BA	BA+15	BA+30	BA+60	BA	MA NEW	MA+15 NEW	MA+30 NEW	MA+45 NEW	MA+60 NEW	MA+75 NEW	PhD NEW	
1	\$ 53,078	\$ 54,978	\$ 57,527	\$ 61,068	\$ 54,527	\$ 61,068		\$ 65,917		\$ 71,479	\$ 72,793	\$ 74,107	
2	\$ 55,677	\$ 57,690	\$ 60,242	\$ 63,737	\$ 55,527	\$ 62,068		\$ 66,917		\$ 72,479	\$ 73,793	\$ 75,107	
3	\$ 58,276	\$ 60,404	\$ 62,955	\$ 66,404	\$ 57,527	\$ 64,068		\$ 68,917		\$ 74,479	\$ 75,793	\$ 77,107	
4	\$ 60,680	\$ 63,099	\$ 65,741	\$ 69,101	\$ 59,527	\$ 66,068		\$ 70,917		\$ 76,479	\$ 77,793	\$ 79,107	
5	\$ 63,082	\$ 65,795	\$ 68,524	\$ 71,796	\$ 64,527	\$ 71,796		\$ 77,229		\$ 82,677	\$ 84,079	\$ 85,478	
6	\$ 65,788	\$ 68,515	\$ 71,260	\$ 74,538	\$ 66,140	\$ 73,591	\$ 76,480	\$ 79,160	\$ 81,893	\$ 84,744	\$ 86,181	\$ 87,615	
7	\$ 68,493	\$ 71,231	\$ 73,998	\$ 77,276	\$ 67,794	\$ 75,431	\$ 78,392	\$ 81,139	\$ 83,941	\$ 86,863	\$ 88,335	\$ 89,805	
8	\$ 71,194	\$ 73,949	\$ 76,734	\$ 80,016	\$ 69,489	\$ 77,316	\$ 80,352	\$ 83,167	\$ 86,039	\$ 89,034	\$ 90,544	\$ 92,050	
9	\$ 73,900	\$ 76,669	\$ 79,470	\$ 82,755	\$ 71,226	\$ 79,249	\$ 82,361	\$ 85,246	\$ 88,190	\$ 91,260	\$ 92,807	\$ 94,352	
10	\$ 76,602	\$ 79,383	\$ 82,205	\$ 85,491	\$ 73,006	\$ 81,231	\$ 84,420	\$ 87,378	\$ 90,395	\$ 93,541	\$ 95,128	\$ 96,711	
11	\$ 78,927	\$ 81,975	\$ 84,981	\$ 88,341	\$ 74,832	\$ 83,261	\$ 86,531	\$ 89,562	\$ 92,655	\$ 95,880	\$ 97,506	\$ 99,128	
12	\$ 81,251	\$ 84,573	\$ 87,761	\$ 91,193	\$ 76,702	\$ 85,343	\$ 88,694	\$ 91,801	\$ 94,971	\$ 98,277	\$ 99,944	\$ 101,606	
13	\$ 83,574	\$ 87,167	\$ 90,543	\$ 94,039	\$ 78,620	\$ 87,476	\$ 90,911	\$ 94,096	\$ 97,346	\$ 100,734	\$ 102,442	\$ 104,147	
14	\$ 85,986	\$ 89,477	\$ 93,321	\$ 96,969	\$ 80,585	\$ 89,663	\$ 93,184	\$ 96,448	\$ 99,779	\$ 103,252	\$ 105,003	\$ 106,750	
15	\$ 88,393	\$ 91,783	\$ 96,101	\$ 99,897	\$ 82,600	\$ 91,905	\$ 95,514	\$ 98,860	\$ 102,274	\$ 105,834	\$ 107,628	\$ 109,419	
16	\$ 89,233	\$ 92,659	\$ 97,022	\$ 100,820	\$ 84,665	\$ 94,203	\$ 97,901	\$ 101,331	\$ 104,830	\$ 108,479	\$ 111,019	\$ 112,155	
17	\$ 90,074	\$ 93,535	\$ 97,940	\$ 101,742	\$ 86,782	\$ 96,558	\$ 100,349	\$ 103,864	\$ 107,451	\$ 111,191	\$ 113,999	\$ 114,958	
18	\$ 90,914	\$ 94,412	\$ 98,858	\$ 102,669	\$ 88,951	\$ 98,972	\$ 102,858	\$ 106,461	\$ 110,138	\$ 113,971	\$ 115,904	\$ 117,832	
19	\$ 92,175	\$ 95,727	\$ 100,237	\$ 104,056	\$ 91,175	\$ 101,446	\$ 105,429	\$ 109,123	\$ 112,891	\$ 116,820	\$ 118,001	\$ 120,778	
20	\$ 93,436	\$ 97,043	\$ 101,613	\$ 105,444	\$ 93,454	\$ 103,982	\$ 108,065	\$ 111,851	\$ 115,713	\$ 119,741	\$ 121,771	\$ 123,194	
21	\$ 94,274	\$ 97,916	\$ 102,533	\$ 106,367	\$ 95,791	\$ 106,582	\$ 110,766	\$ 114,647	\$ 118,606	\$ 122,734	\$ 124,816	\$ 125,658	
22	\$ 95,115	\$ 99,261	\$ 103,453	\$ 107,292	\$ 98,185	\$ 109,246	\$ 112,982	\$ 117,513	\$ 121,571	\$ 125,189	\$ 127,312	\$ 128,171	
23	\$ 95,956	\$ 99,669	\$ 104,371	\$ 108,219	\$ 100,640	\$ 111,431	\$ 115,241	\$ 119,863	\$ 124,003	\$ 127,693	\$ 129,858	\$ 130,734	
24	\$ 97,216	\$ 100,988	\$ 105,752	\$ 109,607	\$ 103,156	\$ 113,660	\$ 117,546	\$ 122,261	\$ 126,483	\$ 130,247	\$ 132,455	\$ 133,349	
25	\$ 98,480	\$ 102,302	\$ 107,126	\$ 110,993	\$ 105,735	\$ 115,933	\$ 119,897	\$ 124,706	\$ 129,012	\$ 132,852	\$ 135,105	\$ 136,016	
26						\$ 118,251	\$ 122,295	\$ 127,200	\$ 131,593	\$ 135,509	\$ 137,807	\$ 138,736	
27						\$ 120,617	\$ 124,741	\$ 129,744	\$ 134,224	\$ 138,219	\$ 140,563	\$ 141,511	
28						\$ 123,029	\$ 127,236	\$ 132,339	\$ 136,909	\$ 140,983	\$ 143,374	\$ 144,341	
29						\$ 125,489	\$ 129,780	\$ 134,986	\$ 139,647	\$ 143,803	\$ 146,242	\$ 147,228	
30						\$ 127,999	\$ 132,376	\$ 137,685	\$ 142,440	\$ 146,679	\$ 149,166	\$ 150,172	



2019-20

1.005

Step	BA	BA+15	BA+30	BA+60	BA	MA NEW	MA+15 NEW	MA+30 NEW	MA+45 NEW	MA+60 NEW	MA+75 NEW	PhD NEW
1	\$ 53,343	\$ 55,253	\$ 57,815	\$ 61,373	\$ 54,800	\$ 61,373		\$ 66,247		\$ 71,836	\$ 73,157	\$ 74,478
2	\$ 55,955	\$ 57,978	\$ 60,543	\$ 64,056	\$ 55,805	\$ 62,378		\$ 67,252		\$ 72,841	\$ 74,162	\$ 75,483
3	\$ 58,567	\$ 60,706	\$ 63,270	\$ 66,736	\$ 57,815	\$ 64,388		\$ 69,262		\$ 74,851	\$ 76,172	\$ 77,493
4	\$ 60,983	\$ 63,414	\$ 66,070	\$ 69,447	\$ 59,825	\$ 66,398		\$ 71,272		\$ 76,861	\$ 78,182	\$ 79,503
5	\$ 63,397	\$ 66,124	\$ 68,867	\$ 72,155	\$ 64,850	\$ 72,155		\$ 77,615		\$ 83,090	\$ 84,499	\$ 85,905
6	\$ 66,117	\$ 68,858	\$ 71,616	\$ 74,911	\$ 66,471	\$ 73,959	\$ 76,863	\$ 79,556	\$ 82,303	\$ 85,168	\$ 86,612	\$ 88,053
7	\$ 68,835	\$ 71,587	\$ 74,368	\$ 77,662	\$ 68,133	\$ 75,808	\$ 78,784	\$ 81,544	\$ 84,360	\$ 87,297	\$ 88,777	\$ 90,254
8	\$ 71,550	\$ 74,319	\$ 77,118	\$ 80,416	\$ 69,836	\$ 77,703	\$ 80,754	\$ 83,583	\$ 86,469	\$ 89,479	\$ 90,997	\$ 92,511
9	\$ 74,270	\$ 77,052	\$ 79,867	\$ 83,169	\$ 71,582	\$ 79,646	\$ 82,773	\$ 85,673	\$ 88,631	\$ 91,716	\$ 93,272	\$ 94,823
10	\$ 76,985	\$ 79,780	\$ 82,616	\$ 85,918	\$ 73,371	\$ 81,637	\$ 84,842	\$ 87,814	\$ 90,847	\$ 94,009	\$ 95,603	\$ 97,194
11	\$ 79,322	\$ 82,385	\$ 85,406	\$ 88,783	\$ 75,206	\$ 83,678	\$ 86,963	\$ 90,010	\$ 93,118	\$ 96,359	\$ 97,993	\$ 99,624
12	\$ 81,657	\$ 84,996	\$ 88,200	\$ 91,649	\$ 77,086	\$ 85,770	\$ 89,137	\$ 92,260	\$ 95,446	\$ 98,768	\$ 100,443	\$ 102,115
13	\$ 83,992	\$ 87,603	\$ 90,996	\$ 94,509	\$ 79,013	\$ 87,914	\$ 91,366	\$ 94,567	\$ 97,832	\$ 101,238	\$ 102,954	\$ 104,667
14	\$ 86,416	\$ 89,924	\$ 93,788	\$ 97,454	\$ 80,988	\$ 90,112	\$ 93,650	\$ 96,931	\$ 100,278	\$ 103,769	\$ 105,528	\$ 107,284
15	\$ 88,835	\$ 92,242	\$ 96,582	\$ 100,396	\$ 83,013	\$ 92,364	\$ 95,991	\$ 99,354	\$ 102,785	\$ 106,363	\$ 108,166	\$ 109,966
16	\$ 89,679	\$ 93,122	\$ 97,507	\$ 101,324	\$ 85,088	\$ 94,674	\$ 98,391	\$ 101,838	\$ 105,355	\$ 109,022	\$ 111,574	\$ 112,715
17	\$ 90,524	\$ 94,003	\$ 98,430	\$ 102,251	\$ 87,216	\$ 97,040	\$ 100,851	\$ 104,384	\$ 107,988	\$ 111,747	\$ 114,569	\$ 115,533
18	\$ 91,369	\$ 94,884	\$ 99,352	\$ 103,182	\$ 89,396	\$ 99,466	\$ 103,372	\$ 106,993	\$ 110,688	\$ 114,541	\$ 116,483	\$ 118,422
19	\$ 92,636	\$ 96,206	\$ 100,738	\$ 104,576	\$ 91,631	\$ 101,953	\$ 105,956	\$ 109,668	\$ 113,455	\$ 117,405	\$ 118,591	\$ 121,382
20	\$ 93,903	\$ 97,528	\$ 102,121	\$ 105,971	\$ 93,922	\$ 104,502	\$ 108,605	\$ 112,410	\$ 116,292	\$ 120,340	\$ 122,380	\$ 123,810
21	\$ 94,745	\$ 98,406	\$ 103,046	\$ 106,899	\$ 96,270	\$ 107,114	\$ 111,320	\$ 115,220	\$ 119,199	\$ 123,348	\$ 125,440	\$ 126,286
22	\$ 95,591	\$ 99,757	\$ 103,970	\$ 107,828	\$ 98,676	\$ 109,792	\$ 113,547	\$ 118,101	\$ 122,179	\$ 125,815	\$ 127,949	\$ 128,812
23	\$ 96,436	\$ 100,167	\$ 104,893	\$ 108,760	\$ 101,143	\$ 111,988	\$ 115,818	\$ 120,463	\$ 124,623	\$ 128,331	\$ 130,508	\$ 131,388
24	\$ 97,702	\$ 101,493	\$ 106,281	\$ 110,155	\$ 103,672	\$ 114,228	\$ 118,134	\$ 122,872	\$ 127,115	\$ 130,898	\$ 133,118	\$ 134,016
25	\$ 98,972	\$ 102,814	\$ 107,662	\$ 111,548	\$ 106,264	\$ 116,513	\$ 120,497	\$ 125,329	\$ 129,657	\$ 133,516	\$ 135,780	\$ 136,696
26						\$ 118,843	\$ 122,907	\$ 127,836	\$ 132,251	\$ 136,186	\$ 138,496	\$ 139,430
27						\$ 121,220	\$ 125,365	\$ 130,393	\$ 134,896	\$ 138,910	\$ 141,266	\$ 142,218
28						\$ 123,644	\$ 127,872	\$ 133,000	\$ 137,593	\$ 141,688	\$ 144,091	\$ 145,063
29						\$ 126,117	\$ 130,429	\$ 135,660	\$ 140,345	\$ 144,522	\$ 146,973	\$ 147,964
30						\$ 128,639	\$ 133,038	\$ 138,374	\$ 143,152	\$ 147,412	\$ 149,912	\$ 150,923

## APPENDIX B

### EXTRA-CURRICULAR ACTIVITY STIPENDS

*(Numbers in parenthesis indicate the number of advisors per club)*

	2018-2019	2019-2020-	***2020-21- 2022-23
<b>INCREASE:</b>			
<b>HIGH SCHOOL</b>			
Art Club (1)	\$2,969	\$2,999	
Business Honor Society (1)	\$2,969	\$2,999	
Business Service Club (2)	\$2,969	\$2,999	
Chamber Choir (1)	\$2,969	\$2,999	
Chamber Players (9th) (1)	\$2,969	\$2,999	
Chamber Ensemble (1)	\$2,969	\$2,999	
Chess Club (1)	\$2,309	\$2,332	
Choir (Select Choir) - 9th Gr (1)	\$2,969	\$2,999	
Choreographer (Musical) (1)	\$4,618	\$4,664	
Class Advisors - 9 <sup>th</sup> (2)	\$2,969	\$2,999	
Costume (Fall Production) (1)	\$958	\$968	
Costumes (Musical) (1)	\$1,978	\$1,998	
DECA (1)	\$2,969	\$2,999	
Environmental Club (1)	\$2,309	\$2,332	
FBLA (1)	\$2,969	\$2,999	
Fishing Club (1)	\$2,309	\$2,332	
Flag Team (1)	\$2,969	\$2,999	
Foreign Language Honor Society (1)	\$1,978	\$1,998	
French Club (1)	\$2,309	\$2,332	
Helping Hands (1)	\$2,309	\$2,332	
Interact Club (1)	\$2,969	\$2,999	
International Club (1)	\$2,969	\$2,999	
Italian Club (1)	\$2,309	\$2,332	
Jazz Band (1)	\$2,969	\$2,999	
Jazz Choir (1)	\$2,969	\$2,999	
Jazz Ensemble (1)	\$2,969	\$2,999	
Junior Class (2)	\$2,969	\$2,999	
Key Club (1)	\$2,969	\$2,999	
Latin Dance (1)	\$2,969	\$2,999	
LI Challenge (1)	\$2,113	\$2,134	
LI Quiz Bowl (1)	\$1,977	\$1,997	
Literary Magazine (2)	\$2,969	\$2,999	
Make-up (Fall Production) (1)	\$494	\$499	
Make-up (Musical) (1)	\$990	\$1,000	
Marching Band Asst Director (1)	\$2,969	\$2,999	
Marching Band Director (1)	\$3,958	\$3,998	

