AGREEMENT

Between

BOARD OF EDUCATION OF THE

NORTH SHORE CENTRAL SCHOOL DISTRICT

and

NORTH SHORE SCHOOLS FEDERATED EMPLOYEES

July 1, 2012 through June 30, 2016

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AGREEMENT by and between the Board of Education of the North Shore Central School District (hereinafter referred to as the õBoardö) and the North Shore Schools Federated Employees (hereinafter referred to as the õFederationö).

ARTICLE I - RECOGNITION AND DUES DEDUCTION

A. The Board hereby recognizes the Federation as the exclusive representative of the professional personnel of the District (hereinafter referred to as õteachersö), including all psychologists, nurse-teachers, librarians, guidance counselors, regular substitutes, and registered nurses; but excluding all administrative personnel, curriculum associates, principals, directors and contingent substitutes, for the purpose of negotiating collectively in the determination of and administration of grievances arising under the terms and conditions of employment of such employee and for the purpose of entering into written agreement with the Federation in determining such terms and conditions of employment.

B. Recognition shall continue in full force and effect for the maximum period permissible under Article 14 of the Civil Service Law.

C. During the period of recognition, the Board shall deduct from the salaries of its professional employees membership dues and/or assessments for the Federation and its affiliates upon presentation to the Board of written authorizations signed by the individual member. The deduction shall be made in equal installments from each pay check commencing with the pay period following five (5) school days after the presentation of the signed authorization to the District Business Office. The authorization form shall be prepared and distributed by the Federation and shall contain a clause that the member waives all rights and claims for the money deducted and transmitted and relieves the Board from any liability. The Board shall transmit monies collected within five (5) school days of each installment date to any Federation officer at a place designated in writing by the Federation. Any authorizations presently on file with the Board or any of its officers shall be revoked upon the presentation to the Board of a more recent deduction authorization, which shall be deemed the authorization of the member.

ARTICLE II - APPOINTMENT, PROBATION, TENURE AND ABOLISHMENT OF POSITIONS

A. <u>Evaluation of Probationary Teachers</u>

1. For those probationary teachers subject to §3012-c of the Education Law and 8 NYCRR §30-2, nothing contained herein shall conflict with, nor be determined to conflict with the Districtøs APPR Plan document, the contents of which are set forth in Article II, Section G.

2. A probationary teacher shall be notified on or before April 15th whether he/she will be reappointed for the following school year. If April 15th falls during a school vacation period, the probationary teacher shall be notified by the last school day preceding the vacation. For a probationary teacher subject to §3012-c of the Education Law and 8 NYCRR §30-2, such notification shall be subject to modification based upon the receipt of the teacher complete APPR score.

3. In addition to any informal observations, a probationary teacher shall be formally observed in the classroom at least three (3) times each year prior to April 15th. A formal classroom observation is one where the observer makes a written report of the observation, including recommendations.

4. At the request of either the observer or the teacher, a conference shall take place within fifteen (15) school days after the formal observation. The observer will offer verbal impressions of the observation and the teacher will have an opportunity to discuss and react to those impressions. The observer@ notes of the observation shall be made known to the teacher and said notes shall be used as the basis for the conference.

5. A copy of the report shall be given to the teacher and placed in the teacher s personnel file within fifteen (15) school days after the observation is made. Upon his/her examination, the teacher shall be required to affix his/her signature to the observation or evaluation, which shall indicate only that he/she has examined it without any inference to be drawn from his/her signing. The report may refer to the classroom observation, discussions, or any other informal observations since the last formal observation.

6. An annual written evaluation of the teacher¢s service shall be made by the principal of the teacher¢s school.

7. The teacher shall have fifteen (15) school days from receipt of the observation and evaluation reports to prepare a written response, which shall also be placed in the file, affixed to the report.

8. In the case of any particular teacher, if the District should not comply with the various fifteen (15) school day requirements set forth in this Section, the remedy shall not on the first such occasion include removal of the observation or evaluation from the file unless the District is more than thirty (30) days late on such occasion.

B. Evaluation of Tenured Teachers

1. For those tenured teachers subject to \$3012-c of the Education Law and 8 NYCRR \$30-2, nothing contained herein shall conflict with, nor be determined to conflict with the Districtøs APPR Plan document, the contents of which are set forth in Article II, Section G.

2. All provisions of Section A, except paragraphs 1, 2 and 3, shall also apply to tenured teachers.

3. In addition to any informal observations a tenured teacher shall be formally observed in the classroom at least once each year prior to May 30th, except that those tenured teachers subject to §3012-c of the Education Law and 8 NYCRR §30-2 shall be formally observed at least twice each year prior to May 30th. A formal classroom observation is one where the observer makes a written report of the observation, including recommendations.

4. Matters of a disciplinary nature noted by school district personnel and included in an evaluation report which are not referable to an observation of the teacherøs performance shall be based upon author-identified writing, copies of which shall be provided

to the teacher within fifteen (15) school days of the events referred to in the writings. Evaluation reports may include results of observations provided that a written report of the observation by the observer was made and provided the District complied with Section A, paragraphs 3-7.

C. Intensive Supervision for Tenured Teachers

1. Phase 1. When a supervisor in the Middle School or High School, or the principal of an Elementary School, has notified a teacher that there is a serious concern with regard to that teacher¢s performance, and that concern has been expressed in at least one prior observation or evaluation of that teacher, the District may thereafter place that teacher under Phase 1 intensive supervision. The President of the Federation shall be informed when any teacher is to be placed under Phase 1 intensive supervision. Any teacher placed on intensive supervision shall be notified in writing.

2. Phase 2.

(a) If the District determines that a teacher¢s performance remains inadequate after no less than one school year of Phase 1 intensive supervision (or its equivalent), the District may place the teacher under Phase 2 intensive supervision, subject to the following conditions:

(i) A meeting must occur among the teacherøs immediate supervisor, the Assistant Superintendent for Instruction, the teacher, and a Federation representative, if requested by the teacher.

(ii) The meeting must be followed by a written notice to the teacher at least 90 days prior to the commencement of Phase 2 intensive supervision, indicating the Districts intention to place him or her under Phase 2 intensive supervision.

(b) For any teacher placed under Phase 2 intensive supervision, the District shall provide:

(i) recommendations to assist the teacher in remedying performance problems; and

(ii) the opportunity to meet no less than once per academic quarter with the teacher¢s immediate supervisor, the Assistant Superintendent for Instruction, and a Federation representative, if requested by the teacher.

(c) During Phase 2 intensive supervision, the teacher shall:

(i) remain at the level of compensation on the step and column of the salary schedule applicable to him or her at the time Phase 2 intensive supervision commenced; and

(ii) have the opportunity to meet no later than thirty days prior to the end of the Phase 2 intensive supervision period with the teacherøs immediate supervisor, the Assistant Superintendent for Instruction, and a Federation representative, if requested by the teacher, to discuss the Districtøs determination about whether Phase 2 intensive supervision should continue for another school year (or its equivalent).

(d) At the end of Phase 2 intensive supervision:

(i) a teacher who was not on a top step at the time Phase 2 intensive supervision commenced shall move to the salary schedule step next above the step on which he or she was placed when his or her salary was frozen, on the July 1 next following the cessation of Phase 2 intensive supervision.

(ii) a teacher who was on a top step on the salary schedule shall be entitled to any increase negotiated in the value of that step that takes effect on the July 1 next following the cessation of Phase 2 intensive supervision.

D. <u>Evaluation Form</u>

Any change of the evaluation form shall not be effected until the Federation is notified and consulted on such change.

E. <u>Annual Professional Performance Review (APPR) - Appeals Process</u>

- 1. Appeals Process
- a. The parties agree that in the context of any appeal filed by a unit member pursuant to Section 3012-c of the Education Law, the Superintendent of Schools shall render a final and binding determination, in writing, respecting the appeal. The Superintendentøs determination shall not be grievable or arbitrable. Notwithstanding the foregoing, nothing herein shall be construed as limiting the right of the employee to challenge said evaluation in any proceeding brought pursuant to Education Law §3020-a.
- b. The APPR appeals process shall be available only to teachers who have received an Overall Performance Rating of either õIneffectiveö or õDevelopingö on their End-of-the-Year Evaluation. Any teacher who has received an Overall Performance Rating of õHighly Effectiveö or õEffectiveö on his/her End-of-the-Year Evaluation shall not be permitted to appeal any aspect of his/her End-of-the-Year Evaluation, except if there is a monetary disadvantage for being rated õEffective;ö then a teacher may appeal such rating.
- c. Within thirty (30) school days of a teacher¢s receipt of the annual evaluation, the teacher may file an appeal with the Superintendent of Schools. Such appeal must be in writing. The Superintendent of Schools shall hold a meeting with the teacher to include a Federation representative if requested by the teacher within ten (10) school days of the Superintendent of Schools shall render a written appeal. The Superintendent of Schools shall render a written decision not more than ten (10) school days after such meeting.

F. <u>Teacher Improvement Plan (TIP)</u>

If a teacher is rated as õDevelopingö or õIneffective,ö it is the goal of both parties to improve the teacherøs performance so that his or her performance can again be rated as õEffective.ö For those receiving a õDevelopingö or õIneffectiveö rating, a Teacher Improvement Plan (TIP) will be provided. The purpose of a TIP is to assist teachers to work to their potential. A TIP is not to be used as a threat or disciplinary tool. Teachers must be formally observed annually a minimum of four (4) times and granted the opportunity for professional development before an õIneffectiveö rating can be issued.

Procedures:

- 1. When a teacherøs end-of-year evaluation results in a rating of õDevelopingö or õIneffective,ö the District will place a teacher on a TIP.
- 2. The teacher, with union representation at the teachersøoption, shall meet with the District to create a TIP within time limits as required by law or Commissionerøs Regulations.
- 3. The parties will identify areas in need of improvement, evidence needed to demonstrate improvement, a timeline for achieving improvement, and the manner in which improvement will be assessed.
- 4. The District will notify the union President that such teacher has been placed on a TIP. The union will be supplied with a copy of the TIP.
- 5. The teacher shall be offered the opportunity for a peer mentor from the Districtøs mentor program. The teacher will select the mentor, with the approval of the Superintendent and Federation President. If the teacher cannot decide on a mentor, the Superintendent and Federation President will select a mentor.
- 6. The teacher and mentor will be provided time during the school day to collaborate. The teacher and mentor will develop a plan for accomplishing the TIP goals and present that plan to administration within fifteen (15) school days. All dealings between the mentor and the teacher will be confidential. If future disciplinary actions occur, the mentor will not be required to testify at any future hearing(s).
- 7. The District will provide resources to help the teacher improve. Resources include, but are not limited to, participation in in-service coursework, employee assistance programs, peer observation, the District Professional Development Plan, modeling by administration, and the like.
- 8. The mentor and the teacher will collaborate for sixty-five (65) school days. During that time, the teacher will be observed twice by separate administrators. The administrators will concentrate on observing and evaluating goals identified in the TIP. The administrators will meet with the teacher within five (5) school days of the observation to discuss the observation. A written observation summary will be provided within fifteen (15) school days. The observation summary will be signed by both parties. The teacher will have the right to respond within fifteen (15) school days to the observation summary and the response will be attached.

- 9. After sixty-five (65) school days of teacher/mentor collaboration, the administration will assess the effectiveness of the intervention and the level of improvement. Based on that assessment the TIP will be adjusted appropriately.
- 10. The adjusted plan will be signed by the administrator and the teacher. The adjusted plan may include, but not be limited to, additional mentoring, peer observation, inservice coursework, modeling by administration, and the like. During this time, the teacher shall be observed and evaluated monthly by at least two different administrators, jointly chosen by the teacher and the administrator. The administrators will meet with the teacher within five (5) school days prior to the observation to discuss the goals of the lesson. The administrator will meet with the teacher within five (5) school days after the observation summary will be provided within fifteen (15) school days after the right to respond in writing within fifteen (15) school days and the response will be attached to the observation summary.
- 11. At the end of the TIP, if the TIP goals are reached, the TIP will terminate. The culmination of the TIP will be communicated in writing to the teacher. Attainment of TIP Goals shall result in an end-of-year evaluation rating the teacher as õEffectiveö or õHighly Effective.ö If the teacher is rated as õDeveloping,ö a new plan will be developed by the teacher, with union representation, and administration for the subsequent school year. The teacher will have union representation as the new plan is developed. If the teacher is still rated as õIneffective,ö the decision on how to proceed will be the choice of the administration.

G. Annual Professional Performance Review Plan - For teachers subject to \$3012-c of the Education Law and 8 NYCRR \$30-2:

I. Term of Agreement

a. Any changes to the 2012-13 APPR shall be collectively bargained by NSSFE and the District.

II. 60% Other Measures

- a. All 60 points in this category shall be based on the Silver Strong Thoughtful Classroom Teacher Effectiveness Framework Observation Rubric (hereafter õSilver Strong Rubricö).
- b. Formal Classroom Observations
 - Formal classroom observations are defined as classroom observations that are followed by a detailed written assessment of the lesson using the Silver Strong Rubric.
 Written feedback will include a review of teacher effectiveness in each of the four cornerstone dimensions of the Silver Strong Rubric as well as any additional dimension(s) appropriate to the observed lesson.

- ii. Probationary Teachers
 - 1. Three formal observations per school year
 - 2. One announced formal observation
 - a. the announced observation shall be the first formal observation of each school year; it shall be scheduled at a time mutually acceptable to the teacher and administrator.
 - b. the announced observation shall be preceded by a pre-observation conference and followed by a post-observation conference.
 - 3. Two unannounced formal observations
 - a. the teacher will be provided with a twoweek window for the unannounced observation.
 - b. the unannounced observation will be followed by a post-observation conference.
 - 4. At least one observation per school year shall be conducted by the building principal.
 - 5. At least two different administrators shall conduct formal observations in each school year of the probationary period.
- iii. Tenured Teachers
 - 1. Two formal observations per school year
 - 2. One announced formal observation
 - a. the announced observation shall be the first formal observation of each school year; it shall be scheduled at a time mutually acceptable to the teacher and administrator.
 - b. the announced observation shall be preceded by a pre-observation conference at the discretion of the teacher and/or administrator and will be followed by a post-observation conference.

- 3. One short, unannounced formal observation
 - a. the teacher will be provided with a twoweek window for the unannounced observation.
 - b. the unannounced observation will be shorter in duration than the announced observation.
 - c. the unannounced observation will be followed by a post-observation conference.
 - d. At least two different administrators shall conduct formal observations in each school year of the probationary period.
- 4. It is understood that nothing in section II(b) precludes district administration from conducting additional classroom observations and/or visitations.
- 5. Formal observations will not receive an overall HEDI mark or be awarded points.
- c. On or about the midyear point of each school year, every teacher at risk of receiving an overall rating of Developing or Ineffective shall be notified in writing. Such notice shall occur no later than January 31.
- d. At the end of the year, a holistic score out of 6 points shall be awarded in each of the 10 dimensions of the Silver Strong Rubric. Teacher scores shall be added together and the total out of 60 will count as 60% of the teacherøs APPR score.
- e. The following table shall be used in converting each DIMENSION of the Silver Strong Rubric into point scores:

HEDI Rating	Points
Highly Effective	6
Effective	5.7 ó 5.9
Developing	5.0 ó 5.6
Ineffective	0 ó 4.9

f. The following table shall be used in determining the overall performance of the teacher in the *60% Other Measures* category of the APPR:

HEDI Rating	Points
Highly Effective	60
Effective	57 ó 59
Developing	50 ó 56
Ineffective	0 ó 49

g. Resolving questions regarding a teacherøs rating(s) on the Silver Strong Rubric:

Collection of Evidence

- 1. Each teacherøs supervisor will provide an evaluation, including a numeric score, for all 10 areas on the Silver Strong Observation Rubric.
- 2. In formulating this evaluation, the presumption will be that a teacher is rated EFFECTIVE in each of the 10 areas unless there is compelling reason to adjust the rating in any area(s) upward or downward.
- 3. When writing an observation or final evaluation, the following protocols shall be observed by the supervisor(s):
 - a. For teacher performance in areas on the Silver Strong rubric rated HIGHLY EFFECTIVE: indicators of highly effective performance shall be checked; no additional written comments are required but they may be added at the supervisorøs discretion.
 - b. For teacher performance in areas on the Silver Strong rubric rated EFFECTIVE: written comments are required in the POSE and PROPOSE sections of the observation rubric; no additional written comments are required but they may be added at the supervisorøs discretion.
 - c. For teacher performance in areas on the Silver Strong rubric rated either DEVELOPING or INEFFECTIVE: written comments in all areas of the observation rubric are required.
 - d. **For probationary teachers**: written comments in all areas of the observation rubric are required regardless of HEDI rating.
- 4. Upon receipt of the evaluation, the teacher will have the opportunity to advocate that the score be raised in any area(s) where s/he feels the number does not accurately reflect the teacherøs practice. Ratings may be adjusted upward but will not be adjusted downward. To support

her/his case, the teacher will bring a written list of evidence to a meeting scheduled to discuss the rating(s). The teacher shall have at least five (5) school days to compile said list.

- 5. If, upon reviewing and discussing the written list, the supervisor does not believe that the list accurately reflects the teacher's practice, the administrator may ask for specific artifacts as proof of the list's accuracy. The teacher shall have at least five (5) school days to compile said artifacts.
- 6. In the event that the parties cannot reach an agreement, the matter will be appealed to the building principal. The building principal shall make a final determination of the teacherøs rating in the area(s) under discussion.
- 7. In all circumstances involving discussion of evidence and/or evaluation on the Silver-Strong Rubric, a teacher shall be permitted to bring a mentor and/or union representative to all meetings.

III. 20% Measure of Student Growth on Comparable Measures to State Assessments (SLOs)

- a. HEDI points for teacher SLOs shall be determined according to NYSED regulations regarding the teacher of record for each group of students.
- b. HEDI points for teacher SLOs shall be determined by student performance on a locally-created post-assessment
 - i. Teachers K-12 <u>WITH NO state exam</u>: SLO and postassessment shall be teacher-created.
 - ii. Teachers K-12 <u>WITH state exam</u>: the state will determine teacher scores based on their studentsøstate exam results; there is no additional SLO.
- c. SLO Objective
 - i. For all post-assessments (K-12), the objective shall be 85% of students achieving a score of 65% or better.
 - SLO objectives for individual teachers may be modified downward if student performance on the pre-assessment warrants such adjustment. No upward adjustment of the SLO objective shall be permitted.

Adjustment of SLO Objective

- 1. Criteria for adjusting the SLO Objective shall include but not be limited to the following:
 - a. The SLO Objective will be adjusted downward if pre-assessment data in a teacherøs class(es) indicate a significant deviation from the mean. A standard deviation model will be used to determine the amount of adjustment of the SLO Objective. Adjustments to the SLO target will only occur if class scores are at least one standard deviation from the mean. The adjustment shall correspond to the standard deviation. Such adjustment will only be calculated for teachers who have a shared pre- and post-assessment (i.e. grade level or departmental assessments).
 - b. In addition to or in lieu of the foregoing, the SLO Objective may be adjusted downward if, upon reviewing pre-assessment scores and/or other data, a teacher and/or supervising administrator believe(s) an adjustment to the SLO Objective is warranted. Such adjustment may include but is not limited to:
 - i. lowering the overall SLO Objective for a class or classes.
 - ii. eliminating the score(s) of specific student(s) whose particular circumstances warrant exclusion from the overall measurement of student achievement.
- 2. In the event that the parties cannot reach an agreement, the matter will be appealed to the building principal. The building principal shall make a final determination of adjustment.
- 3. In all circumstances involving discussion of adjustments to the SLO Objective, a teacher shall be permitted to bring a mentor and/or union representative to all meetings.

d. SLO Pre-Assessment

- i. All teachers of record, in accordance with NYSED regulations, shall administer a pre-assessment.
- ii. Pre-assessment and final assessment may be the same.
- iii. Pre-assessment data will not impact a teacher¢s final HEDI rating for the SLO.
- e. The following table shall be used in determining the overall performance of the teacher in the 20% Measure of Student Growth on Comparable Measures to State Assessments (SLOs) category of the APPR:

HEDI Rating	SLO Objective Description	APPR Score	% Students Achieving Objective
		20	85-100
Highly Effective	80 - 100% reach objective	19	81-84
		18	80-81
		17	76-79
		16	72-75
		15	68-71
		14	66-67
Effective	60 - 79% reach objective	13	64-65
		12	63
		11	62
		10	61
		9	60
		8	57-59
		7	55-56
		6	53-54
Developing	48 - 59% reach objective	5	51-52
		4	49-50
		3	48
		2	47
Ineffective	0 - 47% reach objective	1	46
		0	0-45

IV. Locally-Selected Measure of Student Achievement

- a. Per NYSED regulations, the Locally Selected Measure shall apply as follows:
 - i. For teachers whose students take a state assessment WITH a Value-Added Measure, the Locally Selected Measure will count as 15% of the overall APPR score.
 - For teachers whose students take a state assessment WITHOUT a Value-Added Measure, the Locally Selected Measure will count as 20% of the overall APPR score.
 - iii. For teachers whose students take a SLO assessment in lieu of a state exam, the Locally Selected Measure will count as 20% of the overall APPR score.
- b. HEDI points for the Locally Selected Measure shall be determined according to NYSED regulations regarding the teacher of record for each group of students.
- c. HEDI points for the Locally Selected Measure shall be determined by a composite score of building-wide student performance relative to a composite score of overall state performance on selected state assessments.
 - i. **Grades K-5**: All teachers in the building will receive a score based on a comparison of building ELA and Math scores to statewide ELA and Math scores. The percentage of 4th and 5th grade students in the building achieving levels 3/4 will be compared to the statewide percentage of 4th and 5th grade students achieving levels 3/4. Each comparison will yield a difference. Each teacher will be scored based on an average of the two differences. The score will be converted into HEDI points according to the table in section IV(d). In each elementary building, all teachers will receive the same HEDI score.
 - ii. **Grades 6-8**: All teachers in the building will receive a score based on a comparison of building ELA and Math scores to statewide ELA and Math scores. The percentage of 6^{th} , 7^{th} and 8^{th} grade students in the building achieving levels 3/4 will be compared to the statewide percentage of 6^{th} , 7^{th} and 8^{th} grade students achieving levels 3/4. Each comparison will yield a difference. Each teacher will be scored based on an average of the two differences. The score will be converted into HEDI points according to the table in section IV(d). All teachers in the middle school will receive the same HEDI score.

- iii. Grades 9-12: All teachers in the building will receive a score based on a comparison of building Regents exam scores to statewide Regents exam scores. Teachers will receive a composite score based on building results on the Comprehensive English, Global History and Geography, US History and Government, Physical Setting (Earth Science) and Geometry exams. This score will be compared with a composite score of statewide results on the same exams. The comparison will yield a difference. The score will be converted in HEDI points according to the table in section IV(d). All teachers in the high school will receive the same HEDI score.
- d. The following tables shall be used in determining the overall performance of the teacher in the *Locally-Selected Measure of Student Achievement* category of the APPR:

Locally Selected Measure: 15 point scale

Teachers with Value-Added Measure on State Assessment (Grade 4-8 ELA & Math)

HEDI Rating	HEDI Points	Criteria
Highly Effective	15	(4-7) percentage points above state average
Thginy Enective	14	(1-3) percentage point above the state average
	13	At the state average
	12	1 percentage point below the state average
Effective	11	2 percentage points below the state average
	10	3 percentage points below the state average
	9	4 percentage points below the state average
	8	5 percentage points below the state average
	7	6 percentage points below the state average
	6	7 percentage points below the state average
Developing	5	8 percentage points below the state average
	4	9 percentage points below the state average
	3	10 percentage points below the state average
	2	11 percentage points below the state average
Ineffective	1	12 percentage points below the state average
	0	13+ percentage points below the state average

Locally Selected Measure: 20 point scale

Teachers with State Assessment without Value-Added Measure (Grade 3 ELA /Math and All Regents Teachers) *as well as* All Other Teachers (teachers without a state assessment)

HEDI Rating	HEDI Points	Criteria
	20	7+ percentage points above the state average
Highly Effective	19	6 percentage points above the state average
18		5 percentage points above the state average
	17	4 percentage points above the state average
	16	3 percentage points above the state average
	15	2 percentage points above the state average
	14	1 percentage points above the state average
Effective	13	At the state average
	12	1 percentage point below the state average
11		2 percentage points below the state average
	10	3 percentage points below the state average
	9	4 percentage points below the state average
	8	5 percentage points below the state average
	7	6 percentage points below the state average
Developing	6	7 percentage points below the state average
	5	8 percentage points below the state average
4 9		9 percentage points below the state average
	3	10 percentage points below the state average
Ineffective	2	11 percentage points below the state average
meneeuve	1	12 percentage points below the state average
	0	13+ percentage points below the state average

V. Librarians

- a. No district librarian will be evaluated according to the APPR unless s/he is the teacher of record as defined by educational law.
- b. District librarians will be evaluated by a rubric specifically designed for their responsibilities.

