

**North Babylon Union Free School District**

***Agreement***

***between the***

***North Babylon Board of Education***

***and the***

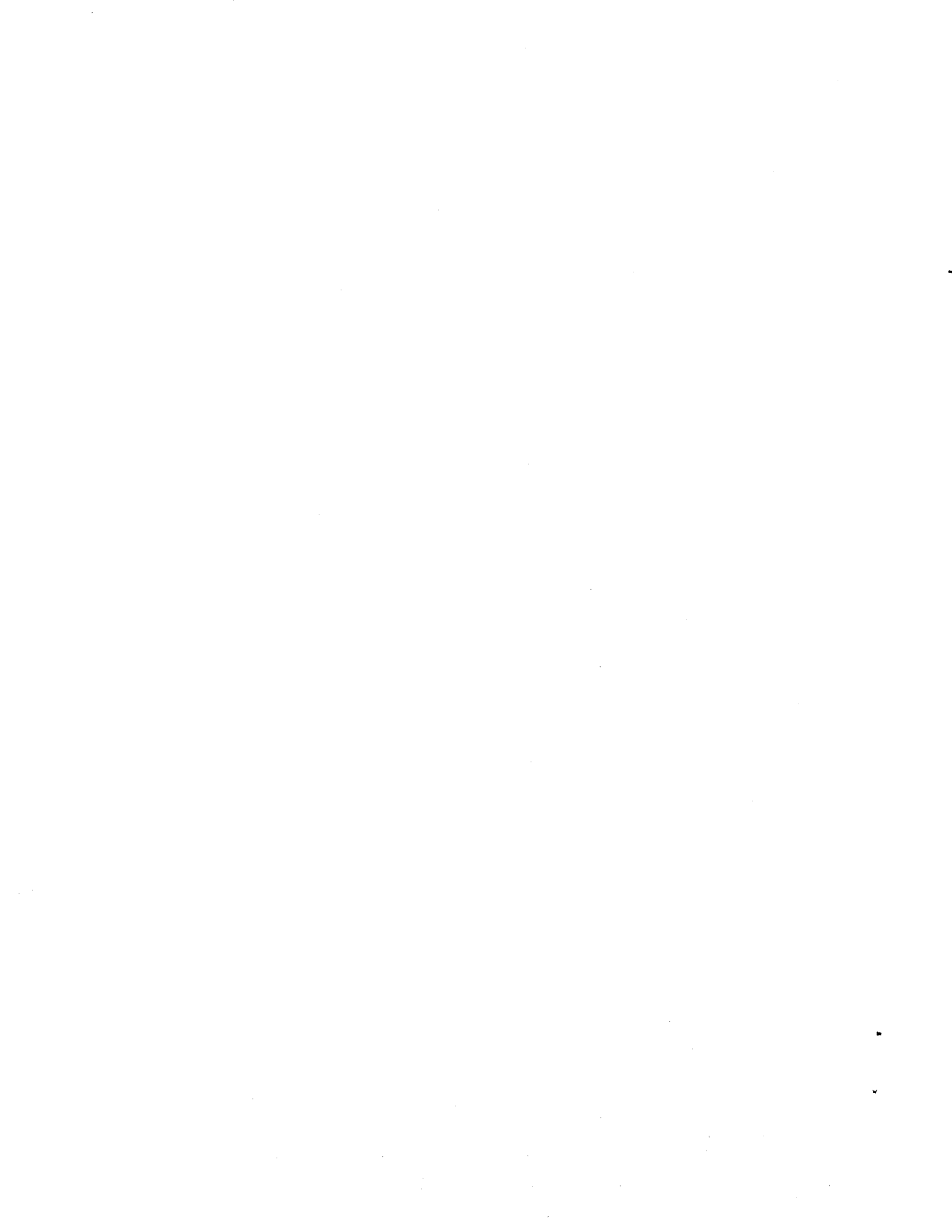
***North Babylon Teachers' Organization***

**July 1, 2020 – June 30, 2024**

APPROVED

MAR 23 2023

North Babylon UFSD  
Board of Education



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AGREEMENT made this day \_\_\_\_ of January 2023, by and between the BOARD OF EDUCATION OF NORTH BABYLON UNION FREE SCHOOL DISTRICT, North Babylon, New York, (hereinafter referred to as the "Board") and the NORTH BABYLON TEACHERS' ORGANIZATION (hereinafter referred to as the "Organization").

## ARTICLE I - RECOGNITION AND DUES DEDUCTION

A. Recognition: The Board hereby recognizes the Organization as the exclusive representative of the teaching personnel; as such term is hereinafter defined, for collective negotiations and the administration of grievances. Said recognition shall continue for the maximum period permissible under Article 14 of the Civil Service Law and may therefore extend beyond the expiration of this agreement. The term "teaching personnel" shall include classroom teachers, speech therapists, reading teachers, guidance counselors, music, art and physical education teachers, nurse teachers, coaches, librarians, special education teachers, club moderators, attendance teachers, social workers, regular substitute teachers, and part-time teachers. The term "teaching personnel" shall not include administrators, directors, assistant directors, coordinators, chairmen and psychologists.

B. Dues Check Off: During the time the Organization is recognized as the representative for the professional teaching personnel, as herein defined, the Board shall deduct from the salaries of its employees dues for the Organization upon presentation to the Board of individual written authorizations, which authorizations shall be irrevocable until the following June 30th, and which shall be automatically renewable for another year unless written notice revoking said authorization is given to the Board by the individual employee between June 1st and June 30th. The deductions shall be made in equal installments starting on a date determined by the NBTO, notice of which will be given to the Business Office, and continuing in successive pay periods. The total amount to be deducted must be evenly divisible. Notice of deductions must be given to the Business Office, no later than August 15th of the year in which the deductions are to be made. However, any newly hired teacher may submit a dues deduction authorization within one month of being employed. Dues deductions will take place starting with the next possible pay period and continue in successive pay periods. The dues deduction authorization form shall be prepared and distributed by the Organization, a copy thereof is annexed hereto as Appendix H, and shall contain a clause that the employee waives all rights and claims for the monies deducted and transmitted and relieves the Board or any of its officers from any liability therefore. The Board shall transmit the monies so collected within 10 school days of the installment dates to an officer and at a place designed by the Organization in writing. Any authorizations presently on file with the Board shall be revoked upon the presentation to the Board of the dues deduction forms properly executed by the employee, and the most recent form shall be deemed the authorization of the employee.