Math Club (1)	\$2,309	\$2,332	
Math Club -9 <sup>th</sup> (1)	\$1,978	\$1,998	
Math Honor Society (1)	\$1,978	\$1,998	
Medical Club (1)	\$2,309	\$2,332	
Mock Trial (1)	\$3,627	\$3,663	
Mock Trial Asst (1)	\$2,309	\$2,332	
Musical Director (1)	\$4,618	\$4,664	
National Honor Society (2)	\$3,627	\$3,663	
Natural Helpers (1)	\$2,969	\$2,999	
Newspaper (1)	\$2,969	\$2,999	
Photography Club (1)	\$2,309	\$2,332	
Pit Band Director (1)	\$4,618	\$4,664	
Props (Fall Production) (1)	\$494	\$499	
Props (Musical) (1)	\$958	\$968	
Rachel's Challenge (1)	\$2,309	\$2,332	
Rehearsal Accompanist (1)	\$4,618	\$4,664	
Renaissance (2)	\$3,627	\$3,663	
Robotics (2)	\$4,618	\$4,664	
Rockettes (1)	\$3,627	\$3,663	
Rockettes (JV) (1)	\$2,969	\$2,999	
SADD (1)	\$2,969	\$2,999	
School Store (1)	\$3,627	\$3,663	
Senior Class (2)	\$4,618	\$4,664	
Set Construction (Fall Production) (1)	\$2,308	\$2,332	
Set Design (Fall Production) (1)	\$2,308	\$2,332	
Set Design (Musical) (1)	\$4,618	\$4,664	
Sophomore Class (2)	\$2,969	\$2,999	
Sound & Light Club (1)	\$2,969	\$2,999	
Sound & Light (Fall Production) (1)	\$1,815	\$1,833	
Sound & Light (Musical) (1)	\$3,627	\$3,663	
Spanish (1)	\$2,309	\$2,332	
Stage Director (Fall Production) (1)	\$4,191	\$4,233	
Stage Director (Musical) (1)	\$5,606	\$5,662	
Step Squad (1)	\$2,969	\$2,999	
Student Government (2)	\$4,618	\$4,664	
Treasurer (1)	\$5,606	\$5,662	
Tri-M Music Honor Society (1)	\$1,978	\$1,998	
Video Club (1)	\$2,309	\$2,332	
Vocal Ensemble (1)	\$2,969	\$2,999	
Writer's Coach (Newspaper) (1)	\$2,309	\$2,332	
Yearbook (2)	\$5,606	\$5,662	
Youth & Government (2)	\$4,618	\$4,664	
Youth & Government Asst (1)	\$2,309	\$2,332	

<b>MIDDLE SCHOOL</b>	<b>2018-2019</b>	<b>2019-20</b>	<b>***2020-21- 2022-23</b>
Art Club (1)	\$2,309	\$2,332	
Chamber Ensemble (1)	\$2,309	\$2,332	
Chess (1)	\$1,978	\$1,998	
Class Advisor - 6 <sup>th</sup> (1)	\$2,309	\$2,332	
Class Advisor - 7 <sup>th</sup> (1)	\$2,309	\$2,332	
Class Advisor - 8 <sup>th</sup> (1)	\$2,309	\$2,332	
Coding Club	\$1,978	\$1,998	
Coffee House Club (1)	\$1,978	\$1,998	
Costume/Make-up	\$727	\$734	
Drama Club (1)	\$2,969	\$2,999	
Environmental Club (1)	\$1,978	\$1,998	
Fishing Club (1)	\$1,978	\$1,998	
Fitness Club (1)	\$1,978	\$1,998	
Garden Club	\$1,978	\$1,998	
Guitar Club	\$1,978	\$1,998	
Home & Career (1)	\$1,978	\$1,998	
Interact (1)	\$2,309	\$2,332	
Internet (1)	\$2,309	\$2,332	
Italian (1)	\$1,978	\$1,998	
Jazz Band (1)	\$2,969	\$2,999	
Kickline (1)	\$2,309	\$2,332	
Literary Magazine (1)	\$2,309	\$2,332	
Math Club - 7 <sup>th</sup> (1)	\$1,978	\$1,998	
Math Club - 8 <sup>th</sup> (1)	\$1,978	\$1,998	
Math Olympiads - 6 <sup>th</sup> (1)	\$2,309	\$2,332	
Mock Trial (1)	\$3,627	\$3,663	
Musical Director (1)	\$2,012	\$2,032	
National Honor Society (2)	\$2,969	\$2,999	
Newspaper (1)	\$2,969	\$2,999	
Peace Project (1)	\$1,978	\$1,998	
Props (1)	\$239	\$241	
Robotics (1)	\$1,978	\$1,998	
SADD (1)	\$1,978	\$1,998	
Science/MST (1)	\$1,978	\$1,998	
Science Research	\$1,978	\$1,998	
Set Construction (1)	\$1,154	\$1,166	
Set Design (1)	\$1,154	\$1,166	
Show Choir (1)	\$2,969	\$2,999	
Sound & Light (1)	\$908	\$917	
Spanish (1)	\$1,978	\$1,998	
Stage Director (1)	\$2,308	\$2,331	
Step Squad (1)	\$2,309	\$2,332	

Student Council (1)	\$3,627	\$3,663	
Table Tennis (1)	\$1,978	\$1,998	
Treasurer (1)	\$2,969	\$2,999	
Woodworking (1)	\$1,978	\$1,998	
Yearbook (1)	\$3,627	\$3,663	
<b>K-5</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>***2020-2021- 2022-23</b>
A/V Building Specialist (1)	\$1,483	\$1,498	
All District Music Festival – Band Conductor (1)	\$1,321	\$1,334	
All District Music Festival – Orchestra Conductor (1)	\$1,321	\$1,334	
All District Music Festival – Chorus Conductor (1)	\$1,321	\$1,334	
All District Music Festival – Chair Person – Band (1)	\$658	\$665	
All District Music Festival – Chair Person – Orchestra (1)	\$658	\$665	
All District Music Festival – Chair Person – Chorus (1)	\$658	\$665	
Art Club (1)	\$1,814	\$1,832	
Elementary Clubs (per hour) (1)	\$61.85	\$62.47	
Intramurals (per hour) (1)	\$61.85	\$62.47	
Math Olympiad (1 per building)	\$2,309	\$2,332	
Science Mentor (1)	\$3,051	\$3,082	
Student Council (1)	\$2,309	\$2,332	
Treasurer (1)	\$4,539	\$4,584	
Yearbook (1)	\$1,978	\$1,998	
<b>MISCELLANEOUS</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>***2020-21- 2022-23</b>
AIS	\$87.47 per hour	\$88.34/hr	
After School Regents Support	\$87.47 per hour	\$88.34/hr	
Ambassadors	\$50 per hour	\$50.50/hr	
AT Evaluator	\$54.11 per hour	\$54.65/hr	
Attendance Mentor (High School)	\$1,000 half year; \$2,000 full year (not to exceed \$90,000)	\$1,010 half year; \$2,020 full year (not to exceed \$90,000)	
Camp Program – Summer Head Coach	\$40 per hour	\$40.4/hr	
Camp Program – Summer Varsity Assistant Coach	\$25 per hour	\$25.25/hr	
Chaperoning (Double Event or Game)	\$176.52	\$178.29	
Chaperoning (Single Event or Game)	\$99.34	\$100.33	

CII (Teacher)	\$71.77 per hour	\$72.49/hr	
CII Social Worker	\$71.77 per hour	\$72.49/hr	
Class Coverage	\$49.96 per class covrg.	\$50.46/class	
College board Testing Coordinator	\$3,500	\$3,535.00	
Credit Recovery	\$51 per hour	\$51.51/hr	
Curriculum Writing	\$35 per hour	\$35.35/hr	
DASA Coordinator	\$1,048 pro-rated for service less than a full school year	1,058.48 pro-rated for service less than a full school year	
Dean of Student Supports (Elementary)	\$3,000 per trimester	\$3,030.00	
Detention	\$47.66	\$48.14/hr	
Driver Education	\$54.11 per hour	\$54.65/hr	
Floyd Academy Stipend	\$70 per class	\$70.70/class	
Homework Clinic (Middles Schools)	\$57 per hour (not to exceed \$10,000 for each middle school)	\$57.57/hr (not to exceed \$10,000 for each middle school)	
Home Instruction	\$54.11 per hour	\$54.65/hr	
Intramurals (per period)	\$61.85 per period	\$62.47	
Kindergarten Screening	Effective July 1, 2018: \$125 per day or \$72 per 3 hour session  Effective January 1, 2019: \$45 per hour	\$45.45/hr	
Lab Recover	\$87.47 per hour	\$88.34/hr	
Lead Chaperone Fine Arts	\$1,317.30	\$1,330.47	
Lead Supervisor for Athletic Events	\$3,848.39	\$3,886.87	
Literacy Collaboration	\$85.65 per hour	\$86.51/hr	
Master Schedule Technician <sup>1</sup>	\$49.96 per hour	\$50.46/hr	
Meet Teacher Night	\$50 per hour	\$50.50/hr	
Mentor Teacher for New Teacher	\$1,000 half year; \$2,000 full year	\$1,010 half year; \$2,020 full year	
Mentor Teacher for Perm Subs.	\$1,000 for 26 hrs for a full school year, pro-rated for less than a full school year	\$1,010 for 26 hrs for a full school year, pro-rated for less than a full school year	
Museum Curator (1)	\$5,000	\$5,050.00	
Music Dept Activities (per hr)	\$61.85 per hour	\$62.47/hr	
NTI Teacher Payment	Teacher Center Rate	Teacher Center Rate	
Parent Trainer	\$87.47 per hour	\$88.34/hr	
Photographer (Double Header)	\$132.40	\$133.72	
Professional Development Workshop Facilitator	\$50 per hour	\$50.50/hr	
PSAT/SAT	Up to 4 hrs: \$99.34	Up to 4	

<sup>1</sup> The work performed by the Master Schedule Technician may, in the sole discretion of the District, be unilaterally assigned to an administrator, regardless of whether the Teachers have exclusively performed such work.

	More than 4 hrs: \$176.52	hours;\$100.33 More than 4 hrs: \$178.29	
Psychologist (10 CSE Meetings)	\$615.71	\$621.87	
Regents	\$87.47 per hour	\$88.34/hr	
Regents Grading (during summer)	\$8.15 per exam	\$8.23/exam	
Science and Advanced Placement Stipend			
Score Keeper (Double Game)	\$132.40	\$133.72	
Score Keeper (Single Game)	\$88.31	\$89.19	
Split Class Coverage	\$25 half day/\$50 full day	\$25.25 half day/ \$50.50 full day	
STEP Program	\$2,309	\$2,332.00	
Summer CSE	Daily Rate	Daily Rate	
Summer Music Instruction	\$48.29 per hour	\$48.77 per hour	
Summer School Music Coordinator	\$614.84	\$620.99	
Superintendent's Conference Day (Honorarium)	\$100 for the day	\$100 for the day	
Time Keeper (Double Game)	\$132.40	\$133.72	
Time Keeper (Single Game)	\$88.31	\$89.19	
Work based Instructor	\$54.11 per hour	\$54.65 per hour	

\*Such as SCMEA, NYSSMA festivals, all state festivals, other instrumental and vocal festivals and/or competitions, festival/competition accompanist, and any additional marching band performances during the school year, etc.

For budgetary reasons or lack of student interest, the positions listed in Appendix B above may not necessarily be filled each year. In addition, teachers who are selected by the District to supervise a club listed in Appendix B shall be paid one-half of the annual stipend set forth above, if the club runs for only one-half of the school year.

\*\*Two other chaperoning opportunities will be posted in a way so that a person applying must agree to attend all events.

\*\*\* Any additional increases shall be governed by Article XVI(H)(Extracurricular Activities/Stipends).

### **Longevity**

- A. Any teacher who has served as an advisor for the same extra-curricular activity continuously for five (5) years shall receive a longevity bonus above their advisor stipend for each subsequent year he advised that activity continuously.
- B. Any teacher who has served as an advisor for the same extra-curricular activity continuously for ten (10) years shall receive a longevity bonus above their advisor stipend for each subsequent year he advised that activity continuously.

- C. For purposes of the longevity payment set forth in this section only, service as a class advisor for the 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> grade classes shall be considered service in the “same extra-curricular activity.”

Clubs	2018-2019		2019-20		2020-21 – 2022-23*	
	5 Years	10 Years	5 Years	10 Years	5 Years	10 Years
High School	\$352.18	\$704.37	\$355.71	\$711.40		
Middle School	\$228.02	\$457.16	\$230.30	\$461.71		
Elementary	\$228.02	\$457.16	\$230.30	\$461.73		

\*Any additional increases shall be governed by Article XVI(H)(Extracurricular Activities/Stipends).