H. Abolishment of Positions

1. The Board shall not vote to abolish any teaching position (excluding extracurricular, coaching and other extra-pay assignments) covered by this Agreement without first notifying the Federation. Within thirty (30) days from the notification, the District shall consult with the Federation, if so requested, about the decision. During this consultation, the reason or reasons for the decision will be stated and the Federation shall have the opportunity promptly to study them and respond. Such consultation shall not constitute negotiations pursuant to the Taylor Law. Nothing in this paragraph providing for consultation shall in any way limit the Board¢s right to abolish the position or positions in question. Further, that right shall not be subject to grievance or arbitration hereunder.

2. A teacher whose services are terminated because of abolishment of position or excess in a position will be entitled to initial consideration in the filling of any vacant position for which the teacher is certified.

ARTICLE III - TEACHER PERSONNEL FILE

A. Each teacher shall have a personnel file located in the Central Office of the District. The file shall contain all written material concerning the teacher¢s employment, conduct, service, character or personality.

B. Written materials not based on formal classroom observation may be placed in the personnel file after the teacher has been given a copy, but not before the teacher has been given fifteen (15) school days to examine the material. Upon his/her examination, the teacher shall be required to affix his/her signature to the material, which shall indicate only that he/she has examined the material without an inference to be drawn from the fact of his/her signing. At his/her option, at the time of the examination, the teacher may comment in writing concerning the material, which writing shall be affixed to the material. In the event that the teacher does not examine, sign and comment within the said fifteen (15) school days, the material may be placed in the file or folder.

C. Materials received from people other than school district personnel shall be placed in the file within (15) school days of their receipt and a copy thereof shall be provided to the teacher. No statutory disciplinary action may be taken on the basis of written materials that are not author-identified.

D. A teacher shall be entitled to examine his/her personnel file or folder, in the presence of an administrator, and, with, at the option of the teacher, his/her representative, provided that the teacher has presented his/her request to do so to the Superintendent seven (7) school days prior to the date upon which the examination is to take place.

E. The teacher shall be permitted to copy any material he/she is entitled to examine.

F. Material of a confidential nature used for pre-employment purposes may be placed in the teacher¢s personnel file or folder without following the procedures of this Article and shall not be available to the teacher for inspection, examination, or reproduction.

G. The remedy, should the District not comply with the various fifteen (15) day requirements set forth in this Article, shall not include removal of the written material from the file on the first such occasion with respect to a particular teacher, unless the District is more than thirty (30) days late on such occasion.

H. Any disciplinary action taken against a tenured teacher shall be based on material in the teacher¢s personnel file. Except as provided in Section C, such material must have been placed in the teacher¢s personnel file within a reasonable time after the events upon which disciplinary action is taken and subjected to the procedures of this Article. The provisions of this Article shall not be construed to supersede provisions for the dismissal of tenured teachers as provided by the New York State Education Law.

ARTICLE IV - FILLING OF VACANT POSITIONS

A. All vacancies in positions paying a salary differential or positions on the administrative-supervisory level, and all positions which provide for salary in addition to the regular salary schedule, including but not limited to summer school, summer programs and coaching positions, shall be filled as follows:

Except in emergency circumstances, notice of the vacancy, which shall include the qualifications for the position and the salary, shall be posted on the mailroom bulletin board in each building and via the District email system at least seven (7) days prior to the appointment exclusive of vacation periods during the school year. In the event positions for the school year become available during the summer recess, which must be filled prior to seven (7) days after the commencement of school in September, wherever practicable the notices shall be mailed to those teachers who have provided the Central Administration Office with at least two stamped selfaddressed envelopes for that purpose.

B. In filling such position, initial consideration shall be given to applicants regularly employed by the District, provided, the qualifications for the position are met. Coaches and teachers engaged in co-curricular activities shall be notified in writing, within two weeks of the completion of the sport or activity as to whether their performance is satisfactory and they will be retained in the activity or sport, or unsatisfactory and are to be dropped for the following season or year, as may be applicable. Coaches and such teachers shall notify the District in writing of acceptance of the assignment within 30 calendar days of notice of continuation.

C. The Boardøs decision shall be final.

ARTICLE V - TRANSFERS

A. <u>Elementary School Transfers</u>

For the purposes of this Article, transfers at the elementary school level relate solely to building-to-building transfers.

B. <u>Voluntary Transfers</u>

1. Any teacher may submit a written request to his/her building principal for transfer to another work location or assignment. Requests must be filed by March 1. The request for transfer may be submitted even though an opening does not exist at the time of the submission.

2. A file of all transfer requests shall be maintained in the Personnel Office until September 30^{th} of the year in which the request was submitted.

3. An interview will be held between the teacher and the receiving principal and, where necessary or appropriate, the administrator in charge of personnel.

4. The following will be applied in judgments about voluntary reassignments/transfers:

- (a) Instructional requirements of the school
- (b) Staff availability
- (c) Individual qualifications of the teacher applicant
- (d) The convenience and wishes of the teacher applicant

5. Where the factors listed in paragraph 4 above, are substantially equal, preference will be given to the applicant with the greatest number of years of service in the District.

6. Nothing contained in this Agreement shall limit or restrict the District from considering applications from persons not on the staff or appointing such applicants at its discretion after applicable procedures heretofore set forth have been followed.

7. As soon as practicable, but no later than June 1, the District will inform the teacher whether the request has been approved or denied. If the request is denied, the teacher shall have five (5) school days from receipt of the denial to make a written request for a conference with the appropriate administrator and the administrator must schedule the requested conference within five (5) school days after the request is made. At the request of the teacher, the reasons for denial will be given to the teacher in writing.

C. <u>Involuntary Transfers</u>

1. When involuntary transfers are made, a teacher¢s area of competence, training, major and/or minor field of study, quality of teacher performance and length of service in the District will be considered, together will instructional requirements and staff availability in determining which teacher is to be transferred.

2. Written notice of involuntary transfer or reassignment will be given to teachers as soon as practicable, but not later than June 1, provided, however, that such date shall not apply in the event that enrollment changes or teacher leaves require transfers after that date.

3. Tenured teachers so transferred will be transferred to a position in the appropriate tenure area with tenure.

4. When the need for an involuntary transfer or reassignment is known during the school year, volunteers who have applied in writing from among those meeting the qualifications of the position will be considered. Final decision remains with the Superintendent.

5. Any involuntary transfer will be made only after affording the teacher involved the opportunity to meet with the Superintendent, at which time the reason for the transfer or the reassignment will be given. The teacher must request the meeting with the Superintendent within five (5) school days after being notified of the intended transfer and the said meeting must be held within five (5) school days after the teacher¢s request. The teacher will be accompanied by a Federation representative, if requested by the teacher involved.

6. Other vacancies in the school system will be discussed with the teacher. The teacher may request a transfer to another position and that request will be considered. Final decision remains with the Superintendent.

D. <u>Arbitration</u>

No arbitrator shall have the authority to issue an award substituting his/her judgment for that of the District as to whom should be selected pursuant to this Article.

ARTICLE VI - SCHOOL CALENDAR

A. The calendar for each year of this Agreement shall be established after consultation with the Federation. The calendar shall contain no more than 183 teacher work days including two (2) Superintendent¢s Conference Days. If during any school year the use of snow days brings the District below the minimum number of school days required by applicable law for one group of unit members but not others, the make up day or days shall nonetheless be a work day or work days for all unit members.

In the event that it becomes necessary because of snow day closures to schedule additional instructional time at the elementary level to meet State student instructional attendance requirements, the spring Superintendent¢s Conference Day shall be a day of instruction at the elementary level and a Superintendent¢s Conference Day at the secondary level.

B. The termination of the work year and payment of the final salary check is predicated upon satisfactory completion of the end-of-year check-out procedure as previously constituted. Accordingly, there shall not be direct deposit of the final salary check of the year.

C. The termination dates specified in the calendars do not apply to positions that have previously had a longer school year.

D. It is recognized that notwithstanding the calendars above referred to, members of the unit may be needed in the high school on the last Monday in June to perform functions traditionally accomplished on that day. The principal of the high school may select such personnel in the exercise of his/her discretion, but he/she shall endeavor to keep the number so assigned to a minimum, and shall notify the Federation in advance of the teachers who have been selected.

ARTICLE VII - TEACHER WORK DAY

A. Teachersøwork day shall not apply to guidance counselors, whose work day shall be four (4) hours of work per week beyond the student day, to be scheduled by mutual agreement between an individual guidance counselor, the Director of Guidance and the Building Principal. A stipend for guidance counselors shall be increased by the salary percentage increase for each year of this Agreement as follows:

Effective July 1, 2012-13	\$4,686
Effective July 1, 2013-14	\$4,709
Effective July 1, 2014-15	\$4,733
Effective July 1, 2015-16	\$4,757

B. For the purpose of determining the teacher day, the length of the school student day shall be as follows:

6 hours and 50 minutes at the High School6 hours and 50 minutes at the Middle School6 hours and 15 minutes at the Elementary Schools

In the event a building is placed on õdouble sessions,ö the Federation shall be notified of any changes in the daily program resulting therefrom. For the duration of this Agreement, i.e., until June 30, 2016, special area teachers shall not be required to teach more than six sessions in one day; this shall only be applicable to elementary school teachers.

C. The teacher work day shall commence fifteen (15) minutes prior to the regular student day and terminate as follows:

1. Teacher meetings are to be set on Monday of each week but can be scheduled on one day each week except Friday, for faculty, grade level or department meetings, to commence ten minutes after the close of the regular school day. The maximum total time for such meetings will be one (1) hour. During the school year, on four (4) separate occasions, meetings will not be held during a week that a federal holiday is celebrated, (e.g. Labor Day, Columbus Day, Martin Luther King Day, Memorial Day.) In the event that a particular meeting is scheduled for a day other than Monday, one weekø notice shall be provided. Teachers shall be relieved of student help or other activities if scheduled for the day of the meeting. When such meetings involve only elementary teachers they shall start 15 minutes after student dismissal time and shall terminate no later than one hour after the commencement. All district-wide teacher meetings including secondary meetings shall begin no later than 3:10 p.m. and shall terminate one (1) hour after the commencement. If they have no meeting scheduled, teachers may leave ten (10) minutes after the close of the regular student day.

Nothing contained in this provision shall result in the holding of a meeting during a week when there is back to school night.

Nothing contained in this provision shall result in holding a meeting during weeks when secondary teachers have grading days. This condition shall only be applicable to secondary teachers.

Nothing contained in this provision shall result in holding a meeting during weeks when there are full day parent/teacher conferences. This condition shall only be applicable to elementary teachers.

2. Professional Learning Committees:

Subject to the approval of the Superintendent or his designees, PLC planning may occur by semester. Subject to the approval of the Superintendent or his designees, PLC meetings may occur on any day of the week and/or at an offsite location so long as the Superintendent receives summary minutes of the meeting, an agenda prior to the meeting and a sign in sheet of attendees immediately following the meeting or a short time thereafter. Alternate meetings shall not be held during the student day.

3. Two (2) thirty (30) minute periods beyond the length of the regular student day shall be set aside by the teacher each week specifically for help to the students of that teacher. The principal may, at his/her discretion, require a teacher to specify, on a weekly basis, which days and locations have been allocated by the teacher for this help. In the event there are no students to help, the teacher may leave prior to the expiration of the said thirty (30) minute period but no earlier than ten (10) minutes after the said period has begun and upon notice to the principaløs office of such early leaving. Where a parent-teacher conference cannot be scheduled

at another time after school, the conference may be scheduled by the parent and teacher on a day allocated for student help under this provision.

4. One day each week for such period of time as may be needed for parentteacher conferences scheduled by the teacher, work on curricular committees, and such other professional activities as may be mutually agreed to between the principal and the teacher. If none of these activities occur, the teacher may leave ten (10) minutes after the close of the regular student day.

5. On Fridays, teachers shall be free to leave ten (10) minutes after the close of the regular student day.

D. Sign-out sheets shall be made available no later than ten (10) minutes after the close of the regular student day.

E. The District will not require any teacher to stay beyond the time periods specified in Section C, 1-5. On the other hand, no attempt shall be made to discourage any teacher from voluntarily remaining beyond the periods specified. The commitment shall be adhered to in good faith by both parties.

F. Parent Reporting

Teachers in grades K through 5 shall be provided with no fewer than two (2) days during the fall semester and one (1) day during the spring semester free from student supervision for the purpose of parent reporting. Kindergarten conferences may be built into the extended day. When a parent/teacher conference cannot be scheduled at another time before or after school, or during other available times, the conference may be scheduled by the parent and teacher on a day allocated for student help under Section C(3) of this contract. During the spring semester, additional parent/teacher conference time will be scheduled beyond the one (1) day allocated for such activities. Parents shall be accommodated within two (2) weeks of the date of the full release day.

G. In the elementary schools, grades K-5, the first day of school for students and another day during the month of September shall be half days for students and a full day for teachers. The last three (3) days of school shall be half days for students but full days for teachers.

H. Librarians and nurses have the same time obligation as set forth above for other members of the Unit except Guidance Counselors.

I. Except in unusual circumstances, shared teachers shall not be assigned duty periods during the school day.

ARTICLE VIII - TEACHER PROGRAMS

A. <u>Elementary School</u>

1. All elementary classroom teachers and special area teachers will have a fifty (50) minute lunch period and a preparation period of at least thirty (30) minutes per day. In addition, special area classes will be scheduled with five (5) minutes between periods. However, because of scheduling exigencies, a special area teacher may be assigned two consecutive periods of the same grade level without a five (5) minute break in between.

2. Subject to Section E below, teachers in the elementary schools, grades K-5, shall be assigned as much uninterrupted duty free preparation time each day during the student day as scheduling permits, but not less than thirty (30) minutes. Special area teachers may be granted additional uninterrupted duty free preparation time by the Superintendent, but the amount of preparation time per day shall be determined in the sole discretion of the Superintendent, which shall not be subject to the provisions of Article XV.

B. <u>Middle School</u>

A teacher¢s daily program shall not exceed the following, except with the consent of the teacher:

1 advisory period

5 teaching periods

1 lunch period equal in length to a full teaching period

1 duty period

2 preparation periods, equivalent in length to two (2) full teaching periods.

One of the two (2) preparation periods shall be assigned for team planning where applicable. The second preparation period for teachers teaching in two (2) schools may be satisfied by two segments equaling the time of a preparation period, but in no event shall one of the segments be less than twenty (20) minutes.

C. <u>Senior High School</u>

1. Within the nine period day at the senior high school, teachers shall be assigned to one lunch period, one preparation period, one duty period and one professional period. Each teacher shall teach up to thirty (30) periods of instruction each six day cycle.

2. The professional period* shall provide the opportunity for teachers to engage in a variety of activities that support improved instruction, pedagogy, assessment, collaboration, and educational reform such as:

- Meetings with colleagues within and across disciplines
- Involvement in student presentations
- Help for students during established office hours
- Collaborative planning to integrate the disciplines
- Meetings with parents and administrators
- Other activities that have been mutually agreed upon by the administration and the Federation

Teachers will be given adequate notice of meetings.

Teachers shall make their election of the above activities on a form to be provided by the administration.

*Formerly referred to as the õPlan Bö additional period.

3. During the daily duty period, teachers shall be assigned, at the direction of the administration, to certain instructional support services which shall be academic intervention services, tutoring, or enrichment for up to ten (10) continuous weeks per year within their areas of certification. Academic intervention services assignments may include assignment to academic resource room, or õpush-inö assistance to pupils and/or teachers, or assignment during a classroom period of up to five (5) students to the teacher for academic intervention services, tutoring, or enrichment. (In the latter cases, the same five students shall be assigned to the teacher during the teacherøs ten (10) week assignment). The administration shall consider on a seniority basis the preference of staff to be assigned to academic intervention, tutorial, or enrichment assignments. Further, such assignments shall be in the area of that teacherøs certification. Teachers assigned to academic intervention services, tutoring, or enrichment are: 1) required to prepare appropriate lessons associated with academic intervention services; 2) required to discuss the intended provision and progress of academic intervention services, tutoring, or enrichment services with the students teacher; 3) required to provide students regular classroom teachers with reports on student progress and information with regard to academic intervention, tutoring, or enrichment services that have been provided. The District will provide appropriate professional development to teachers with respect to the above described responsibilities. The High School Music Department shall be exempt from the requirement of the performance of ten (10) continuous weeks of AIS, tutorial or enrichment services.

During the weeks of each school year, not designated in Section (3)(a) above, teachers shall select either a supervisory duty (as defined by the parties@August 31, 1989 agreement attached hereto as Appendix 2) or a professional activity; the latter shall include but shall not be limited to such activities as õaction researchö, journaling, reflective portfolio, video/audio of lessons, participation in a study group, and peer mentoring. Teachers shall make their election on a form to be provided by the administration.

4. Any assignment (other than those described in the first paragraph of subsection 3 above) which requires a teacher to incur an overload (teaching more than thirty (30)

classes each six day cycle) shall result in the payment of additional compensation. Refer to Article X (B). Teachers assigned to a $2/30^{\text{th}}$ or more overage for the full year shall not be required to perform the services described in Section 3 above. However, teachers assigned to a $2/30^{\text{th}}$ or more overage for only one semester may be assigned up to five (5) weeks of the responsibilities described in Section 3 above, during the semester the teacher is not assigned an overage.

5. The administration will attempt to provide a common planning time for faculty who are assigned to teach the same group of students. Teachers will use this time for team planning.

D. The middle and senior high principals shall use their best efforts equitably to rotate unpaid duties including homeroom assignments each semester, it being recognized that such best efforts may be limited, among other things, by scheduling difficulties, the nature of the assignment, and physical limitations.

E. Every effort shall be made by the administration to minimize the frequency of requiring a teacher to perform as a substitute for any other teacher. No teacher shall be assigned to substitute for a principal.

F. Administrators shall continue to make every effort to minimize the frequency of a teacher¢s program containing more than three (3) teaching preparations.

G. Each teacher shall be notified by June 1st of his/her tentative assignment for the next school year, which notice shall include the building, grade level, subjects and course titles tentatively assigned.

H. The District shall provide the Federation with thirty (30) calendar daysø written notice of any proposed variance from the existing elementary, middle school, or high school programs for the purposes of impact bargaining.

ARTICLE IX - CLASS SIZE

A. <u>Elementary Schools</u>

1. It shall be administrative policy to aim for a class size of twenty-five (25), with additional sections formed when the enrollment nears thirty (30), if practicable.

2. When a class size in kindergarten through third grade exceeds twenty-two (22) and in fourth grade through fifth grade exceeds twenty-five (25), additional help may be given to the teacher at the request of the principal at the discretion of the Superintendent and the Board.

3. It shall be administrative policy to aim for smaller class size in blended classes than regular classes except in special circumstances when it is educationally appropriate

for a regular class to be smaller than a blended class. In planning blended class size, the administration will aim for the assignment of up to five (5) blended students.

4. Classroom teachers shall be provided the opportunity to discuss the composition of the classes to which they are assigned with respect to concerns arising from the placement of students in the teacher¢ class. The teacher may request a meeting to discuss the matter. The meeting will include the Superintendent or his/her designee, the teacher, a union representative, the building principal and a guidance counselor, social worker, or school psychologist most familiar with the students assigned to the teacher. The final determination of a resolution of the teacher¢ concerns will be solely at the discretion of the Superintendent.

B. <u>Secondary Schools</u>

1. It shall be administrative policy to aim for a class size of twenty-five (25), except for õextendedö classes in the high school, and õfoundations in learningö classes in the middle school, where the policy shall be to aim for a class size of fifteen (15). New sections shall be formed when the enrollment nears thirty (30) and twenty (20) respectively, if practicable.

2. The class size limitations set forth above shall not apply to classes of band, orchestra, chorus, or music, and additional sections of secondary school physical education will be formed when the enrollment nears thirty-five (35), if practicable.

pupils.

3. The secondary school nurses shall not have a pupil load exceeding 750

4. Classroom teachers shall be provided the opportunity to discuss the composition of the classes to which they are assigned with respect to concerns arising from the placement of students in the teacher¢ class. The teacher may request a meeting to discuss the matter. The meeting will include the Superintendent or his/her designee, the teacher, a union representative, the building principal and a guidance counselor, social worker, or school psychologist most familiar with the students assigned to the teacher. The final determination of a resolution of the teacher¢ concerns will be solely at the discretion of the Superintendent.

ARTICLE X - COMPENSATION

A. <u>Regular Salary</u>

1. 2012-13: Each step on the 2011-12 salary schedule shall be increased by 0.50% effective July 1, 2012 to create a salary schedule for the 2012-13 school year. Teachers in the bargaining unit shall not be paid step increment for the 2012-13 school year. Teachers shall not be eligible for horizontal movement across the salary schedule during the 2012-13 school year.

2013-14: Each step on the 2012-13 salary schedule shall be increased by 0.50% effective July 1, 2013 to create a salary schedule for the 2013-14 school year. Teachers in the bargaining unit shall be paid step increment on February 1, 2014. Teachers shall be eligible for horizontal movement across the salary schedule as provided for in Article X(C)(11).

2014-15: Each step on the 2013-14 salary schedule shall be increased by 0.50% effective July 1, 2014 to create a salary schedule for the 2014-15 school year. Teachers in the bargaining unit shall be paid step increment on February 1, 2015. Teachers shall be eligible for horizontal movement across the salary schedule as provided for in Article X(C)(11).

2015-16: Each step on the 2014-15 salary schedule shall be increased by 0.50% effective July 1, 2015 to create a salary schedule for the 2015-16 school year. Teachers in the bargaining unit shall be paid step increment on February 1, 2016. Teachers shall be eligible for horizontal movement across the salary schedule as provided for in Article X(C)(11).

Upon the expiration of this Agreement, the District shall resume granting increment on July 1st of each school year, unless negotiated otherwise by the parties. It is the intent of the parties that the rights of unit members to increment on July 1st of each year until a new agreement is negotiated not be diminished by the waiver and/or delay of increments provided for during the term of this Agreement.

The salary schedules for the 2012-13, 2013-14, 2014-15 and 2015-16 school years are annexed hereto as Appendix 3.

2. There shall be no deviation from said schedules except as provided in this Agreement. The said salaries shall be for service during the respective school years as set forth on the school calendar and for the daily hours as set forth under Article VII.

3. Deduction for each day of unpaid absence shall be $1/200^{\text{th}}$ of the teacher's regular salary.

4. Salaries shall be paid bi-weekly. In the event the salary payment date occurs on or during the school holiday, payment shall be made no later than the last school day prior to the holiday.

5. A new teacher whose regular employment begins prior to February 1, of any school year, will be advanced one step on the appropriate schedule as of July 1, of the following school year; new teachers whose regular employment begins between February 1, and the close of the school year, will be advanced one step on the appropriate schedule as of the July 1st next following completion of a full year's schedule.

6. <u>Provisions Applicable to Teachers Hired on or After July 1, 2012</u>

(i) Any teacher who is appointed as a probationary teacher by

the Board of Education on or after July 1, 2012 shall remain on the step on which they are initially placed at their time of appointment for a period of two years before advancing to the next step on the salary schedule, except that this provision shall not be applicable to:

- 1. any teacher who was previously granted tenure in another school district within the State of New York; or
- 2. any teacher who is employed by the School District as a leave replacement teacher as of April 19, 2012.

(ii) Leave replacement teachers shall not be required to remain on the step on which they are initially placed at their time of appointment for a period of two years before advancing to the next step on the salary schedule. Leave replacement teachers shall be entitled to incremental movement in each year of the Agreement subject to the terms and conditions set forth in Article X.

(iii) Any teacher who is appointed as a probationary teacher by the Board of Education on or after July 1, 2012 shall be eligible for horizontal movement across the salary schedule as provided for in Article X(C)(11) of the labor agreement.

B. <u>Overages</u>

(i) Except as provided in paragraph (ii) below, Secondary school teachers shall be compensated for overages based upon the ratio of the overage teaching periods to the number of regular teaching periods; e.g., a teacher teaching 32 periods in a six day, 30 period cycle for a school year will be paid an additional 2/30 of his or her annual salary. The obligation to provide AIS/Enrichment/Tutorial services pursuant to Article VIII (C3-C4) shall not be deemed an overage.