Except for negligence or carelessness of the Board or its Administration, the Board shall not be liable to the Organization for the deduction, collection and transmittal to the Organization of accelerated installments of dues upon the employees leaving the employ of the Board.

C. Agency Fee: The Board shall deduct an Agency Fee from the salaries of its employees who are not members of the NBTO upon presentation by the Organization of a list of such non-members at a time and according to a procedure to be agreed upon by the Organization and the Board of Education. The Board agrees to this Agency Fee deduction provision as authorized by law, provided the following conditions are included:

1. That the Board shall act only as a collection and disbursing agency as permitted under the Taylor Act, Education Law and other relevant statutes and case law.
2. That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to the North Babylon Teachers' Organization as provided by law and this agreement.
3. The North Babylon Teachers' Organization shall adopt a rebate procedure which shall be filed in the Office of the Superintendent and with the Attorney for the Board of Education. The Board presently leaves to prevailing authority the adequacy of this procedure.
4. That as long as the Board complies with the law and this Agreement, the North Babylon Teachers' Organization agrees to indemnify the Board with respect to all demands, claims, awards, or judgments assessed against the Board and/or its agents by reason of any claim made with respect to fees or funds collected under the provision, excepting legal fees and/or court costs and disbursements incurred by the Board in defense of said claims and/or actions and/or proceedings.
5. That any grievance with respect to this agency shop fee deduction provision shall be excluded from the contractual grievance procedure. A grievant shall look only to the North Babylon Teachers' Organization for relief.

D. VOTE-COPE/NYSUT Benefit Trust: The District shall provide for procedures for payroll deduction for those who choose to contribute (See Appendix H-1). All Agency Fee projections as indicated in "C" above also shall apply to the provisions of VOTE/COPE deductions.

## ARTICLE II - CENTRAL ADVISORY COMMITTEE

The Board of Education realizes the importance and the value of the participation of teachers in an advisory capacity in matters which directly affect them in the schools to which they have been assigned. Therefore, teachers should participate with the principals, chairpersons, and coordinators with whom they work in making recommendations and giving advice about curricula matters which affect them mutually such as the selection of textbooks and supplementary teaching publications as well as other educational teaching materials, curricular revisions and modifications in local building programs, and assessment procedures including standardized and alternative forms of assessment. This may be done through any of several arrangements which are mutually agreed upon by the individuals involved including ad hoc study committees and by submitting these local building matters and issues to the site-based advisory teams which currently are located in each school.

Understanding that the Board of Education may adopt changes to the curriculum which will affect all the schools under its jurisdiction, the Board recognizes the importance of having the participation of teachers in such matters. For that reason, the Board of Education recognizes the necessity of maintaining a Central Advisory Committee to give advice and make recommendations to the Superintendent of Schools about District-wide changes in the curriculum, at the elementary and/or secondary level.

The Central Advisory Committee shall be composed of one member of the Organization from each school and an equal number of school administrators, directors, coordinators, or chairpersons.

Except in an emergency, the particulars of which shall be given in writing to each member of the committee the following procedure shall be followed:

Prior to the establishment, enactment, institution or passage of any (i.e. elementary and/or secondary) Board policy or by-law, which is not covered by any term or provision of this agreement, that involves the modification of the existing curricula, textbooks and supplementary teaching publications, as well as other educational teaching materials, the creation of experimental or pilot programs, the testing program, and matters related to student discipline, all proposals thereon shall be submitted to the CAC for study, discussion, deliberation, evaluation, and recommendation. When questions or programs involving Federal funding arise where submission to the CAC is not possible, such proposals shall be submitted to the NBTO for review and comment.

Either party may recommend other subjects for discussion by the Central Advisory Committee. The Central Advisory Committee may appoint study groups or committees from within or without the Central Advisory Committee to assist it in its consideration of each subject and obtain information concerning the subject as it may deem necessary.

The aforementioned procedures are in keeping with the advisory nature of the committee. The NBTO affirms the right and responsibility of the Superintendent and the Board of Education to establish programs/curricula.

A calendar of meetings to be held on a monthly basis each month that school is in session will be established by mutual agreement of the committee's chairpersons during the first two weeks of the school year. These meetings will be held after school hours, with additional meetings convening by mutual consent of the Chairperson of the teachers' representatives and Chairperson of the administrators' representatives. It is understood by the parties that when approved by the Superintendent of Schools, meetings of the C.A.C. or its subcommittees may be held during normal school hours. Meetings may be cancelled by the mutual consent of the committee's co-chairpersons.

The Board shall furnish reasonable facilities to the Central Advisory Committee to perform its business as same are available within the District and shall assume any costs or expenses of the Central Advisory Committee in the performance of its functions, as such sums may be recommended by the Superintendent of Schools.

The Central Advisory Committee shall submit within a reasonable time to the Superintendent of Schools and the Organization its recommendation on each proposal, together with its reasons and basis therefore. In the event that there is a disagreement within the Central Advisory Committee on the recommendation, the contrary or different recommendation, including the reasons and bases therefore shall likewise be submitted to the Superintendent of Schools and the Organization.

The Superintendent of Schools, as soon as practicable, shall act upon the Central Advisory Committee's recommendation, by recommending it to the Board where required. In the event that the Superintendent of Schools disagrees with a recommendation of the Central Advisory Committee the Superintendent shall advise the CAC, in writing, with a copy to the Organization and give the reasons therefore. Furthermore, the Superintendent of Schools shall submit to the

Board of Education those recommendations from the Central Advisory Committee with which he disagrees, and his reasons therefore, together with any reports and pertinent data from the Central Advisory Committee.

At the request of the Central Advisory Committee, or the Organization, a hearing on the rejected committee recommendation may be granted by the Superintendent at his/her discretion.