## Appendix C

COACHES	2018-2019	2019-2020	**2020-21- 2022-23
<b>BASEBALL</b>			
Baseball - Head Varsity (1)	\$7,583	\$7,659	
Baseball - Varsity Asst (2)	\$5,771	\$5,829	
Baseball - Head JV (1)	\$5,262	\$5,315	
Baseball - Asst Head JV (1)	\$4,157	\$4,199	
Baseball - Head Freshman (1)	\$4,172	\$4,214	
Baseball Head Middle School (1) (PACA)	\$3,792	\$3,830	
Baseball - Middle School Assistant (1) (PACA)	\$3,000	\$3,030	
Baseball - Head Middle School (1) (WFMS)	\$3,792	\$3,830	
Baseball - Middle School Assistant (1) (WFMS)	\$3,000	\$3,030	
<b>BASKETBALL (Boys)</b>			
Basketball - Head Varsity (1)	\$8,848	\$8,936	
Basketball - Varsity Asst (2)	\$6,361	\$6,425	
Basketball - Head JV (1)	\$5,653	\$5,710	
Basketball - Asst Head JV (1)	\$4,467	\$4,512	
Basketball - Head Freshman (1)	\$4,503	\$4,548	
Basketball Head Middle School (1) (PACA)	\$4,092	\$4,133	
Basketball - Head Middle School (1) (WFMS)	\$4,092	\$4,133	
Basketball - Unified Basketball Coach (1) (PACA)	\$3,566	\$3,602	
Basketball - Unified Basketball Coach (1) (WFMS)	\$3,566	\$3,602	
<b>BASKETBALL (Girls)</b>			
Basketball - Head Varsity (1)	\$8,848	\$8,936	
Basketball - Varsity Asst (2)	\$6,361	\$6,425	
Basketball - Head JV (1)	\$5,653	\$5,710	
Basketball - Asst Head JV (1)	\$4,467	\$4,512	
Basketball - Head Freshman (1)	\$4,503	\$4,548	
Basketball Head Middle School (1) (PACA)	\$4,092	\$4,133	
Basketball - Head Middle School (1) (WFMS)	\$4,092	\$4,133	
<b>BOWLING</b>			
Bowling - Head Varsity (1)	\$5,055	\$5,106	
Bowling - Asst Head Varsity (1)	\$3,993	\$4,033	
<b>CHEERLEADING (2 Seasons)</b>			
Cheerleading - Head Varsity (1)	\$3,627	\$3,663	
Cheerleading - Varsity Assistant (1)	\$3,000	\$3,030	
Cheerleading - Head JV (1)	\$3,301	\$3,334	
Cheerleading - JV Assistant (2)	\$3,000	\$3,030	
Cheerleading - Head Middle School (1) (PACA)	\$2,309	\$2,332	
Cheerleading - Middle School Assistant (1) (PACA)	\$2,000	\$2,020	
Cheerleading - Head Middle School (1) (WFMS)	\$2,309	\$2,332	
Cheerleading - Middle School Assistant (1) (WFMS)	\$2,000	\$2,020	
<b>CROSS COUNTRY (Boys)</b>			
Cross Country - Head Varsity (1)	\$7,827	\$7,905	
Cross Country - Varsity Asst (1)	\$5,480	\$5,535	

Cross Country - Head JV (1)	\$4,987	\$5,037	
Cross Country - JV Asst (1)	\$3,940	\$3,979	
Cross Country - Middle School (1) (PACA)	\$3,611	\$3,647	
Cross Country - Middle School (1) (WFMS)	\$3,611	\$3,647	
<b>CROSS COUNTRY (Girls)</b>			
Cross Country - Head Varsity (1)	\$7,827	\$7,905	
Cross Country - Varsity Asst. (1)	\$5,480	\$5,535	
Cross Country - Head JV (1)	\$4,987	\$5,037	
Cross Country - JV Assistant (1)	\$3,940	\$3,979	
Cross Country - Head Middle School (PACA)	\$3,611	\$3,647	
Cross Country - Head Middle School (WFMS)	\$3,611	\$3,647	
<b>FIELD HOCKEY</b>			
Field Hockey - Head Varsity (1)	\$7,583	\$7,659	
Field Hockey - Varsity Asst (1)	\$5,771	\$5,829	
Field Hockey - Head JV (1)	\$5,262	\$5,315	
Field Hockey - JV Assistant (1)	\$4,172	\$4,214	
Field Hockey - Head Freshman (1)	\$4,172	\$4,214	
Field Hockey - Head Middle School (1) (PACA)	\$3,792	\$3,830	
Field Hockey - Head Middle School (1) (WFMS)	\$3,792	\$3,830	
<b>FOOTBALL</b>			
Football - Head Varsity (1)	\$9,294	\$9,387	
Football - Varsity Asst (4)	\$6,361	\$6,425	
Football - Head JV (1)	\$5,807	\$5,865	
Football - JV Asst (2)	\$4,635	\$4,681	
Football - Head Freshman (2)	\$4,635	\$4,681	
Football - Head Middle School (2)(PACA)	\$4,213	\$4,255	
Football - Middle School Assistant (1) (PACA)	\$4,000	\$4,040	
Football - Head Middle School (2) (WFMS)	\$4,213	\$4,255	
Football - Middle School Assistant (1) (WFMS)	\$4,000	\$4,040	
<b>GOLF</b>			
Golf - Head Varsity (1)	\$5,055	\$5,106	
Golf - Head JV (1)	\$4,273	\$4,316	
<b>GYMNASTICS</b>			
Gymnastics - Head Varsity (1)	\$7,583	\$7,659	
Gymnastics - Varsity Asst (1)	\$5,771	\$5,829	
Gymnastics - Head JV (1)	\$5,262	\$5,315	
Gymnastics - JV Assistant (1)	\$4,172	\$4,214	
Gymnastics - Head Freshman (1)	\$4,172	\$4,214	
Gymnastics Head Middle School (1) (PACA)	\$3,792	\$3,830	
Gymnastics - Head Middle School (1) (WFMS)	\$3,792	\$3,830	
<b>LACROSSE (Boys)</b>			
Lacrosse - Head Varsity (1)	\$7,583	\$7,659	
Lacrosse - Varsity Asst (2)	\$5,771	\$5,829	
Lacrosse - Head JV (1)	\$5,262	\$5,315	
Lacrosse - JV Assistant (1)	\$4,172	\$4,214	
Lacrosse - Head Freshman (1)	\$4,172	\$4,214	

Lacrosse – Head Middle School (2) (PACA)	\$3,792	\$3,830	
Lacrosse – Middle School Assistant (1) (PACA)	\$3,000	\$3,030	
Lacrosse – Head Middle School (2) (WFMS)	\$3,792	\$3,830	
Lacrosse – Middle School Assistant (1) (WFMS)	\$3,000	\$3,030	
<b>LACROSSE (Girls)</b>			
Lacrosse – Head Varsity (1)	\$7,583	\$7,659	
Lacrosse – Varsity Asst (2)	\$5,771	\$5,829	
Lacrosse – Head JV (1)	\$5,262	\$5,315	
Lacrosse – JV Assistant (1)	\$4,172	\$4,214	
Lacrosse – Head Freshman (1)	\$4,172	\$4,214	
Lacrosse – Head Middle School (2) (PACA)	\$3,792	\$3,830	
Lacrosse – Middle School Assistant (1) (PACA)	\$3,000	\$3,030	
Lacrosse – Head Middle School (2) (WFMS)	\$3,792	\$3,830	
Lacrosse – Middle School Assistant (1) (WFMS)	\$3,000	\$3,030	
<b>SOCCER (Boys)</b>			
Soccer - Head Varsity (1)	\$7,583	\$7,659	
Soccer - Varsity Asst (2)	\$5,771	\$5,829	
Soccer - Head JV (1)	\$5,262	\$5,315	
Soccer - Asst JV (2)	\$4,172	\$4,214	
Soccer – Head Freshman (1)	\$4,172	\$4,214	
Soccer – Head Middle School (1) (PACA)	\$3,792	\$3,830	
Soccer – Middle School Assistant (1) (PACA)	\$3,000	\$3,030	
Soccer – Head Middle School (1) (WFMS)	\$3,792	\$3,830	
Soccer – Middle School Assistant (1) (WFMS)	\$3,000	\$3,030	
<b>SOCCER (Girls)</b>			
Soccer – Head Varsity (1)	\$7,583	\$7,659	
Soccer – Varsity Asst (2)	\$5,771	\$5,829	
Soccer – Head JV (1)	\$5,262	\$5,315	
Soccer – Asst JV (2)	\$4,172	\$4,214	
Soccer – Head Freshman (1)	\$4,172	\$4,214	
Soccer – Head Middle School (1) (PACA)	\$3,792	\$3,830	
Soccer – Middle School Assistant (1) (PACA)	\$3,000	\$3,030	
Soccer – Head Middle School (1) (WFMS)	\$3,792	\$3,830	
Soccer – Middle School Assistant (1) (WFMS)	\$3,000	\$3,030	
<b>SOFTBALL</b>			
Softball - Head Varsity (1)	\$7,583	\$7,659	
Softball - Varsity Asst (2)	\$5,771	\$5,829	
Softball - Head JV (1)	\$5,262	\$5,315	
Softball - Asst JV (1)	\$4,172	\$4,214	
Softball – Head Freshman (1)	\$4,172	\$4,214	
Softball - Head Middle School (1)(PACA)	\$3,792	\$3,830	
Softball – Head Middle School (1) (WFMS)	\$3,792	\$3,830	
<b>SPRING TRACK (Boys)</b>			
Spring Track - Head Varsity (1)	\$7,583	\$7,659	
Spring Track - Varsity Asst (2)	\$5,771	\$5,829	
Spring Track - Head JV (1)	\$5,262	\$5,315	

Spring Track - Asst JV (2)	\$4,172	\$4,214	
Spring Track - Head Middle School (2) (PACA)	\$3,792	\$3,830	
Spring Track - Head Middle School (2) (WFMS)	\$3,792	\$3,830	
<b>SPRING TRACK (Girls)</b>			
Spring Track - Head Varsity (1)	\$7,583	\$7,659	
Spring Track - Varsity Asst (2)	\$5,771	\$5,829	
Spring Track - Head JV (1)	\$5,262	\$5,315	
Spring Track - Asst JV (2)	\$4,172	\$4,214	
Spring Track - Head Middle School (2) (PACA)	\$3,792	\$3,830	
Spring Track - Head Middle School (2) (WFMS)	\$3,792	\$3,830	
<b>STRENGTH AND CONDITIONING (3 Seasons)</b>			
Strength and conditioning - Head (1)	\$4,500 per season	\$4,545 per season	
<b>SWIMMING (Boys)</b>			
Swimming - Head Varsity (1)	\$7,583	\$7,659	
Swimming - Varsity Asst (1)	\$4,172	\$5,829	
<b>SWIMMING (Girls)</b>			
Swimming - Head Varsity (1)	\$7,583	\$7,659	
Swimming - Varsity Asst (1)	\$4,172	\$5,829	
<b>TENNIS (Boys)</b>			
Tennis - Head Varsity (1)	\$6,741	\$6,808	
Tennis - Head JV (1)	\$4,715	\$4,762	
Tennis - JV Assistant (1)	\$4,000	\$4,040	
Tennis - Head Freshman (1)	\$3,706	\$3,743	
Tennis - Head Middle School (1) (PACA)	\$3,372	\$3,406	
Tennis - Head Middle School (1) (WFMS)	\$3,372	\$3,406	
<b>TENNIS (Girls)</b>			
Tennis - Head Varsity (1)	\$6,741	\$6,808	
Tennis - Head JV (1)	\$4,715	\$4,762	
Tennis - JV Assistant (1)	\$4,000	\$4,040	
Tennis - Head Freshman (1)	\$3,706	\$3,743	
Tennis - Head Middle School (2) (PACA)	\$3,372	\$3,406	
Tennis - Head Middle School (2) (WFMS)	\$3,372	\$3,406	
<b>VOLLEYBALL</b>			
Volleyball - Head Varsity (1)	\$7,583	\$7,659	
Volleyball - Varsity Asst (1)	\$5,771	\$5,829	
Volleyball - Head JV (1)	\$5,262	\$5,315	
Volleyball - JV Assistant (1)	\$4,172	\$4,214	
Volleyball - Head Freshman (1)	\$4,172	\$4,214	
Volleyball - Head Middle School (1) (PACA)	\$3,792	\$3,830	
Volleyball - Head Middle School (1) (WFMS)	\$3,792	\$3,830	
<b>WINTER TRACK (Boys)</b>			
Winter Track - Head Varsity (1)	\$7,827	\$7,905	
Winter Track - Varsity Asst (1)	\$5,480	\$5,535	
Winter Track - Head JV (1)	\$4,987	\$5,037	
Winter Track - JV Asst (1)	\$3,940	\$3,979	

<b>WINTER TRACK (Girls)</b>			
Winter Track – Head Varsity (1)	\$7,827	\$7,905	
Winter Track – Varsity Asst (1)	\$5,480	\$5,535	
Winter Track – Head JV (1)	\$4,987	\$5,037	
Winter Track – JV Assistant (1)	\$3,940	\$3,979	
<b>WRESTLING</b>			
Wrestling - Head Varsity (1)	\$8,848	\$8,936	
Wrestling - Varsity Asst (2)	\$6,989	\$7,059	
Wrestling - Head JV (1)	\$5,653	\$5,710	
Wrestling – JV Assistant (1)	\$4,000	\$4,040	
Wrestling Head Freshman (1)	\$4,503	\$4,548	
Wrestling – Head Middle School (2) (PACA)	\$4,092	\$4,133	
Wrestling – Head Middle School (2) (WFMS)	\$4,092	\$4,133	

**\*\* Any additional increases shall be governed by Article XVI(H)(Extracurricular Activities/Stipends).**

For budgetary reasons or lack of student interest, the positions listed in Appendix C above may not necessarily be filled each year.

Salaries for these positions will be paid if positions are filled.

Coaches shall be compensated for post-season playoff and championship competition at the rate of one and one-quarter (1.25%) percent of their coaching stipend for each day of practice and one and one-half (1.5%) percent of their coaching stipend for each game or meet. A coach of cross country or winter track shall receive a minimum of ten (10%) percent of his coaching stipend, even if his practices/games/meets do not total that amount, if his team or any individual member of that team competes at the statewide level of postseason playoff and championship competition.

A coach of a team that qualifies for post-season play shall be compensated for such time at the conclusion of his/her season.

It is understood that coaches' of girls' teams will maintain parity in salary with coaches of boys' teams only if their teams are comparable in length of seasons, number of contests, number of scrimmages, number of practices, length of practice seasons and number of team members.

The Board shall pay the expenses (including fees, meals, lodging, transportation and registration fees) incurred by varsity head coaches in attending coaching clinics and other professional improvement sessions approved by the Superintendent of Schools and limited one (1) per year per sport. Other coaches shall receive reimbursement of fees and District expenses for meals and mileage incurred while attending such clinics and other professional improvement sessions in Nassau and Suffolk Counties.

Coaches will have an option to either have their salary paid in installments or at the end of the season.

Varsity, Junior Varsity and freshman level coaches shall be paid in six (6) equal amounts. Coaches of Junior High teams shall be paid in five (5) equal amounts. These payments will include regular season stipends and longevity. Payments will begin within three (3) weeks of the start of the season.

A coach can opt to receive one (1) payment at the conclusion of the season only if he/she requests it in writing prior to the beginning of the season.

**Longevity:**

- A. Any coach who has coached the same sport continuously for five (5) years shall receive a longevity bonus above their coaching stipend for each subsequent year he coaches that sport continuously.
- B. Any coach who has coached the same sport continuously for ten (10) years shall receive a longevity bonus above their coaching stipend for each subsequent year he coaches that sport continuously.