(ii) The District shall not be required to pay a teacher for an overage in any school year in which the overage is offset by an equal underage in the other semester, subject to the following:

a. The District shall use its best efforts to avoid situations in which a teacher is given an overage in one semester of a school year and an underage in the other.

b. The district may assign a teacher an overage schedule provided the split does not exceed 33/27 or 27/33.

c. The District may assign a split of greater than 33/27 or 27/33 but not exceeding 36/24 or 24/36, provided the written consent of the teacher shall have been obtained.

d. The District may not split a full year course between or among teachers to implement this provision.

C. <u>Education Credit</u>

1. For salary schedule advancement on the MA salary schedules, the only credits that may be used are those earned after the receipt of the Master's Degree for graduate level courses and courses leading to a college degree that are subject-connected or approved by the Superintendent or his/her designee, which approval shall not be unreasonably withheld. However, teachers who, as of September 1976, have received a Master's Degree and have credits earned prior to the Master's Degree but not yet credited toward salary advancement on the Master's schedules, shall be allowed to use such credits for salary advancements. Nothing contained in this provision shall result in a withdrawal of salary schedule advancement already effected, or shall require the District to grant salary credit where such credit was precluded under the previous contract.

2. For in-service credit taken prior to July 1, 1974, salary credit shall be limited to fifteen (15) salary credits and in-service credits in excess of ten (10) must be earned subsequent to July 1, 1970.

3. The courses for which in-service credit will be granted must be subject connected or approved by the Superintendent, which approval shall not unreasonably be withheld, and shall be for courses offered by Regional Curricular Centers (BOCES), the State Education Department, North Shore Schools or an accredited degree-granting college or university. The teacher shall notify the District in writing before enrolling in any in-service course other than one offered by the District. The District shall use the Nassau BOCES protocol for approval of online courses, which protocol is attached hereto as Appendix 8.

4. Credits shall be determined as follows:

15 class hours per semester = 1 credit 30 class hours per semester = 2 credits 45 class hours per semester = 3 credits

5. Each five (5) hour in-service course shall be equal to one-third (1/3) of a credit, it being understood that credit is only given for completed courses (no fractional credit). In-service courses offered by the District shall be scheduled in blocks of five (5) hours (e.g., 5, 10, 15, 20).

6. After presenting evidence of satisfactory completion of an acceptable inservice course, the teacher shall promptly be furnished with a completion certificate by the District.

7. Curriculum work performed outside of the regular hours of work during the school year and approved in advance by the Superintendent or his designee shall be granted one (1) in-service credit for each fifteen (15) hours of such work or one-third (1/3) credit for each five (5) hours.

8. <u>Curriculum Work Compensation</u> ó The rate of compensation for curriculum work shall be sixty-one dollars and fifty cents (\$61.50) per hour and three hundred sixty-eight dollars and ninety-nine cents (\$368.99) per day for the 2012-13 school year. This compensation shall be increased by the salary percentage increase for each year of this Agreement as follows:

	Hourly Rate	Maximum Rate
Effective July 1, 2013-14	\$61.81	\$370.83
Effective July 1, 2014-15	\$62.12	\$372.68
Effective July 1, 2015-16	\$62.43	\$374.54

9. An MA 75 column is added as a renewable step at the same level of compensation as the PHD/EDD column in accordance with the following:

- a. The teacher shall acquire fifteen (15) credits expressly reviewed and approved by the administration; the courses shall be taken on or after July 1, 2008.
- b. During the first two (2) years after achieving MA 75 placement, the teacher must acquire within two (2) years forty-five (45) seat hours (e.g. three (3) in-service or one (1) graduate college course). If the teacher does not comply with these requirements, he/she shall revert back to the MA 60 column effective on the first day of the month two (2) years after achieving MA 75 placement.
- c. In the event a teacher experiences a õlife eventö such that the teacher cannot complete forty-five (45) seat hours within two (2) years after achieving MA 75 placement, the time period for the teacher to acquire forty-five (45) seat hours will be extended by one (1) year at the discretion of the Administration.
- d. Any õlife eventö shall be defined as the death or illness of a spouse, parent or child, divorce or disabling illness or injury.

10. Other Compensation

a. Upon request of a teacher, the District shall pay thirty-three dollars and forty-three cents (\$33.43) per credit hour for a maximum of one in-service credit earned per year by teachers on the MA salary schedule, except for teachers on the MA 75 column. Compensated in-service credits may not be used for column movement. Nothing contained in this provision shall result in the District paying for inservice credits for teachers on the MA 75 column. This compensation shall be increased by the salary percentage increase for each year of this Agreement as follows:

Effective July 1, 2013-14	\$33.60
Effective July 1, 2014-15	\$33.77
Effective July 1, 2015-16	\$33.94

- b. Teachers on the salary schedule who have not yet obtained a Master's degree will have the option of receiving either credit or the current curriculum hourly rate of pay for District initiated inservice course work.
- c. At the Master's + 60 level, teachers will have the option of receiving either credit or current curriculum hourly rate of pay for District initiated in-service courses taken beyond the Master's + 60 level.
- d. At the Masterøs + 75 level, teachers shall receive the current curriculum hourly rate of pay for District initiated in-service courses taken beyond the Masterøs +75 level.

11. <u>Column Movement</u> - Horizontal movement across the salary schedule shall be limited to one (1) column every school year. This provision shall only be applicable to teachers who have already obtained a Masterøs degree.

D. <u>Salary Differentials</u>

The salary differential for Guidance Counselors and eligible psychologists shall be increased by the percentage increases in the salary schedules. The said differentials shall not be considered as compensation for days worked beyond the teacher work year as hereinabove defined. Psychologists hired after June 30, 1983 shall not receive a salary differential.

E. <u>Summer School Salary</u>

Teachers employed in the summer school shall be compensated as follows:

1. Effective July 1, 2012, summer school teachers, including Driver Education and Regents Review, shall be compensated at the rate of \$91.52 per hour. This compensation shall be increased by the salary percentage increase for each year of this Agreement as follows:

Effective July 1, 2013-14	\$91.98
Effective July 1, 2014-15	\$92.44
Effective July 1, 2015-16	\$92.90

First consideration for summer school employment shall be given to teachers of the North Shore School District.

2. <u>Driver Education</u> - The District is authorized to use non-bargaining unit employees to provide driver education for District students; provided, however, that any contractor retained to provide such education shall be required as part of the agreement between the District and the contractor to grant bargaining unit members the right of first refusal to teach any theory or classwork and to schedule same at times other than during the regular school day.

3. When a summer course is offered with a New York State mandated minimum number of meetings which exceeds the contract maximum, the teacher shall be paid pro rata for each additional meeting.

F. <u>Guidance Counselors' Work</u>

1. The work period and schedules of guidance counselors shall be based on the needs of the department and shall be arranged mutually between the principal, Director of Guidance, and the counselors, with the approval of the Superintendent's Office, but shall consist of twenty (20) days for all guidance counselors tenured as guidance counselors in the District as of June 15, 1992 and no fewer than ten (10) days in excess of the teachers' work year for all other District guidance counselors. The compensation for these days for guidance counselors prescribed in this Agreement shall be on a per diem basis of 1/200th of the annual salary in effect at the time services are rendered.

2. In each school year, counselors shall be available for up to a total of two days during the regular school year, to be scheduled by the Director of Guidance based on the needs of the Department. Such counselors' summer work days shall be reduced by the number of such days scheduled. Counselors shall be selected at the discretion of the Director from volunteers and, if there are an insufficient number of volunteers, assigned on a rotating basis in inverse order of counselors' seniority as counselors.

G. <u>Extra and Co-Curricular Salaries</u>

1. Coaching Salary Schedules effective 2012-13, 2013-14, 2014-15 and 2015-16 are annexed hereto as Appendix 4, which reflect increases of 0.50%, 0.50%, 0.50%, and 0.50% respectively.

2. <u>Non-Athletic Activities Supervision</u> - Each teacher performing the services described in Appendix 5 annexed hereto shall be paid the corresponding compensation designated thereon for said activity. The compensation set forth in Appendix 5 reflects increases of 0.50% effective July 1, 2012, 0.50% effective July 1, 2013, 0.50% effective July 1, 2014 and 0.50% effective July 1, 2015.

3. <u>Chaperoning</u>

Evening and after school events including plays, concerts, dances, ring dinner, graduation, competition, etc.:

The compensation shall be increased by the salary percentage increase for each year of this Agreement as follows:

	Hourly Rate	Maximum Rate
Effective July 1, 2012-13	\$47.69	\$286.20
Effective July 1, 2013-14	\$47.93	\$287.63
Effective July 1, 2014-15	\$48.17	\$289.07
Effective July 1, 2015-16	\$48.41	\$290.52

Overnight field trips and events:

The compensation for the 2012-13 school year shall be forty-seven dollars and sixty-nine cents (\$47.69) per hour with a maximum daily rate of two hundred eighty-six dollars and twenty cents (\$286.20) **only for those days for which the individual would not normally be required to report to work** (weekends, school vacations and holidays). No compensation for work days. An additional stipend of one hundred forty-three dollars and eight cents (\$143.08) shall be paid for overnight responsibilities. This compensation shall be increased by the salary percentage increase for each year of this Agreement as follows:

	Hourly Rate	Maximum Rate	Overnight Responsibilities
Effective July 1, 2013-14	\$47.93	\$287.63	\$143.80
Effective July 1, 2014-15	\$48.17	\$289.07	\$144.52
Effective July 1, 2015-16	\$48.41	\$290.52	\$145.24

Field trips beginning during the school day and extending beyond the school day:

There shall be no compensation for the first two (2) hours beyond the school day except in those cases where it is necessary to leave earlier than the end of the school day solely for the purpose of transport time to the competition (e.g.: LI Challenge, Math Fair, Science Olympics, NYSSMA, etc.). Thereafter, compensation for the 2012-13 school year shall be at the rate of forty-seven dollars and sixty-nine cents (\$47.69) per hour to a maximum of two hundred eighty-six dollars and twenty cents (\$286.20). This compensation shall be increased by the salary percentage increase for each year of this Agreement as follows:

	Hourly Rate	Maximum Rate
Effective July 1, 2013-14	\$47.93	\$287.63
Effective July 1, 2014-15	\$48.17	\$289.07
Effective July 1, 2015-16	\$48.41	\$290.52

Additionally:

Head chaperones shall be compensated an additional thirty-two dollars and twenty cents (\$32.20) per event for the 2012-13 school year. This compensation shall be increased by the salary percentage increase for each year of this Agreement as follows:

	<u>Hourly Rate</u>
Effective July 1, 2013-14	\$32.36
Effective July 1, 2014-15	\$32.52
Effective July 1, 2015-16	\$32.68

Club advisors and coaches who receive stipends shall not receive chaperoning fees for activities related to their clubs or teams.

For Ski Club trips, overnight athletic trips (which do not involve league or division games), and overnight music trips (not related to All-State), chaperone fees are to be collected as part of the participation fee for each student. These fees are to be deposited in and will be collected from the building extra-curricular accounts by payroll in order to generate payment for the chaperones.

For transcontinental trips of seven (7) days or more during the 2012-13 school year, chaperones may be required to reimburse the district one thousand one hundred ninety-two dollars (\$1,192) from their compensation to defray the cost of air fare and hotels. This reimbursement shall be increased by the salary percentage increase for each year of this Agreement as follows:

	Reimbursement Amount
Effective July 1, 2013-14	\$1,198
Effective July 1, 2014-15	\$1,204
Effective July 1, 2015-16	\$1,210

4. <u>Additional Assignments</u> - Each teacher performing the additional assignments as described in Appendix 6 annexed hereto shall be paid a corresponding compensation designated thereon for said assignment.

5. <u>Athletic Supervision Compensation</u> - Athletic Supervisor shall be compensated at the rate of forty-one dollars and seventy-five cents (\$41.75) per hour for the 2012-13 school year. This compensation shall be increased by the salary percentage increase for each year of this Agreement as follows:

	Compensation Amount
Effective July 1, 2013-14	\$41.96
Effective July 1, 2014-15	\$42.17
Effective July 1, 2015-16	\$42.38

6. Positions that have been changed shall be negotiated during the year of the change and retroactive to the inception of the change. New or reinstituted activities shall not be instituted until the stipend has been negotiated.

7. The same percentage increases applied to the teachers salary schedule shall be applied to the nurses' longevity schedule and their rates of compensation effective July 1st for each year of this Agreement. Nurses in the bargaining unit shall be paid step increment on July 1st for each year of this Agreement. Nurses' salary schedules effective July 1, 2012 to June 30, 2013, 2013-14, 2014-15 and 2015-16 are annexed hereto as Appendix 7.

Nurses will be compensated at the hourly rate of 1/1,000 of their base salary as stipulated on the registered nurses salary schedule (Appendix 7) for work performed in the summer school program and also for work performed beyond the contractual work day during the school year.

Nurses will be compensated up to ½ hour per day at the hourly rate of 1/1,000 of their base salary as stipulated on the registered nurses salary schedule (Appendix 7) for work performed during their lunch hour when coverage is not provided.

8. <u>High School Dean¢s Stipend</u> ó The stipend for the High School Dean shall be an overage of 1/5 (20%) of the individual¢s current annual salary.

- 9. <u>Mentor Compensation</u>
- a. Mentors shall be compensated at the rate of one thousand one hundred ninety-two dollars (\$1,192) or three (3) credits per year of mentoring for the 2012-13 school year. This compensation shall be increased by the salary percentage increase for each year of this Agreement as follows:

	Compensation Amount
Effective July 1, 2013-14	\$1,198
Effective July 1, 2014-15	\$1,204
Effective July 1, 2015-16	\$1,210

- b. Mentors shall be required to take a õMentor Courseö provided by the District once every three (3) years. This course will occur during afterschool hours. Mentors will receive compensation for this course at the existing curriculum rate.
- c. Mentors shall be expected to meet with their mentorees at least one hour per week on average.
- d. The mentor shall, in collaboration with their mentoree, submit a dated, time-log of their interaction prior to receipt of compensation.
- e. A new teacher may request or the District can suggest that a new teacher have a mentor for a second year. This mentor may be the same as that new teacher¢s previous mentor or may be someone different. This mentor shall be compensated at the same rate as the previous mentor. In the event that the second mentoring period does not continue for a full year, the mentor will be compensated at some prorated portion of the yearly compensation.

10. <u>Proctoring Compensation</u>

a.	PSAT-Standard Room
Effective July 1, 2012-1	3 \$167
Effective July 1, 2012-1 Effective July 1, 2013-1	
Effective July 1, 2014-1	
Effective July 1, 2015-1	
b.	PSAT-50% extended time
Effective July 1, 2012-1	3 \$226
Effective July 1, 2013-1	
Effective July 1, 2014-1	
Effective July 1, 2015-1	6 \$229
с.	PSAT-100% extended time
Effective July 1, 2012-1	3 \$274
Effective July 1, 2013-1	
Effective July 1, 2014-1	
Effective July 1, 2015-1	
d.	PSAT-Supervisor
	-
Effective July 1, 2012-1	3 \$286
	3 \$286 4 \$287
Effective July 1, 2012-1 Effective July 1, 2013-1	3 \$286 4 \$287 5 \$288
Effective July 1, 2012-1 Effective July 1, 2013-1 Effective July 1, 2014-1	3 \$286 4 \$287 5 \$288
Effective July 1, 2012-1 Effective July 1, 2013-1 Effective July 1, 2014-1 Effective July 1, 2015-1	3 \$286 4 \$287 5 \$288 6 \$289 SAT-Standard Room
Effective July 1, 2012-1 Effective July 1, 2013-1 Effective July 1, 2014-1 Effective July 1, 2015-1 e.	3 \$286 4 \$287 5 \$288 6 \$289 SAT-Standard Room 3 \$262
Effective July 1, 2012-1 Effective July 1, 2013-1 Effective July 1, 2014-1 Effective July 1, 2015-1 e. Effective July 1, 2012-1	3 \$286 4 \$287 5 \$288 6 \$289 SAT-Standard Room 3 \$262 4 \$263
Effective July 1, 2012-1 Effective July 1, 2013-1 Effective July 1, 2014-1 Effective July 1, 2015-1 e. Effective July 1, 2012-1 Effective July 1, 2013-1	3 \$286 4 \$287 5 \$288 6 \$289 SAT-Standard Room 3 \$262 4 \$263 5 \$264
Effective July 1, 2012-1 Effective July 1, 2013-1 Effective July 1, 2014-1 Effective July 1, 2015-1 e. Effective July 1, 2012-1 Effective July 1, 2013-1 Effective July 1, 2014-1	3 \$286 4 \$287 5 \$288 6 \$289 SAT-Standard Room 3 \$262 4 \$263 5 \$264
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Effective July 1, 2012-1 Effective July 1, 2013-1 Effective July 1, 2014-1 Effective July 1, 2015-1 e. Effective July 1, 2012-1 Effective July 1, 2013-1 Effective July 1, 2014-1 Effective July 1, 2015-1 f.	3 \$286 4 \$287 5 \$288 6 \$289 SAT-Standard Room 3 \$262 4 \$263 5 \$264 6 \$265 SAT-extended time 3 \$286
Effective July 1, 2012-1 Effective July 1, 2013-1 Effective July 1, 2014-1 Effective July 1, 2015-1 e. Effective July 1, 2012-1 Effective July 1, 2013-1 Effective July 1, 2014-1 Effective July 1, 2015-1 f. Effective July 1, 2012-1	$\begin{array}{cccccccccccccccccccccccccccccccccccc$

g. SAT/PSAT Supervisor

Effective July 1, 2012-13	\$3,056
Effective July 1, 2013-14	\$3,071
Effective July 1, 2014-15	\$3,086
Effective July 1, 2015-16	\$3,101

ARTICLE XI - INSURANCE PROGRAM

A. <u>Health Insurance</u>

1. The group health insurance plan in effect as of June 30, 2012, which is the New York State Health Insurance Program (õNYSHIPö), shall be continued. The Board shall pay eighty (80%) percent of the premiums therefor.

2. A teacher who retires from teaching under the State Retirement System after at least ten (10) years of employment in the District, shall continue to be covered by the District health insurance program as though he/she were still in the employ of the District except for maternity and obstetrical coverage. Teachers who retired on or before June 30, 2001 shall continue to have the District pay for 90 percent of the applicable premium. Teachers who retired on or after July 1, 2001 to and including June 30, 2008 shall continue to pay fifteen percent (15%) of the premium cost of individual or family health insurance.

Teachers who retire on or after July 1, 2008, shall be granted District health insurance during retirement and his/her õretirement percentageö contribution will be frozen at the existing percentage contribution rate at the time of his/her retirement.

3. The Assistant Superintendent for Business shall provide (1) communications of carrier concerning rate changes in a timely fashion, (2) make available annually a census of all employees covered by health insurance, and (3) the insurance committee shall be present (but not participate) at all rate change negotiations between the carrier and Assistant Superintendent for Business.

B. <u>Life Insurance</u>

The Board of Education shall provide a group life insurance plan in an amount equal to 125% of the teacher¢ salary, the premium of which shall be paid by the Board. Individual teachers shall have the option to add to their policy and supplement their own premiums accordingly, provided that at least sixty (60) teachers so participate.

C. <u>Disability Insurance</u>

The long-term disability insurance plan in effect on June 30, 1978 and as modified to provide coverage for physical conditions pre-existing the inception of coverage and disability due to or related to pregnancy, maternity, miscarriage or abortion shall be continued and the monthly limit on benefit payments shall be two-thirds (2/3) of an individual teacherøs gross monthly salary. The Board shall pay the premium therefor.

D. <u>Dental Health Insurance</u>

Effective July 1, 2012 the Board shall contribute \$267,686 on an annual basis to the Benefit Trust Fund. Effective July 1, 2013 the Board shall contribute \$282,686 on an annual basis to the Benefit Trust Fund. Effective July 1, 2014 the Board shall contribute \$297,686 on an annual basis to the Benefit Trust Fund. Effective July 1, 2015 the Board shall contribute \$312,686 on an annual basis to the Benefit Trust Fund.

The said sums paid by the Board to the Federation shall be applied by the Federation for the purposes provided by a certain Declaration of Trust dated June 1, 2002, executed by the Board and the Federation, as amended by them.

E. <u>õFlex 125 Planö</u>

A comprehensive õFlex 125ö Plan, based on the parameters to be determined in consultation with the Federation shall be implemented no later than July 1, 2002.

ARTICLE XII - EVENING MEETINGS

No one covered by the contract shall be required to attend any evening program other than back to school night except for compensation as provided for in Article X of the contract. Teachers teaching in more than one school shall attend two (2) back to school nights.

ARTICLE XIII - FEDERATION RIGHTS

In order to carry out its responsibilities under its recognition as the exclusive representative of the teachers of the District, the Federation shall have the right to:

A. 1. Hold building Federation meetings in school buildings at times other than the regular pupil day, but not later than fifteen (15) minutes prior to the start of classes or earlier than fifteen (15) minutes after the end of classes. This shall not imply that teachers with scheduled activities (i.e., extra help) shall be released early to attend such meetings.

2. Hold district Federation meetings in school buildings, but not earlier than fifteen (15) minutes after the close of classes in the building where the meeting shall take place. This shall not imply that teachers in buildings with later closing times shall be released early to attend such meetings.

B. Meetings of the Federation held in school buildings must be scheduled through the principalø office to avoid room assignment conflicts.

C. Use bulletin boards and the District email system for its announcements, the space and location to be determined in consultation with the appropriate building principal.

D. Use teacher mail boxes for distribution of materials.

E. Use duplicating and other office machinery provided that the use does not interfere with the business of the District. The cost of materials used will be borne by the Federation.

F. The Board agrees to meet twice during each year of this contract with a committee, not to exceed seven (7) members, designated by the Federation, which meetings shall be called at the request of the Federation. These meetings shall not be for the purpose of negotiations, but are rather for the mutual benefit of all concerned. It is understood that administrators may be present and participate at these sessions on behalf of the District. A written agenda shall be submitted by both parties to each other at least one (1) week in advance of the meeting. Discussion shall be limited to agenda topics.

G. The Federation building representative shall be able to meet, upon request, with building principal at a reasonable time to discuss matters relating to terms and conditions of employment of the teachers of the building. The representative may, if he or she chooses, at the discretion of the principal, be accompanied by other teachers.

H. Three members of the Federation who have been designated as delegates to the convention of the state organization with which the Federation is affiliated shall be granted up to three (3) days of release time without loss of salary to attend such convention.

I. The President of the Federation shall be released from one teaching period per day if the office is held by a secondary teacher. In addition, effective July 1, 2008, the President of the Federation, at the discretion of the Superintendent of Schools, may be granted additional release time in the amount of one (1) additional class period. The decision of the Superintendent shall not be subject to the grievance procedure set forth in Article XIV of this Agreement and shall not otherwise be arbitrable.

The Federationøs chief negotiator shall be released from one teaching period in the spring semester in which negotiations are conducted if the office is held by a secondary teacher. If, during the life of this Agreement, one of these two positions is held by an elementary teacher, the parties agree to negotiate whether and/or to what extent released time shall be provided.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. This grievance procedure is to provide for a prompt and systematic settlement of employee grievances free from coercion, interference, restraint, discrimination or reprisal. Nothing in this grievance procedure shall preclude an employee from presenting grievances to the Board or its representatives or to have such grievance adjusted without intervention of the Federation, as long as the adjustment is not inconsistent with the terms of the contract and, provided further that, when the grievance involves interpretation and application of the Agreement, the Federation has been given the opportunity to be present at such adjustment.

Nothing contained herein shall be construed to deny to any employee his/her rights under the State Education Law or any applicable State Law or regulation.

B. <u>Definitions</u>

1. The term õemployeeö as used in this procedure shall mean an individual teacher or group of teachers having the same grievance.

2. Established policies or practices governing or affecting employees are subject to review by this grievance procedure when considered unfair or inequitable by the õemployeeö defined.

3. The term õgrievanceö shall mean that in an employeeø opinion, there has been a violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulation, administrative orders, work rules, or the provisions of this Agreement. The term õgrievanceö shall also mean that in an employeeø opinion, he/she has been treated unfairly or inequitably as determined by established policy or practice governing or affecting employees.

C. <u>Initiation</u>

1. A grievance shall be deemed waived unless raised in writing within thirty (30) school days after the aggrieved party knew or should have known of the act or condition giving rise to the grievance.

2. The grievance shall be filed at the level where the act or condition giving rise to the grievance first occurred. However, if the grievance is based upon an act or omission of the Board concerning a term or provision of this Agreement, then such grievance may be initiated at the Superintendentøs level.

3. The grievance shall be filed in writing.

D. <u>Levels</u>

1. <u>Level 1 - Principaløs Level</u>

(a) Upon receipt of a grievance, the building principal shall meet promptly with the grievant.

(b) The principal will render a decision promptly.

(c) Steps (a) and (b) above shall be accomplished in not more than five (5) school days from the receipt of the grievance.