The parties agree that the Central Advisory Committee may establish such procedural rules as shall be consistent with this contract. The parties also agree that the rules must be consistent with the open sharing of opinion and information. To that end, the rules must be codified and published; and, they must be approved by the Board of Education. The rules shall specifically provide for open (not secret) ballot.

### **ARTICLE III - REPORT CARD, TEST AND EXAMINATION MARKS**

The Board of Education has the final review and responsibility for the grading of students and the reporting of those grades to parents.

It is the obligation of teachers to report fully to parents regarding the progress of all children, particularly at the end of each report card period. Elementary teachers are encouraged to report positive as well as negative behavior and progress in their report cards.

Every effort will be made to provide report cards to secondary teachers at least three school days from the end of a marking period before computerized report card forms must be submitted.

In the event that a teacher's mark, which requires professional judgment, is to be changed, the following procedures will be followed:

1. The supervisor shall review the proposed changes with the teacher with a full discussion of all reasons.
2. If agreement is reached between the teacher and the supervisor concerning the change, the teacher shall make the change.
3. If a disagreement exists after such consultation, and the supervisor above referred to is not the building principal, further consultation with the teacher and supervisor shall be had with the building principal. If disagreement continues, the building principal maintains the right to make the change. The teacher may file a grievance on the issue.
4. In the event that the teacher is not available for discussion with the supervisor, prior to the date that the change of mark must be made, the change may be made by the supervisor and the teacher notified. When the teacher becomes available, the teacher may request the reasons for the change from the supervisor and if the teacher wishes, the reason shall be in writing.

The Board of Education agrees not to establish minimum or maximum limitations on the number of students who pass or fail. This is not intended to preclude the principal's duty to supervise marking procedures of teachers, distribution of their marks and to require the maintenance



of adequate records to substantiate the marks given to students.

The Central Advisory Committee in collaboration with the Secondary Report Card Committee shall annually review the weighting of the New York Regents exam relative to the overall grade point average of students.

#### **ARTICLE IV - STUDENT PROGRESS REPORT**

Teachers shall send progress reports between marking periods to parents of children whose school work is, in the judgment of the teachers, unsatisfactory or whose work has significantly dropped in quality. The parties recommend that positive progress reports be prepared and sent for those students who are deserving of such reports. No progress reports may be submitted after the first 22 school days of a marking period or sent home after the first 27 days. After this time, no written progress reports will be sent, but parents shall be contacted directly by phone or other means to report a student's progress.

Progress reports shall be made on the forms provided. Computerized progress reports will be sent home for all students in grades 6-12. (See Appendix K 1, K 2) Every effort will be made to provide secondary teachers with computerized progress reports at least two school days before the required day of submission. Each year the comment list for computerized progress reports will be reviewed by a subcommittee of the C.A.C. for possible revision.

Elementary teachers shall use the forms shown in Appendix J. In the event that the teacher reports a pupil's progress in a manner other than the utilization of the computerized form or the form as exemplified in Appendix J, the teacher may do so provided that a record of the rendition of said report shall be entered on the Parent Conference record in the pupil's file.

#### **ARTICLE V - CURRICULUM CHANGES**

Teachers shall be advised of curriculum changes in advance. Notice thereof shall be given along with curriculum materials in advance of such changes. In the event of a mandated curriculum change by the State Department of Education or an approved change by the Board of Education, every effort will be made to offer an in-service course by the district in connection with such change, the cost of which shall be borne by the District. The Board and the Organization expect all teachers affected by the change to participate in said in-service courses offered by the Board within a period of two (2) years. An equivalent course approved by the district may be substituted by the teacher. In-service credit will be awarded to all teachers who successfully complete the course with no more than 2 excused absences for a 30 hr. course and no more than 1 excused absence for a 15 hr. course, according to the following schedule:

30 hour course -- 2 points

15 hour course -- 1 point

## **ARTICLE VI - PURCHASE OR RENTAL OF PROFESSIONAL MATERIALS**

The Board shall provide funds for the purchase or rental of books and/or educational material, and/or teacher training material for each school building on the basis of \$200.00 per school plus \$2.00 per professional person assigned to said school.

The Building Advisory Committee may recommend material for acquisition to the building principal who shall consider such recommendations. The building principal shall consult with the Building Advisory Committee on all selections of such material. All recommendations and selections of material to be requested shall be made by November 1.

Central Administration will make the final approval of all requests for such material from the building principal.

A list of all professional books within the District and their location shall be supplied by the Central Administration to each Building Advisory Committee.

If future circumstances require the reordering of these items, then the BAC shall be given the opportunity to review and recommend other supplies.

## **ARTICLE VII - SPECIAL INSTRUCTIONAL SUPPLIES**

If the allocation is changed or items are unavailable requiring the deleting or reordering of those special instructional supplies requested by individual teachers, the individual teacher shall then be given the opportunity to resubmit new requests whenever possible.

## **ARTICLE VIII - SCHOOL CALENDAR**

The Board of Education encourages the advice and suggestions of the teachers of in arriving at the yearly school calendar and, therefore, a meeting will be held with representatives of the Organization and the Superintendent of Schools and/or his designee to review the suggested calendar for the ensuing school year and to solicit the advice and suggestions of the Organization to assist the Board in its decision. The calendar for the school year 2020-2021, 2021-2022, 2022-2023 and 2023-2024 shall be approved by the Board, published and distributed to staff by May 1.

The total number of teacher work days for the school year shall conform to the student days set forth on the school calendar referred to above with the exception of days which may be designated as a Superintendent's Conference Day in accordance with the Commissioner's Regulations.

In no event shall the number of teacher work days exceed 185. However, this shall not prevent the employment of a teacher for extra-curricular activities as hereinafter provided or those members of the teaching personnel who work in excess of 185 days and who receive additional compensation therefore. All emergency days scheduled during the calendar year which are not utilized will be provided as additional vacation days for each emergency day not used. The exact date(s) of additional vacation day(s) will be established by mutual agreement between the NBTO and the Superintendent of Schools. In the event of a delayed opening, the delay shall be applicable to the

bargaining unit members as well as the students (e.g., If a one hour delay for students, teachers would report one hour later than their sign in).