Longevity shall be as follows:

	2018-2019		2019-2020		2020-21-2022-23*	
<b>Head Varsity</b>	<b>5 Years</b>	<b>10 Years</b>	<b>5 Years</b>	<b>10 Years</b>	<b>5 Years</b>	<b>10 Years</b>
Football	\$363	\$728	\$367	\$735		
Basketball and Wrestling	\$345	\$692	\$348	\$699		
Baseball, Softball, Volleyball	\$331	\$656	\$334	\$663		
Soccer, Spring Track, Field Hockey	\$331	\$656	\$334	\$663		
Gymnastics, Cheerleading, Lacrosse and Swimming	\$331	\$656	\$334	\$663		
Cross Country and Winter Track	\$308	\$620	\$311	\$626		
Tennis	\$291	\$581	\$294	\$593		
Bowling and Golf	\$219	\$437	\$221	\$441		
<b>Varsity Assistants</b>	<b>5 Years</b>	<b>10 Years</b>	<b>5 Years</b>	<b>10 Years</b>	<b>5 Years</b>	<b>10 Years</b>
Football	\$256	\$509	\$259	\$514		
Basketball and Wrestling	\$243	\$485	\$245	\$490		
Baseball, Softball, Volleyball	\$230	\$459	\$232	\$464		
Soccer, Spring Track, Field Hockey	\$230	\$459	\$232	\$464		
Gymnastics, Cheerleading, Lacrosse and Swimming	\$230	\$459	\$232	\$464		
Cross Country and Winter Track	\$218	\$435	\$220	\$439		

<b>Head Junior Varsity</b>	<b>5 Years</b>	<b>10 Years</b>	<b>5 Years</b>	<b>10 Years</b>	<b>5 Years</b>	<b>10 Years</b>
Football	\$236	\$473	\$238	\$478		
Basketball and Wrestling	\$225	\$452	\$227	\$457		
Baseball, Softball, Volleyball	\$225	\$452	\$227	\$457		
Soccer, Spring Track, Field Hockey	\$225	\$452	\$227	\$457		
Gymnastics, Cheerleading, Lacrosse and Swimming	\$212	\$427	\$214	\$431		
Cross Country and Winter Track	\$201	\$403	\$203	\$407		
Tennis	\$190	\$379	\$192	\$383		
<b>Assist Junior Varsity and Freshman</b>	<b>5 Years</b>	<b>10 Years</b>	<b>5 Years</b>	<b>10 Years</b>	<b>5 Years</b>	<b>10 Years</b>
Football	\$201	\$402	\$203	\$408		
Basketball and Wrestling	\$191	\$380	\$193	\$384		
Baseball, Softball, Volleyball	\$191	\$380	\$193	\$384		
Soccer, Spring Track, Field Hockey	\$191	\$380	\$193	\$384		
Gymnastics, Cheerleading, Lacrosse and Swimming	\$179	\$361	\$181	\$365		
Cross Country and Winter Track	\$169	\$341	\$171	\$344		
Tennis	\$160	\$321	\$162	\$324		
<b>Middle Schools</b>	<b>5 Years</b>	<b>10 Years</b>	<b>5 Years</b>	<b>10 Years</b>	<b>5 Years</b>	<b>10 Years</b>
Football	\$182	\$363	\$184	\$367		
Basketball, Unified Basketball, Wrestling	\$170	\$345	\$172	\$348		
Baseball, Softball, Volleyball	\$170	\$345	\$172	\$348		
Soccer, Spring Track, Field Hockey	\$170	\$345	\$172	\$348		
Gymnastics, Cheerleading, Lacrosse and Swimming	\$165	\$328	\$167	\$331		
Cross Country and Winter Track	\$155	\$310	\$157	\$313		
Tennis	\$146	\$407	\$147	\$411		

\* Any additional increases shall be governed by Article XVI(H)(Extracurricular Activities/Stipends

## DEPARTMENT CHAIRPERSONS

Department	Recommended Assignment	Additional Compensation
Committee on Special Education	None	None
Special Education	2 Classes	7%
English	2 Classes	8%
Social Studies	2 Classes	8%
Science	2 Classes (plus lab)	8%
Mathematics	2 Classes	8%
Foreign Language	2 Classes	8%
Business, CTE and Technology	2 Classes	8%
Business (Occ. Ed.)	3 Classes	7%
Technology (Occ. Ed.)	3 Classes	7%
Physical Ed./Health/Home & Career	2 Classes	7%
Fine Arts (2)	2 Classes	7%
Library	3 Classes	8%
Guidance	3/5 of the average building caseload	10%
Social Work	3/5 of the average building caseload	8%

**Note:** The percent of compensation indicated above will be paid whenever these department chairperson positions are filled. For budgetary reasons, the positions listed in Appendix D above may not necessarily be filled each year.

\* Remuneration for department chairpersons shall be the listed percentage in this column, multiplied by the department chairperson's annual salary as indicated in Appendices A-1, A-2, A-3 and A-4.

LEAD TEACHERS

1. The position(s) of Lead Teacher shall be posted on an annual basis.
2. Lead Teachers shall be released from performing a supervisory duty.
3. Lead Teachers shall be released from one (1) regular assigned teaching period per building to which they are assigned.
4. Lead Teachers shall be paid an annual stipend equal to 4% of their base salary.



## **SUMMER WORK FOR LEAD TEACHERS/DEPARTMENT CHAIRPERSONS**

The District and the Department Chairperson(s) and/or Lead Teacher(s) may mutually agree to schedule additional work days during the summer (*i.e.*, between the close of school and the beginning of school). Should the Department Chairperson(s) and/or Lead Teacher(s) agree to work during the summer, the Department Chairperson(s) and/or Lead Teacher(s) shall be compensated for such work at the rate of 1/200<sup>th</sup> the individual's base salary.

## **PSYCHOLOGISTS**

Psychologists shall be entitled to a stipend of \$615.71 for the 2018-2019 school year and \$62187 for the 2019-2020 school year, payable in June of each year provided they have chaired ten (10) CSE meetings and have submitted an invoice to the District identifying those ten (10) meetings. Effective July 1, 2020, July 1, 2021 and July 1, 2022 respectively, any increases to the stipend rate set forth above shall be in accordance with Article XVI(H) (Extracurricular Activities/Stipends).

## **DEANS**

Teachers may apply to perform the duties of Dean of Student Supports at their respective schools. The District shall have the sole discretion to select from among those qualified teachers who apply for the Dean of Student Supports position(s), to determine the number of individuals selected and to determine the duration of their participation in these positions.

The duties of the Dean of Students Supports shall be limited to issues of student management and professional support to teachers, including but not limited to student supervision in the hallways and cafeteria, out of supervision, attendance and lateness, providing mediations in the resolution of student conflict, meeting with students and parents, establishing and engaging in parental communication and/or other student disciplinary issues which may result from behavior violations identified during their assigned periods, and other similar duties. Each Dean of Student Supports will report directly to their assigned Assistant Principal.

The District is not required to fill the position of Dean of Student Supports and the District, in its sole discretion, may transfer any or all of the job duties performed by a Dean of Student Supports to an administrator, regardless of whether the Teachers have exclusively performed such work.

### **1. Dean of Student Supports - Elementary**

Teachers who are assigned to an elementary school and are selected to be a Dean of Student Supports in their respective elementary school, shall be paid a stipend of three thousand (\$3,000) dollars per trimester, pro-rated for service of less than a full trimester (60 school days). Those individuals selected as a Dean of Student Support will not receive a Preparation Period for which they would otherwise have contractually been eligible, and they expressly waive their rights thereto while

serving as a Dean of Student Supports. In addition, teachers who are selected to be a Dean of Student Supports shall be expected to be available at the beginning of school (including during the half-hour before students arrive), to be present outdoors for student arrival, and to be present outdoors for bus dismissal.

Effective July 1, 2019, July 1, 2020, July 1, 2021 and July 1, 2022 respectively, any increases to the stipend rate set forth above shall be in accordance with Article XVI(H) (Extracurricular Activities/Stipends).

Those teachers who have been selected shall retain the right to cease performing Dean of Student Supports duties and instead return to performance of their regular teaching duties upon reasonable notice to the District, so as to be least disruptive to the educational process.

## **2. Dean of Student Supports - Middle School**

Teachers who are assigned to Paca Middle School and/or William Floyd Middle School and are selected to be a Dean of Student Supports in their respective school, shall be relieved of their one (1) supervisory duty each day while assigned as a Dean of Student Supports. Such teachers shall not receive pecuniary remuneration for the performance of the Dean of Student Supports responsibilities.

Those teachers who have been selected shall retain the right to cease performing Dean of Student Supports duties and instead return to performance of their regular supervisory duty upon reasonable notice to the District, so as to be least disruptive to the educational environment.

## **3. Dean of Student Supports - High School**

Teachers who are assigned to the high school and are selected to be a Dean of Student Supports, shall be relieved of two (2) instructional periods and one (1) supervisory duty each day. Such teachers shall not receive pecuniary remuneration for the performance of the Dean of Student Supports responsibilities.

Those teachers who have been selected shall retain the right to cease performing Dean of Student Supports duties and instead return to performance of their regular supervisory duty and regular instructional/teaching duties upon reasonable notice to the District, so as to be least disruptive to the educational process.

## OBSERVATIONS/EVALUATIONS PROCEDURES

## APPENDIX E

<b>TENURED</b>	<b>SPEECH, LIBRARIANS, TECHNOLOGY/STAFF DEVELOPER (non-3012 c/d)</b>	<b>SOCIAL WORKERS, PSYCHOLOGISTS, COUNSELORS, CSE CHAIRS (non-3012 c/d)</b>	<b>TEACHERS (3012-c/d)</b>
Observations	<p><u>Formal Observations:</u> 1 formal announced observation per school year</p> <p><u>Informal Observations:</u> Informal observations shall last no more than thirty (30) minutes</p> <p><u>Extended Informal Observation:</u> At the District's discretion, it may also conduct 1 extended informal unannounced observation that shall last between 30-45 minutes per school year (includes a post observation conference)</p>	<p>No Formal Observations</p> <p>"Observations shall instead be on-going and occur daily during typical interactions"</p> <p>There shall be no written formal or informal observations</p>	<p><u>Formal Observations:</u></p> <ul style="list-style-type: none"> <li>1 formal announced observation per school year</li> <li>1 formal unannounced short-report observation</li> </ul> <p><u>Informal Observations:</u> Informal observations shall last no more than thirty (30) minutes</p>
Notification	<p><u>Formal Observations:</u> Employees shall receive two (2) full workdays notice of the date when their formal observation shall occur</p> <p><u>Informal Observations:</u> None</p> <p><u>Extended Informal Observation:</u> None</p>	N/A	<p><u>Formal Observations:</u></p> <ul style="list-style-type: none"> <li><u>Announced:</u> Employees shall receive two (2) full workdays notice of the date when their formal announced observation shall occur</li> <li><u>Unannounced Short-Report Observation:</u> None</li> </ul> <p><u>Informal Observations:</u> None</p>
Timeliness	<p><u>Formal Observation:</u></p> <ul style="list-style-type: none"> <li><u>Post Observation Conference:</u> To be held within five (5) workdays after the formal observation</li> <li><u>Written Formal Observation (Appendix E-1):</u> To be provided to the employee within five (5) workdays following the post observation conference</li> </ul> <p><u>Informal Observations:</u></p> <ul style="list-style-type: none"> <li><u>Post Observation Conference:</u> None</li> <li><u>Written Observation:</u> None</li> </ul> <p><u>Extended Informal Observation:</u></p> <ul style="list-style-type: none"> <li><u>Post Observation Conference:</u> To be held within five (5) workdays following the extended informal observation.</li> <li><u>Written Observation:</u> None</li> </ul>	N/A	<p><u>Formal Observations</u> (includes both the formal announced and the unannounced short-report observation):</p> <ul style="list-style-type: none"> <li><u>Post Observation Conference:</u> To be held within five (5) workdays after the formal observation (not applicable to short-report observations)</li> <li><u>Written Formal Observation:</u> <ul style="list-style-type: none"> <li>Formal Announced (<b>Appendix E-5</b>): To be provided to the employee within five (5) workdays following the post-observation conference</li> <li>Formal Unannounced Short-Report (<b>Appendix E-6</b>): To be provided to the employee within five (5) workdays following the observation</li> </ul> </li> </ul> <p><u>Informal Observations:</u></p> <ul style="list-style-type: none"> <li><u>Post Observation Conference:</u> None</li> <li><u>Written Observation:</u> None</li> </ul>
Evaluation	<p><u>Mid-Year Evaluation:</u> None</p> <p><u>End of Year Evaluation (Appendix E-2):</u> Receive in the month of September/October/ November -</p>	<p><u>Mid-Year Evaluation (Appendix E-3):</u> Receive in the month of January</p> <p><u>End of Year Evaluation (Appendix E-4):</u> Receive in the month of September/October/November</p>	<p><u>Mid-Year Evaluation:</u> None</p> <p><u>End of Year Evaluation (Appendix E-7):</u> Receive in the month of September/October/November</p>

## APPENDIX E

NON-TENURED	SPEECH, LIBRARIANS, TECHNOLOGY/STAFF DEVELOPER (non-3012 c/d)	SOCIAL WORKERS, PSYCHOLOGISTS, COUNSELORS, CSE CHAIRS (non-3012 c/d)	TEACHERS (3012-c/d)
Observations	<p><u>Formal Observations:</u> 4-5 times per year.</p> <p><u>Informal Observations:</u> Informal observations shall last no more than thirty (30) minutes</p>	<p><u>Formal Observations:</u> 4-5 times per year. It is anticipated that at least one (1) observation should occur in each of the following, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Working with students</li> <li>• Communicating with parents</li> <li>• Collaborating with building personnel related to student issues</li> </ul> <p><u>Informal Observations:</u> Informal observations shall last no more than thirty (30) minutes</p>	<p><u>Formal Observations:</u></p> <ul style="list-style-type: none"> <li>• 4-5 times per year</li> </ul> <p><u>Informal Observations:</u> Informal observations shall last no more than thirty (30) minutes a</p>
Notification	There are no notification requirements for either formal or informal observations – they may be announced or unannounced	There are no notification requirements for either formal or informal observations – they may be announced or unannounced	There are no notification requirements for either formal or informal observations – they may be announced or unannounced
Timeliness	<p><u>Formal Observations:</u></p> <ul style="list-style-type: none"> <li>• <u>Post Observation Conference:</u> To be held within five (5) work days after the formal observation</li> <li>• <u>Written Formal Observation (Appendix E-8):</u> To be provided to the employee within five (5) work days following the post observation conference</li> </ul> <p><u>Informal Observations:</u></p> <ul style="list-style-type: none"> <li>• <u>Post Observation Conference:</u> None</li> <li>• <u>Written Observation:</u> None</li> </ul>	<p><u>Formal Observations:</u></p> <ul style="list-style-type: none"> <li>• <u>Post Observation Conference:</u> To be held within five (5) work days after the formal observation</li> <li>• <u>Written Formal Observation (Appendix E-10):</u> To be provided to the employee within five (5) work days following the post observation conference</li> </ul> <p><u>Informal Observations:</u></p> <ul style="list-style-type: none"> <li>• <u>Post Observation Conference:</u> None</li> <li>• <u>Written Observation:</u> None</li> </ul>	<p><u>Formal Observations:</u></p> <ul style="list-style-type: none"> <li>• <u>Post Observation Conference:</u> To be held within five (5) work days after the formal observation</li> <li>• <u>Written Formal Observation (Appendix E-13):</u> To be provided to the employee within five (5) work days following the post observation conference</li> </ul> <p><u>Informal Observations:</u></p> <ul style="list-style-type: none"> <li>• <u>Post Observation Conference:</u> None</li> <li>• <u>Written Observation:</u> None</li> </ul>
Evaluation	<p><u>Mid-Year Evaluation:</u> Receive in the month of January</p> <p><u>End of Year Evaluation (Appendix E-9):</u> Receive by the end of June</p>	<p><u>Mid-Year Evaluation (Appendix E-11):</u> Receive in the month of January</p> <p><u>End of Year Evaluation (Appendix E-12):</u> Receive by the end of June</p>	<p><u>Mid-Year Evaluation:</u> Receive in the month of January</p> <p><u>End of Year Evaluation (Appendix E-14):</u> Receive by the end of June</p>

**1. Observations –****a. Definitions**

- i. An “informal observation” is an observation lasting less than thirty (30) minutes and which is not committed to writing.
- ii. An “Extended Informal Observation” is an unannounced informal observation that is conducted at the District’s discretion and shall be extended to last between 30-45 minutes. Such extended informal observations shall only be applicable to tenured Speech, Librarians and Technology/Staff Developers. This shall not be committed to writing, but it shall include a post-observation conference.
- iii. A “formal observation” is an observation lasting thirty (30) minutes or more. Formal observations shall last no more than forty five (45) minutes in the elementary schools or the length of a period in the secondary schools. Formal observations shall be committed to writing pursuant to the applicable observation form set forth in Appendix E and placed in the unit member’s permanent file.
- iv. A formal “unannounced” Short-Report is a formal observation that is only applicable to Tenured Teachers. This observation shall be unannounced and shall last in duration of between twenty (20) and up to a maximum of thirty (30) minutes. It shall be written up using the Formal Short-Report Observation set forth in Appendix E-6 and shall be placed in the Teacher’s permanent file. A post-observation conference is not required.
- v. Tenured Teachers, Speech, Librarians, and Technology/Staff Developers will be given two (2) full workdays’ notice prior to their announced formal observation. Notice must be given by 7 am in order to be considered a workday. For example notification sent at 7:45 a.m. Monday for Thursday observation. Email notification sent 6:45 a.m. Friday for Tuesday observation. If a teacher does not want to be notified two days prior to the announced observation, they will have the option of notifying the administrator in September, by filling out the District form regarding observations. This form will be sent out the first week of school.
- vi. An Administrator may cancel and reschedule an announced observation up to three times. After the third cancelation the observation must be scheduled for a specific date and time mutually agreed upon between the teacher and the administrator.
- vii. Observations for both tenured and non-tenured unit members can take place before or after a Holiday with the following exceptions (the day after Labor

Day, the day before/after Thanksgiving, the day before/after Winter Recess, the day before/after Mid-Winter Recess, and the day before/after Spring Recess).