(d) If the grievant is dissatisfied with the principaløs determination or if no determination is given to the grievant within the time mentioned above, the grievant shall

have ten (10) school days to appeal in writing to the Superintendentøs level. In such event, the grievant shall notify the building principal, in writing, of the appeal.

2. <u>Level 2 - Superintendentøs Level</u>

(a) Upon receipt of a grievance either by way of appeal from the principaløs level or against the Superintendent, the Superintendent shall hold a hearing within five (5) school days thereafter.

(b) The Superintendent will render a decision in writing not more than ten (10) school days after the conclusion of the hearing.

(c) If the grievant is dissatisfied with the Superintendentøs determination or if no determination is given the grievant within the time mentioned above, the grievant may appeal, in writing, within ten (10) school days to the next level, and the Superintendent shall be informed of the appeal of the grievant, in writing.

3. <u>Level 3 - Board Level</u>

Upon a grievance being appealed from Level 2 to the Board level, the Board shall convene and hear the grievance within thirty (30) days of the filing of the grievance with the Board. The Boardø decision shall be rendered in writing within thirty (30) days after the completion of the hearing.

4. <u>Alternate Level 3 - Arbitration Level</u>

Where the grievance is concerned with an interpretation or claimed violation of any of the terms and provisions of this Agreement or if the grievance arose out of an act or omission of the Board concerning a term or provision of this Agreement, the grievant shall have the option, through the Federation, of submitting the grievance to arbitration at Level 3. The arbitrator shall be selected by the parties in accordance with the rules of the American Arbitration Association and the decision of the arbitrator shall be arrived at in accordance with the rules of said Association.

The cost of arbitration expenses and fees shall be borne by the Board and

the grievant.

The right to submit disputes hereunder to arbitration is limited to the Federation and the Board. The decision of the arbitrator shall be advisory. Each party will notify the other, in writing within thirty (30) days after the delivery of the arbitration award whether that party accepts the award.

E. <u>Representation</u>

1. The grievant shall have the right to be represented at every stage of the grievance machinery by anyone of his/her choice or to have no representative except that no

grievant may be represented by an employee organization other than the Federation.

2. If the Federation is not representing the grievant and the grievance involves the interpretation or application of the contract, the Federation shall have the right to be present at all stages.

F. <u>Time Limits</u>

All time limits included in this Article shall be strictly construed and may only be extended by mutual consent in writing.

ARTICLE XV - LEAVES OF ABSENCE

A. <u>Rest and Restoration Leave</u>

1. Application for this leave accompanied by appropriate medical evidence must be submitted to the Superintendent by January 15th of the school year preceding the requested leave, if possible.

2. The school physician will review all medical reports submitted and make recommendations to the Board

3. Leave will be granted with the following payments:

1 year at 50%, or one-half year at 100% salary.

B. <u>Leave of Absence</u>

A leave of absence without compensation is designed to enable qualified staff members to engage in professional and personal activities.

1. <u>Qualifications and Time Limit</u>

A leave of absence may be granted for a period of up to two (2) years with the approval of the Superintendent of Schools and the Board of Education. Staff members may qualify for a leave of absence after serving a minimum of five consecutive years in the North Shore Schools. Extensions beyond a two-year period may also be approved.

Except for child-care leave under section E of this Article, the teacher shall file a written notice of intent with the Superintendent of Schools by October 15th if the leave is for the following spring semester and by March 1st if the leave is to commence the following July 1st. Such time limits may be waived in the sole discretion of the Superintendent.

A written reply to a request for leave of absence under this provision will be sent to the applicant not later than thirty (30) days after the application is filed. Hardship cases will be considered on an individual basis.

2. <u>Conditions</u>

(a) Upon return from such leave, a teacher shall be placed upon the next consecutive salary step after the one upon which he/she was placed at the time of going on leave. At its discretion, the Board may elect to place the teacher on a higher step upon the recommendation of the Superintendent of Schools.

(b) Except for child-care leave under section E of this Article, a teacher on spring leave shall notify the Superintendent by March 1st whether he/she will return to his/her position the following July 1st. A teacher on fall leave shall notify the Superintendent by October 15th whether he/she will return at the start of the following spring semester. Failure to notify the Superintendent shall be deemed an abandonment of the teacher¢s position.

3. <u>Activities</u>

The following activities are considered as appropriate for a leave of

absence:

(a) The alleviation of hardship involving the individual or his/her

immediate family.

- (b) Full time participation in professional activities.
- C. <u>Sick Leave or Personal Illness</u>

1. At the commencement of each year of active, full-time service to the District, each full-time teacher shall be credited with ten sick leave days at full salary for personal sickness or physical disability, which may be accumulated, if not used, to a maximum of 150 days; provided, however, that during the first year of District service, a teacher shall be credited with ten additional sick leave days; and provided, further, that in the fourth year of District service, the ten credited days shall be substituted for the ten additional sick leave days that were credited in the first year of service.

2. In cases of extended illness (one month or more) the Board may, at its discretion, continue to make full salary payments until the teacher becomes eligible for the benefits of the disability insurance as set forth under Article XI (C) of this Agreement. Effective February 10, 2005, employee eligibility for the credit of up to the thirty days sick time shall be limited to employees who have a bona fide disability and consequently are unable to perform the essential functions of their position with or without reasonable accommodations as of the 37th day of continuous absence, and who provide a note from the treating licensed practitioner in the medical area related to the disability, or a physician, which states that their disability makes it impossible for them to perform the essential functions of their position functions of their position states that their disability makes it impossible for them to perform the essential functions of their position states of their position.

3. In the event of absence for more than five (5) continuous days, the teacher shall provide a physicianøs written verification that the absence was required by the illness or injury.

4. Teachers who are disabled by reason of any extended illness shall be provided with the District¢ health insurance coverage for the first twelve months of such illness. The Board shall pay 90% of the premium therefore.

5. Any physical disability related or incidental to pregnancy shall be governed by the provisions of this Section.

D. <u>Personal Business Leave</u>

1. For absences due to personal business, two (2) days leave without loss of pay shall be allowed annually. No more than 5% of teachers may be absent at one time.

2. The request for personal business leave shall be filed with the principal by the teacher one week in advance of the anticipated absence, except in emergency situations. No reason, other than õpersonal businessö need be given for the absence, except for days taken before or after school holidays.

3. When personal leave is requested within the first or last five days of any semester, it shall be subject to the approval of the Superintendent.

- E. <u>Child Care/Adoptive Leave</u>
 - 1. <u>Child-Care Leave</u>

A teacher shall be entitled to a leave of absence for a period of at least one semester but for no longer than two years for the purposes of child-rearing the teacherøs child upon the following conditions:

(a) The leave must commence prior to the child attaining the age of

one year.

(b) Notice of the leave must be given to the Board at least thirty (30) calendar days prior to the commencement of the leave.

(c) The leave of absence shall be without pay or increment.

(d) A teacher on spring semester leave shall use his/her best efforts to notify the Superintendent by January 15th but not later than March 1st whether he/she will return to his/her position the following July. A teacher on fall leave shall notify the Superintendent by October 15th whether he/she will return at the start of the following spring semester.

2. <u>Adoptive Leave</u>

A teacher who adopts a child ten years old or younger shall be entitled to child care leave on the same terms and conditions set forth at subsection 1.

F. <u>Emergency Leave</u>

1. Maximum of five (5) days with pay shall be granted for each death in the teacher¢s immediate family or of the teacher¢s domestic partner. Extensions for reasonable cause shall be granted with pay at the discretion of the Superintendent. If the Superintendent feels that reasons do not warrant extensions with pay, he/she may, at his/her discretion, grant such leaves without pay. Requests for extensions shall be in writing either mailed or delivered through facsimile transmission. The Board may require confirmation of the underlying reasons for such leave.

2. A maximum of five (5) days with pay shall be granted each year for serious illness in the teacherøs immediate family or of the teacherøs domestic partner. Extensions for reasonable cause may be granted with pay at the discretion of the Superintendent. If the Superintendent feels that reasons do not warrant extensions with pay, he/she may, at his/her discretion, grant such leaves without pay. Requests for extensions shall be in writing either mailed or delivered through facsimile transmission., or through the District email system. The Board may require confirmation of the underlying reasons for such leave.

G. Absences for Conferences and Visitations

Each teacher shall, subject to approval of the Superintendent, be permitted a reasonable number of absences each year without loss of pay to attend professional conferences or make professional visitations.

H. <u>Approved Absences</u>

Absence shall be approved with no loss of pay for the following purposes:

1. Jury duty. Jury service fee received by the teacher shall be reimbursed to the Board.

2. Court appearance or other official proceedings where the teacher is a witness or a party or where the teacher is served with a subpoena or court order to appear.

3. In either of the foregoing instances, the teacher shall notify his/her building principal and present his/her jury notice, subpoena or court order to the building principal as soon as reasonably possible after the receipt thereof and the teacher shall give due notice to the termination of his/her service or appearance to the building principal.

I. <u>Delimitations of the Article</u>

Time shall not accrue for purposes of tenure for probationary teachers while on the following types of leave:

- 1. Rest and Restoration
- 2. Leaves of absence without compensation
- 3. Maternity/Child Care leaves
- 4. Extended illness (or sick leave in excess of thirty (30) consecutive days)

ARTICLE XVI - BOARD MEETINGS

The Board of Education shall be given the names of those persons other than the Federation President who are authorized to speak at any public meetings convened by the Board in the name of the Federation. If anyone other than those named is to be authorized to speak at a public meeting in the name of the Federation, the Superintendent shall be notified of the name of the person so empowered twenty-four (24) hours prior to the Board meeting by the President of the Federation.

The Board shall furnish to the Federation an agenda of each public Board meeting as soon as possible in advance of said meeting and shall furnish any additions and amendments to the agenda as soon as possible. A copy of the minutes of each meeting, together with any attachments, shall be furnished to the Federation no later than one (1) week after the next public meeting.

ARTICLE XVII - BOARD POLICY AND RIGHTS

A. The Board shall make every effort to continue prior benefits where feasible.

B. Except as limited by the provisions of this Agreement, the Board, together with the District Superintendent, has in all respects retained its right to manage and control all the affairs of the District, including but not limited to the right to hire, to withhold or grant tenure to probationary teachers, to determine the nature and scope of the budget, to establish and implement educational policies, to develop and apply methods and procedures for the administration of the District, to select the administrative staff to apply such methods and procedures, and in its discretion to adopt and enforce such rules and regulations and policies as it may deem necessary in order to perform all duties and functions entrusted to it under the law.

ARTICLE XVIII - MISCELLANEOUS

A. Copies of this Agreement shall be reproduced at the expense of the Board and a copy shall be distributed to each teacher now employed or employed by the Board during the terms of this Agreement.

B. This Agreement cannot be changed, altered or modified, except in writing, signed by both parties, which writing shall be considered as an addendum to this Agreement.

C. There shall be a joint Administration-Federation Committee to study matters related to academic freedom. This committee may report to the Board from time to time and make recommendations. It is recognized that ultimate determinations in this area rest with the Board in the exercise of its discretion and this section shall not be deemed to preclude the Board from instituting action or otherwise acting independently in this area.

D. Work on curriculum committees and other district-wide committees shall remain voluntary in accordance with past practice. Both parties to this Agreement shall encourage teachers to serve on such committees.

E. The Superintendent may direct any unit member to submit a medical examination in order to determine his/her physical or mental capacity to perform his/her duties if a question as to the validity of the test results would be created by a delay of more than twenty-four (24) hours between the time of the directive and the time the test(s) are given.

F. A teacher shall use his/her best efforts to notify the District by January 15^{th} of his/her intention to retire at the end of that same school year; and if he/she has not notified the District by January 15^{th} , then he/she shall use his/her best efforts to notify the District by March 1^{st} .

ARTICLE XIX - ILLEGALITY

In the event any part, provision or term of this Agreement shall be determined or found to be contrary to law, then such provision shall not be applicable nor shall the term thereof be performed or enforced except to the extent permitted by law. However, all other terms and provisions of this Agreement shall continue in force and effect.

ARTICLE XX - DURATION AND TERMS OF AGREEMENT

A. This Agreement shall be effective July 1, 2012 through June 30, 2016.

B. On or before January 15, 2016, either party, upon written notification to the other, may require negotiations for a succeeding agreement. After notice is served pursuant to paragraph 2 of this Article, the Federation shall specify all its proposals (both budgetary and non-budgetary items) in writing and shall supply them to the Board on or before February 15, 2016. The Board shall specify all its proposals (both budgetary items) on or before February 15, 2016.

C. The Federation shall be governed by Article I and shall not be affected by this Article.

D. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

E. It is understood that where there may be a difference between this contract and the Board of Education by-laws and administrative rules and procedures of the District, the terms of this Agreement shall supersede such by-laws and administrative rules and procedures. The Federation shall be notified of any and all changes in such by-laws and administrative rules and procedures.

F. In the event that the New York State Legislature enacts into law a statute establishing "caps" on school budgets, or on tax levies for school districts, or in any way imposes a statutory limit on any increases in the annual budgets or tax levies of school districts, and in the further event that such legislation becomes law, then either party may thereupon demand the initiation of reopener negotiations respecting salary, health insurance and class size provisions contained in this agreement.

G. In the event that the New York State Legislature enacts into law a statute modifying õproperty tax levy capsö impacting school district budgets, then either party may thereupon demand the initiation of reopener negotiations.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BOARD OF EDUCATION NORTH SHORE CENTRAL SCHOOL DISTRICT

NORTH SHORE SCHOOLS FEDERATED EMPLOYEES

By:

Carolyn Mazzu Genovesi, President

By:_

Bruce Fichtman, President

Date:_____

Date:

an a	2012	re Schools -2013	
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July S M T W T F S I 2 3 4 5 6 7 8 9 I0 II I2 I3 I4 I5 I6 I7 I8 I9 20 2I 22 23 24 25 26 27 28 29 30 3I	August S M T W T F S I 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22-23 24 25 26 27 28 29 30 31 2	September S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 16	October S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 22
November S M T W T F S I 2 3 4 5 6 7 8 9 10 II I2 I3 14 15 16 17 I8 19 20 21 22 23 24 25 26 27 28 29 30 19	December S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 15	January S M T W T F S [] 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 21	February S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 15
March S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 16	April S M T W T F S I 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 20	May S M T W T F S I 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 22	June S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 15
August 29-30SuperintenderLabor DayLabor DayLeptember 3Labor DayLeptember 4First Day ofLeptember 17,18Rosh HasharLeptember 26Yom KippurDetober 8Columbus DLovember 12Veterans DaLovember 22,23Thanksgivin	nah · · ay y	January 1New YJanuary 21MartinFebruary 18-22WinterMarch 25SCHOMarch 26-31SpringApril 1-2SCHOMay 27Memore	nas Recess ears Day Luther King Day Recess OLS OPEN Recess OLS OPEN ial Day av of School

181 Student Days 183 Teacher Days

There is 1 built in snow day in the calendar . If a 2nd snow day is needed, classes will be held on April 2. If a 3rd snow day is needed, classes will be held on March 25.

June 21

Last Day of School

Memorandum of Agreement made this 31st day of August, 1989 by and between the NORTH SHORE CENTRAL SCHOOL DISTRICT and the NORTH SHORE SCHOOLS FEDERATED EMPLOYEES.

The High School duty period has been a supervisory duty. Teachers have been assigned to "Ramp" duty or cafeteria duty. The District has made the following proposal to alter this duty period as specified below:

Each teacher shall indicate a preference between a supervisory duty or a professional duty on or before September 7, of each school year for the following school year. A teacher who prefers a supervisory duty will be assigned such duty. However, a teacher who expresses a preference for a professional duty may be assigned a supervisory duty. The supervisory duty will remain the same (ramp duty or cafeteria duty). The professional duty option would be voluntary and would be one of the following:

a) <u>Study Center</u>: Periods to which teachers are assigned to be in charge shall be teaching periods and part of their teaching assignment. Such teachers shall be responsible for keeping attendance and other records, formulating objectives and goals for the Center, etc. Teachers who are assigned to the Center as their professional duty period shall work with students who have been assigned to the Center and need help to improve their general study skills, etc., under the direction of the teacher in charge.

b) <u>Recreation Supervisor</u>: To aid the physical education teachers in charge to supervise the lunch period recreational program. An example might include supervision of the weight lifting room if it were to be open for student use during these periods.

c) <u>Other</u>: As mutually agreed to by the Federation and the Principal, subject to the approval of the Assistant Superintendent for Instruction.

All teachers shall be entitled to state a preference for the particular type of professional duty. For the teachers who have opted for a professional duty, every effort will be made to assign this professional duty in accordance with each teacher's stated preference. If more teachers volunteer for a professional duty than is necessary, assignments will be made consistent with the needs of the District as determined by the District. For 1989-90 if there is a need to cover additional supervisory duty stations, a teacher will be relieved of his/her assigned professional duty and reassigned to a supervisory duty. This is without prejudice to the position of the District that it is entitled to cover these assignments in the manner provided by collective bargaining contract. In June of 1990 this agreement will be reviewed by both parties and a decision to continue, modify, or discontinue will be mutually agreed upon.

* Fully executed copies of the foregoing Memorandum of Agreement are maintained on file in the Office of the Superintendent of Schools and the Office of the North Shore Schools Federated Employees.

_~	Appendix 3-a NORTH SHORE CSD										
	NO INCREMENT OR LANE CHANGE AND .5% INCREASE TO THE SALARY SCHEDULE									E	
TEACHER'S SALARY SCHEDULE 2012/13											
				· 							
	·										
STEP	BA	BA15	BA30	MA	BA60	MA15	MA30	MA45	MA60	MA 75	PHD/EDI
1	57,799	60,324	64,643	67,135	69,628	69,628	72,109	74,594	77,090	80,639	80,63
2	61,866	64,358	67,350	69,995	72,487	72,487	74,969	77,462	79,949	83,500	83,50
3	64,181	66,663	70,174	73,018	75,496	75,496	77,999	80,484	82,981	86,523	86,52
4	66,477	68,976	73,027	76,023	78,528	78,528	81,012	83,500	85,992	89,543	89,54
5	68,787	71,279	75,869	79,066	81,542	81,542	84,032	86,523	89,004	92,554	92,55
6	71,828	74,330	79,490	82,884	85,395	85,395	87,896	90,397	92,914	96,488	96,48
. 7	74,332	76,823	82,536	86,107	88,615	88,615	91,119	93,627	96,132	99,718	99,71
8	76,823	79,343	85,591	89,334	91,839	91,839	94,347	96,840	99,366	102,941	102,94
9	79,343	81,856	88,618	92,551	95,070	95,070	97,568	100,070	102,584	106,163	106,163
10	81,856	84,359	91,675	95,778	98,286	98,286	100,780	103,303	105,803	109,399	109,399
11	85,011	87,534	95,425	99,902	102,427	102,427	104,958	107,467	110,000	113,593	113,593
12	87,705	90,232	98,667	103,520	106,049	106,049	108,556	111,082	113,593	117,197	117,193
13	90,418	92,942	101,905	107,112	109,647	109,647	112,148	114,674	117,197	120,793	120,793
14	93,118	95,630	105,160	110,713	113,246	113,246	115,746	118,273	120,793	124,404	124,404
15	98,797	101,397	111,764	117,876	120,475	120,475	123,078	125 ,6 76	128,277	131,993	131,993
16	98,797	101,397	111,764	117,876	120,475	120,475	123,078	125,676	128,277	131,993	131,993
	98,797	101,397	111,764	117,876	120,475	120,475	123,078	125,676	128,277	131,993	131,993
18	98,797	101,397	111,764	117,876	120,475	120,475	123,078	125,676	128,277	131,993	131,993
19	98,797	101,397	111,764	117,876	120,475	120,475	123,078	125,676	128,277	131,993	131,993
20	101,732	104,333	114,696	120,806	123,411	123,411	126,012	128,609	131,214	134,923	134,923
21	101,732	104,333	114,696	120,806	123,411	123,411	126,012	128,609	131,214	134,923	134,923
22	101,732	104,333	114,696	120,806	123,411	123,411	126,012	128,609	131,214	134,923	134,923
23	101,732	104,333	114,696	120,806	123,411	123,411	126,012	128,609	131,214	134,923	134,923
24	101,732	104,333	114,696	120,806	123,411	123,411	126,012	128,609	131,214	134,923	134,923
25	104,663	107,270	117,634	123,743	126,343	126,343	128,946	131,535	134,145	137,859	137,859
26	104,663	107,270	117,634	123,743	126,343	126,343	128,946	131,535	134,145	137,859	137,859
27	104,663	107,270	117,634	123,743	126,343	126,343	128,946	131,535	134,145	137,859	137,859
28	104,663	107,270	117,634	123,743	126,343	126,343	128,946	131,535	134,145	137,859	137,859
29	104,663	107,270	117,634	123,743	126,343	126,343	128,946	131,535	134,145	137,859	137,859
30	107,599	110,198	120,569	126,678	129,284	129,284	131,875	134,477	137,080	140,794	140,794
							l				
		7	EACH	IERS	CONT	RACT	YEAR	R 1, 20	12-13		

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	Appendix 3-b NORTH SHORE CSD JULY 1, LANE CHANGE AND .5% ACROSS THE BOARD, INCREMENT OCCURS FEB 1, 2014										
	TEACHER'S SALARY SCHEDULE 2013/14									014	
	,										
STEP	BA	BA15	BA30	MA	BA60	MA15	MA30	MA45	MA60	MA 75	PHD/EDD
1	58,088	60,626	64,966	67,471	69,977	69,977	72,469	74,967	77,475	81,042	81,042
2	62,175	64,680	67,687	70,345	72,849	72,849	75,344	77,850	80,348	83,918	83,910
3	64,502	66,996	70,525	73,383	75,873	75,873	78,389	80,887	83,396	86,956	86,956
4	66,809	69,321	73,392	76,403	78,920	78,920	81,417	83,918	86,422	89,991	89,99
5	69,131	71,635	76,249	79,462	81,949	81,949	84,452	86,956	89,449	93,017	93,01
6	72,187	74,701	79,888	83,299	85,822	85,822	88,336	90,849	93,379	96,970	96,970
7	74,703	77,207	82,948	86,538	89,058	89,058	91,575	94,095	96,613	100,217	100,217
8	77,207	79,739	86,019	89,781	92,298	92,298	94,819	97,324	99,863	103,456	103,450
9	79,739	82,266	89,061	93,014	95,545	95,545	98,056	100,570	103,097	106,694	106,694
10	82,266	84,780	92,133	96,256	98,777	98,777	101,284	103,819	106,332	109,946	109,946
11	85,436	87,972	95,902	100,402	102,939	102,939	105,483	108,004	110,550	114,161	114,161
12	88,144	90,683	99,160	104,038	106,579	106,579	109,099	111,637	114,161	117,783	117,783
13	90,870	93,407	102,415	107,647	110,195	110,195	112,709	115,247	117,783	121,397	121,397
14	93,584	96,108	105,686	111,266	113,813	113,813	116,325	118,865	121,397	125,026	125,026
15	99,291	101,904	112,323	118,466	121,078	121,078	123,694	126,305	128,919	132,653	132,653
16	99,291	101,904	112,323	118,466	121,078	121,078	123,694	126,305	128,919	132,653	132,653
17	99,291	101,904	112,323	118,466	121,078	121,078	123,694	126,305	128,919	132,653	132,653
18	99,291	101,904	112,323	118,466	121,078	121,078	123,694	126,305	128,919	132,653	132,653
19	99,291	101,904	112,323	118,466	121,078	121,078	123,694	126,305	128,919	132,653	132,653
20	102,241	104,855	115,269	121,410	124,028	124,028	126,642	129,252	131,870	135,598	135,598
21	102,241	104,855	115,269	121,410	124,028	124,028	126,642	129,252	131,870	135,598	135,598
22	102,241	104,855	115,269	121,410	124,028	124,028	126,642	129,252	131,870	135,598	135,598
23	102,241	104,855	115,269	121,410	124,028	124,028	126,642	129,252	131,870	135,598	135,598
24	102,241	104,855	115,269	121,410	124,028	124,028	126,642	129,252	131,870	135,598	135,598
25	105,186	107,806	118,222	124,361	126,974	126,974	129,590	132,193	134,816	138,548	138,548
26	105,186	107,806	118,222	124,361	126,974	126,974	129,590	132,193	134,816	138,548	138,548
27	105,186	107,806	118,222	124,361	126,974	126,974	129,590	132,193	134,816	138,548	138,548
28	105,186	107,806	118,222	124,361	126,974	126,974	129,590	132,193	134,816	138,548	138,548
29	105,186	107,806	118,222	124,361	126,974	126,974	129,590	132,193	134,816	138,548	138,548
30	108,137	110,749	121,172	127,312	129,931	129,931	132,534	135,149	137,765	141,498	141,498
			TEACH	IERS (CONT	RACT	YEAR	2, 201	3-14		