On the last day of school the student day will be one hour in duration. Prior to the last day of school, elementary students will attend two (2) ½ days of school.

On the last day of school, at both elementary and secondary levels, teachers will be permitted to begin final sign-out procedures three hours prior to the usual teacher departure time for their particular school, provided they have fulfilled all of their end-of-year obligations as established by the building principal.

### ARTICLE IX - PARENT CONFERENCES

The District and the Organization agree that it is in the best interest of the students, teachers, parents and district as a whole to encourage communication between parents and teachers with respect to the needs of all students. A variety of modes are encouraged and utilized, including regular progress reports, report cards, parent review of student assignments and regular announcements to parents inviting them to contact staff with questions. In addition, there are contacts initiated by teachers and other professional staff who invite parent discussion when particular concerns arise with respect to individual students.

These are just a few of the many formal contacts which are employed besides the many informal contacts which often arise incident to such events as district athletics, drama, PTA and other organized activities.

For the most part, contacts and communication as referred to above are staff initiated and serve an immediate and/or ongoing need recognized by the professional for communication with the parent.

In order to encourage contacts between parents and the professional staff, there are additional mechanisms and procedures which are utilized by the district and the staff:

Elementary Level - Two half days per school year are set aside for staff and/or parent initiated conferences. These 1/2 days will be scheduled for the fall of each year. Kindergarten and Special Education teachers will have two 1/2 day conferences scheduled at the end of the second marking period. Effective with the 1992-93 school year, one additional half day will be set aside for staff and/or parent initiated conferences at the sixth grade level.

One evening meeting (approximately three (3) hours) per school year is set aside for conferences. These conferences are for parents who may not be able to attend a conference during the day or during the 1/2 day conference. This evening meeting is scheduled for the fall.

Teachers, who teach on more than one level (secondary/elementary) or in more than one school building, will not be required to spend any more time for parent conferences and Meet the Teacher Nights than the non-traveling teacher.

On the elementary level, teachers will be required to attend the evening parent conferences

only if they have scheduled meetings with parents. All parents need not be scheduled for parent conferences; however, parental participation will be encouraged.

Details of elementary parent conference procedures will be established by a joint District-NBTO Committee set up for this purpose.

Secondary Level - In addition to the parent conferences which may be held on Meet the Teacher Night, an additional parent conference day will be scheduled during the second or third marking period. The hours will be from 2 p.m. until 6 p.m. All secondary staff will be available in their individual buildings to meet with parents for conferences during this time period. Students will be dismissed one hour early on the day of these conferences.

Any recommendations for adjustment in the parent conference procedures or policy will be submitted to the Organization and the Board for their consideration and implementation.

Kindergarten/Elementary Special Education - During the elementary fall conferences, all elementary children will be released after 2 1/2 hours of school. The kindergarten and special education teachers may utilize one of these afternoons after consultation with the building principal, to work on curriculum, have parent conferences or work on other school-related activities. They will be given the opportunity to provide input into the selection of a workshop or conference that may be held on the other day. Parent conferences voluntarily held during the first marking period are not to take the place of conferences required during the second marking period.

#### ARTICLE X - TEACHER WORK DAY

The student hours, including lunch, during the period of this contract shall be as follows:

Elementary Schools	--	6 hrs. 20 min.
Middle School	--	6 hrs. 25 min.
High School	--	6 hrs. 35 min.

However, the Board maintains the right under exceptional circumstances to extend the aforesaid not to exceed:

Elementary Schools	--	6 hrs. 30 min
Middle School	--	6 hrs. 40 min.
High School	--	6 3/4 hrs.

When needed, a certain number of teachers, as determined by the building principal, will be permitted to arrive either before or after the normal teacher starting time and to leave an equivalent amount of time before or after the normal teacher dismissal time to assist in the supervision of students. Those members of the professional staff not assigned to homeroom may be used for this duty. Before any teacher is assigned to this schedule, volunteers should be sought from staff.

On the elementary level, the length of the teacher day shall not exceed 6 hrs. 50 mins. On the secondary level, the length of the teacher day shall be an additional 45 minutes beyond the regular secondary student hours, to be apportioned by the Building Principal

For the purpose of determining the length of each work day, teachers who are assigned to teach in more than one building shall be regarded as members of that building in which they spend the greatest part of their teaching time. These teachers should not be assigned any duties which would lengthen their work day.

During the term of this agreement, the district may implement a schedule including nine periods per day on the secondary level. The nine periods would include the lunch period but exclude the homeroom and extra help periods. Although it may be necessary to adjust the length of the student day to accommodate the additional period, it is understood that the teacher day is not to exceed 6 hrs. 59 minutes on the junior high/middle school level and 7 hrs. 20 minutes on the high school level.

During the additional scheduled period, teachers will not be assigned a duty as defined per Article XI, Section A of this agreement. Whenever possible, a principal will attempt to avoid asking a teacher to perform substitute duty during this additional period.

Notwithstanding Article X.12, the professional period will be used for four days per week of extra-help with the exception of meetings scheduled by administrators, professional development, and/or parent conferences. One day per month may be used for clubs which previously called for no homeroom.

In addition to the above, the following have been agreed to:

1. The second Tuesday of each month shall be reserved by each member of the faculty for the purpose of attending a building faculty meeting. A limitation of 1 1/2 hours will be placed on the length of time teachers may be required to attend such meetings. Such meetings may be held prior to the opening of school or at the end of the student day and the student clearance of the building area. A copy of the agenda for said meeting shall be made available to all teachers of the building 24 hours in advance of the scheduled faculty meeting. Additional faculty meetings shall be limited to 1 hour.

2. One day each month teachers may be required to attend department and/or grade level meetings for no longer than 1 hour, unless advance notice is given; in which case the meeting may last up to one and a half hours. Such meetings shall commence either at the end of the student day and the student clearance of the building area or prior to the commencement of the student day.