- viii. Tenured Social Workers, Psychologists, Counselors and CSE Chairs shall not have any scheduled formal observations, observations for this group of employees shall be "on-going and occur daily during typical interactions." Besides the Mid-year and End of Year evaluations, there shall be no other written formal or informal observations.

b. Post-Observation Conferences

- i. A post-observation conference between the teacher and the observer shall be conducted at a mutually convenient time within five (5) working days of the observation.
- ii. The written Observation report (see Appendix E) shall be provided to the teacher within five (5) working days of the post-observation conference or within five (5) working days of the observation if a short-report observation was utilized. The report shall be signed and returned by the teacher within five (5) working days.
- iii. Teachers shall have the right to have their observation reports reviewed by the Superintendent or his/her designee and to have union representation at a meeting for that purpose.

**2. Evaluations**

Definitions related to the Teacher Evaluation Report are included in Appendix F.

A copy of all evaluations shall be placed in the teacher's personnel file. No such evaluation shall be submitted to the central administration, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher and the signature of the teacher on the written evaluation. Teachers shall sign and return their year-end evaluations within five (5) working days of receipt.

A teacher may have his evaluation report reviewed by the Superintendent or his designee. If the teacher requests, he may have a teacher representative designated by the bargaining unit to accompany him to such meeting. Teachers may also submit a rebuttal to the evaluation and copies of same shall be placed in the teacher's file.

a. Mid- Year Evaluations:

- i. Mid-Year Evaluations shall be provided to the following unit members in the month of January:
  - 1. Tenured & Non-Tenured Social Workers, Psychologists, Counselors,

CSE Chairs

2. Non-Tenured – Speech, Librarians & Technology/Staff Developer

3. Non-Tenured Teachers

b. End of Year Evaluations

i. End of Year Evaluations shall be provided as follows:

1. Non-Tenured Speech, Librarians, Technology/Staff Developer, Social Workers, Psychologists, Counselors, CSE Chairs and Teachers shall receive their End of Year Evaluation by the end of June

2. Tenured Speech, Librarians, Technology/Staff Developer, Social Workers, Psychologists, Counselors, CSE Chairs and Teachers shall receive their End of Year Evaluation in September/October/November

ii. End of Year evaluations shall reflect previous observations of the current school year. All things relevant to a unit member's performance of his professional duties shall also be considered. The overall classroom performance of a teacher shall be the dominant area of consideration in this evaluation.



## APPENDIX E-1

### Report of Observation - Tenured Librarian, Speech and Instructional Technology

Date:

Time From:

Time To:

School:

Grade/Subject:

Scheduled By:

☐ Teacher

☐ Other (Specific Title Below)

☐ Observer

☐ Impromptu

Other:

**SITUATION OBSERVED (Brief anecdotal review: aims of lesson, classroom atmosphere, etc.):**

**SPECIFIC RECOMMENDATIONS/COMMENDATIONS:**

**POST-OBSERVATION CONFERENCE SUMMARY:**

Date of Conference:

Signature of Observer:

Date:

Signature of Teacher:

Date:

Signature of Building Principal:

Date:

The signature of the teacher on this form in no way suggests approval or disapproval of comments made. It merely indicates that the teacher has read the report. The teacher may submit his own comments and/or rebuttal on a separate sheet, to be included in his personnel file with this report. The teacher shall sign and return this form within 4 (four) working days of receipt.



**Evaluation Report Tenured Non-Classroom (Librarian, Speech and Instructional Technology)**

Grade or Subject: \_\_\_\_\_

**School:** \_\_\_\_\_

Observation Dates:

**Attendance:**

Sick days expended this year: \_\_\_\_\_

Years of service to date: \_\_\_\_\_

Days of accumulated sick leave (to date):

**Comments:**

**Signature of Coordinator (if applicable):**

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

**Signature of Principal:** \_\_\_\_\_

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

**Signature of Teacher:** \_\_\_\_\_

Date: 

### A. MANAGEMENT QUALITIES

Preparation; Effectiveness of Instruction; Providing for Differentiated Academic Needs of Students; Classroom Management; Pupil Progress.

**A. Comments:**

### **B. PROFESSIONAL QUALITIES**

Judgment; Communication Skills; Interpersonal Skills and Relationships with Colleagues, Administrators and Parents; Use of Available Resources and Support Services; Response to Authorized Policies and Procedures; Response to Authorized Suggestions and Recommendations; Knowledge of Subject Matter.

COMMENTS: Comment on a particular category only if the teacher's performance in that category is significantly less than or exceeds the standards for effective teaching established by the District.

**B. Comments:**

**C. OTHER QUALITIES, CONTRIBUTIONS OR ACHIEVEMENTS WHICH AFFECT PROFESSIONAL PERFORMANCE - OPTIONAL**

Attention to Student Health, Safety and Welfare; Provides Appropriate Student Guidance; Punctuality; Evidence of Professional Growth.

**C. Comments:**

--



## Support Services Mid-Year Evaluation Report

Support Services  
Provider:

Area:

School:

School Year:

## Domain 1 Planning and Preparation

## Support Services Domain 1 Planning and Preparation

Criteria	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
a. Demonstrates knowledge of State and Federal regulations			<a href="#">Enter Notes</a>	
b. Demonstrates knowledge of resources both within and beyond the district			<a href="#">Enter Notes</a>	
c. Identifies and communicates patterns of student and building issues with building administrator			<a href="#">Enter Notes</a>	
d. Manages schedules and timelines			<a href="#">Enter Notes</a>	

Domain 1 Comments:

## Domain 2 The Environment

## Support Services Domain 2 The Environment

Criteria	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
a. Establishes rapport with students			<a href="#">Enter Notes</a>	
b. Establishes rapport with parents/families			<a href="#">Enter Notes</a>	
c. Enthusiasm/Motivation and Involvement of Students			<a href="#">Enter Notes</a>	

Domain 2 Comments:

## Domain 3 Delivery of Service

## Support Services Domain 3 Delivery of Service

Criteria	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
----------	--------------	----------------	--------------	----------------

a. Assesses/evaluates student needs in compliance with State and Federal mandates

[Enter Notes](#)

b. Responds to student needs

[Enter Notes](#)

c. Coordinates interventions to maximize students' likelihood of success

[Enter Notes](#)

d. Demonstrates flexibility and responsiveness

[Enter Notes](#)

Domain 3 Comments:

## Domain 4 Professional Responsibilities

### Support Services Domain 4 Professional Responsibilities

Criteria	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
a. Works collaboratively with teachers and administrators			<a href="#">Enter Notes</a>	
b. Communicates with families and other stakeholders			<a href="#">Enter Notes</a>	
c. Prepares and submits reports and paperwork			<a href="#">Enter Notes</a>	
d. Shows professionalism, including ethical conduct, and compliance with policies and regulations			<a href="#">Enter Notes</a>	
e. Evidence of reflective practices and professional growth			<a href="#">Enter Notes</a>	

Domain 4 Comments:

Signature of the Director/Coordinator: \_\_\_\_\_

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

Signature of the Principal: \_\_\_\_\_

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

Signature of the Employee: \_\_\_\_\_

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

**Support Service Evaluation Report**

Support Service Provider: \_\_\_\_\_  
Area: \_\_\_\_\_  
School: \_\_\_\_\_  
School Year: \_\_\_\_\_  
Observation Date(s): \_\_\_\_\_

**Status:**

☐ Inactive ☐ Probationary ☐ Tenured

**Attendance:**

Sick days expended this year: \_\_\_\_\_  
Years of service to date: \_\_\_\_\_  
Days of accumulated sick leave (to date): \_\_\_\_\_

**Overall Professional Appraisal**

General evaluation of the support service personnel's performance in present position:

**Support Services Overall Evaluation**

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards
Overall Evaluation				

[Enter Notes](#)

**Comments:**

Signature of Director/Coordinator: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Principal: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Employee: \_\_\_\_\_  
Date: \_\_\_\_\_

**Domain 1: Planning and Preparation****Support Services Domain 1**

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards	Not Observed	Not Applicable
a. Demonstrates knowledge of State and Federal regulations						
b. Demonstrates						

[Enter Notes](#)

knowledge of resources both within and beyond the district

[Enter Notes](#)

c. Identifies and communicates patterns of student and building issues with building administrator

[Enter Notes](#)

d. Manages schedules and timelines

[Enter Notes](#)

Domain 1 Comments:

## Domain 2: The Environment

### Support Services Domain 2

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards	Not Observed	Not Applicable
a. Establishes rapport with students				<a href="#">Enter Notes</a>		
b. Establishes rapport with parents/families				<a href="#">Enter Notes</a>		
c. Enthusiasm/Motivation and Involvement of Students				<a href="#">Enter Notes</a>		

Domain 2 Comments:

## Domain 3: Delivery of Service

### Support Services Domain 3

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards	Not Observed	Not Applicable
a. Assesses/evaluates student needs in compliance with State and Federal mandates				<a href="#">Enter Notes</a>		
b. Responds to student needs				<a href="#">Enter Notes</a>		
c. Coordinates interventions to maximize students' likelihood of success				<a href="#">Enter Notes</a>		
d. Demonstrates flexibility and responsiveness				<a href="#">Enter Notes</a>		

Domain 3 Comments:

# **Domain 4: Professional Responsibilities**

## **Support Services Domain 4**

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards	Not Observed	Not Applicable
a. Works collaboratively with teachers and administrators			<a href="#">Enter Notes</a>			
b. Communicates with families and other stakeholders			<a href="#">Enter Notes</a>			
c. Prepares and submits reports and paperwork			<a href="#">Enter Notes</a>			
d. Shows professionalism, including ethical conduct, and compliance with policies and regulations			<a href="#">Enter Notes</a>			
e. Evidence of reflective practices and professional growth			<a href="#">Enter Notes</a>			

### **Domain 4 Comments:**



## APPENDIX E-5

## Tenured Teacher Report of Observation

## Report of Observation

Criteria	Ineffective	Developing	Effective	Highly Effective
Observation				

Rubric Score: 0/0

## Scheduled By:

☐ Teacher ☐ Observer ☐ Other ☐ Impromptu

Other Specific Title \_\_\_\_\_

Situation Observed (Brief anecdotal review: Aims of lesson, classroom atmosphere, etc.):

## Specific Recommendations/Commendations:

## Post Observation Conference Summary:

Date of Conference: \_\_\_\_\_

Signature of Observer \_\_\_\_\_

Date \_\_\_\_\_

Signature of Teacher \_\_\_\_\_

Date \_\_\_\_\_

Signature of Building Principal: \_\_\_\_\_

Date \_\_\_\_\_

The signature of the teacher on this form in no way suggests approval or disapproval of comments made. It merely indicates that the teacher has read the report. The teacher may submit his/her own comments and/or rebuttal on a separate sheet, to be included in his/her personnel file with this report. The teacher shall sign and return this form within four (4) working days of receipt.





## Formal Observation-Short Report

Date: \_\_\_\_\_  
 Time From: \_\_\_\_\_  
 Time To: \_\_\_\_\_

### Report of Observation

Criteria                      Ineffective                      Developing                      Effective                      Highly Effective

Observation

Rubric Score: 0/0

### Standard III: Instructional Practice

ELEMENT	INDICATORS
Element III.1: Teachers use research-based practices and evidence of student learning to provide developmentally appropriate and standards-driven instruction that motivates and engages students in learning.	A. Aligns instruction to standards. B. Uses research-based instruction. C. Engages students.
Element III.2: Teachers communicate clearly and accurately with students to maximize their understanding and learning.	A. Provides directions and procedures. B. Uses questioning techniques. C. Responds to students. D. Communicates content.
Element III.3: Teachers set high expectations and create challenging learning experiences for students.	A. Articulates measures of success. B. Implements challenging learning experiences.
Element III.4: Teachers explore and use a variety of instructional approaches, resources, and technologies to meet diverse learning needs, engage students and promote achievement.	A. Differentiates instruction. B. Implements strategies for mastery of learning outcomes.
Element III.5: Teachers engage students in the development of multi-disciplinary skills, such as communication, collaboration, critical thinking, and use of technology.	A. Provides opportunities for collaboration. B. Provides synthesis, critical thinking, and problem-solving.
Element III.6: Teachers monitor and assess student progress, seek and provide feedback, and adapt instruction to student needs.	A. Uses formative assessment to monitor and adjust pacing. B. Provides feedback during and after instruction.

### Standard III Comments:

### Standard IV: Learning Environment

ELEMENT	INDICATORS
Element IV.1: Teachers create a mutually respectful, safe, and supportive learning environment that is inclusive of every student.	A. Interactions with students. B. Supports student diversity. C. Reinforces positive interactions among students.
Element IV.2: Teachers create an intellectually challenging and stimulating learning environment.	A. Promotes student pride in work and accomplishments. B. Promotes student curiosity and enthusiasm.
Element IV.3: Teachers manage the learning environment for the effective operation of the classroom.	A. Establishes routines/procedures/transitions and expectations for student behavior. B. Establishes instructional groups.
Element IV.4: Teachers organize and utilize available resources (e.g. physical space, time, people, technology) to create a safe and productive learning environment.	A. Organizes learning environment. B. Manages volunteers and/or paraprofessionals. C. Establishes classroom safety.