			Арр	endix	(3-с	NORT	H SH	ORE C	SD		
	JULY	1, LANE	CHANGE	AND .5%	% ACROS	S THE BO	ARD, INC	CREMENT	OCCURS	FEB 1, 20)15
			T	EACHE	R'S SAL	ARY SC	HEDULI	E 2014/1	5		
STEP	BA	BA15	BA30	МА	BA60	MA15	MA30	MA45	MA60	MA 75	PHD/EDI
1	58,378	60,929	65,291	67,808	70,326	70,326	72,832	75,342	77,862	81,448	81,44
2	62,486	65,003	68,025	70,697	73,213	73,213	75,721	78,239	80,750	84,338	84,33
3	64,825	67,331	70,878	73,750	76,252	76,252	78,781	81,291	83,813	87,391	87,39
4	67,143	69,668	73,759	76,785	79,315	79,315	81,824	84,338	86,854	90,441	90,44
5	69,477	71,993	76,630	79,859	82,359	82,359	84,874	87,391	89,896	93,482	93,48
6	72,548	75,075	80,287	83,715	86,251	86,251	88,777	91,303	93,846	97,455	97,45
7	75,077	77,593	83,363	86 <u>,</u> 971	89,503	89,503	92,033	94,565	97,096	100,718	100,71
8	77,593	80,138	86,449	90,230	92,760	92,760	95,293	97,811	100,363	103,973	103,97
9	80,138	82,677	89,506	93,479	96,023	96,023	98,547	101,073	103,613	107,227	107,22
10	82,677	85,204	92,594	96,738	99,271	99,271	101,791	104,339	106,864	110,496	110,49
11	85,863	88,412	96,381	100,904	103,453	103,453	106,010	108,544	111,103	114,732	114,73
12	88,585	91,136	99,656	104,558	107,112	107,112	109,644	112,195	114,732	118,372	118,37
13	91,324	93,874	102,927	108,186	110,746	110,746	113,272	115,823	118,372	122,004	122,00
14	94,052	96,588	106,214	111,823	114,382	114,382	116,906	119,459	122,004	125,651	125,65
15	99,787	102,414	112,884	119,058	121,683	121,683	124,312	126,936	129,563	133,316	133,31
16	99,787	102,414	112,884	119,058	121,683	121,683	124,312	126,936	129,563	133,316	133,31
17	99,787	102,414	112,884	119,058	121,683	121,683	124,312	126,936	129,563	133,316	133,31
18	99,787	102,414	112,884	119,058	121,683	121,683	124,312	126,936	129,563	133,316	133,31
19	99,787	102,414	112,884	119,058	121,683	121,683	124,312	126,936	129,563	133,316	133,31
20	102,752	105,379	115,845	122,017	124,648	124,648	127,275	129,898	132,529	136,276	136,27
21	102,752	105,379	115,845	122,017	124,648	124,648	127,275	129,898	132,529	136,276	136,27
22	102,752	105,379	115,845	122,017	124,648	124,648	127,275	129,898	132,529	136,276	136,27
23	102,752	105,379	115,845	122,017	124,648	124,648	127,275	129,898	132,529	136,276	136,27
24	102,752	105,379	115,845	122,017	124,648	124,648	127,275	129,898	132,529	136,276	136,27
25	105,712	108,345	118,814	124,983	127,609	127,609	130,238	132,854	135,490	139,241	139,24
26	105,712	108,345	118,814	124,983	127,609	127,609	130,238	132,854	135,490	139,241	139,24
27	105,712	108,345	118,814	124,983	127,609	127,609	130,238	132,854	135,490	139,241	139,24
28	105,712	108,345	118,814	124,983	127,609	127,609	130,238	132,854	135,490	139,241	139,24
29	105,712	108,345	118,814	124,983	127,609	127,609	130,238	132,854	135,490	139,241	139,24
30	108,678	111,303	121,778	127,948	130,580	130,580	133,197	135,825	138,454	142,206	142,20
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		-	TEACI	HERS	CONT	RACT	YEAR	3, 201	4-15		

	JULY 1, L	ANE CHA	ANGE AN	D .5% A	CROSS	THE BO	ARD, INC	CREMENT	OCCURS	FEB 1, 2	<u>)16</u>
								<u>= 2015/16</u>			
TEP	BA	BA15	BA30	MA	BA60	MA15	MA30	MA45	MA60	MA 75	PHD/EDI
1	58,670	61,234	65,617	68,147	70,678	70,678	73,196	75,719	78,252	81,855	81,85
2	62,798	65,328	68,365	71,050	73,579	73,579	76,099	78,630	81,154	84,759	84,75
3	65,149	67,668	71,232	74,119	76,634	76,634	79,175	81,698	84,232	87,828	87,82
4	67,479	70,016	74,128	77,169	79 ,711	79,711	82,233	84,759	87,288	90,893	90,89
5	69,824	72,353	77,013	80,258	82,771	82,771	85,299	87,828	90,346	93,950	93,95
6	72,911	75,450	80,689	84,134	86,682	86,682	89,221	91,759	94,315	97,943	97,94
7	75,452	77,981	83,780	87,405	89,951	89,951	92,493	95,038	97,581	101,221	101,22
8	77,981	80,539	86,881	90,681	93,223	93,223	95,770	98,300	100,864	104,493	104,49
9	80,539	83,090	89,954	93,947	96,503	96,503	99,039	101,578	104,131	107,764	107,76
10	83,090	85,630	93,057	97,221	99,768	99,768	102,300	104,860	107,398	111,048	111,04
11	86,292	88,854	96,863	101,408	103,971	103,971	106,540	109,087	111,659	115,306	115,30
12	89,028	91,592	100,154	105,081	107,647	107,647	110,193	112,756	115,306	118,964	118,96
13	91,781	94,344	103,441	108,727	111,299	111,299	113,839	116,402	118,964	122,614	122,61
14	94,522	97,071	106,745	112,382	114,954	114,954	117,491	120,056	122,614	126,279	126,27
15	100,286	102,926	113,449	119,653	122,292	122,292	124,934	127,571	130,211	133,982	133,98
16	100,286	102,926	113,449	119,653	122,292	122,292	124,934	127,571	130,211	133,982	133,98
17	100,286	102,926	113,449	119,653	122,292	122,292	124,934	127,571	130,211	133,982	133,98
18	100,286	102,926	113,449	119,653	122,292	122,292	124,934	127,571	130,211	133,982	133,98
19	100,286	102,926	113,449	119,653	122,292	122,292	124,934	127,571	130,211	133,982	133,98
20	103,266	105,906	116,425	122,627	125,271	125,271	127,912	130,548	133,192	136,957	136,98
21	103,266	105,906	116,425	122,627	125,271	125,271	127,912	130,548	133,192	136,957	136,9
22	103,266	105,906	116,425	122,627	125,271	125,271	127,912	130,548	133,192	136,957	136,9
23	103,266	105,906	116,425	122,627	125,271	125,271	127,912	130,548	133,192	136,957	136,9
24	103,266	105,906	116,425	122,627	125,271	125,271	127,912	130,548	133,192	136,957	136,9
25	106,241	108,887	119,408	125,608	128,247	128,247	130,889	133,518	136,168	139,937	139,9
26	106,241	108,887	119,408	125,608	128,247	128,247	130,889	133,518	136,168	139,937	139,9
27	106,241	108,887	119,408	125,608	128,247	128,247	130,889	133,518	136,168	139,937	139,9
28	106,241	108,887	119,408	125,608		128,247	130,889	133,518	136,168	139,937	139,9
29	106,241	108,887	119,408	125,608		128,247	130,889	133,518	136,168	139,937	139,9
30	109,221	111,860	122,386	128,588		131,233		136,504	139,146	142,917	142,9
						1					

APPENDIX 4

COACHES SALARY SCHEDULES

In arriving at the coaching salaries, the sole criterion applied was the estimate of the number of hours that each coach (Varsity, Junior Varsity and Middle/High School Assistant) is expected to perform. Notwithstanding, in the event the actual rendering of coaching service exceeds or is less than the estimated number of hours, the salary shall be paid the position and the coach shall perform the time to meet the requirements of the position.

- 1. Each coach will be placed on his/her chronological step according to the number of years in the District, in the sport on the proper level.
- 2. When a coach changes level, excluding clause 5C, (Junior Varsity of Varsity) or sport (i.e. baseball to track or baseball to softball) he/she is assumed to start at year one for the new sport or level.
- 3. All coaches requesting bi-weekly payment will have the salary divided by six.
- 4. The differential in salary for Junior Varsity and Middle School football coaches and all other coaches at that level is based on the length of season and scouting duty for said coaches.
- 5. Additional Compensation:
 - a. When a sport extends beyond the season, a practice day will be \$125.00 for 2012-2013, \$126.00 for 2013-2014, \$127.00 for 2014-2015 and \$128.00 for 2015-2016.
 - b. Additional compensation will be paid for coaching commencing after the last day of the season. The last day of a season shall be the last day of regularly scheduled competition.
 - c. Junior Varsity coaches shall receive additional compensation at the above rate for assisting the Varsity coaches of the following sports: Football, Baseball, Soccer, Lacrosse, Basketball, Softball and Field Hockey at additional practice days. The above sports require a basic team of 15 or more players. When ten or more students qualify for playoffs in Track or Wrestling, the Junior Varsity coach shall assist the Varsity coach of each of those sports at the above rate.
- 6. Should Section VIII change the duration of the season for any sport, salary and overtime shall be subject to re-negotiation at the option of the District or North Shore Schools Federated Employees.

API	APPENDIX 4								
				NORTH SHORE CSD	HORE CS	SD			
			Ũ	COACHES SALARY SCHEDULE	ARY SCHED	ULE			
			IS	STEP I			STI	STEP II	
			(1-3)	(1-3 YEARS)			(4+ Y	(4+ YEARS)	
		2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
		(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)
	SPORT GROUP								
-	FOOTBALL								
	VARSITY	96'6	10,013	10,063	10,113	10,952	11,007	11,062	-
	(2) VARSITY ASST.	696'2		8,049			8,808		
	(2) JR. VARSITY	7,969	8,009	8,049	8,089	8,764	8,808		8,896
	MIDDLE SCHOOL	5,475	5,502	5,530	5,558	5,833	5,862	5,891	5,920
=	BASKETBALL, B & G								
	VARSITY	8,632			8,762		9,543	9,591	9,639
	VARSITY ASST.	6,636	6,669	6,702	6,736		7,340	7,377	7,414
	JR. VARSITY	6,636	6,669	6,702	6,736		7,340	7,377	
	MIDDLE SCHOOL 8TH	4,796	4,820	4,844	4,868	5,273	5,299	5,325	
	MIDDLE SCHOOL 7TH	4,796	4,820	4,844	4,868	5,273	5,299	5,325	5,352
	WRESTLING						0 5 4 2	0 604	0 690
	VARSITY	8,532					010,010	3,031	0000
	JR. VARSI IY	6,636					1,340	1,3/1	
	MIDDLE SCHOOL	4,796	4,820	4,844	4,868	5,2/3	ARZ'G	0,320	205,0
1									
≡	BASEBALL WADGETV	1		0700	000 0	N 27 0	000 0	0 967	908 8
	VARSILI	202,1					0,000		
	VARSITY ASST.	6,303					6,9/3		
	JR. VARSITY	6,303					6,973		
	9TH GRADE	4,796				5,273	5,299	5,325	5,352
	MIDDLE SCHOOL	4,796	4,820	4,844	4,868		5,299		

APPENDIX 4								
			NORTH SHORE CSD	HORE CS	SD			
		Ö	COACHES SALARY SCHEDULE	ARY SCHED	ULE			
		ST	STEP I			STE	STEP II	
		(1-3)	(1-3 YEARS)			(4+ YI	(4+ YEARS)	
	2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)
SPORT GROUP								
LACROSSE, B & G								
VARSITY	696'2	600'8	8,049	8,089	8,764	8,808	8,852	8,896
VARSITY ASST.	6,303	6,335	6,367	6,399	6,939	6,974	7,009	7,044
JR. VARSITY	6,303	6,335	6,367	6,399	6,939	6,974	7,009	7,044
MIDDLE SCHOOL BOYS	4 796	4.820	4.844	4,868	5,273	5,299	5,325	5,352
WIDDLE SCHOOL GIRLS	A 706		-			5.299		5.352
SOFTBALL								
VARSITY	696'2	8,009	8,049	8,089		8,808		8,896
VARSITY ASST.	6,303	6,335	6,367	662'9	6,939	6,974		7,044
JR. VARSITY	6,303	6,335	6,367	6,399		6,974	600'2	7,044
MIDDLE SCHOOL (1)	4,796		4,844	4,868		5,299		5,352
MIDDLE SCHOOL (2)	4,796	4,820	4,844	4,868	5,273	5,299	5,325	5,352
TPACK B&C								
(SPRING)								
VARSITY	7,969	8,009				8,808		
VARSITY ASST.	6,303	6,335	6,367			6,974		
JR. VARSITY	6,303	6,335	6,367	6;399	6,939	6,974	2,009	7,044
MIDDLE SCHOOL BOYS	4.796	4.820	4.844	4,868	5,273	5,299	5,325	5,352
MIDDLE SCHOOL GIRLS	4,796		4,844	4,868	5,273	5,299	5,325	5,352
IV FIELD HOCKEY								
VARSITY	6,970	7,005	7,040			1,105		1,104 E E E 4
JR. VARSITY	4,977			5,052	5,4/8	lene'e	0,033	

APPENDIX 4				-				
			NORTH SHORE CSD	HORE C	SD .			
		Ō	COACHES SALARY SCHEDULE	ARY SCHED	ULE			
		LS	STEP I			SП	STEP II	
		(1-3)	(1-3 YEARS)			(4+ Y	(4+ YEARS)	
	2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)
SPORT GROUP								
MIDDLE SCHOOL 8TH	4,796	4,820	4,844	4,868	5,273	5,299	5,325	5,352
MIDDLE SCHOOL 7TH	4,796	4,820	4,844	4,868	5,273	5,299	5,325	5,352
MIDDLE SCHOOL	A 706	UCHV	4 844	4 868	5 273	5.299	5.325	5.352
	00 'f							
GYMNASTICS								
VARSITY	6,970	7,005	7,040	2/0/2	7,668	7,706		
JR. VARSITY	4,977	5,002	5,027	5,052		5,505		
MIDDLE SCHOOL	4,796	4,820	4,844	4,868	5,273	5,299	5,325	5,352
SOCCER, B & G								
VARSITY	6,970	7,005	7,040					
VARSITY ASST.	4,977	5,002	5,027	5,052				
JR. VARSITY	4,977	5,002	5,027	5,052				
MIDDLE SCHOOL 8TH	4,796	4,820	4,844			5,299		
MIDDLE SCHOOL 7TH	4,796	4,820	4,844	4,868	5,273	5,299	5,325	5,352
WINTER TRACK, B &								
VARSITY	7,969	8,009	8,049	8,089				
VARSITY ASST.	6,303	6,335	6,367	6,399	6,939	6,974	2,009	7,044
				-				
V VOLLEYBALL								
MIDDLE SCHOOL 8TH	4,796		4,844			5,299		
MIDDLE SCHOOL 7TH	4,796	4,820		4,868	5,273		5,325	5,352

Ā	APPENDIX 4								
				NORTH SHORE CSD	HORE CS	ŝD			
		-	ŏ	COACHES SALARY SCHEDULE	ARY SCHED	ULE			-
			ST	STEP I			STI	STEP II	
-			(1-3 Y	(1-3 YEARS)			(4+ Y	(4+ YEARS)	
		2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	-	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)
	SPORT GROUP								
	VOLLEYBALL								
	VARSITY	6,970	7,005	7,040	7,075	7,668	7,706	7,745	7,784
	JR. VARSITY	4,977	5,002	5,027	5,052	5,478	5,505	5,533	5,561
	-								
	CROSS COUNTRY, B & G								
	VARSITY	6,970	7,005	7,040	7,075	7,669	707,7	7,746	7,785
	MIDDLE SCHOOL	4,796	4,820	4,844	4,868	5,273	5,299	5,325	5,352
	TENNIS, B & G						,		
	VARSITY	5,464	5,491	5,518			6,046		
	JR. VARSITY	3,880	3,899	3,918	3,936	4,272	4,293	4,314	4,336
5	BOWLING, B & G								
	VARSITY	4,371	4,393	4,415			4,832		
	MIDDLE SCHOOL	2 249	2,260	2,271	2,282	2,648	2,661	2,674	2,687
	COLE D & C								
	VARSITY	4.371	4,393	4,415	4,437	4,808	4,832	4,856	4,880
1						1			
	MIDDLE SCHOOL								
	(per season)	1,658	1,666	1,674	1,682	1,825	1,834	1,843	1,852
	CHEERLEADING	2500			900 0		2 604	2 630	2 667
	VARSH Y (per season)	3,211	3,233	5,503		coo'c	0,021	2000	

APPENDIX 4								
			VORTH S	NORTH SHORE CSD	ŝD			
		0	OACHES SAI	COACHES SALARY SCHEDULE	ULE			
		S	STEP I			STE	STEP II	
		(1-3)	(1-3 YEARS)			(4+ YI	(4+ YEARS)	
	2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 (Effective 7/1/12 to 6/30/16) to 6/30/16)	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14, to 6/30/15)	Effective 7/1/14 (Effective 7/1/15 to 6/30/15) to 6/30/16)
VIII ATHLETIC DIRECTOR								
HIGH SCHOOL	10,384	10,436	10,488	10,540	11,537	11,595	11,653	11,711
MIDDLE SCHOOL	8,299	8,340	8,382	8,424	9,130	9,176	9,222	9,268

APPENDIX 5								
		NORTI	NORTH SHORE CSD	RE CS	D			
	Ű	EXTRA-CURRICULAR ACTIVITIES	RICULA	R ACTIVI	TIES			
		STEP	EP I			STEP II	II di	
		(1-3 YEARS)	EARS)			(4+ YEARS)	EARS)	
	2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective
	6/30/13)	6/30/14)	6/30/15)	6/30/16)	6/30/13)	6/30/14)	6/30/15)	6/30/16)
SENIOR HIGH SCHOOL								
Class Sponsors								
Senior Class	5,079	5,104	2,130	5,156	5,282	5,308	5,335	5,362
Junior Class	4,668	4,691	4,714	4,738	4,854	4,878	4,902	4,927
Sophomore Class	4,015	4,035	4,055		4,175	4,196	4,217	4,238
Freshman Class	2,458	2,470	2,482	2,494	2,555	2,568	2,581	2,594
Clubs - Level 3								
AIDS Peer Educator	2,028	2,038	2,048	2,058	2,103	2,114	2,125	2,136
A.F.S.	2,028	2,038				2,114	2,125	2,136
Youth D.E.C.I.D.E.	2,028	2,038	2,048	2,058	2,103	2,114	2,125	2,136
Interact (Rotary)	2,028	2,038				2,114	2,125	2,136
Key	2,028	2,038		2,058	2,103	2,114	2,125	2,136
Mathletes	2,028	2,038	2,048			2,114	2,125	2,136
Mock Trial	2,028	2,038	2,048	2,058	2,103	2,114	2,125	2,136
Peer Leaders	2,028	2,038	2,048	2,058	2,103	2,114	2,125	2,136
S.A.D.D.	2,028	2,038	2,048		2,103	2,114	2,125	2,136
Technology	2,028	2,038		2,058		2,114	2,125	2,136
Viking Masquers	2,028	2,038	2,048		2,103	2,114	2,125	2,136

APPENDIX 5								
		NORTI	NORTH SHORE CSD	RE CS	۵			
		EXTRA-CURRICULAR ACTIVITIES	RICULA	R ACTIVI	TIES			
		STEP	I di			STEP II	II di	
		(1-3 YEARS)	EARS)			(4+ YEARS)	EARS)	
	2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective
	7/1/12 to 6/30/13)	7/1/13 to 6/30/14)	7/1/14 to 6/30/15)	7/1/15 to 6/30/16)	7/1/12 to 6/30/13)	7/1/13 to 6/30/14)	7/1/14 to 6/30/15)	7/1/15 to 6/30/16)
Clubs - Level 2								
Amnesty International	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
Art	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
Entreprenurial	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
F.H.A.	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
GSA	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
Dance Club	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
Speech and Debate Club	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
Human Dev/Gender Issues	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
Mu Alpha Theta	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
Photography	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
Science Olympiad	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
Ski Club	1,431	1,438	3445	1,452	1,481	1,488	1,494	1,501
Tri-M Club	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501

APPENDIX 5								
		NORTH		SHORE CSD				
	Ê	XTRA-CUI	EXTRA-CURRICULAR ACTIVITIES	RACTIVI	ries			-
		STEP	۱d			STEP II	P II	
		(1-3 YEARS)	EARS)			(4+ YEARS)	ARS)	
	2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	(Effective 7/1/12 to	(Effective 7/1/13 to	(Effective 7/1/14 to	(Effective 7/1/15 to	(Effective 7/1/12 to	(Effective 7/1/13 to	(Effective 7/1/14 to	(Effective 7/1/15 to
	6/30/13)	6/30/14)	6/30/15)	6/30/16)	6/30/13)	6/30/14)	6/30/15)	6/30/16)
Clubs - Level 1	1 074	1 070	1 084	1 080	1 1 2 7	1 133	1 139	1 145
BOOK	1 074	1 079				1.133	1,139	1,145
E I Honor Society	1.074	1,079				1,133	1,139	1,145
Film Club	1.074	1,079			1,127	1,133	1,139	1,145
French	1,074	1,079	1.	-		1,133	1,139	1,145
Instructional Dance	1,074			1		1,133	1,139	1,145
Italian	1,074					1,133		1,145
Knitting	1,074					1,133		1,145
Latin	1,074			1		1,133		
National Science Bowl	1,074	1,079	1,084	1,089	1,127	1,133	1,139	1,145
Nat'l Science Honor Society	1,074	1,079	1,084	1,089	1,127	1,133	1,139	1,145
Spanish	1,074	1,079	1,084	1,089		1,133		Ļ
Woodworking	1,074	1,079	1,084	1,089	1,127	1,133	1,139	1,145
					1			
			900 9	001 2	202	E 610	A AK1	6 684
Director, Play/Musical (2)	0,332 3 035	3.955						
Accompanist	2.204			2,237	2,290			2,325
Fight & Sound Advisor	4,356							
Senior Play	4,356							
Choreographer	3,856							
Tech Director (2)	2,981	2,996		3,026				
Pit Conductor	2,204		2,226		2,290	2,301	2,313	2,325

APPENDIX 5								
		NORTI	NORTH SHORE CSD	RE CS	D			
	Ê	EXTRA-CURRICULAR ACTIVITIES	RICULA	ACTIVI	TIES			
		STEP	I di			STEP II	P II	
		(1-3 YEARS)	EARS)			(4+ YEARS)	ARS)	
	2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective
	7/1/12 to 6/30/13)	7/1/13 to 6/30/14)	6/30/15)	6/30/16)	6/30/13)	6/30/14)	6/30/15)	6/30/16)
ORGANIZATIONS			;					
Auditor Sr. H.S.	1,392	1,399	1,406	1,413	1,446	1,453	1,460	1,467
National Honor Society	2,375	2,387				2,481	2,493	2,505
North Shore Challenge	3,452	3,469	3,487	3,504		3,610	3,628	3,646
Student Book Manager	4,912					5,137	5,163	5,189
Student Government Org.	5,240		5,293	5,319	5,449		5,504	5,532
First Robotics	7,538	7,576	7,614	7,652		7,877	7,916	7,956
ORGANIZATIONS (Music)								
Chamber Orchestra	2,905	2,921	2,936		3,022			3,068
Men's Choir	2,434	2,446						2,572
Madridals	2,434			2,471	2,533			2,572
Jazz Band	2,905	2,921						3,068
Madrigals	2,905	2,921	2,936		3,022	3,037	3,052	3,068
Drum Line (repl majorettes/flag)	1,907	1,917	1,927	1,937	1,985	1,995	2,005	2,015
Pep Band	1,907	1,917	1,927	1,937	1,985	1,995	2,005	2,015
PUBLICATIONS								
Business Advisor	4,668			,				
Literary Magazine	2,483							2,621
Newspaper	5,367		5,421					
Yearbook	5,367	5,394		5,448	5,580	5,608	5,636	5,664