3. An uninterrupted daily duty-free lunch period of at least thirty-five (35) minutes will be provided each elementary teacher. On the secondary level, the teacher will receive a duty-free lunch period equal to the length of a period of the particular school.

Two teachers per cafeteria per period may be assigned to cafeteria duty rotated each quarter on a fair and equitable basis. The number of Cafeteria Aides shall not be reduced as a result of teachers being assigned to cafeteria duty. A teacher who is appointed a Dean of Discipline will be required to assist in the supervision of students in the cafeteria for one period per day.

4. All classroom teachers on the secondary level shall be scheduled one preparation period daily, equal to the length of a class period. The administrator of the building reserves the right to exercise judgment and have flexibility to make adjustments in accordance with daily absences of teachers and emergencies that occur, subject to the provisions in Article XI, subsection C.

5. Every effort will be made to guarantee all elementary classroom teachers a preparation period daily. Generally an elementary teacher will not be required to stay in the classroom during a special teaching period such as Art, Music or Library, subject to the provisions of Article XI, subsection C.

6. Teachers may leave the building during such lunch periods as scheduled in each building. They may also leave during their preparation period on pay day or in the event of a situation which is judged to be acceptable by the building principal.

Scheduling of graduate work is to be planned for hours outside of the teachers' working day.

Permission for teachers to leave school after the dismissal of children, but prior to the termination of teachers' hours for the purpose of attending graduate study may be granted by the principal for exceptional reasons such as: The unavailability of the course at any other time and its necessity for a degree or certification.

7. A. Each elementary school librarian, art, music teacher and physical education teacher shall be guaranteed a daily, duty-free 40 minute preparation period in addition to the 45 minutes provided before and after school.

B. Each elementary school librarian, art, music and physical education teacher shall be guaranteed an uninterrupted, daily, duty-free lunch period of 35 minutes.

C. Further, each elementary librarian, music, art and physical education teacher shall be assigned duties on the same rotational basis as all other teachers in the building/ i.e., morning duty, dismissal procedures.

8. Teachers shall be required to sign out and sign in on the form provided by the Board. Appendix L. Employees shall be required to wear a District supplied photo ID badge during all work hours, and not during non-work hours.

9. A. On the elementary level, teachers shall be required to attend one PTA meeting during the school year which meeting shall be referred to as "Meet the Teachers Night." This

meeting is not to be used as a substitute for parent conferences, but rather as an opportunity to inform parents about the course of study. The parties herein agree that attendance at other functions and meetings of the PTA while neither mandatory nor always possible are a legitimate professional expectation. The Building Advisory Committees and the NBTO shall develop a program to encourage attendance at PTA meetings and functions.

B. On the secondary level, teachers shall be required to attend one PTA meeting during the school year, which meeting shall be referred to as "Meet the Teachers Night." This will either serve as an opportunity for parents to confer with individual teachers regarding student progress and if so, should be held after first quarter progress report distribution but before the end of the first quarter, or it will serve as an opportunity for parents to listen to teacher presentations about the course of study. In this case, it will be held earlier in the school year.

10. Principals have the authority to grant teachers the opportunity to meet with teachers in other buildings regarding school business. This permission may be granted if both parties do not have scheduled classes or duties at that time.

11. If the student day must be permanently extended due to exceptional circumstances, the total teacher work day will not exceed the total teacher work day as set forth in this contract.

12. On all Fridays, days immediately preceding ho and Superintendent's Conference Day, on days when teacher attendance is required in the evening, teachers may leave after students have cleared the building and buses have departed.

13. Teachers will not be required to collect monies other than those permitted by law.

14. The District may require music teachers to do individual and/or group music lessons as a 6<sup>th</sup> period in lieu of that teacher doing a duty.

15. At the elementary level the district will provide librarians with four (4) days for inventory at year's end. Every effort will be made to provide a fifth (5) day for closeout.

16. Employees may be required to attend up to five (5) one-hour professional development meetings, without pay, each year.

## **ARTICLE XI - PROFESSIONAL ASSIGNMENTS, TRANSFERS AND PROMOTIONS**

### **A. Duty Period**

A duty period on the secondary level is defined as the following:

1. Homeroom duty
2. Hall duty
3. Discipline Room duty
4. Study hall

Teachers who assume or who are assigned additional responsibilities, as noted in Section B1 (a) and (b) and B4, shall not be assigned to any of the aforementioned. However, all secondary school teachers may be assigned bus supervision at student arrival and dismissal times. This should be done on a rotational basis. All secondary teachers may be assigned supervision of the halls prior to and during the homeroom period and at dismissal time.

The Middle School Printing Advisor will not be assigned a fifth teaching period, a homeroom or a duty period, which time will be utilized for school printing as determined by the building principal. During this time, the Middle Printing School Advisor will be available for proctoring.

The High School Printing Advisor will utilize the fifth teaching period along with the duty period, homeroom and proctoring time for school printing.

#### B. Teaching Assignments

1. (a) In addition to homeroom duty, all secondary school teachers shall not be assigned more than five (5) teaching periods per day. However, where student enrollment in one subject in a given department, shall be in such number as to not justify the hiring of an additional full-time teacher of said subject, one teacher in the department may be assigned to teach a sixth period. Teachers of the department shall be given the opportunity to volunteer for the assignment before the choice of the teacher for the assignment is made. In the event such sixth teaching period assignment is given, the teacher assigned shall have no homeroom or other duty period except for the six teaching periods. The said assignment shall be for no longer than one school year in a five-year period, except for a teacher who volunteers for a sixth teaching period.

(b) Individual teachers of reading and speech may mutually agree with their respective immediate supervisors to assume a daily "student contact" period in addition to a regularly scheduled five (5) teaching period program. The students attending such a period shall be selected by mutual consent of the teacher involved and the building principal. The extent and nature of student contact in such a period shall also be mutually agreed upon by the teacher involved and the building principal and may include individual or small group tutorial, remedial or therapeutic work. A teacher who assumes a student contact period as provided by this paragraph shall not be assigned homeroom nor a duty period.

2. The assignment of teachers should be according to the area of their certification and any exceptions should be restricted to those permitted by law.