**Standard IV Comments:****Standard V: Assessment for Student Learning**

ELEMENT	INDICATORS
Element V.1: Teachers design, select, and use a range of assessment tools and processes to measure and document student learning and growth.	A. Uses assessment to establish learning goals and inform instruction
	B. Measures and records student achievement
	C. Aligns assessments to learning goals
	D. Implements testing accommodations
Element V.2: Teachers understand, analyze, interpret, and use assessment data to monitor student progress and to plan and differentiate instruction.	A. Analyzes assessment data
	B. Uses assessment data to set goals and provide feedback to students
	C. Engages students in self-assessment
Element V.3: Teachers communicate information about various components of the assessment system.	A. Accesses and interprets assessments
Element V.4: Teachers reflect upon and evaluate the effectiveness of their comprehensive assessment system to make adjustments to it and plan instruction accordingly.	A. Understands assessments and grading procedures
	B. Establishes an assessment system
Element V.5: Teachers prepare students to understand the format and directions of assessments used and the criteria by which the students will be evaluated.	A. Communicates purposes and criteria
	B. Provides preparation and practice
	C. Provides assessment skills and strategies

**Standard V Comments:**

## Tenured Teacher Evaluation Report

## Tenured Teacher Evaluation Report

Grade or Subject: \_\_\_\_\_

**School:** \_\_\_\_\_

**School Year:** \_\_\_\_\_

**Observation Dates:** \_\_\_\_\_

Sick days expended this year	
------------------------------	--

Years of service to date 

Days of accumulated sick leave (to date) \_\_\_\_\_

**Comments:**

**Signature of Coordinator: (if applicable)**

Date:

**Signature of Principal:**

Date:

**Signature of Teacher:**

**Datum:**

**A. INSTRUCTIONAL QUALITIES: (Preparation; Effectiveness of Instruction; Providing for Differentiated Academic Needs of Students; Classroom Management; Pupil Progress)**

**B. PROFESSIONAL QUALITIES: (Judgement; Communication Skills; Interpersonal Skills and Relationships with Colleagues, Administrators and Parents; Use of Available Resources and Support Services; Response to Authorized Policies and Procedures; Response to Authorized Suggestions and Recommendations; Knowledge of Subject Matter) COMMENTS-** Comment on a particular category only if the teacher's performance in that category is significantly less than or exceeds the standards for the effective teaching established by the District.

**C. OTHER QUALITIES, CONTRIBUTIONS OR ACHIEVEMENTS WHICH AFFECT PROFESSIONAL PERFORMANCE- OPTIONAL: (Attention to Student Health; Safety and Welfare; Provides Appropriate Student Guidance; Punctuality; Evidence of Professional Growth)**

The signature of the teacher on this form in no way suggests approval or disapproval of comments made. It merely indicates that the teacher has read the report. The teacher may submit his own comments and/or rebuttal on a separate sheet, to be included in his personnel file with this report. The teacher shall sign and return this form within four (4) working days of receipt.

Clicking the **Acknowledgment Button** is equivalent to an electronic signature.

**Report of Observation - Non-Tenured Librarian, Speech and Instructional Technology**Date: Time From: Time To: 

- ☐ Exceeds Professional Standards  
☐ Meets Professional Standards  
☐ Requires Improvement  
☐ Does Not Meet Professional Standards

School: Grade/Subject: 

Scheduled By:

- ☐ Teacher  
☐ Other (Specific Title Below)

- ☐ Observer  
☐ Impromptu

Other: **SITUATION OBSERVED (Brief anecdotal review: aims of lesson, classroom atmosphere, etc.):****SPECIFIC RECOMMENDATIONS/COMMENDATIONS:****POST-OBSERVATION CONFERENCE SUMMARY:**Date of Conference: Signature of Observer: Date: Signature of Teacher: Date: Signature of Building Principal: Date:

The signature of the teacher on this form in no way suggests approval or disapproval of comments made. It merely indicates that the teacher has read the report. The teacher may submit his own comments and/or rebuttal on a separate sheet, to be included in his personnel file with this report. The teacher shall sign and return this form within 4 (four) working days of receipt.

**Evaluation Report - Non-Tenured Non-Classroom (Librarian, Speech and Instructional Technology)**

Grade or Subject: \_\_\_\_\_

School: \_\_\_\_\_

Observation Dates: \_\_\_\_\_

**Status:**☐ Interim ☐ Probationary**Attendance:**

Sick days expended this year: \_\_\_\_\_

Year of service to date: \_\_\_\_\_

Days of accumulated sick leave  
(to date): \_\_\_\_\_**OVERALL PROFESSIONAL APPRAISAL****General evaluation of the teacher's performance in present position:**

- ☐ Exceeds Professional Standards  
☐ Meets Professional Standards  
☐ Requires Improvement  
☐ Does Not Meet Professional Standards

**Comments:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Signature of  
Coordinator (if  
applicable): \_\_\_\_\_

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

Signature of Principal: \_\_\_\_\_

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

Signature of Teacher: \_\_\_\_\_

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

**A. INSTRUCTIONAL QUALITIES**

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards	Not Observed	Not Applicable
<b>1. PREPARATION</b>						
a. Planning				Enter Notes		
b. Materials				Enter Notes		
<b>2. EFFECTIVENESS OF INSTRUCTION</b>						
a. Development of Lesson				Enter Notes		
b. Use of Effective						

**Methods and Techniques**

Enter Notes

**c. Effective Use of Instructional Time**

Enter Notes

**d. Enthusiasm/Motivation and Involvement of Students**

Enter Notes

**3. PROVIDES FOR DIFFERENTIATED ACADEMIC NEEDS OF STUDENTS**

**a. Provides for Instructional Needs of Students**

Enter Notes

**b. Sets Appropriate Expectations for Student Achievement**

Enter Notes

**4. CLASSROOM MANAGEMENT**

**a. Class Control**

Enter Notes

**b. Establishment of Appropriate Student/Teacher Relationships**

Enter Notes

**5. PUPIL PROGRESS**

The administration will consider all relevant information as it relates to individual student's and/or classes' progress.

Enter Notes

**B. PROFESSIONAL QUALITIES**

Judgment; Communication Skills; Interpersonal Skills and Relationships with Colleagues, Administrators and Parents; Use of Available Resources and Support Services; Response to Authorized Policies and Procedures; Response to Authorized Suggestions and Recommendations; Knowledge of Subject Matter.

COMMENTS: Comment on a particular category only if the teacher's performance in that category is significantly less than or exceeds the standards for effective teaching established by the District.

**B. Comments:**

**C. OTHER QUALITIES, CONTRIBUTIONS OR ACHIEVEMENTS WHICH AFFECT PROFESSIONAL PERFORMANCE - OPTIONAL**

Attention to Student Health; Safety and Welfare; Provides Appropriate Student Guidance; Punctuality; Evidence of Professional Growth.

**C. Comments:**





## Report of Observation - Non-Tenured Support Personnel

Date: \_\_\_\_\_  
Time from: \_\_\_\_\_  
Time to: \_\_\_\_\_  
Support personnel: \_\_\_\_\_  
School: \_\_\_\_\_  
Area: \_\_\_\_\_  
Scheduled by: \_\_\_\_\_  
Observer: \_\_\_\_\_  
Impromptu: \_\_\_\_\_

## Support Services Observation

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards
Observation				

Enter Notes

Situation Observed: (Brief anecdotal review: aims of lesson, classroom atmosphere, etc.)

Specific Recommendations/Commendations:

Post-Observation Conference Summary:

Date of Conference: \_\_\_\_\_  
Observer: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Employee: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Building Principal: \_\_\_\_\_  
Date: \_\_\_\_\_

The signature of the teacher on this form in no way suggests approval or disapproval of comments made. It merely indicates that the teacher has read the report. The teacher may submit his own comments and/or rebuttal on a separate sheet, to be included in his personnel file with this report. The teacher shall sign and return this form within four (4) working days of receipt.



## Support Services Mid-Year Evaluation Report

Support Services  
Provider:

Area:

School:

School Year:

## Domain 1 Planning and Preparation

## Support Services Domain 1 Planning and Preparation

Criteria	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
a. Demonstrates knowledge of State and Federal regulations		<a href="#">Enter Notes</a>		
b. Demonstrates knowledge of resources both within and beyond the district		<a href="#">Enter Notes</a>		
c. Identifies and communicates patterns of student and building issues with building administrator		<a href="#">Enter Notes</a>		
d. Manages schedules and timelines		<a href="#">Enter Notes</a>		

Domain 1 Comments:

## Domain 2 The Environment

## Support Services Domain 2 The Environment

Criteria	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
a. Establishes rapport with students		<a href="#">Enter Notes</a>		
b. Establishes rapport with parents/families		<a href="#">Enter Notes</a>		
c. Enthusiasm/Motivation and Involvement of Students		<a href="#">Enter Notes</a>		

Domain 2 Comments:

## Domain 3 Delivery of Service

## Support Services Domain 3 Delivery of Service

Criteria	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
----------	--------------	----------------	--------------	----------------

a. Assesses/evaluates student needs in compliance with State and Federal mandates

[Enter Notes](#)

b. Responds to student needs

[Enter Notes](#)

c. Coordinates interventions to maximize students' likelihood of success

[Enter Notes](#)

d. Demonstrates flexibility and responsiveness

[Enter Notes](#)

Domain 3 Comments:

## Domain 4 Professional Responsibilities

### Support Services Domain 4 Professional Responsibilities

Criteria	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
a. Works collaboratively with teachers and administrators			<a href="#">Enter Notes</a>	
b. Communicates with families and other stakeholders			<a href="#">Enter Notes</a>	
c. Prepares and submits reports and paperwork			<a href="#">Enter Notes</a>	
d. Shows professionalism, including ethical conduct, and compliance with policies and regulations			<a href="#">Enter Notes</a>	
e. Evidence of reflective practices and professional growth			<a href="#">Enter Notes</a>	

Domain 4 Comments:

Signature of the Director/Coordinator: \_\_\_\_\_

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

Signature of the Principal: \_\_\_\_\_

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

Signature of the Employee: \_\_\_\_\_

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

**Support Service Evaluation Report**

Support Service Provider: \_\_\_\_\_  
Area: \_\_\_\_\_  
School: \_\_\_\_\_  
School Year: \_\_\_\_\_  
Observation Date(s): \_\_\_\_\_

**Status:**

☐ Interim ☐ Probationary ☐ Tenured

**Attendance:**

Sick days expended this year: \_\_\_\_\_  
Years of service to date: \_\_\_\_\_  
Days of accumulated sick leave (to date): \_\_\_\_\_

**Overall Professional Appraisal**

General evaluation of the support service personnel's performance in present position:

**Support Services Overall Evaluation**

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards
----------	--------------------------------	------------------------------	----------------------	--------------------------------------

Overall Evaluation

Enter Notes

**Comments:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Director/Coordinator: \_\_\_\_\_

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

Signature of Principal: \_\_\_\_\_

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

Signature of Employee: \_\_\_\_\_

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

**Domain 1: Planning and Preparation****Support Services Domain 1**

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards	Not Observed	Not Applicable
----------	--------------------------------	------------------------------	----------------------	--------------------------------------	--------------	----------------

a. Demonstrates knowledge of State and Federal regulations

Enter Notes

b. Demonstrates

knowledge of resources both within and beyond the district

[Enter Notes](#)

c. Identifies and communicates patterns of student and building issues with building administrator

[Enter Notes](#)

d. Manages schedules and timelines

[Enter Notes](#)

Domain 1 Comments:

## Domain 2: The Environment

### Support Services Domain 2

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards	Not Observed	Not Applicable
a. Establishes rapport with students				<a href="#">Enter Notes</a>		
b. Establishes rapport with parents/families				<a href="#">Enter Notes</a>		
c. Enthusiasm/Motivation and Involvement of Students				<a href="#">Enter Notes</a>		

Domain 2 Comments:

## Domain 3: Delivery of Service

### Support Services Domain 3

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards	Not Observed	Not Applicable
a. Assesses/evaluates student needs in compliance with State and Federal mandates				<a href="#">Enter Notes</a>		
b. Responds to student needs				<a href="#">Enter Notes</a>		
c. Coordinates interventions to maximize students' likelihood of success				<a href="#">Enter Notes</a>		
d. Demonstrates flexibility and responsiveness				<a href="#">Enter Notes</a>		

Domain 3 Comments:

**Domain 4: Professional Responsibilities****Support Services Domain 4**

Criteria	Exceeds Professional Standards	Meets Professional Standards	Requires Improvement	Does Not Meet Professional Standards	Not Observed	Not Applicable
a. Works collaboratively with teachers and administrators			<a href="#">Enter Notes</a>			
b. Communicates with families and other stakeholders			<a href="#">Enter Notes</a>			
c. Prepares and submits reports and paperwork			<a href="#">Enter Notes</a>			
d. Shows professionalism, including ethical conduct, and compliance with policies and regulations			<a href="#">Enter Notes</a>			
e. Evidence of reflective practices and professional growth			<a href="#">Enter Notes</a>			

**Domain 4 Comments:**



### Report of Observation

### Criteria

## Ineffective

## Developing

## Effective

## Highly Effective

### Observation

**Rubric Score: 0/0**

**Scheduled By:**

Teacher

Observer

☐ Other

c. Impromptu

Other Specific Title

**Situation Observed (Brief anecdotal review: Aims of lesson, classroom atmosphere, etc.):**

**Specific Recommendations/Commendations:**

**Post Observation Conference Summary:**

**Date of Conference:**

Signature of Observer

Date \_\_\_\_\_

**Signature of Teacher**

Date \_\_\_\_\_

**Signature of Building Principal:**

Date \_\_\_\_\_

The signature of the teacher on this form in no way suggests approval or disapproval of comments made. It merely indicates that the teacher has read the report. The teacher may submit his/her own comments and/or rebuttal on a separate sheet, to be included in his/her personnel file with this report. The teacher shall sign and return this form within four (4) working days of receipt.





## Non-Tenured Teacher Report of Observation - Outside Observer

Date:

Time From:

Time To:

### Report of Observation

Criteria	Ineffective	Developing	Effective	Highly Effective
Observation				

Rubric Score: 0/0

#### Scheduled By:

☐ Teacher ☐ Observer ☐ Other ☐ Impromptu

Other Specific Title

Situation Observed (Brief anecdotal review: Aims of lesson, classroom atmosphere, etc.):

#### Specific Recommendations/Commendations:

#### Post Observation Conference Summary:

Date of Conference:

Signature of Observer \_\_\_\_\_ Date \_\_\_\_\_ Signature of Teacher \_\_\_\_\_ Date \_\_\_\_\_

Signature of Building Principal: \_\_\_\_\_ Date \_\_\_\_\_

The signature of the teacher on this form in no way suggests approval or disapproval of comments made. It merely indicates that the teacher has read the report. The teacher may submit his/her own comments and/or rebuttal on a separate sheet, to be included in his/her personnel file with this report. The teacher shall sign and return this form within four (4) working days of receipt.