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APPENDIX 5								
		NORTH	H SHORE	RE CSD	D			
	Û	KTRA-CUI	EXTRA-CURRICULAR ACTIVITIES	R ACTIVI	TIES			
		STEP I	ЪI			STEP II	P II	
		(1-3 YEARS	EARS)			(4+ YEARS)	ARS)	
	2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	(Effective 7/1/12 to	(Effective 7/1/13 to	(Effective 7/1/14 to	(Effective 7/1/15 to	(Effective 7/1/12 to	(Effective 7/1/13 to	(Effective 7/1/14 to	(Effective 7/1/15 to
MIDDI E SCHOOL	6/30/13)	6/30/14)	6/30/15)	6/30/16)	6/30/13)	6/30/14)	6/30/15)	6/30/16)
Class Advisors								
Grade 8	1,788	1,797	1,806	1		1,868	1,877	1,886
Grade 7	1,788	1,797	1,806	1,815		1,868	1,877	1,886
Grade 6	1,788	1,797	1,806	1,815	1,859	1,868	1,877	1,886
Clubs - Level 3								
Drama	2,028	2,038	2,048			2,114		2,136
E3 Club	2,028	2,038				2,114		2,136
Mathletes	2,028	2,038				2,114	2,125	2,136
Poetry/Shakespeare (Bard)	2,028	2,038	2,048	2,058	2,103	2,114	2,125	2,136
Clubs - Level 2								
Ап	1,431	1,438	1,445			1,488	1,494	1,501
Builders Club	1,431	1,438	1			1,488		1,501
Chess Club	1,431	1,438	1			1,488		1,501
Computer Club	1,431	1,438		Ì		1,488		1,501
Mock Trial	1,431	1,438				1,488		1,501
National History Day	1,431	1,438	~			1,488		1,501
Robotics Club #2	1,431	1,438	1,445			1,488	-	1,501
SADD	1,431	1,438	1,445		1,481	1,488		1,501
6th Grade Morning Chorus	1,431	1,438	1,445			1,488		1,501
Ski Club	1,431	1,438	1,445	-		v -		1,501
Technology (2)	1,431	1,438	1,445	~				1,501
Ukulele Club	1,431	1,438	1,445	-		-		1,501
Video Film Making	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501

APPENDIX 5								Π
		NORTH	H SHORE	RE CSD	D			
	Û	KTRA-CUI	EXTRA-CURRICULAR ACTIVITIES	R ACTIVI	TIES			
		STEP	i di			STEP II	P II	
		(1-3 YEARS)	EARS)			(4+ YEARS)	EARS)	
	2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	(Effective 7/1/12 to	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)
Clubs - Level 1								
Author's	1,074	1,079	1,084	1,089	1,127	1,133		1,145
Italian	1,074	1,079		1,089		1,133		1,145
French Club	1,074	1,079	1,084			1,133		1,145
Math Olympiads	1,074	1,079				1,133		1,145
Organic Gardening Club	1,074	1,079			1	1,133		1,145
Scrabble	1,074	1,079			-	1,133	~	1,145
School Store	1,074	1,079				1,133		1,145
Spanish	1,074	1,079				-		1,145
Talent Club	1,074	1,079	1,084	1,089	1,127	1,133	1,139	1,145
Organizations (General)								
Student Council	2,385	2,397	2,409	2,421	2,480	2,492	2,504	2,517
Organizations (Music)								
6th-8th Grade Orchestra	1,192	1,198				1,253		1,265
Treble Chorus	1,192	1,198						1,265
7th/8th Grade Morning Chorus	1,192	1,198		~~~				
Jazz Band	1,968	1,978						
Marching Band	1,078	1,083	1,088	1,093	1,120	1,126	1,132	1,138
Publications								
Newspaper	2,146	2,157		с,		0		2
Yearbook	2,146	2,157	2,168	2,179	2,231	2,242	2,253	2,264
Dramatics								
Director Play/Musical	3,987	4,007	4,027	4,047	4,149	4,170	4,191	4,212
Vocal Musical Director-Play	2,611	2,624	2,637	2,650	2,715	2,729		2,757
Accompanist	1,218		-	-				
Choreographer	1,431	1,438			1,481			
Technical Director	1,647	1,655	1,664	1,672	1,714	1,723	1,732	1,741

APPENDIX 5		NORTH	H SHORF	RE CSI				
		KTRA-CUF		R ACTIVI	TIES			
		STEP I	ld			STE	STEP II	
-		(1-3 YEARS)	EARS)			(4+ YE	4+ YEARS)	
	2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)	(Effective 7/1/12 to 6/30/13)	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15)	(Effective 7/1/15 to 6/30/16)
ELEMENTARY SCHOOLS								
Clubs - Level 3								
Art Club (GWL)	2,028	2,038	2,048	2,058	2,103	2,114	2,125	2,136
Clubs - Level 2								
GH Community Service	1,431	1,438	7	1,452	1,481	1,488		
Elem. Community Service	1,431	1,438				1,488		
Intramurals (GH)	1,431	1,438				1,488		
Mock Trial (GH)	1,431	1,438		~	-	1,488		
Mock Trial (GWL)	1,431	1,438		-		1,488		
Mock Trial (SC)	1,431	1,438	-	-		1,488		1
Newspaper (SC)	1,431	1,438				1,488		
Peer Mediator (GWL)	1,431	1,438	-	-	-	1,488		
Scrabble Club (GWL)	1,431	1,438	1,445	1,452	1,481	1,488	1,494	1,501
Clubs - Level 1								
Bully Prevention	1,074	1,079						
Geography Club (GWL)	1,074							
Kiwanis Kids Club (SC)	1,074					1,133		
Math Olympiad (GH)	1,074		-					
Math Olympiad (GWL)	1,074							
Math Olympiad (SC)	1,074	ĺ						
GH - After School Sports	1,074		1					
GWL - After School Sports	1,074							ļ
GH - Jogging	1,074							
GWL - Jogging	1,074							
GWL - Fitness Club	1,074						~	
GWL - Chess Club	1,074							
GH - Chess Club	1,074	1						
SC - Chess Club	1,074							
GH - School Newsletter	1,074	1,079						
GH-Art Club	1,074		1,084	1,089	1,127	1,133	1,139	1,145

APPENDIX 5								
		NORT	NORTH SHORE CSD	RE CS	۵			
		EXTRA-CURRICULAR ACTIVITIES	RICULA	R ACTIVI	ries			
		STEP I	EP I			STEP II	P II	
		(1-3 YEARS)	EARS)			(4+ YEARS)	EARS)	
	2012-13	2013-14	2014-15	2015-16	2012-13	2013-14	2014-15	2015-16
	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective	(Effective
	7/1/12 to 6/30/13)	6/30/14)	6/30/15)	6/30/16)	6/30/13)	6/30/14)	6/30/15)	6/30/16)
Student Council								
GWL - Student Council	1,312	1,319	1,326	1,333	1,365	1,372	1,379	1,386
SC - Student Congress	1,312	1,319	1,326	1,333	1,365	1,372	1,379	1,386
Organizations (Music)								
GH Singers	1,490	1,497	1,504	1,512	1,550	1,558	1,566	1,574
GWL Chamber Chorus	1,490	1,497	1,504	1,512	1,550	1,558	1,566	1,574
Districtwide Band (GH)	1,490	1,497	1,504	1,512	1,550	1,558	1,566	1,574
Districtwide Band (GWL)	1,490	1,497	1,504	1,512	1,550	1,558	1,566	1,574
Districtwide Band (SC)	1,490	1,497	1,504	1,512	1,550	1,558	1,566	1,574
Districtwide Orchestra (GH)	1,490	1,497	1,504	1,512	1,550	1,558	1,566	1,574
Districtwide Orchestra (GW)	1,490	1,497	1,504	1,512	1,550	1,558	1,566	1,574
Districtwide Orchestra (SC)	1,490	1,497	1,504	1,512	1,550	1,558	1,566	1,574
Sea Cliff Singers	1,490	1,497	1,504	1,512	1,550	1,558	1,566	1,574
ATHLETIC DIRECTORS								
High School	10,573	10,626	10,679	10,732	11,537	11,595	11,653	11,711
Middle School	8,447	8,489	8,531	8,574	9,130	9,176	9,222	9,268

APPENDIX 6				
NORTH SHORE CSD	JORE C	SD		
ADDITIONAL ASSIGNMENTS	SSIGNMEN	VTS		
	2012-13	2013-14	2014-15	2015-16
	(Effective 7/1/12 to	(Effective 7/1/13 to 6/30/14)	(Effective 7/1/14 to 6/30/15/	(Effective 7/1/15 to 6/30/16)
		6		
DISTRICT-WIDE				
Coordinator of Health Services	3,650	3,668	3,686	3.704
Coordinator of Student Activities	7,837	7,876	7,915	7,955
Coordinator of Foreign Exchange Trips	4,000	4,020	4,040	4,060
Coordinator of Music Performance Tours	2,000	2,010	2,020	2,030
Middle School Team Leader	4,305	4,327	4,348	4,370
High School/Middle School World Language Team Leader	10,000	10,050	10,100	10,151

Appendix 7				
	ECISTIERED N	URSES SALA	RY SCHEDUL	E
STEP	2012-13	2013-14	2014-15	2015-16
	0.50%	0.50%	0.50%	0.50%
1	49,571	49,819	50,068	50,318
2	51,041	51,296	51,552	51,810
3	52,648	52,911	53,176	53,442
4	54,109	54,380	54,652	54,925
5	55,637	55,915	56,195	56,476
6	57,143	57,429	57,716	58,005
7	58,493	58,785	59,079	59,374
8	60,130	60,431	60,733	61,037
9	61,813	62,122	62,432	62,744
10	63,544	63,862	64,181	64,502
LONGEVITY*	1,493	1,501	1,508	1,516
*Lona	evity payments con	mence twelve vear	rs from a nurse's hi	irina date

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APPENDIX 8

Standards for Online Learning September, 2002

Nassau BOCES NYS Teacher Centers New York Institute of Technology

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I. The Four Levels of Online Courses

Online courses can be classified into four categories, which range across the spectrum in terms of instructor involvement and participation.

- Programmed self paces an instructional designer creates the course and the participant enters the instructional environment and moves through the material with no instructor interaction. Participants normally take computer or self graded assessments as they move through the material.
- **Facilitated Courses** an instructional designer creates the structure of the class and the course is turned over to a facilitator to help guide the participants through the course materials. The facilitator can help shape the discussions and provide direction for project work but does not modify the instructional platform and is not the content expert.
- Instructed Courses These courses are created and taught by the instructor and utilize high levels of interaction between the instructor and participants. The scope, sequence and timing of the course are dynamically modified to meet the class needs. The course demonstrates high levels of discourse between and among all members of the class learning community. The instructor is the content expert.
- **The MUSE Courses** At the highest level of interaction is the MUSE level or Oxfordian online delivery system. In this configuration the instructor acts as the student's MUSE providing inspiration and guidance to the student. Typically the instructor and student work to identify areas of need and the structure of the online experience is built around maximizing the use of the tools and interactions to help the student meet the expected outcomes. This type of instruction is normally characterized by a high level of discourse using a combination of synchronous and asynchronous tools to insure high levels of connectivity between the students and instructor. It reflects strategies of inquiry-based learning, action research and self-directed learning.

II. Modalities for Online Courses

There are generally three modalities of delivery for the facilitated, instructed and muse types of courses:

- The fully online environment is which the student instruction, project work and all communications are done via a virtual delivery system. The system may consist of synchronous tools like chat and video and the asynchronous tools of email and threaded discussions. The course is designed so that the learning outcomes can be achieved and the equivalent seat time can be met.
- The hybrid course environment is a mix of traditional face-to face instruction and online instruction. The instructor determines what elements of the course are best delivered online and divides the instruction and project activities so that the objectives and appropriate seat time equivalents are met.
- Enhanced course environment is a face-to-face class, which meets its entire seat time hours, but in which the instructor creates an envelope of instructional support and classroom exchanges using the online tool set.

III. Domains and Standards for Online Courses

Seven Domains that organize Standards for Online Courses are presented.

1. Curriculum page 6

Rating Scale: 4 point

- Standards-based
- Researched-based
- Sensitivity to diversity
- Depth and breadth of Content (Scope and Sequence)
- 2. Pedagogy...... page 7

Rating Scale: Muse/Instructor Facilitated/Self – Taught (Muse = 4, Instructed = 3, Facilitated = 2, Self – Taught = 1)

- Models good practice such as constructivism, reflection (Best practices)
- Authentic Learning (multiple modalities and learning styles, project and inquiry based)
- Opportunities for high-level thinking
- Evidence of planning
- Design of Instruction appropriate to the online environment
- Assessment of student learning embedded in instruction
- Uses data to monitor and adjust instruction (Data Utilization)
- 3. Learner/Instructor Interaction...... page 10

Rating Scale: Muse/Instructor Facilitated/Self – Taught (Muse = 4, Instructed = 3, Facilitated = 2, Self – Taught = 1)

- Interaction between Instructor and Student, Instructor and Class, In Among Students, Student in a group, Group to Group, Instructor to Group, Group to Instructor
- Variety of Sharing Modalities
- Quality and timeliness of Instructors feedback
- Evidence of an active learning community

4. Assessmen	t of Participant Learning page 12
Rati	ng Scale: 4 point
	Impact on Practice
	• Provides formative and summative feedback
	• Assessments align to outcomes
	• Provides exemplars
	• Opportunities for participants to assess their won learning

• Quality is defined

5. Presentation, Structure and Organization page 14

Rating Scale: 4 point Rubric

- Syllabi and Outlines
- Use of Multimedia
- Navigation and Layout
- Timing and Pacing
- Online Environment
- Goals and Objectives
- Developmental Levels
- Outcomes-based

6. Administration – Systems Supports...... page 17

Rating Scale: 4 Point

- Copyright Information
- Technical Support and Orientation
- Security
- Point of Authority/Credentials of Institution
- Ongoing Course Evaluation
- Course Registration

Rating Scale: 4 point

- ADA Compliant (508)
- Admission and Records Administration
- System Capacity
- User Interface Compatibility
- Back up process
- Redundancy
- Appropriateness of the tool sets

		1. Curriculum		
Page 1 of 1	4	3	2	
Standards-based	 Meets or exceeds the National and New York State standards in all subject areas 	 Meets the National and New York State standards in the ELA and MST subject areas 	 Meets the New York State standards in all subject areas 	 Does not align National or New York State Standards
Research-based	 Supported by current rigorous quantitative/qualitative research, Course reviewed and endorsed by both the Local Education Agency(LEA) and the state Department of Education (DOE) 	 Supported by current rigorous quantitative/qualitative research 	 Supported by current local best practices 	 Not supported by current research
Sensitivity to diversity	 Material has been reviewed using The NYSED Office of State Assessment. New York State Sensitivity Review Guidelines and has shown a high degree of sensitivity to different groups 	 Material has been reviewed by a committee of educators and shows sensitivity to different groups 	 Material has been reviewed by the course instructor and shows sensitivity to different groups 	 Material has not been reviewed
Depth and Breadth of Content (Scope and Sequence)	 Course is comparable in thoroughness, depth, and breadth to traditionally delivered courses Course is designed to benefit from the unique applications for online delivery 	 Course is comparable in thoroughness, depth, and breadth to traditionally delivered courses 	 Course is comparable in depth and breadth to traditionally delivered courses 	• Course is dissimilar in thoroughness, depth, and breadth to traditionally delivered courses

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Standards for Online Learning September, 2002

Nassau BOCES/NYTT/NYS Teacher Centers Page 6 of 23

		2. Pedagogy		
Page 1 of 3	Muse 4	Instructed:3	Facilitated 2	Self-taught 1
	 Models best practices such as constructivism, inquiry, reflection and sharing of collective expertise to support learning 	 Discussion & dialog to foster meaningful thinking and learning 	 Discussion & dialog to foster meaningful thinking and learning 	Highly structured
Best	Discussion & dialog to foster meaningful thinking and learning	 Project work is individually mentored and supported 	 Facilitator offers recommendations for improved performance 	
practices	 Project work is individually mentored and supported 	 Constructive criticism is integral to the class culture 	 Information flow is predominantly from facilitator to student and 	rgita, stylfty , stylfty, stylfty
	Constructive criticism is integral to the class culture	 Information flow is bi- directional between student 	between students	. (#*** *********************************
	Information flow is bi-directional between student and instructor	and instructor		
	Teaches using multiple modalities and addresses various learning styles	 Addresses and supports individual student needs, skills, and knowledge 	 Research and problem solving skills are addressed through project and inquiry based 	 Instruction is programmed with no modification
Autorite Learning (multiple modalities and	 Addresses and supports individual student needs, skills, and knowledge 	 Research and problem solving skills are addressed through project and inquiry based teaching & learning 	 teaching & learning Activities and projects are rooted in classroom experiences 	for modifications based on learning environment
karning styles, project and inquiry based)	Research and problem solving skills are addressed through project and inquiry based teaching & learning	 Activities and projects are rooted in classroom experiences 		· · · · · · · · · · · · · · · · · · ·
	Activities and projects are rooted in classroom experiences			

Nassau BOCES/NYIT/NYS Teacher Centers Page 7 of 23

		2. Pedagogy		
Page 2 of 3	Muse	Instructed	Facilitated	Self-taught
Opportunities for hisher-	• The course is framed around the use of constructive essential questions created by the participants	• The course is framed around the use of constructive essential questions created by the instructor and modified by interaction with the participants	• The course is framed around the use of objectives and outcomes created by the instructor	The course is centered at the skills acquisition level
level thinking	 Course activities are anchored in higher level thinking and meta cognition developed as a joint activity between instructor and participants 	 Courses are anchored in higher level thinking and meta cognition 	 There is emphasis on pure skill or fact acquisition 	
	 There is little emphasis on pure skill or fact acquisition. 	There is little emphasis on pure skill or fact acquisition		
	Course has a viable, powerful organizing center mutually agreed upon by instructors and participants	Course has a viable, powerful organizing center	 Course has a viable, powerful organizing center 	 The course is pre- programmed with no
Evidence of	 Sequence of material is powerful, Scaffolding active meaningful learning which fosters metacognition 	 Sequence of material is powerful, Scaffolding active meaningful learning which fosters metacognition 	 Sequence of material is powerful, Scaffolding active meaningful learning which fosters metacognition 	options
Panung	 Instructional goals, objectives, strategies, and evaluation are aligned to state/national standards 	 Instructional goals, objectives, strategies, and evaluation are aligned to state/national standards 	 Instructional goals, objectives, strategies, and evaluation are aligned to state/national standards 	1999-1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1
	 Participant are involved with the planning of the course 			

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Nassau BOCES/NYTT/NYS Teacher Centers Page 8 of 23

		2. Pedagogy		
Page 3 of 3	Muse	Instructed	Facilitated	Self-taught
	 The instruction is student centered with the online environment designed to be flexible 	 Appropriate to the online environment, learning 	 Appropriate to the online environment, learning 	• The instruction is
Design of Instruction	 Capitalize on what is known about how participants prefer to learn 	materiais and opportunities designed to be capitalize on what is known about how participants prefer to learn	materials and opportunities designed to be completed with in a specific timeframe	programmed and the participant follows a
	• The course provides alternative strategies based on the progress of the participants	4	4	proscribed learning path
Assessment	 Assessment of student learning embedded in instruction, several forms of authentic assessments chosen by student based on knowledge of preferred learning style & modality 	 Various types of assessment chosen by instructor 	 Limited types of assessment chosen by instructor 	 Assessment done by participant or by computer
	 Clearly defined rubrics are given for all formal assignments 	 Clearly defined rubrics are given for all formal assignments 		ала 2005 росяни на состания с торина и тор
	 Uses participant data to monitor and adjust instruction 	 Uses participant data to monitor instruction 	 Collects participant data but does not use data to monitor and adjust 	 Collects participant data but does
Data Utilization	 Students and instructor use data to adjust their learning and the course design 		instruction	not use data to monitor and adjust instruction

Nassau BOCES/NYIT/NYS Teacher Centers Page 9 of 23

Page 1.0.12 Muse 4. Instructed.3 Facilitated 2. SetFam Page 1.0.12 There are clear indications between communications between instructors and students focued or guiding questions and posting approaches 20%. There is a blance of communications between instructors and students focued of student posting approaches 20%. There is a blance of posting questions and posting approaches 20%. There is a blance of posting questions and posting approaches 20%. There is a blance of posting questions and posting approaches 20%. There is a blance of posting questions and posting approaches 20%. There is a blance of posting questions and posting approaches 20%. There is a blance of posting question and of students posting approaches 20%. There is a blance of posting question and of student posting approaches 20%. There is a blance of posting questing posting approaches 20%. There is a blance of posting questing posting approaches 20%. There is a blance of posting questing and between subdents are posting and between posting and between		3. Lcam	3. Learner/Instructor Interaction	ction	
 There are clear indications of communications between instructors and students focused on guiding questions and students focused on the specific structor representing positings on the specific structor representing more than 37% of the instructors and ender the different of the instructor structor representing more than 37% of the positings and the exchanges and demonstrate a first or of the instructors and students are focused and are defined by the different of different of different of different of the instructors are structor to positings on the specific structor s	Page 1 of 2	Muse 4	Instructed 3	Facilitated 2	Self-taught 1
 Communications among students are focused and are defined by the instructional context. Students are focused and are defined by the instructional context. Students are focused on the instructional context. Students are focused on the instructional direct the direction of direct the direction of discourse. Group communications are active tepersenting more than 33% of the exchanges and demonstrate a free flow of ideas and mutual support. Students create and engineer nodelities as needed for learning postings. The postings are used to develop modelities as needed for learning 	Between	 There are clear indications of communications between instructors and students focused on guiding questions and professional criticism. The ratio of student postings to faculty postings approaches 50% 	 There is a balance of exchanges with the instructor representing 25-35% of the responses 	• The instructor serves as a moderator and keeps the focus of the postings on the specific assignments. The instructor postings represent 15-20% of the total postings	 There is little or no interaction with an instructor. Students complete steps and progress to the next level
 Group communications are active representing more than 33% of the exchanges and demonstrate a free flow of ideas and mutual support Group communications are active representing more than 33% of the postings. The postings are centered in specific responses to the assignments modalities as needed for learning. 	Instructor and Student, Instructor and Class, In among Students,	 Communications among students are focused and are defined by the instructional context. Students define and direct the direction of discourse 	 Communications amongst and between students are focused on the instructional goals and assignments defined by the instructor 	 Communications amongst and between students is centered directly around the proscribed assignments 	 Group activities are only used for social interactions
	Students in a group, Group to Group, Instructor to Group to Instructor	 Group communications are active representing more than 33% of the exchanges and demonstrate a free flow of ideas and mutual support Students create and engineer modalities as needed for learning. 	 Group communications are active representing more than 33% of the postings. The postings are centered in specific responses to the assignments 	Group communications are used to develop community	

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Nassau BOCES/NYIT/NYS Teacher Centers

The use of synchronous and/or asynchronous components of the class is matched to the learning experience
Synchronous activities are used only when there is full consent of the class or there has been sufficient time for participants to set their schedules
Effective feedback was provided within 3 days
Posts are several, feedback is useful, dialog and discussion are evident

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		4. Assessn	4. Assessment of Participant Learning	aming	
Page 1 of 2		4	Ê	2	1
		Participant guides their class in innovative explorations of multidisciplinary projects	 Participant focuses on higher-order thinking skills 	 Participant employs some instructional activities that are individualized and self- paced 	Participant experiments with open-ended activities designed
Impact on Practice	•	Balanced and strategic use of direct teaching and project-based teaching	 Experimentation with interdisciplinary project- based instruction 	 Participant beginning to have students work on collaborative projects 	ror smau group and/ or collaborative group based
	•	Integration of alternative modes of student assessment	Experimentation with flexible student grouping		IIIIIII
		Implementation of integrated curriculum			e goonae e reference e
Feedback		Instructors' ongoing feedback provides timely, specific, and authentic response meant to inform change in participant behavior	Instructors' formative & summative feedback is timely and practical	 Instructors' summative feedback is general and provided at the end of the course 	 No instructor feedback
Assessments	•	Evidence of participants constructing knowledge, utilizing critical thinking, generating product in all assignments	 Evidence of participants constructing knowledge and utilizing critical thinking in several assignments 	Evidence of participants constructing knowledge and utilizing critical thinking	 No evidence of participants constructing knowledge and utilizing critical thinking in assignments
	•	Culminating assessment which aligns with outcomes	Culminating assessment which aligns with outcomes		 Misaligned culminating assessment

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Standards for Online Learning September, 2002

			an a	n - est estatutional analysis en la companyation and
	~ 1	 No exemplars provided by instructor 	Quality is not defined	No student self assessment
eaming	7	 One exemplar provided by instructor 	 Utilizes traditional methods of assessing quality of student work, i.e. exams 	A checklist is provided for participants to assess their own learning
4. Assessment of Participant Learning	3	 2 – 3 exemplars provided by instructor 	Utilized a checklist with points assigned to each task	A checklist and reflective journal are provided for participants to assess their own learning
4. Assessn		4 or more exemplars provided by instructor	Utilizes a rubric with specific performance characteristics arranged in levels indicating the degree to which a standard has been met	Participants choose from a list offering several methods to assess their own learning
	Page 2 of 2	• Exemplars	• Quality	• Self-Assessment