3. An effort will be made by each secondary school principal when developing the schedule for his building to provide the assignment of a preparation, duty or lunch period in teachers' program so that not more than three (3) consecutive teaching periods will be assigned.

4. When assigning secondary school teachers to more than one school, an effort will be made to restrict their teaching load to a maximum of five classes per day, with no duty period.

On the elementary level, special teachers who are assigned to more than one school and work 220 minutes or more, on those days that they travel, shall be assigned no duty period.



5. All teachers shall be eligible to be reimbursed for inter-school travel at the IRS prevailing rate per mile while in the performance of District business. All claims must be submitted in the school year in which the traveling was done. A sum not to exceed \$3,500 will be expended each year to enable the Board to underwrite the additional cost of liability collision insurance coverage for those teachers who must use their vehicles in their employment.

6. Tentative programs for the following school year, including the schools assigned, grade levels and/or subjects with specific group designation such as "regents", "non-regents" and "advanced placement" or such synonymous designations as may be used, shall be given to each teacher no later than June 15th and notice of any changes in such program shall be given to the teacher in writing, as such change is made. Reasons for the change shall be given to the teacher upon his request.

7. Teachers who desire a change in grade or subject assignment shall file a written statement to such effect with the office of the building principal by February 1st. In addition to the statement of request, supplementary information will be furnished by the teacher concerning certification, training, preparation and reasons for the request. Every effort shall be made to grant the requests in accordance with the professional judgment of the building principal.

8. A master schedule of all professional assignments within a building shall be furnished to the teachers of the building by September 30th.

9. Each principal will make an effort to schedule a minimum amount of teacher travel within a building to fulfill his assignments and to arrange for the appropriate amount of furniture required for the size of his classes.

10. In the assignment of special classes; e.g., advanced placement, upper quartile, honor, team, regents and non-regents, a teacher rotation system shall be employed subject to teacher preference, qualification, and based upon the professional judgment of the supervisor or administrator making such assignments.

11. Each secondary principal shall make every effort to assign members of his staff to homerooms on a fair and equitable basis and at the same time should consider the special nature of some of the assignments of such teachers that make such duty impractical and not in the best interest of the most efficient schedule and use of teacher time. However, after such special considerations have been made, the assignment of a homeroom should be rotated. It is the responsibility of each principal to maintain records for a period of ten years to insure a fair and equitable assignment of homeroom duty.

12. On the secondary level, in academic areas, the principal will make every effort to assign classroom teachers not more than three (3) teaching preparations. Preparation in these subject areas will apply to both track and grade levels.

13. The Board recommends that a list be prepared to determine those individuals in the school district who will be separately covered under our current policy to afford them protection when transporting youngsters in their own vehicles.

14. In the event that a teacher's position is terminated by reason of abolishment of the position or a reduction in the number of positions in the tenure area, the Board shall provide the teacher affected with a list of vacant positions in the District.

C. Teacher Substitute Use

No regularly scheduled teacher shall be asked to perform duties of a substitute teacher except for the following reasons:

1. Failure of a substitute teacher to arrive.
2. Inability to obtain a substitute teacher.
3. If a regularly scheduled member of the staff becomes ill or unable to continue for the balance of the day.

Effective upon the conclusion of the hybrid model of instruction, the district shall establish a list of volunteers in each school who would agree to cover a class of an absent teacher for whom no substitute could be secured. By definition, a volunteer is a teacher who is willing to cover a class during his/her preparation and/or lunch period. Volunteers do not have to volunteer every time. All members at the secondary will be asked to cover two classes without pay per semester. Thereafter, each secondary member shall receive \$35 per class coverage. All members at the elementary level will be asked to cover one class between September and January without pay and one class between February and June without pay. After each free coverage is met, each elementary member will receive \$35 per coverage. The District shall document the coverages without pay on an agreed-upon form that shall be attached hereto as Appendix T. In the event elementary teachers are used to cover a class, the teacher shall be compensated the class coverage rate.

The assignment of regularly scheduled teachers to substitute service during their preparation periods shall be on a rotating basis within a school building, whenever possible. Those teachers, covered by the agreement, having the least number of assigned classes shall be assigned this substitute service first. Whenever a teacher is asked to perform substitute service, the Building Administrator will complete the form found in Appendix F-2.

Whenever possible, a principal will attempt to avoid asking a teacher to perform substitute duty during his preparation period.

A teacher requesting time off from assigned duties due to an emergency shall do so on the form provided. (See Appendix F-1) Emergency substitute assignments, as defined above, shall be given to the teacher assigned using the form. (See Appendix F-2).

Unless the special situation, as hereinafter defined exists, a special subject teacher shall not be assigned as a substitute, as the primary responsibility of such teacher is the teaching of his/her specialty.

In addition, when a teacher is scheduled for an assignment, and cannot meet this obligation for any reason, the procedure for covering it will be the same as above (Appendix F-1) even when the regularly assigned teacher has not first filled out the upper portion of Appendix F-1.

#### D. Promotions and Transfers

Each member of the faculty will be advised of new positions, vacancies, transfers, grade or subject assignments, and promotional opportunities for which they may wish to apply during the school year and as plans develop for the following year's schedule. This information will be furnished as soon as it has been determined and available. Additional and/or supplementary lists of such vacancies will be brought to the attention of staff on subsequent dates. Teachers may direct inquiry about and apply for, new positions, vacancies, or promotions at any time to the Superintendent of School's office. Request for change of assignment within a building should be made in writing to the Building Principal. Receipt of applications for positions shall be acknowledged in writing. Vacancies for all positions covered by this agreement shall be filled as soon as possible after receipt of the application. However, all appointments to vacant positions will be considered tentative pending final approval by the Board of Education.

1. Promotions - Promotional positions are those paying salary differentials and those positions that are on the administrative or supervisory level.

Within a reasonable time prior to the appointment of any of the aforesaid positions, the Board shall give written notice of the position together with the description of and qualifications for the position to the teachers by delivery to their school mailboxes. The said notice shall also specify the last date on which applications for the position shall be submitted and that such applications shall be in writing. In the event such positions become available during the summer recess, the notification thereof shall be mailed to the Organization.