## Non Tenured Teacher Evaluation Report

## Non-Tenured Teacher Evaluation Report

Grade or Subject: \_\_\_\_\_

**School:** \_\_\_\_\_

**School Year:** \_\_\_\_\_

**Observation Dates:** \_\_\_\_\_

**Status**

Interim ( Probationary

Sick days expended this year \_\_\_\_\_

Years of service to date 

Days of accumulated sick leave (to date) \_\_\_\_\_

**General evaluation of the teacher's performance in present position:**

☐ Exceeds Professional Standards      ☐ Meets Professional Standards      ☐ Requires Improvement      ☐ Does Not Meet Professional Standards

**Comments:**

Signature of Coordinator (if applicable)

Date

Signature of Principal: \_\_\_\_\_

Date:

**Signature of Teacher:** \_\_\_\_\_

Date: 

--

**A. INSTRUCTIONAL QUALITIES:****1. PREPARATION****a. Planning**

☐ EXCEEDS PROFESSIONAL STANDARDS    ☐ MEETS PROFESSIONAL STANDARDS    ☐ REQUIRES IMPROVEMENT    ☐ DOES NOT MEET PROFESSIONAL STANDARDS    ☐ NOT OBSERVED    ☐ NOT APPLICABLE

**b. Materials**

☐ EXCEEDS PROFESSIONAL STANDARDS    ☐ MEETS PROFESSIONAL STANDARDS    ☐ REQUIRES IMPROVEMENT    ☐ DOES NOT MEET PROFESSIONAL STANDARDS    ☐ NOT OBSERVED    ☐ NOT APPLICABLE

**2. EFFECTIVENESS OF INSTRUCTION****a. Development of Lesson**

☐ EXCEEDS PROFESSIONAL STANDARDS    ☐ MEETS PROFESSIONAL STANDARDS    ☐ REQUIRES IMPROVEMENT    ☐ DOES NOT MEET PROFESSIONAL STANDARDS    ☐ NOT OBSERVED    ☐ NOT APPLICABLE

**b. Use of Effective Methods and Techniques**

☐ EXCEEDS PROFESSIONAL STANDARDS    ☐ MEETS PROFESSIONAL STANDARDS    ☐ REQUIRES IMPROVEMENT    ☐ DOES NOT MEET PROFESSIONAL STANDARDS    ☐ NOT OBSERVED    ☐ NOT APPLICABLE

**c. Effective Use of Instructional Time**

☐ EXCEEDS PROFESSIONAL STANDARDS    ☐ MEETS PROFESSIONAL STANDARDS    ☐ REQUIRES IMPROVEMENT    ☐ DOES NOT MEET PROFESSIONAL STANDARDS    ☐ NOT OBSERVED    ☐ NOT APPLICABLE

**d. Enthusiasm/Motivation and Involvement of Students**

☐ EXCEEDS PROFESSIONAL STANDARDS    ☐ MEETS PROFESSIONAL STANDARDS    ☐ REQUIRES IMPROVEMENT    ☐ DOES NOT MEET PROFESSIONAL STANDARDS    ☐ NOT OBSERVED    ☐ NOT APPLICABLE

**3. PROVIDES FOR DIFFERENTIATED ACADEMIC NEEDS OF STUDENTS****a. Provides for Instructional Needs of Students**

☐ EXCEEDS PROFESSIONAL STANDARDS    ☐ MEETS PROFESSIONAL STANDARDS    ☐ REQUIRES IMPROVEMENT    ☐ DOES NOT MEET PROFESSIONAL STANDARDS    ☐ NOT OBSERVED    ☐ NOT APPLICABLE

**b. Sets Appropriate Expectations for Student Achievement**

☐ EXCEEDS PROFESSIONAL STANDARDS    ☐ MEETS PROFESSIONAL STANDARDS    ☐ REQUIRES IMPROVEMENT    ☐ DOES NOT MEET PROFESSIONAL STANDARDS    ☐ NOT OBSERVED    ☐ NOT APPLICABLE

**4. CLASSROOM MANAGEMENT****a. Class Control**

☐ EXCEEDS PROFESSIONAL STANDARDS    ☐ MEETS PROFESSIONAL STANDARDS    ☐ REQUIRES IMPROVEMENT    ☐ DOES NOT MEET PROFESSIONAL STANDARDS    ☐ NOT OBSERVED    ☐ NOT APPLICABLE

**b. Establishment of Appropriate Student/Teacher Relationships**

☐ EXCEEDS PROFESSIONAL STANDARDS    ☐ MEETS PROFESSIONAL STANDARDS    ☐ REQUIRES IMPROVEMENT    ☐ DOES NOT MEET PROFESSIONAL STANDARDS    ☐ NOT OBSERVED    ☐ NOT APPLICABLE

**5. PUPIL PROGRESS**

The administration will consider all relevant information as it relates to individual student's and/or classes' progress

☐ EXCEEDS PROFESSIONAL STANDARDS    ☐ MEETS PROFESSIONAL STANDARDS    ☐ REQUIRES IMPROVEMENT    ☐ DOES NOT MEET PROFESSIONAL STANDARDS    ☐ NOT OBSERVED    ☐ NOT APPLICABLE

**B. PROFESSIONAL QUALITIES:** (Judgement; Communication Skills; Interpersonal Skills and Relationships with Colleagues, Administrators and Parents; Use of Available Resources; Response to Authorized Policies and Procedures; Response to Authorized Suggestions and Recommendations; Knowledge of Subject Matter.)  
**COMMENTS -** Comment on a particular category only if the teacher's performance in that category is significantly less than or exceeds the standards for effective teaching established by the District.

Welfare; Provides Appropriate Student Guidance; Punctuality; Evidence of Professional Growth.)

The signature of the teacher on this form in no way suggests approval or disapproval of comments made. It merely indicates that the teacher has read the report. The teacher may submit his own comments and/or rebuttal on a separate sheet, to be included in his personnel file with this report. The teacher shall sign and return this form within four (4) working days of receipt.

Clicking the **Acknowledgment Button** is equivalent to an electronic signature.

**DEFINITIONS RELATED TO TEACHERS, SPEECH, LIBRARIANS, TECHNOLOGY/STAFF  
DEVELOPER EVALUATION REPORT**

**A. INSTRUCTIONAL QUALITIES**

**1. Preparation**

**a. Planning**

Spends time planning and organizing lessons; keeping and using the planbook is also part of planning.

**b. Materials**

Selects and/or prepares worksheets, tests and other materials to be used in the development and implementation of the lesson as is appropriate to the lesson.

**2. Effectiveness of Instruction**

**a. Development of Lesson**

May include but not be limited to items from one (1) to eight (8) as is appropriate to the lesson.

- 1] Explains objectives to students and states why they are important.
- 2] Reviews previously taught information and/or skills as they pertain to the lesson.
- 3] Introduces new topic.
- 4] Demonstrates by use of models.
- 5] Uses effective questioning.
- 6] Supervises guided independent practice.
- 7] Checks for comprehension.
- 8] Summarizes main points of lesson.

To emphasize the importance of creativity and resourcefulness in lesson development, it should be pointed out that it is not necessary to include all eight (8) of the above items to develop a lesson effectively. (The essence of good classroom instruction is effective lesson development.)

b. Use of Effective Methods and Techniques

Selects appropriate teaching methods, techniques and materials which attain the instructional objective(s) of the lesson.

Appropriate methods may include role-playing, lecture discussion (small group or full class), individual assignments, learning centers, etc. Appropriate techniques may include effective questioning and discussion skills, teacher mobility, various learning activities, etc. Appropriate materials may include models, manipulatives, audio-visual devices, educational charts and diagrams, the chalkboard, scientific experiments, etc.

c. Effective Use of Instructional Time

Teachers are expected to keep students on appropriate learning tasks and use good judgment in determining the appropriate amount of time to accomplish these learning tasks within the instructional guidelines outlined in the teachers' handbooks.

d. Enthusiasm/Motivation and Involvement of Students

Makes a determined effort to motivate students to perform up to their ability; teacher facilitates active student participation and involvement in discussions and other activities such as questioning, boardwork, use of learning centers, hands on projects, etc.

3. Provides for Differentiated Academic Needs of Students

a. Provides for Instructional Needs of Students

Varies instruction to meet different achievement and instructional levels of students; meets curriculum requirements and fosters student academic growth.

b. Sets Appropriate Expectations for Student Achievement

Based upon the academic ability of students as measured by a variety of criteria, the teacher prepares lessons with appropriate criteria to measure student performance and achievement which will broaden and stretch student capabilities.

#### 4. Classroom Management

##### a. Class Control

Sets appropriate expectations for student behavior; maintains proper order and control; deals consistently with student misbehavior in accordance with building and Board policies and regulations.

##### b. Establishment of Appropriate Student/Teacher Relationships

Establishes a rapport with students which fosters a productive learning environment.

#### 5. Pupil Progress

The administrator will consider all relevant information as it relates to individual student's and/or classes' progress.

### B. PROFESSIONAL QUALITIES

#### 1. Judgment

The capability of exercising sound judgment in routine matters, new situations, or emergencies; sound judgment is characterized by arriving at an appropriate course of action when carrying out professional responsibilities.

#### 2. Communication Skills

Speaks and writes correctly, clearly and understandably; organizes thoughts logically and sequentially; aware of purpose and audience when communicating.

#### 3. Interpersonal Skills and Relationships with Colleagues, Administrators and Parents

Demonstrates a cooperative spirit in educational undertakings with colleagues. Accepts all professional responsibilities as contained in the teachers' contract, Board policies and regulations, and administrative directives which are in keeping with same. Keeps parents informed of students' behavior, attitude and academic progress via report cards, progress reports, conferences, telephone calls and letters.

#### 4. Use of Available Resources and Support Services

Informs support service personnel of students in need of specialized services.

5. Response to Authorized Policies and Procedures

Implements in a professional manner Board policies and regulations and administrative directives and procedures, which are consistent with contractual agreements.

6. Response to Authorized Suggestions and Recommendations

Considers and follows through on appropriate suggestions which are presented with the clear intention to improve instructional and/or overall performance.

7. Knowledge of Subject Matter

Keeps abreast of new knowledge and developments in his subject area or grade level.

C. OTHER QUALITIES, CONTRIBUTIONS OR ACHIEVEMENTS WHICH AFFECT PROFESSIONAL PERFORMANCE

1. Attention to Student Health, Safety and Welfare

Refers students with health problems to appropriate support personnel. Insures that students behave in a safe way and use safety devices in learning sites where appropriate, e.g. safety goggles in science labs, shops, etc. Reports and takes appropriate action on unsafe conditions which affect the health, safety, and welfare of students and staff.

2. Provides Appropriate Student Guidance

Guides and/or refers students with academic and personal needs when appropriate.

3. Punctuality

Being on time for work, classes, duties, meetings, and other appointments, submission of paperwork when due, meeting any other required deadlines. Extenuating circumstances will be considered.

4. Evidence of Professional Growth

Some examples of professional growth activities include but are not limited to: participation in District in-service courses or workshops, membership in pertinent professional organizations, attainment of high academic degrees, attendance at professional conferences outside the District, service on professional committees. The teacher will apply in the classroom, where appropriate, what he has gained from professional growth activities.



## DEFINITIONS RELATED TO SUPPORT SERVICES (SOCIAL WORKER, PSYCHOLOGISTS, COUNSELORS, CSE CHAIRS) EVALUATION REPORT

### A. MANAGEMENT QUALITIES

#### 1. Preparation

- (a) Planning: Spends time planning and organizing programs and activities; keeping and using the calendar/organizer is also part of planning.
- (b) Materials: Selects and/or prepares appropriate materials to be used in the development and implementation of the intervention.

#### 2. Effectiveness of Interaction

- (a) Development of Plan of Action: May include but not be limited to items from one (1) to eight (8) as is appropriate to the intervention.

- 1) Communicate with staff
- 2) Establish rapport with students, staff, and parents
- 3) Accessibility
- 4) Intervenes with crisis situations appropriately and effectively
- 5) Counseling group/individual
- 6) Follow through
- 7) Record keeping
- 8) Network with outside agencies/universities

To emphasize the importance of creativity and resourcefulness in intervention development, it should be pointed out that it is not necessary to include all eight (8) of the above items to develop a plan of action. (The essence of positive intervention is an effective plan of action).

- (b) Use of Effective Methods and Techniques: Selects appropriate methods, techniques and materials which attain the objective(s) of the intervention.

Appropriate methods may include role-playing, individual sessions and group sessions, etc. Appropriate techniques may include effective advocacy, and group, etc. Appropriate materials may include manipulatives, visual devices, charts and posters, and games.

- (c) Effective Use of Time: Non-classroom teaching staff are expected to guide students towards meeting their educational goals and use good judgment in determining the appropriate amount of time to accomplish these goals within the instructional guidelines outlined in the teachers' handbooks.

- (d) Enthusiasm/Motivation and Involvement of Students: Makes a determined effort to motivate students to perform up to their ability; non-classroom teaching staff facilitates active student participation, involvement in discussions and other activities.
- 3. Provides Differentiated Needs of Students
  - (a) Provides for Needs of Students: Varies interaction to meet different achievement goals of students; meets intervention requirements and fosters student academic growth.
  - (b) Sets Appropriate Expectations for Student Achievement: Based upon the academic ability of students as measured by a variety of criteria, the non-classroom teaching staff prepares programs/interventions and appropriate criteria to measure student performance and achievement which will broaden and expand student capabilities.
- 4. Case Management
  - (a) Record Keeping, Necessary Reporting and Follow Through: Sets appropriate expectations for student behavior; maintains proper records and completes required reports; follows through effectively; deals consistently with student behavior in accordance with building and Board policies and regulations.
  - (b) Establishment of Appropriate Student/Teacher Relationships: Establishes a rapport with students which fosters a productive learning environment.
- 5. Pupil Progress: The administrator will consider all relevant information as it relates to individual student's progress.

#### B. PROFESSIONAL QUALITIES

- 1. Judgment: The capability of exercising sound judgment in routine matters, new situations, or crisis; sound judgment is characterized by arriving at an appropriate course of action when carrying out professional responsibilities.
- 2. Communication Skills: Speaks and writes correctly, clearly and understandably; organizes thoughts logically and sequentially; aware of purpose and audience when communicating.
- 3. Interpersonal Skills and Relationships with Colleagues, Administrators and Parents

Demonstrates a cooperative spirit in educational undertakings with colleagues. Accepts all professional responsibilities as contained in the teachers' contract, Board policies and regulations, and administrative directives which are in keeping with same. Keeps parents informed of students' behavior, attitude and academic progress via report cards, progress reports, conferences, telephone calls and letters.
- 4. Use of Available Resources and Support Services: Informs support service personnel and teachers of students in need of specialized services.
- 5. Response to Authorized Policies and Procedures: Implements in a professional manner Board policies and regulations and administrative directives and procedures, which are consistent with contractual agreements.

6. Response to Authorized Suggestions and Recommendations: Considers and follows through on appropriate suggestions which are presented with the clear intention to improve intervention skills and/or overall performance.
7. Knowledge of Subject Matter: Keeps abreast of new knowledge and developments in his subject area or grade level.