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	5. Presentatio	5. Presentation, Structure and Organization	Drganization	
Page 1 of 3	4	3	2	T
	Clearly stated and accessible via print and online	Clearly stated and accessible via print and online	Clearly stated and accessible via print	Clearly stated and accessible via print
	Instructional expectations defined	 Instructional expectations defined 	Instructional expectations defined	 Instructional goals stated
Syllabi	Participant interaction expectation defined	Timelines and deadlines	Additional resources stated	 Threshold for award of credit clearly defined
and Outline	 Timelines and deadlines 	 Additional resources stated 	Threshold for award of credit clearly defined	
	Use of Synchronous activities clearly stated	• Threshold for award of		
	Additional resources stated	creant cleanly denned		
	Threshold for award of credit clearly defined			
	Media is appropriate to varied bandwidths	Media is appropriate to varied bandwidths	 Media is appropriate to high speed connections (T1, DSL, ISDN) 	Media runs intermittently over high speed networks
	Media supports instructional goals and compliments instructional activities	 Media supports instructional goals and interest building 	Media is used for interest building	 Media is used as "epe- candy" not related to the objectives of the course
Use of	Media nuns smoothly on all standard platforms and current versions of browsers	 Media runs smoothly on current versions of browsers 	 Media runs smoothly on current versions of browsers 	 Media portrays members of any commuty in a negative light
Multimedia	 Media is diverse and reflects a diverse population in a proactive manner 	 Media is diverse and reflects a diverse population 	Media has associated credits	
	Media is used to increase the participants grasp of concepts	 Media is used to increase the participants grasp of concepts 		
	 Media has appropriate copyright notations and releases 	Media has appropriate copyright notations and releases		

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	5. Presentatio	tation, Structure and Organization	liganization	
Page 2.of 3		3	2	1
	 Course is easily navigated by keyboard, mouse or accessible device and is user friendly 	Course is easily navigated	Course can be navigated	Difficult navigation
Navigation	All pages are designed for computer screens and display with all browsers	 All pages are designed for computer screens and display on current browsers 	All pages are designed for computer screens and may require scrolling	Disorganized pages
and Layout	 The various synchronous and asynchronous components are embedded in the front pages 	All major components are reached via 3 mouse clicks or less	 Layout is structured 	Unappealing layout that distracts from the learning
	Pages are in an organized root structure	Layout of pages promotes interaction		
	 All major components are reached via 2 mouse clicks or less 			
Timing and Pacing	 The course timing and pacing is appropriate to meet the instructional goals and allow for participant differences. There are differentiated experiences for various learners 	• The course timing and pacing is appropriate to meet the instructional goals and is varied to meet the general needs of the class	 The timing and pacing is set and meets the needs of the highest performing participants 	Timing and pacing is inappropriate for the participant population

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		5. Presentatio	5. Presentation, Structure and Organization	nganization	
Page 3of 3		÷	3	2	1
		Technical requirements for student access are documented. Criteria for students' technical knowledge are published & assessed	 Technical requirements for student access are documented 	 Technical requirements for student access are documented 	 Technical requirements for student access are documented
Online		Access to learning resources (books, periodicals, etc.) is assured	Criteria for students' technical knowledge are published & assessed	Criteria for students' technical knowledge are published & assessed	Criteria for students' technical knowledge are published
Environ- ment	•	Online and offline activities are available to the student, links to additional resources are embedded in online content to allow access to further information and supporting materials on other sites	 Access to learning resources (books, periodicals, etc.) is assured 	 Online and offline activities are available to the student 	
	•	Content is constructed to allow the different parts of the course to interact and integrate	Online and offline activities are available to the student		
Goals and Objectives	•	Instructional and learning goals are clearly defined for student	 Instructional and learning goals are defined for student 	Learning goals are defined for student	Goals are not specified
Develop- mental Levels	•	Material addresses ages and stages of learners- participants engage in "metalearning"-learning how to learn online	Material addresses limited range of ages/stages of learners	 Material addresses one level of learners 	Material does not consider age and stage of learner
Outcomes-	• 37 (1945) - 1944	Evaluation is timely, fair, and based on local/state/national standards	 Evaluation is timely, fair, and based on local/state/national standards 	 Evaluation is timely, fair, and based on local/state/national standards 	Outcomes not specified
based	•	Verification of student participation/performance procedures in place, instruction designed to have produced specific, lasting results in participants by end of course	 Verification of student participation/performanc procedures in place 		

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Page 1 of 3	4	3	2	1
Copyright	 The system provides warnings in regards to the misuse of copyrighted materials and links to fair use and copyright information 	 The system provides links to fair use and copyright information 	 The ability to add meta tag information is part of the posting process 	 There is no overt support for the proper use of copyrighted materials
	• The ability to add meta tag information is part of the posting process	 The ability to add meta tag information is part of the posting process 		
	 Printed manuals, online technical support resources, CD or DVD training and online and phone technical are available 	 Printed manuals, online technical support resources, CD or DVD training and online support is available 	 Printed manuals, online technical support resources, are available 	Printed materials are available
Technical Support and Orientation	• Tech support is accessible for all members of the learning community	 Tech support is accessible for all members of the learning community 	• Technical support is accessible for all members of the learning community	ur i se el la su y compressionada
	 Send updates on system changes to all users before changes are implemented 	 Send updates on system changes to all users before changes are implemented 		
	Provides a detailed list of all super users and their access	 The instructor is provided with a list of all individuals who have access to their courses 	• The instructor has the ability to set participant access to their courses	 The system is open and guests have access to all materials and
Security (Who can access and for much	• The instructor is provided with a list of all individuals who have access to their courses	• The instructor has the ability to set participant access to their courses		discussion areas
	The instructor has the ability to set participant access to their courses			

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	3	2	
 Biography available online with in depth resumes showing experience in the course content 	 Biography available online with a resume showing experience in the course content 	Biography available online	 Instructor has gone through a training program on delivering online courses
 Instructor holds credentials in the area of instruction related to the course 	 Instructor holds instructional credentials 	 Instructor has gone through a training program on delivering online courses 	 Provider organization not clearly identified
Instructor has gone through a training program on delivering courses which includes instruction in the pedagogy of online delivery	 Instructor has gone through a training program on delivering online courses 	Provider organization clearly identified	
Provider Organization clearly identified and endorsed by BOCES, higher education institutions, or Teacher Centers	 Provider organization clearly identified 		

Page 3 of 3		o. Autilistiation-Systems Support	r Doddin	
	Maintains and publishes data on all course activity	 Maintains and publishes data on all course activity 	Provides mechanism for post course evaluation	No formal evaluation systems
	 Provides mechanism for post course evaluation for all courses 	 Provides mechanism for post course evaluation 	 Publishes course evaluations for selected 	
Ongoing	 Publishes all course evaluations 	 Publishes selected course evaluations 	Generation	
Evaluation	 Evidence that evaluation data is used for screening instructors for future assignments 	 Evidence that evaluation data is used for screening instructors for future 		
	• Evidence that evaluation data and course data is used to inform the professional development system for the instructors	4ssigaments		
	 Participants can enroll via email, fax, USPS and phone 	 Participants can enroll via email, fax, USPS and phone 	 Participants can enroll via USPS and phone 	 Participants can enroll via USPS and phone
	 Confirmation of enrollment automatically sent to all participants 	 Confirmation of enrollment automatically sent to all participants 	 Confirmation of enrollment automatically sent to all participants 	There is no automatic confirmation of
Course Registration	 Participants are notified of all course cancellations before the published start date 	 Participants are notified of all course cancellations before the published start date 	Cancelled courses are listed on the Web site	CINCIPLE
	 Course data is tracked by district and individual participant Enrollment data is sent to OLA in flat field formats 	 Course data is tracked by district and individual participant 		
	Interfaces with NYSED portal		a kan kan kan kan kan kan kan kan kan ka	- - -

Nassau BOCESNYIT/NYS Teacher Centers

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	a de la companya de la	• There are no efforts to make the major portions of the content accessible to all learners		• The system maintains records in a proprietary format. Protocol and fields are provide to assist in data transfers to standard instructional tracking and enrollment systems	 All course files are archived and available for at ^{1/2} year
ient	2	 All materials can be read via screen readers, alternative text and captioning is provided for all multimedia elements 	91 - John Y Selfons (2019) 	• The system maintains records, which can be converted into XML, or flat field formats. Protocol and fields are provide to assist in data transfers to standard instructional tracking and enrollment systems	 All course files are archived and available for at ^{1/2} year
Technical Management	3	 All materials can be read via screen readers, alternative text and captioning is provided for all multimedia elements, and all information is available via assistive technology 	 Students can input information via a wide range of assistive devices 	• The system provides back end support to exchange data directly in XML or flat field formats with standard instructional tracking and enrollment systems	 All course files are archived and available for at ^{1/}/₃ year
E Ż	4	 Fully 508 compliant (see attachment A) 		• The system provides back end support to exchange directly data in XML or flat field formats with standard instructional tracking and enrollment systems	All course files are archived and available for at 1 year
	Page 1 of 4	ADA Compliant (508)		Admission and Records	

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	52	. Technical Management	nent	
Page 2 of 4		6	2	Î.
System Capacity	 The system has the at least 5 megabytes of storage available per course 	 The system has the at least 2 megabytes of storage available per course 	• The system has the at least 1 megabytes of storage available per course	The system has less than 1 megabytes of storage available per course
	The system reports storage utilization to the end user administrators	• The system reports storage utilization to the end user administrators	• The system reports storage utilization to the end user administrators	
	• The system provides back end support to exchange directly data in XML or flat field formats with standard instructional tracking and enrollment systems	 The system provides back end support to exchange data directly in XML or flat field formats with standard instructional tracking and enrollment systems. 	 The system maintains records, which can be converted into XML, or flat field formats. Protocol and fields are provide to assist in data transfers to standard instructional tracking and enrollment systems 	• The system maintains records in a proprietary format. Protocol and fields are provide to assist in data transfers to standard instructional tracking and enrollment systems
User Interface Compatibility	 All course files are archived and available for at 1 year 	• All course files are archived and available for at ½ year	 All course files are archived and available for at ^{1/2} year 	 All course files are archived and available for at ^{1/2} year
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	2	7. Technical Management	nent	
Page 3 of 4	4	8	2	
Back up process	 Full data backups are done daily 	Backups are done bi-weekly	 Back-ups are done weekly 	 There is no data back up
Source Code and Encryption keys	 Source Code is open architecture and the code is held in escrow 	 The source code is held in escrow 	 The source code is proprietary 	 The source code is unavailable
Redundancy and capacity	• The system host has redundant connections to the Internet and has the capacity to handle 10% of the total end user population with simultaneous connections	• The system host has redundant connections to the Internet and has the capacity to handle 5% of the total end user population with simultaneous connections	• The system host has redundant connections to the Internet and has the capacity to handle 2% of the total end user population with simultaneous connections	• The system has a single connection to the Internet and has the capacity to handle less than 1% of the total end user population with simultaneous connections
	 The tool set is standards based and can handle synchronous and asynchronous communications 	The tool set is standards based and can handle synchronous and asynchronous communications	• The tool set is standards based and can handle synchronous communications	The tool set can handle synchronous communications
Appropriateness of the tool sets	 Standard multimedia formats for all operating systems and standard browsers are supported 	 Standard multimedia formats for Mac and Windows and standard browsers are supported 	 Standard multimedia formats for Mac and Windows and standard browsers are supported 	 Standard multimedia formats for Mac and Windows and standard browsets are supported
•	· · · · · · · · · · · · · · · · · · ·			

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agement: Attachment A (ADA 508 Compliant)	Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of these standards, when compliance cannot be accomplished in any other way.	The content of the text-only page shall be updated whenever the primary page changes.	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.	When a web page requires that an applet, plug-in or other application be present on the client system to interpret name content, the page must	provide a link to a plug-in or applet that complies with §1194.21(a) through (]).	When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	A method shall be provided that permits users to skip repetitive navioration links.	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		Nassau BOCESNYIT/NYS Teacher Centers Page 23 of 23	
litac	(ľ	k)		â	(III		(î	Ô	(d			
7. Technical Management: A Page 4 of 4	The text information associated with a non-text element should, when possible, communicate the same information as its associated element.	This provision requires that when audio presentations are available on a multimedia web page, the audio portion must be captioned	Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Documents shall be organized so they are readable without requiring an associated style sheet.	Redundant text links shall be provided for each active region of a server- side image map.	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Row and column headers shall be identified for data tables. Mortum choll he wood to accordate data cells and header cells for data	tables that have two or more logical levels of row or column headers.			
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APPENDIX 9

AGREEMENT

Between

BOARD OF EDUCATION OF THE

NORTH SHORE CENTRAL SCHOOL DISTRICT

and

NORTH SHORE SCHOOLS FEDERATED EMPLOYEES

(TEACHING ASSISTANTS)

July 2, 2012 – June 30, 2016

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ARTICLE I - RECOGNITION AND DUES DEDUCTION

A. The Board hereby recognizes the Federation as the exclusive representative of teaching assistants employed by the District.

B. Recognition shall continue in full force and effect for the maximum period permissible under Article 14 of the Civil Service Law.

C. During the period of recognition, the Board shall deduct from the salaries of its teaching assistants membership dues and/or assessments for the Federation and its affiliates upon presentation to the Board of written authorizations signed by the individual member. The deduction shall be made in equal installments from each pay check commencing with the pay period following five (5) school days after the presentation of the signed authorization to the District Business Office. The authorization form shall be prepared and distributed by the Federation and shall contain a clause that the member waives all rights and claims for the money deducted and transmitted and relieves the Board from any liability. The Board shall transmit monies collected within five (5) school days of each installment date to any Federation officer at a place designated in writing by the Federation. Any authorizations presently on file with the Board or any of its officers shall be revoked upon the presentation to the Board of a more recent deduction authorization, which shall be deemed the authorization of the member.

ARTICLE II - APPOINTMENT, PROBATION, TENURE AND ABOLISHMENT OF POSITIONS

A. Evaluation of Teaching Assistants

1. A probationary teaching assistant shall be notified on or before April 15th whether he/she will be reappointed for the following school year. If April 15th falls during a school vacation period, the probationary teaching assistant shall be notified by the last school day preceding the vacation.

2. A teaching assistant shall be formally observed in the classroom at least once each year prior to May 30^{th} . A formal classroom observation is one where the observer makes a written report of the observation, including recommendations.

3. At the request of either the observer or the teaching assistant, a conference shall take place within fifteen (15) school days after the formal observation. The observer will offer verbal impressions of the observation and the teaching assistant will have an opportunity to discuss and react to those impressions. The observer's notes of the observation shall be made known to the teaching assistant and said notes shall be used as the basis for the conference.

4. A copy of the report shall be given to the teaching assistant and placed in the teaching assistant's personnel file within fifteen (15) school days after the observation is made. Upon his/her examination, the teaching assistant shall be required to affix his/her

signature to the observation or evaluation, which shall indicate only that he/she has examined it without any inference to be drawn from his/her signing. The report may refer to the classroom observation, discussions, or any other informal observations since the last formal observation.

5. An annual written evaluation of the teaching assistant's service shall be made by the principal of the teaching assistant's school.

6. The teaching assistant shall have fifteen (15) school days from receipt of the observation and evaluation reports to prepare a written response, which shall also be placed in the file, affixed to the report.

7. In the case of any particular teaching assistant, if the District should not comply with the various fifteen (15) school day requirements set forth in this Section, the remedy shall not on the first such occasion include removal of the observation or evaluation from the file unless the District is more than thirty (30) days late on such occasion.

8. Matters of a disciplinary nature noted by school district personnel and included in an evaluation report which are not referable to an observation of the teaching assistant's performance shall be based upon author-identified writing, copies of which shall be provided to the teaching assistant within fifteen (15) school days of the events referred to in the writings. Evaluation reports may include results of observations provided that a written report of the observation by the observer was made and provided the District complied with Section A, paragraphs 3-7.

B. Intensive Supervision for Tenured Teaching Assistants

1. Phase 1. When a supervisor in the Middle School or High School, or the principal of an Elementary School, has notified a teaching assistant that there is a serious concern with regard to that teaching assistant's performance, and that concern has been expressed in at least one prior observation or evaluation of that teaching assistant, the District may thereafter place that teaching assistant under Phase 1 intensive supervision. The President of the Federation shall be informed when any teaching assistant is to be placed under Phase 1 intensive supervision. Any teaching assistant placed on intensive supervision shall be notified in writing.

2. Phase 2.

(a) If the District determines that a teaching assistant's performance remains inadequate after no less than one school year of Phase 1 intensive supervision (or its equivalent), the District may place the teaching assistant under Phase 2 intensive supervision, subject to the following conditions:

(i) A meeting must occur among the teaching assistant's immediate supervisor, the Assistant Superintendent for Instruction, the teaching assistant, and a Federation representative, if requested by the teaching assistant.

(ii) The meeting must be followed by a written notice to the teaching assistant at least 90 days prior to the commencement of Phase 2 intensive supervision, indicating the District's intention to place him or her under Phase 2 intensive supervision.

(b) For any teaching assistant placed under Phase 2 intensive supervision, the District shall provide:

(i) recommendations to assist the teaching assistant in remedying performance problems; and

(ii) the opportunity to meet no less than once per academic quarter with the teaching assistant's immediate supervisor, the Assistant Superintendent for Instruction, and a Federation representative, if requested by the teaching assistant.

(c) During Phase 2 intensive supervision, the teaching assistant shall:

(i) remain at the level of compensation of the salary schedule applicable to him or her at the time Phase 2 intensive supervision commenced; and

(ii) have the opportunity to meet no later than thirty days prior to the end of the Phase 2 intensive supervision period with the teaching assistant's immediate supervisor, the Assistant Superintendent for Instruction, and a Federation representative, if requested by the teacher assistant, to discuss the District's determination about whether Phase 2 intensive supervision should continue for another school year (or its equivalent).

(d) At the end of Phase 2 intensive supervision:

(i) a teaching assistant shall move to the salary column next above the column on which he or she was placed when his or her salary was frozen, if otherwise eligible on the July 1 next following the cessation of Phase 2 intensive supervision.

C. Evaluation Form

Any change of the evaluation form shall not be effected until the Federation is notified and consulted on such change.

D. Abolishment of Positions

1. The Board shall not vote to abolish any teaching assistant position (excluding extra-curricular, coaching and other extra-pay assignments) covered by this Agreement without first notifying the Federation. Within thirty (30) days from the notification, the District shall consult with the Federation, if so requested, about the decision. During this consultation, the reason or reasons for the decision will be stated and the Federation shall have the opportunity promptly to study them and respond. Such consultation shall not constitute

negotiations pursuant to the Taylor Law. Nothing in this paragraph providing for consultation shall in any way limit the Board's right to abolish the position or positions in question. Further, that right shall not be subject to grievance or arbitration hereunder.

2. A teaching assistant whose services are terminated because of abolishment of position or excess in a position will be entitled to initial consideration in the filling of any vacant position for which the teaching assistant is certified.

ARTICLE III – TEACHING ASSISTANT PERSONNEL FILE

A. Each teaching assistant shall have a personnel file located in the Central Office of the District. The file shall contain all written material concerning the teaching assistant's employment, conduct, service, character or personality.

B. Written materials not based on formal classroom observation may be placed in the personnel file after the teaching assistant has been given a copy, but not before the teaching assistant has been given fifteen (15) school days to examine the material. Upon his/her examination, the teaching assistant shall be required to affix his/her signature to the material, which shall indicate only that he/she has examined the material without an inference to be drawn from the fact of his/her signing. At his/her option, at the time of the examination, the teaching assistant may comment in writing concerning the material, which writing shall be affixed to the material. In the event that the teaching assistant does not examine, sign and comment within the said fifteen (15) school days, the material may be placed in the file or folder.

C. Materials received from people other than school district personnel shall be placed in the file within (15) school days of their receipt and a copy thereof shall be provided to the teaching assistant. No statutory disciplinary action may be taken on the basis of written materials that are not author-identified.

D. A teaching assistant shall be entitled to examine his/her personnel file or folder, in the presence of an administrator, and, with, at the option of the teaching assistant, his/her representative, provided that the teaching assistant has presented his/her request to do so to the Superintendent seven (7) school days prior to the date upon which the examination is to take place.

E. The teaching assistant shall be permitted to copy any material he/she is entitled to examine.

F. Material of a confidential nature used for pre-employment purposes may be placed in the teaching assistant's personnel file or folder without following the procedures of this Article and shall not be available to the teaching assistant for inspection, examination, or reproduction.

G. The remedy, should the District not comply with the various fifteen (15) day requirements set forth in this Article, shall not include removal of the written material from the

file on the first such occasion with respect to a particular teaching assistant, unless the District is more than thirty (30) days late on such occasion.

H. Any disciplinary action taken against a tenured teaching assistant shall be based on material in the teaching assistant's personnel file. Except as provided in Section C, such material must have been placed in the teaching assistant's personnel file within a reasonable time after the events upon which disciplinary action is taken and subjected to the procedures of this Article. The provisions of this Article shall not be construed to supersede provisions for the dismissal of tenured teaching assistants as provided by the New York State Education Law.

ARTICLE IV - SCHOOL CALENDAR

A. The calendar for each year of this Agreement shall be established after consultation with the Federation. The calendar shall contain no more than 183 teaching assistant work days including two (2) Superintendent's Conference Days. If during any school year the use of snow days brings the District below the minimum number of school days required by applicable law for one group of unit members but not others, the make up day or days shall nonetheless be a work day or work days for all unit members.

In the event that it becomes necessary because of snow day closures to schedule additional instructional time at the elementary level to meet State student instructional attendance requirements, the spring Superintendent's Conference Day shall be a day of instruction at the elementary level and a Superintendent's Conference Day at the secondary level.

B. The termination of the work year and payment of the final salary check is predicated upon satisfactory completion of the end-of-year check-out procedure as previously constituted. Accordingly, there shall not be direct deposit of the final salary check of the year.

C. The termination dates specified in the calendars do not apply to positions that have previously had a longer school year.

D. It is recognized that notwithstanding the calendars above referred to, members of the unit may be needed in the high school on the last Monday in June to perform functions traditionally accomplished on that day. The principal of the high school may select such personnel in the exercise of his/her discretion, but he/she shall endeavor to keep the number so assigned to a minimum, and shall notify the Federation in advance of the teaching assistants who have been selected.

ARTICLE V - TEACHING ASSISTANT WORK DAY

A. For the purpose of determining the teaching assistant day, the length of the school student day shall be as follows:

6 hours and 50 minutes at the High School 6 hours and 50 minutes at the Middle School 6 hours and 15 minutes at the Elementary Schools In the event a building is placed on "double sessions," the Federation shall be notified of any changes in the daily program resulting therefrom.

B. The teaching assistant work day shall commence fifteen (15) minutes prior to the regular student day and terminate as follows:

1. Teaching assistant meetings are to be set on Monday of each week but can be scheduled on one day each week except Friday, for faculty, grade level or department meetings, to commence ten minutes after the close of the regular school day. The maximum total time for such meetings will be one (1) hour. During the school year, on four (4) separate occasions, meetings will not be held during a week that a federal holiday is celebrated, (e.g. Labor Day, Columbus Day, Martin Luther King Day, Memorial Day.) In the event that a particular meeting is scheduled for a day other than Monday, one week's notice shall be provided. Teaching assistants shall be relieved of student help or other activities if scheduled for the day of the meeting. When such meetings involve only elementary teaching assistants they shall start 15 minutes after student dismissal time and shall terminate no later than one hour after the commencement. All district-wide teaching assistant meetings including secondary meetings shall begin no later than 3:10 p.m. and shall terminate one (1) hour after the commencement. If they have no meeting scheduled, teaching assistants may leave ten (10) minutes after the close of the regular student day.

Nothing contained in this provision shall result in the holding of a meeting during a week when there is back to school night.

Nothing contained in this provision shall result in holding a meeting during weeks when secondary teachers have grading days. This condition shall only be applicable to secondary teaching assistants.

Nothing contained in this provision shall result in holding a meeting during weeks when there are full day parent/teacher conferences. This condition shall only be applicable to elementary teaching assistants.

2. Professional Learning Committees: Subject to the approval of the Superintendent or his designees, PLC planning may occur by semester. Subject to the approval of the Superintendent or his designees, PLC meetings may occur on any day of the week and/or at an offsite location so long as the Superintendent receives summary minutes of the meeting, an agenda prior to the meeting and a sign in sheet of attendees immediately following the meeting or a short time thereafter. Alternate meetings shall not be held during the school day.