As vacancies occur or new positions arise, the staff will be notified of the qualifications, training and experience desired and the type of information to be included in letters of application.

Notice of vacancies for promotional positions will be brought to the attention of all teachers as they occur. During the summer the Organization will be notified of all vacancies.

2. Transfers - Voluntary and Involuntary: In the event that staff changes within the district occur to the extent that consideration has to be given to the transfer of teachers from one building to another, every effort will be made to make such transfers first on a voluntary basis and in the event that this is not possible then such transfers will be made by the Superintendent of Schools in order to best implement the educational program of the North Babylon School District. In addition, length of service in the K-6 tenure area shall be considered in making involuntary transfers on the elementary level, whether grade level or inter-building.

On the secondary level length of service in the department will be considered in making such transfers.

Length of service in the K-12 tenure area will be considered in making involuntary transfers which affect teachers in this area.

Any teacher who is to be involuntarily transferred, may request a meeting with his/her principal and request written reasons for the transfer. Such transfers shall not affect tenure if the transfer is in the same tenure area as the teacher's previous assignment. Every effort will be made to

assign teachers in the area where they are best qualified and of their first preference. In the event that a teacher is transferred and wishes to return to his previous assignment, every effort will be made to accommodate this request if there is such a vacancy. In the case of involuntary transfers, if the teacher returns to his original area of appointment, the probationary period previously served in that area will be credited as part of the probationary period required, prior to a recommendation for tenure. As vacancies occur or new positions arise, the staff will be notified of the qualifications, training, and experience desired, and the type of information to be included in letters of application.

Any teacher who is being considered for involuntary transfer should be notified of this fact. Any teacher who is being considered for involuntary transfer may request a meeting with his principal and a representative of the NBTO if he or she chooses. The reasons for the transfer will be given to the teacher in writing, if he or she so requests.

## **ARTICLE XII -**

[Intentionally left BLANK].

## **ARTICLE XIII - SUMMER, AFTER SCHOOL AND EVENING POSITIONS**

All openings for Summer School positions, and evening school positions including Adult Education, special projects and for positions under Federally Aided Programs will be adequately publicized in each school building. Within a reasonable time prior to the appointment to any of the aforesaid positions, the Board shall give written notice of the position, together with the description of and qualifications for the position to the teachers by delivery to their school mailboxes. The said notice shall also specify the last date on which applications for the position shall be submitted and that such applications shall be in writing. In the event such positions become available during the summer recess, the notification thereof shall be mailed to the Organization.

North Babylon teachers will have the opportunity for first consideration for each position. Among the qualifications, but not limited to, for filling such positions, serious consideration will be given to a teacher's area of teaching, major and/or minor field of study, prior evaluations including those made concerning the teacher's performance in the particular position applied for, experience, training, supervisory recommendation, length of service in the District, and length of service in the position or activity for which the application is being made.

The compensation for certain positions are set forth in the salary Appendix B-3 annexed hereto. The salaries for any position created or established by the Board, which affect personnel covered by this contract that are not included in the annexed schedule and for which salary has not been negotiated between the parties, shall be subject to negotiation for the subsequent year's contract.

### **Summer Work:**

1. All tentative summer positions will be published to staff by April 15th.
2. Any individual employed during the summer will be compensated for the entire

time of mandated attendance at the place of employment. The only exception to the above principle is that each teacher will be required to attend one meeting outside of the compensated time. Said meeting shall be limited to one hour.

3. Each teacher employed during the summer will be entitled to a maximum of two sick days to be deducted from his yearly entitlement without loss of pay. A teacher who chooses not to utilize such sick leave entitlement during summer employment will, therefore, lose a day's pay for each day's absence from the summer position.

4. The final payment for all remaining monies due for summer work is to be made on the next normal payroll date except for those teachers who were absent during the last two weeks and are to lose pay for their absence. In that case, the final payment will take place on the next possible payroll date.

5. Any change related to curriculum, supplies and the summer program will be subject to the provisions of Article II.

#### **ARTICLE XIV - CO-CURRICULAR AND EXTRA-CURRICULAR ACTIVITIES**

A. Those teachers appointed to the co-curricular and extra-curricular positions set forth in Appendix B-1, B-2, and B-4 annexed hereto shall receive, in addition to their regular salary, such extra compensation as set forth therein. Compensation for coaching positions shall be based on a flat rate figure to be paid per coach per sport. This flat rate figure established parity between male and female coaches within North Babylon in regard to both working conditions and wages received. The plan for the intramural program formulated in the Spring of 1978 will be in effect in each of the secondary schools for the duration of this contract. This plan provides for an intramural program at both the Middle School and High School levels that is at least equal to what had been offered prior to 1978 and that provides equal opportunity for boys and girls. Furthermore, the Board agrees that the full sports program established by contract will be offered subject to the financial capabilities of the District.

All coaching positions will be advertised prior to the commencement of the season. The positions and the appointments of coaches to the positions are for one (1) season only. Appointments to coaching positions are made at the recommendation of the Superintendent and subject to final Board of Education approval. Every effort will be made to make coaching appointments prior to the commencement of the season. Exceptions may occur where qualified candidates are not available.

If a coaching position is not filled until after the beginning of the season, the contracted salary will be prorated accordingly.

All coaching positions may be evaluated on a seasonal or yearly basis on the agreed upon form attached hereto as Appendix Q-2.

Positions included in Appendix B-2 and B-4 shall be compensated financially and/or by excused time as specified in Appendix B-2 and B-4. North Babylon teachers will have the opportunity for first consideration for each position. Among the qualifications, but not limited to,

for filling such positions, serious consideration will be given to a teacher's area of teaching, major and/or minor field of study, prior evaluations including those made concerning the teacher's performance in the particular position applied for, experience, training, supervisory recommendation, length of service in the District, and length of service in the position or activity for which the application is being made.