C. OTHER QUALITIES, CONTRIBUTIONS OR ACHIEVEMENTS WHICH AFFECT PROFESSIONAL PERFORMANCE

1. Attention to Student Health, Safety and Welfare: Refers students with health problems to appropriate support personnel. Insures that students behave in a safe way. Reports and takes appropriate action on unsafe conditions which affect the health, safety, and welfare of students and staff.
2. Provides Appropriate Student Guidance: Guides and/or refers students with academic and personal needs when appropriate.
3. Punctuality: Begin on time for work, sessions, duties, meetings and other appointments; submission of paperwork when due; meeting any other required deadlines. Extenuating circumstances will be considered.
4. Evidence of Professional Growth: Some examples of professional growth activities include but are not limited to: participation in District in-service courses or workshops; membership in pertinent professional organizations; attainment of high academic degrees; attendance at professional conferences outside the District; service on professional committees. The non-classroom teacher will apply knowledge gained from professional growth activities when appropriate.

WILLIAM FLOYD UNION FREE SCHOOL DISTRICT  
of the Mastics-Moriches-Shirley

REQUEST FOR PRE-APPROVAL OF COURSES TO BE USED FOR SALARY CREDIT **APPENDIX G-1**

DATE \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

SCHOOL \_\_\_\_\_ PRESENT TEACHING ASSIGNMENT \_\_\_\_\_ GRADE \_\_\_\_\_

DESCRIPTIVE TITLE OF COURSE \_\_\_\_\_

COURSE # \_\_\_\_\_

INSTITUTION OR ORGANIZATION OFFERING COURSE \_\_\_\_\_

GRADUATE OR INSERVICE CREDIT \_\_\_\_\_

DATES COURSE WILL BE GIVEN: FROM \_\_\_\_\_ TO \_\_\_\_\_

REQUIREMENTS FOR COURSE:

NUMBER OF SESSIONS \_\_\_\_\_ LENGTH OF EACH SESSION \_\_\_\_\_ # OF CREDITS \_\_\_\_\_

OTHER REQUIREMENTS \_\_\_\_\_

APPLICANT'S REASONS FOR TAKING COURSE \_\_\_\_\_

OTHER INFORMATION \_\_\_\_\_

COORDINATOR ENDORSEMENT (IF APPLICABLE) \_\_\_\_\_ DATE \_\_\_\_\_

PRINCIPAL ENDORSEMENT \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

ASSISTANT SUPERINTENDENT OF SCHOOLS \_\_\_\_\_ DATE \_\_\_\_\_

NOTE: SUBMIT COMPLETED FORM TO THE COORDINATOR (IF APPLICABLE) OR BUILDING PRINCIPAL AT LEAST TWO WEEKS PRIOR TO THE START OF THE COURSE TO INSURE TIMELY PROCESSING. COURSE DESCRIPTIONS SHOULD BE ATTACHED. THE BUILDING PRINCIPAL WILL FORWARD ALL COPIES TO THE DISTRICT OFFICE. DISTRICT OFFICE WILL RETURN APPROPRIATE COPIES TO ALL PARTIES.

TOP: PERSONNEL OFFICE 2] PRINCIPAL 3] COORDINATOR 4] TEACHER  
7/88

WILLIAM FLOYD UNION FREE SCHOOL DISTRICT  
Mastic Beach, NY 11951

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

**FLOYD ACADEMY**  
**Request for Evaluation of Credits**

Name: \_\_\_\_\_ School: \_\_\_\_\_

*According to the teachers' contract, upon successful completion of the following courses (total of 5 credits per school year equaling 10 credits per 2 year cycle) teacher shall receive a stipend of \$2,000.00 which shall be added to their annual salary for a period not to exceed two (2) years following completion of the 10-credit cycle.*

<u>COURSE/Sch. Yr. Taken</u>	<u>CREDITS</u>	<u>COURSE/Sch. Yr. Taken</u>	<u>CREDITS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Stipend to be added to school years: \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Janet Gilmor, Assistant Superintendent

Submit one copy of this form to:

**Human Resources**  
**William Floyd School District**  
**240 Mastic Beach Road**  
**Mastic Beach, NY 11951**

WILLIAM FLOYD SCHOOL DISTRICT  
PERSONAL LEAVE NOTIFICATION FORM

Date of Leave: \_\_\_\_\_

Personal days shall only be taken for personal business which cannot be scheduled or transacted at any other time than during the normal work day.

The following are examples of the kinds of personal business for which the use of personal leave is contemplated.

- 1) Family business (e.g. moving, family marriages, house closings).
- 2) Legal business (e.g. court appearances, legal consultations).
- 3) Ceremonies (e.g. religious, educational).

\_\_\_\_\_  
NAME

\_\_\_\_\_  
BUILDING

\_\_\_\_\_  
BUILDING PRINCIPAL  
(Signature only indicates receipt)

(Revised 10/2/95)

# APPENDIX I

## WILLIAM FLOYD UNION FREE SCHOOL DISTRICT 240 Mastic Beach Rd, Mastic Beach, NY 11951

DATE: \_\_\_\_\_

### REQUEST FOR EVALUATION OF CREDITS

NAME: \_\_\_\_\_ ID: \_\_\_\_\_ BLD/TENURE: \_\_\_\_\_

Effective July 1, 2013, column movement shall only occur in September of each school year.

Bargaining unit members hired after July 1, 2013 shall not be eligible for movement to the MA+45 Column.

Starting September 2015, teachers shall no longer be eligible for movement to the MA+15 Column.

Effective September 2015, to be eligible for a column movement, all unit members shall be required to fulfill the following:

1. For every fifteen (15) credits utilized for purposes of column advancement a minimum of six (6) credits must be GRADUATE credits. To qualify as graduate credits, the class must be offered by an accredited college or university solely for graduate credit.
2. Of the remaining nine (9) credits, six (6) must be in-service credits taken through the WILLIAM FLOYD TEACHER CENTER.
3. The remaining three (3) credits can be in-service courses as defined in Section "A" of the teacher contract.  
\*Teachers are not precluded from taking 15 GRADUATE credits for one column movement.

GRADUATE COURSES	CREDITS	Univ. /College Name: _____	
_____	_____	IN-SERVICE COURSES	CREDITS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### ALL COURSES MUST BE APPROVED ON MY LEARNING PLAN

Degree and salary step as indicated  
on current salary notice: \_\_\_\_\_

Salary column for which evaluation  
is being requested: \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

Submit one copy of this form to:

Human Resources Attn: Estelle Albertina  
240 Mastic Beach Rd, Mastic Beach, NY 11951

NOTE: Teachers are responsible for requesting transcripts and submitting necessary fees for transcripts.

## APPENDIX J

WILLIAM FLOYD UNION FREE SCHOOL DISTRICT  
of the Mastics-Moriches-Shirley  
240 Mastic Beach Road  
Mastic Beach, New York 11951

Date

Dear \_\_\_\_\_:

Your performance during the current school year has not met the standards established by the district for effective teaching. You are hereby notified that for the remainder of the current school year you will be subject to a greater number of formal observations/evaluations than provided for in the observation provisions of the 2018-2023 contract.

I would like to meet with you at your earliest convenience so that I may explain the reasons for this decision and facilitate your improvement. You may bring union representation with you to that meeting if you so desire.

Please contact me for an appointment.

Sincerely,

Signature

Name

cc: Personnel File



## APPENDIX K

### William Floyd School District Teacher Career Ladder Categories

	Novice	Professional	Expert	Master	Distinguished
Education	BA/MA Non-Tenured	MA/MS or Higher	MA/MS + 30 or Higher	MA/MS + 60 or Higher	MA/MS + 90 or Doctorate
Professional Growth	Participates on school or district committees or initiatives	Participates on school or district committees or initiatives; actively participates in professional development	Leadership role on school or district committees or initiatives and involved with professional organizations in our region and state	Leadership role on school or district committees or initiatives and involved with professional organizations and interacts with teachers within our district, region and state	Leadership role on school or district committees or initiatives and involved with professional organizations and impacts educational decisions at school, district, regional and state levels
Communication	Communicates with families as per WFUT Bargaining Agreement	Communicates with families as per WFUT Bargaining Agreement and engages parents in multiple ways	Family communication and involvement is exceptional (i.e. home visits, contact beyond "work day", LOTE communication, technology)	Family communication and involvement is exceptional and extends to school level and school partners (i.e. PTO, parent workshops, Relay for Life, newsletters)	Family communication and involvement is exceptional and extends to school level, school partners, and community (i.e. Community Library, Colonial Youth and Family Services)
Curriculum Implementation	Implements prescribed curriculum	Implements prescribed curriculum with differentiation	Implements prescribed 21 <sup>st</sup> Century curriculum with consistent differentiation reflective of student diversity, learning styles, needs, and interests of their students, adopts curriculum in an outstanding manner	Implements/designs 21 <sup>st</sup> Century curriculum with consistent differentiation reflective of student diversity, learning styles, needs, and interests of their students, teacher provides students with opportunity to self-reflect on their achievement, adopts curriculum in an outstanding manner	Writes, designs implements and leads discussion based on 21 <sup>st</sup> Century curriculum with consistent differentiation reflective of student diversity, learning styles, needs, and interests of their students in an outstanding manner, teacher provides students with opportunity to use self-reflection to improve their academic performance

Contributions to All Students	Contributions with students beyond the curriculum	Contributions with students beyond the curriculum including but not limited to: providing extracurricular involvement, academic, Fine Arts or athletic coaching fostering positive and productive relationships within the classroom	Contributions with students beyond the curriculum including but not limited to: measurable results and success with extracurricular activities, academic, Fine Arts or athletic coaching fostering positive and productive relationships within the school building	Contributions with students beyond the curriculum including but not limited to: measurable results & success with extracurricular activities, academic, Fine Arts or athletic coaching fostering positive and productive relationships within the school district	21 <sup>st</sup> Century Contributions with students beyond the curriculum including but not limited to: providing measurable success with extracurricular activities, academic, Fine Arts or athletic coaching fostering positive and productive relationships within the WFSD community and/or beyond
Collaboration/Leadership	Participates in NTI	Contributions include collaboration with colleagues and may participate in activities such as: supervising student observers or student teachers, participation on committees/department initiatives	Contributions with colleagues beyond the classroom includes mentoring colleagues, modeling teaching for colleagues, member of a Professional Learning Communities, teaching courses, participating in workshop presentations, meeting facilitation, facilitating collegial circle, in-district leadership (communities, department, initiatives)	Contributions with colleagues beyond the classroom includes mentoring colleagues, modeling teaching for colleagues, practices and/or leads Professional Learning Communities, teaching courses, facilitates workshop presentations, meetings and/or collegial circle, in-district leadership (communities, department, initiatives)	Contributions with colleagues beyond the classroom includes mentoring colleagues, modeling teaching for colleagues, Leadership in Professional Learning Communities, teaching courses, designing and facilitating workshop presentations, meetings and/or collegial circle, in-district leadership (communities, department, initiatives)

## APPENDIX L

WILLIAM FLOYD UNION FREE SCHOOL DISTRICT  
MR. KEVIN COSTER, SUPERINTENDENT OF SCHOOLS

MARK MENSCH, DIRECTOR HPEFCSA  
BRIAN BABST, DEPARTMENT CHAIR

### END OF SEASON COACHING EVALUATION FORM

(Name of Coach)

(Level/Sport Assignment)

(Season/Year)

#### **PROFESSIONAL RESPONSIBILITY:**

##### **I. Submits>Returns the following items to meet stated deadline:**

Keys, First Aid Kit, AED	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Incident Reports	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Rating Cards	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Start of Season Paperwork	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
End of Season Paperwork	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A

##### **II. Attends/Conducts required meetings:**

Section XI	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Pre Season District Coaches Mtg.	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Parents/Athletes/Coaches Meeting	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Athletic Department Meetings	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A

#### **DISTRICT AND DEPARTMENT POLICIES:**

##### **III. Complies with District and Department Policies and Procedures as follows:**

Extra Curricular Eligibility Policy	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Attendance Policy	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Code of Conduct	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Anti-Hazing Policy	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
NYSPPHSAA and Section XI	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Rules and Regulations	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Coaches Handbook	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A
Medical Clearance Process	<input type="checkbox"/> Compliant	<input type="checkbox"/> Partial Compliance	<input type="checkbox"/> Non-Compliant	<input type="checkbox"/> N/A

#### **C. HUMAN AND COMMUNITY RELATIONS:**

Works collaboratively with HPEA Office personnel, fellow coaches, community organizations and public relations.(providing scores and updates, etc)

☐ Always      ☐ Sometimes      ☐ Infrequently      ☐ N/A

Communicates effectively with parents and athletes on a consistent basis. (Team philosophy, expectations, athlete concerns, etc.) ☐ Always ☐ Sometimes ☐ Infrequently ☐ N/A

Models and demonstrates proper conduct towards officials, parents and fellow coaches setting a positive example for student athletes. ☐ Always ☐ Sometimes ☐ Infrequently ☐ N/A

Demonstrates patience, compassion and empathy when dealing with student athletes. ☐ Always ☐ Sometimes ☐ Infrequently ☐ N/A

Applies ethical means of motivation, emphasizes values of competitive athletics, acceptable personal behavior, decision-making and lasting values to the student athletes towards officials, parents and fellow coaches setting a positive example for student athletes. ☐ Always ☐ Sometimes ☐ Infrequently ☐ N/A

#### **D. COACHING PERFORMANCE:**

Demonstrates knowledge, skills and rules of the game. ☐ Yes ☐ No ☐ Needs Improvement ☐ N/A

Implements up-to-date and proper training/conditioning techniques. ☐ Yes ☐ No ☐ Needs Improvement ☐ N/A

Applies effective coaching methods and strategies during practices and games. ☐ Yes ☐ No ☐ Needs Improvement ☐ N/A

Promotes cross-training by encouraging athletes to participate in other sports. ☐ Yes ☐ No ☐ Needs Improvement ☐ N/A

Emphasizes and integrates the importance of Civility, Character, Commitment and Competency in daily coaching routines. ☐ Yes ☐ No ☐ Needs Improvement ☐ N/A

Motivates athletes to reach their full potential by using positive reinforcement. ☐ Yes ☐ No ☐ Needs Improvement ☐ N/A

Assesses and administers first aid immediately to an injured athlete. ☐ Yes ☐ No ☐ Needs Improvement ☐ N/A

Ensures a safe environment for student athletes. ☐ Yes ☐ No ☐ Needs Improvement ☐ N/A

Dresses professionally and appropriately for contests and practices. ☐ Yes ☐ No ☐ Needs Improvement ☐ N/A

Arrives at practice, contests and meetings on time. ☐ Yes ☐ No ☐ Needs Improvement ☐ N/A

Properly supervises athletes at all times. ☐ Yes ☐ No ☐ Needs Improvement ☐ N/A  
(Locker room, bus, playing venue)

#### **NYS Coaching Coursework Status:**

(Non PE teacher and/or non teacher)

Philosophy/Principles of Organizations

☐ Complete

☐ Incomplete

☐ N/A

Theory and Techniques of Coaching

☐ Complete

☐ Incomplete

☐ N/A

Health Sciences Related to Coaching

☐ Complete

☐ Incomplete

☐ N/A

**SUMMARY:**

Number of years coaching in this assignment: \_\_\_\_\_

Number of years coaching in School District: \_\_\_\_\_

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Coach\***

\_\_\_\_\_  
**Date**

\*The signature of the coach acknowledges only that s/he has seen the evaluation and does not imply that s/he agrees with its contents. These evaluations will not be placed in your personnel file.