3. On Fridays, teaching assistants shall be free to leave ten (10) minutes after the close of the regular student day.

C. Sign-out sheets shall be made available no later than ten (10) minutes after the close of the regular student day.

D. The District will not require any teaching assistant to stay beyond the time periods specified in Section B, 1, 2 and 3. On the other hand, no attempt shall be made to discourage any teaching assistant from voluntarily remaining beyond the periods specified. The commitment shall be adhered to in good faith by both parties.

E. In the elementary schools, grades K-5, the first day of school for students and another day during the month of September shall be half days for students and a full day for teaching assistants. The last three (3) days of school shall be half days for students but full days for teaching assistants.

F. All teaching assistants shall have a thirty (30) minute lunch period and a thirty (30) minute co-planning period.

G. Any teaching assistant who possesses teaching certification and accepts a parttime teaching assignment with the District shall not be assigned to teach in the same section or classroom wherein he or she has been assigned in his/her capacity as a teaching assistant.

ARTICLE VI – COMPENSATION

А.	Regular Salary		
	Level I Certificate	Level II Certificate	Level III Certificate
2012-13	\$25,966	\$27,590	\$29,754
2013-14	\$26,226	\$27,866	\$30,051
2014-15	\$26,448	\$28,145	\$30,352
2015-16	\$26,753	\$28,426	\$30,656

* Unit members must remain on each level for at least one (1) year and cannot advance more than one (1) level per year.

1. Salaries shall be paid bi-weekly. In the event the salary payment date occurs on or during the school holiday, payment shall be made no later than the last school day prior to the holiday.

2. Teaching assistants hired on or after April 19, 2012 who possess a teaching certification set forth in the Regulations of the Commissioner of Education on their date of hire shall be paid at Level II of the salary schedule in their first year of employment as a teaching assistant.

B. Training Days Compensation

Training for instructional programs/initiatives of the District that are performed outside of regular hours of work shall be compensated at \$21.53 per hour for the 2012-13 school year, and shall be increased by 0.50% for each successive year of this contract as follows:

	Hourly Rate
Effective July 1, 2013-14	\$21.64
Effective July 1, 2014-15	\$21.75
Effective July 1, 2015-16	\$21.86

C. Extra and Co-Curricular Salaries

Coaching Salary Schedules effective 2012-13, 2013-14, 2014-15 and 2015-16 are set forth in Appendix "4" of the teachers' contract.

1. <u>Non-Athletic Activities Supervision</u> - Each teaching assistant performing the services described in Appendix "5" of the teachers' contract annexed hereto shall be paid the corresponding compensation designated thereon for said activity.

2. <u>Chaperoning</u>

Evening and after school events including plays, concerts, dances, ring dinner, graduation, competition, etc.:

	Hourly Rate	<u>Maximum Rate</u>
Effective July 1, 2012-13	\$47.69	\$286.20
Effective July 1, 2013-14	\$47.93	\$287.63
Effective July 1, 2014-15	\$48.17	\$289.07
Effective July 1, 2015-16	\$48.41	\$290.52

Overnight field trips and events:

The compensation provided below is only for those days for which the individual would not normally be required to report to work (weekends, school vacations and holidays). No compensation for work days.

	Hourly Rate	Maximum Rate	Overnight Responsibilities
Effective July 1, 2012-13	\$47.69	\$286.20	\$143.08
Effective July 1, 2013-14	\$47.93	\$287.63	\$143.80
Effective July 1, 2014-15	\$48.17	\$289.07	\$144.52
Effective July 1, 2015-16	\$48.41	\$290.52	\$145.24

Field trips beginning during the school day and extending beyond the school day:

There shall be no compensation for the first two (2) hours beyond the school day except in those cases where it is necessary to leave earlier than the end of the school day solely for the purpose of transport time to the competition (e.g.: LI Challenge, Math Fair, Science Olympics, NYSSMA, etc.).

	Hourly Rate	Maximum Rate
Effective July 1, 2012-13 Effective July 1, 2013-14 Effective July 1, 2014-15	\$47.69 \$47.93 \$48.17	\$286.20 \$287.63 \$289.07
Effective July 1, 2015-16	\$48.41	\$290.52

Additionally:

Head chaperones shall be compensated at an hourly rate as follows:

	Hourly Rate
Effective July 1, 2012-13	\$32.20
Effective July 1, 2013-14	\$32.36
Effective July 1, 2014-15	\$32.52
Effective July 1, 2015-16	\$32.68

Club advisors and coaches who receive stipends shall not receive chaperoning fees for activities related to their clubs or teams.

For Ski Club trips, overnight athletic trips (which do not involve league or division games), and overnight music trips (not related to All-State), chaperone fees are to be collected as part of the participation fee for each student. These fees are to be deposited in and will be collected from the building extra-curricular accounts by payroll in order to generate payment for the chaperones.

For transcontinental trips of seven (7) days or more, chaperones may be required to reimburse the district from their compensation to defray the cost of air fare and hotels as follows:

Reimbursement Amount

Effective July 1, 2012-13	\$1,192
Effective July 1, 2013-14	\$1,198
Effective July 1, 2014-15	\$1,204
Effective July 1, 2015-16	\$1,210

4. Athletic Supervision Compensation

Athletic Supervisor shall be compensated as follows:

Compensation Amount

1

Effective July 1, 2012-13	\$41.75
Effective July 1, 2013-14	\$41.96
Effective July 1, 2014-15	\$42.17
Effective July 1, 2015-16	\$42.38

5. Positions that have been changed shall be negotiated during the year of the change and retroactive to the inception of the change. New or reinstituted activities shall not be instituted until the stipend has been negotiated.

6. **Proctoring Compensation**

a.	PSAT-Standard Room
Effective July 1, 2012-13	\$167
Effective July 1, 2013-14	\$168
Effective July 1, 2014-15	\$169
Effective July 1, 2015-16	\$170
b.	PSAT-50% extended time
Effective July 1, 2012-13	\$226
Effective July 1, 2013-14	\$227
Effective July 1, 2014-15	\$228
Effective July 1, 2015-16	\$229
с.	PSAT-100% extended time
Effective July 1, 2012-13	\$274
Effective July 1, 2013-14	\$275
Effective July 1, 2014-15	\$276
Effective July 1, 2015-16	\$277
d.	
u.	PSAT-Supervisor
d. Effective July 1, 2012-13	PSAT-Supervisor \$286
Effective July 1, 2012-13	-
	\$286

e.	SAT-Standard Room
Effective July 1, 2012-13	\$262
Effective July 1, 2013-14	\$263
Effective July 1, 2014-15	\$264
Effective July 1, 2015-16	\$265
f.	SAT-extended time
Effective July 1, 2012-13	\$286
Effective July 1, 2013-14	\$287
Effective July 1, 2014-15	\$288
Effective July 1, 2015-16	\$289
g.	SAT/PSAT Supervisor
Effective July 1, 2012-13	\$3,056
Effective July 1, 2013-14	\$3,071
Effective July 1, 2014-15	\$3,086
Effective July 1, 2015-16	\$3,101

* It is recognized that teachers shall have first priority in being selected to perform the afore-stated extra and co-curricular activities.

ARTICLE VII - INSURANCE PROGRAM

A. <u>Health Insurance</u>

1. For teaching assistants working 17.5 hours or more each week and/or work .5 full-time equivalent ("FTE") as a teaching assistant, the District shall provide the New York State Health Insurance Program ("NYSHIP"). The Board shall pay eighty percent (80%) of the premiums therefore.

2. If the teaching assistant is employed in a .5 FTE or greater teaching position, he/she shall receive the fringe benefits set forth in Article XI of the section of the teachers' contract that is applicable to teacher unit members, in lieu of the benefits set forth in this article.

3. Teaching assistants who have worked at least 17.5 hours each week and/or work .5 FTE as a teaching assistant, with a minimum of twenty (20) years of continuous North Shore School District service and are eligible to retire from the New York State Retirement System, shall be eligible for continued individual or family health insurance into retirement. The District shall contribute 70% of the cost of the individual plan or 50% of the cost of the family plan.

Teaching assistants who have worked at least 17.5 hours each week and/or work .5 FTE as a teaching assistant, with a minimum of fifteen (15) years of continuous North Shore School District service and are eligible to retire from the New York State Retirement System, shall be eligible for continued individual or family health insurance into retirement. The District shall contribute 70% of the cost of the individual plan or 35% of the cost of the family plan.

4. The Assistant Superintendent for Business shall provide (1) communications of carrier concerning rate changes in a timely fashion, (2) make available annually a census of all employees covered by health insurance, and (3) the insurance committee shall be present (but not participate) at all rate change negotiations between the carrier and Assistant Superintendent for Business.

B. Life Insurance

The District shall provide teaching assistants who work at least 17.5 hours per week and/or work .5 FTE as a teaching assistant, with group life insurance in the total amount of \$15,000 for which the District shall pay the full premium.

C. <u>Disability Insurance</u>

The long term disability insurance plan in effect on June 30, 1978 and as modified to provide coverage for physical conditions pre-existing the inception of coverage and disability due to or related to pregnancy, maternity, miscarriage or abortion shall be provided for teaching assistants who work at least 17.5 hours each week and/or work .5 FTE as a teaching assistant and the monthly limit on benefit payments shall be two-thirds (2/3) of an individual teaching assistant's gross monthly salary. The Board shall pay the premium therefore.

D. <u>Dental Health Insurance</u>

Teaching assistants who work at least 17.5 hours per week and/or work .5 FTE as a teaching assistant shall be eligible for dental insurance. The District shall pay an amount of money per participant necessary to provide dental insurance coverage that is the same or equivalent to that provided the North Shore teachers. This may be accomplished through the teaching assistants' participation in the teacher's plan.

E. <u>"Flex 125 Plan"</u>

A comprehensive "Flex 125" Plan, based on parameters determined in consultation with the Federation shall be made available to all teaching assistants.

ARTICLE VIII – EVENING MEETINGS

Teaching Assistants are required to attend back to school night.

ARTICLE IX - FEDERATION RIGHTS

In order to carry out its responsibilities under its recognition as the exclusive representative of the teaching assistants of the District, the Federation shall have the right to:

A. 1. Hold building Federation meetings in school buildings at times other than the regular pupil day, but not later than fifteen (15) minutes prior to the start of classes or earlier than fifteen (15) minutes after the end of classes. This shall not imply that teaching assistants scheduled activities (i.e., extra help) shall be released early to attend such meetings.

2. Hold district Federation meetings in school buildings, but not earlier than fifteen (15) minutes after the close of classes in the building where the meeting shall take place. This shall not imply that teaching assistants in buildings with later closing times shall be released early to attend such meetings.

B. Meetings of the Federation held in school buildings must be scheduled through the principal's office to avoid room assignment conflicts.

C. Use bulletin boards and the District email system for its announcements, the space and location to be determined in consultation with the appropriate building principal.

D. Use teaching assistant mail boxes for distribution of materials.

E. Use duplicating and other office machinery provided that the use does not interfere with the business of the District. The cost of materials used will be borne by the Federation.

F. The Board agrees to meet twice during each year of this contract with a committee, not to exceed seven (7) members, designated by the Federation, which meetings shall be called at the request of the Federation. These meetings shall not be for the purpose of negotiations, but are rather for the mutual benefit of all concerned. It is understood that administrators may be present and participate at these sessions on behalf of the District. A written agenda shall be submitted by both parties to each other at least one (1) week in advance of the meeting. Discussion shall be limited to agenda topics.

G. The Federation building representative shall be able to meet, upon request, with the building principal at a reasonable time to discuss matters relating to terms and conditions of employment of the teaching assistants of the building. The representative may, if he or she chooses, at the discretion of the principal, be accompanied by other teaching assistants

H. Three members of the Federation who have been designated as delegates to the convention of the state organization with which the Federation is affiliated shall be granted up to three (3) days of release time without loss of salary to attend such convention.

I. The President of the Federation shall be released from one teaching period per day if the office is held by a secondary teacher. In addition, effective July 1, 2008, the President

of the Federation, at the discretion of the Superintendent of Schools, may be granted additional release time in the amount of one (1) additional class period. The decision of the Superintendent shall not be subject to the grievance procedure set forth in Article X of this Agreement and shall not otherwise be arbitrable.

The Federation's chief negotiator shall be released from one teaching period in the spring semester in which negotiations are conducted if the office is held by a secondary teacher. If, during the life of this Agreement, one of these two positions is held by an elementary teacher, the parties agree to negotiate whether and/or to what extent released time shall be provided.

ARTICLE X - GRIEVANCE PROCEDURE

A. This grievance procedure is to provide for a prompt and systematic settlement of employee grievances free from coercion, interference, restraint, discrimination or reprisal. Nothing in this grievance procedure shall preclude an employee from presenting grievances to the Board or its representatives or to have such grievance adjusted without intervention of the Federation, as long as the adjustment is not inconsistent with the terms of the contract and, provided further that, when the grievance involves interpretation and application of the Agreement, the Federation has been given the opportunity to be present at such adjustment.

Nothing contained herein shall be construed to deny to any employee his/her rights under the State Education Law or any applicable State Law or regulation.

B. <u>Definitions</u>

1. The term "employee" as used in this procedure shall mean an individual teacher or group of teachers having the same grievance.

2. Established policies or practices governing or affecting employees are subject to review by this grievance procedure when considered unfair or inequitable by the "employee" defined.

3. The term "grievance" shall mean that in an employee's opinion, there has been a violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulation, administrative orders, work rules, or the provisions of this Agreement. The term "grievance" shall also mean that in an employee's opinion, he/she has been treated unfairly or inequitably as determined by established policy or practice governing or affecting employees.

C. <u>Initiation</u>

1. A grievance shall be deemed waived unless raised in writing within thirty (30) school days after the aggrieved party knew or should have known of the act or condition giving rise to the grievance.

2. The grievance shall be filed at the level where the act or condition giving rise to the grievance first occurred. However, if the grievance is based upon an act or omission of the Board concerning a term or provision of this Agreement, then such grievance may be initiated at the Superintendent's level.

3. The grievance shall be filed in writing.

D. <u>Levels</u>

1. Level 1 - Principal's Level

(a) Upon receipt of a grievance, the building principal shall meet promptly with the grievant.

(b) The principal will render a decision promptly.

(c) Steps (a) and (b) above shall be accomplished in not more than five (5) school days from the receipt of the grievance.

(d) If the grievant is dissatisfied with the principal's determination or if no determination is given to the grievant within the time mentioned above, the grievant shall have ten (10) school days to appeal in writing to the Superintendent's level. In such event, the grievant shall notify the building principal, in writing, of the appeal.

2. Level 2 - Superintendent's Level

(a) Upon receipt of a grievance either by way of appeal from the principal's level or against the Superintendent, the Superintendent shall hold a hearing within five (5) school days thereafter.

(b) The Superintendent will render a decision in writing not more than ten (10) school days after the conclusion of the hearing.

(c) If the grievant is dissatisfied with the Superintendent's determination or if no determination is given the grievant within the time mentioned above, the grievant may appeal, in writing, within ten (10) school days to the next level, and the Superintendent shall be informed of the appeal of the grievant, in writing.

3. Level 3 - Board Level

Upon a grievance being appealed from Level 2 to the Board level, the Board shall convene and hear the grievance within thirty (30) days of the filing of the grievance with the Board. The Board's decision shall be rendered in writing within thirty (30) days after the completion of the hearing.

4. Alternate Level 3 - Arbitration Level

Where the grievance is concerned with an interpretation or claimed violation of any of the terms and provisions of this Agreement or if the grievance arose out of an act or omission of the Board concerning a term or provision of this Agreement, the grievant shall have the option, through the Federation, of submitting the grievance to arbitration at Level 3. The arbitrator shall be selected by the parties in accordance with the rules of the American Arbitration Association and the decision of the arbitrator shall be arrived at in accordance with the rules of said Association.

The cost of arbitration expenses and fees shall be borne by the Board and

the grievant.

The right to submit disputes hereunder to arbitration is limited to the Federation and the Board. The decision of the arbitrator shall be advisory. Each party will notify the other, in writing within thirty (30) days after the delivery of the arbitration award whether that party accepts the award.

E. <u>Representation</u>

1. The grievant shall have the right to be represented at every stage of the grievance machinery by anyone of his/her choice or to have no representative except that no grievant may be represented by an employee organization other than the Federation.

2. If the Federation is not representing the grievant and the grievance involves the interpretation or application of the contract, the Federation shall have the right to be present at all stages.

F. <u>Time Limits</u>

All time limits included in this Article shall be strictly construed and may only be extended by mutual consent in writing.

ARTICLE XI - LEAVES OF ABSENCE

A. <u>Sick Leave or Personal Illness</u>

1. At the commencement of each year of active, full-time service to the District, each full-time teaching assistant shall be credited with ten sick leave days at full salary for personal sickness or physical disability, which may be accumulated, if not used, to a maximum of 150 days.

2. In cases of extended illness (one month or more) the Board may, at its discretion, continue to make full salary payments until the teaching assistant becomes eligible for the benefits of the disability insurance as set forth under Article VII (C) of this Agreement. Employee eligibility for credit of up to thirty days sick time shall be limited to employees who

have a bona fide disability and consequently are unable to perform the essential functions of their position with or without reasonable accommodations as of the 37th day of continuous absence, and who provide a note from the treating licensed practitioner in the medical area related to the disability, or a physician, which states that their disability makes it impossible for them to perform the essential functions of their job with or without reasonable accommodations.

3. In the event of absence for more than five (5) continuous days, the teaching assistant shall provide a physician's written verification that the absence was required by the illness or injury.

4. Teaching assistants who are disabled by reason of any extended illness shall be provided with the District's health insurance coverage for the first twelve months of such illness. The Board shall pay 80% of the premium therefore.

5. Any physical disability related or incidental to pregnancy shall be governed by the provisions of this Section.

B. <u>Personal Business Leave</u>

1. For absences due to personal business, two (2) days leave without loss of pay shall be allowed annually. No more than 5% of teaching assistants may be absent at one time.

2. The request for personal business leave shall be filed with the principal by the teaching assistant one week in advance of the anticipated absence, except in emergency situations. No reason, other than "personal business" need be given for the absence, except for days taken before or after school holidays.

3. When personal leave is requested within the first or last five days of any semester, it shall be subject to the approval of the Superintendent.

C. <u>Emergency Leave</u>

1. Maximum of five (5) days with pay shall be granted for each death in the teaching assistant's immediate family or of the teaching assistant's domestic partner. Extensions for reasonable cause shall be granted with pay at the discretion of the Superintendent. If the Superintendent feels that reasons do not warrant extensions with pay, he/she may, at his/her discretion, grant such leaves without pay. Requests for extensions shall be in writing either mailed or delivered through facsimile transmission. The Board may require confirmation of the underlying reasons for such leave.

2. A maximum of five (5) days with pay shall be granted each year for serious illness in the teaching assistant's immediate family or of the teaching assistant's domestic partner. Extensions for reasonable cause may be granted with pay at the discretion of the Superintendent. If the Superintendent feels that reasons do not warrant extensions with pay, he/she may, at his/her discretion, grant such leaves without pay. Requests for extensions shall be

in writing either mailed or delivered through facsimile transmission or through the District email system. The Board may require confirmation of the underlying reasons for such leave.

D. <u>Absences for Conferences and Visitations</u>

Each teaching assistant shall, subject to approval of the Superintendent, be permitted a reasonable number of absences each year without loss of pay to attend professional conferences or make professional visitations.

E. <u>Approved Absences</u>

Absence shall be approved with no loss of pay for the following purposes:

1. Jury duty. Jury service fee received by the teaching assistant shall be reimbursed to the Board.

2. Court appearance or other official proceedings where the teaching assistant is a witness or a party or where the teacher is served with a subpoena or court order to appear.

3. In either of the foregoing instances, the teaching assistant shall notify his/her building principal and present his/her jury notice, subpoena or court order to the building principal as soon as reasonably possible after the receipt thereof and the teaching assistant shall give due notice to the termination of his/her service or appearance to the building principal.

F. <u>Delimitations of the Article</u>

Time shall not accrue for purposes of tenure for probationary teaching assistants while on extended illness (or sick leave in excess of thirty (30) consecutive days.

ARTICLE XII - BOARD MEETINGS

The Board of Education shall be given the names of those persons other than the Federation President who are authorized to speak at any public meetings convened by the Board in the name of the Federation. If anyone other than those named is to be authorized to speak at a public meeting in the name of the Federation, the Superintendent shall be notified of the name of the person so empowered twenty-four (24) hours prior to the Board meeting by the President of the Federation.

The Board shall furnish to the Federation an agenda of each public Board meeting as soon as possible in advance of said meeting and shall furnish any additions and amendments to the agenda as soon as possible. A copy of the minutes of each meeting, together with any attachments, shall be furnished to the Federation no later than one (1) week after the next public meeting.

ARTICLE XIII - BOARD POLICY AND RIGHTS

A. The Board shall make every effort to continue prior benefits where feasible.

B. Except as limited by the provisions of this Agreement, the Board, together with the District Superintendent, has in all respects retained its right to manage and control all the affairs of the District, including but not limited to the right to hire, to withhold or grant tenure to probationary teaching assistants, to determine the nature and scope of the budget, to establish and implement educational policies, to develop and apply methods and procedures for the administration of the District, to select the administrative staff to apply such methods and procedures, and in its discretion to adopt and enforce such rules and regulations and policies as it may deem necessary in order to perform all duties and functions entrusted to it under the law.

ARTICLE XIV - MISCELLANEOUS

A. Copies of this Agreement shall be reproduced at the expense of the Board and a copy shall be distributed to each teaching assistant now employed or employed by the Board during the terms of this Agreement.

B. This Agreement cannot be changed, altered or modified, except in writing, signed by both parties, which writing shall be considered as an addendum to this Agreement.

C. There shall be a joint Administration-Federation Committee to study matters related to academic freedom. This committee may report to the Board from time to time and make recommendations. It is recognized that ultimate determinations in this area rest with the Board in the exercise of its discretion and this section shall not be deemed to preclude the Board from instituting action or otherwise acting independently in this area.

D. Work on curriculum committees and other district-wide committees shall remain voluntary in accordance with past practice. Both parties to this Agreement shall encourage teaching assistants to serve on such committees.

E. The Superintendent may direct any teaching assistant to submit a medical examination in order to determine his/her physical or mental capacity to perform his/her duties if a question as to the validity of the test results would be created by a delay of more than twenty-four (24) hours between the time of the directive and the time the test(s) are given.

F. A teaching assistant shall use his/her best efforts to notify the District by January 15^{th} of his/her intention to retire at the end of that same school year; and if he/she has not notified the District by January 15^{th} , then he/she shall use his/her best efforts to notify the District by March 1^{st} .

ARTICLE XV - ILLEGALITY

In the event any part, provision or term of this Agreement shall be determined or found to be contrary to law, then such provision shall not be applicable nor shall the term thereof be performed or enforced except to the extent permitted by law. However, all other terms and provisions of this Agreement shall continue in force and effect.

ARTICLE XVI - DURATION AND TERMS OF AGREEMENT

A. This Agreement shall be effective July 1, 2012 through June 30, 2016.

B. On or before January 15, 2016, either party, upon written notification to the other, may require negotiations for a succeeding agreement. After notice is served pursuant to paragraph 2 of this Article, the Federation shall specify all its proposals (both budgetary and non-budgetary items) in writing and shall supply them to the Board on or before February 15, 2016. The Board shall specify all its proposals (both budgetary and non-budgetary items) on or before February 15, 2016.

C. The Federation's right to representation shall be governed by Article I and shall not be affected by this Article.

D. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

E. It is understood that where there may be a difference between this contract and the Board of Education by-laws and administrative rules and procedures of the District, the terms of this Agreement shall supersede such by-laws and administrative rules and procedures. The Federation shall be notified of any and all changes in such by-laws and administrative rules and procedures.

F. In the event that the New York State Legislature enacts into law a statute establishing "caps" on school budgets, or on tax levies for school districts, or in any way imposes a statutory limit on any increases in the annual budgets or tax levies of school districts, and in the further event that such legislation becomes law, then either party may thereupon demand the initiation of re-opener negotiations respecting salary, health insurance and class size provisions contained in this agreement.

G. In the event that the New York State Legislature enacts into law a statute modifying "property tax levy caps" impacting school district budgets, then either party may thereupon demand the initiation of reopener negotiations.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

Dated: _____, 2013

NORTH SHORE CENTRAL SCHOOL DISTRICT

NORTH SHORE SCHOOLS FEDERATED EMPLOYEES

By:_

By:

Carolyn Mazzu Genovesi President, Board of Education North Shore Central School District Bruce Fichtman, President