Employment in all of these activities is voluntary, except for the position of High School Band Director. This position will be assigned to a High School music teacher. The Board of Education may employ personnel outside the school district if qualified volunteers are not found from those teachers presently employed within the District.

B. Student supervision by teachers at approved dances, sports events, except those sports events and other special events as set forth under Appendix B-4, theatricals, musical presentations, graduation exercises or other similar activity after school hours, shall be compensated, for the term of the contract. If said supervision extends to a full day, payment shall be made for two events. An event, defined here and elsewhere in the contract, is to be counted as one session for the purpose of computing chaperoning and supervision pay.

Such assignment shall be on a voluntary basis. Through the use of the District calendar, volunteers shall be sought according to the following procedures:

1. At the beginning of each school year, a list of the year's events which require supervision shall be developed by the Building Administrator. The Building Administrator will provide a copy to each NBTO member. Volunteers from the building will be sought to chaperone these events. Teachers will be chosen first, followed by the other NBTO members in the building.
2. If an insufficient number of volunteers have been obtained, the Building Administrator will seek additional volunteers from among the NBTO members throughout the District. Teachers will be chosen first. A list of those events for which supervision is needed will be placed in the weekly calendar in each building.
3. The District may use community volunteers after the NBTO list of volunteers is utilized. In all cases, a list of events which require supervision will be placed in the weekly calendar in each building.
4. In the event that additional supervision is still needed, the NBTO will be responsible for providing chaperons for those events requiring student supervision which are advertised in accordance with the above procedures.
5. The above procedure will be reviewed before the termination of the agreement.

C. The NBTO agrees to assist and encourage its members to voluntarily fill positions in those in-school class programs where there are vacancies and for which the member is available and qualified.

## **ARTICLE XV - SPECIALIST CONSULTATION**

Every effort shall be made to schedule the programs of the specialists so that each shall be available each day for consultation with members of the instructional staff of the buildings to which the specialist is assigned.

## **ARTICLE XVI - TEACHER SIGN-IN PROCEDURE**

### **DAILY ATTENDANCE FORM**

#### **Teacher Sign-in Procedures**

Each building shall place the During the Day Sign-In Sheet (Appendix M) in an appropriate location so that teachers may enter the time in hours and minutes when they arrive at school each day. At the end of each day, they are to enter the time in hours and minutes when they leave. Teachers shall sign the During the Day Sign-In Sheet in the appropriate place each day at the time of their arriving and leaving. No teacher is to sign in or sign out for another teacher.

Teacher promptness is a legitimate professional expectation. Appropriate administrative action will be taken if the tardiness of any particular teacher persists.

Building principals or their designees may meet with teachers who are tardy for more than five (5) days during the school year. The importance of punctuality will be discussed at that time. An appropriate memo describing the outcome of their meeting may be written. If such a memo is written, a copy will be forwarded to the teacher. A copy may be placed in his/her personnel file.

The end of the year evaluation report shall contain a record of the teacher's absenteeism and tardiness and shall also contain commendations for good attendance and punctuality.

### **TEACHER DAILY SIGN-IN SHEET**

Upon leaving the building at the designated times, or with the approval of the building principal, teachers shall enter their names, date, time out and destination in the appropriate spaces on the Teacher Daily Sign in Sheet (Appendix L). Upon returning to the building, the teacher shall enter the time of the return and sign his name.

## **ARTICLE XVII - WEEKLY CALENDAR**

Every effort shall be made by each building administrator, to publish a weekly schedule of special tests, extra-assignments, extracurricular activities, professional meetings and other activities of interest for the teaching personnel of the building which shall be distributed to each of them by Friday of the preceding week, whenever possible.

## **ARTICLE XVIII - TEACHER PERSONNEL FILES**

A. Teacher personnel files shall be maintained in only two (2) locations, to wit, the District

Personnel Office and the main office at the teacher's school building.

B. Before new material is placed in the said files, the teacher shall be given a copy of said material and the opportunity to review it. All such materials will be kept in the Principal's Office for five (5) days before filing in the teacher's folder. The teacher shall have the opportunity to comment on and sign said material, said signature shall indicate only that he has examined said material. The only exception to the foregoing shall be confidential employment references and college transcripts used to evaluate the teacher for initial employment.

C. The teacher shall have the right to answer any material filed.

D. Upon reasonable request by the teacher, he shall be permitted to examine his file with a designated administrator.

E. The teacher shall be permitted to reproduce non-confidential material in his file. Upon the request of the teacher, a maximum of four (4) copy sheets of such materials will be furnished to the individual by the Board of Education at no cost. Any additional sheets will be provided at the rate of twenty-five cents per copy.

F. The teacher shall have the right to have a representative of his/her choice present when he/she is reviewing his/her file.

G. Materials placed in a teacher's file prior to the date of the contract which were not submitted to the teacher for the teacher's review, comment and signature, other than references or transcripts, may be removed from the folder, at the time the teacher reviews his folder with designated administrator, at the option of the teacher.

#### ARTICLE XIX - LEAVES OF ABSENCE

##### A. Unpaid Leaves

1. Any member of the staff who wishes a leave of absence for study, without salary, may apply for such leave if he submits an approved program of study and/or research for an advanced degree, to the Superintendent of Schools for his recommendation to the Board of Education. There will be no restriction as to the number of such leaves approved.

2. The Board of Education, upon the recommendation of the Superintendent, may or may not grant leaves for rest or health reasons without pay. Notwithstanding any provision of this Agreement to the contrary, employees must exhaust all accumulated paid days (e.g., sick personal) prior to going on an unpaid leave.

3. The Board of Education, upon the recommendation of the Superintendent, may or may not grant other leaves without pay for travel and employment deemed beneficial to the District. Educational travel shall mean travel connected with an approved program of educational work. Such travel shall be in conjunction with the proposed program and shall not be the primary purpose of the leave. Teachers securing such leaves will not be eligible for advancement to another salary step.



Where a leave is granted for the purpose of gainful employment outside the District, and the teacher is so gainfully employed on a full-time basis, and then the Board shall not be required to make any contribution toward premiums for health and dental insurance. The teacher may choose to pay health and dental premiums at the group rate.

4. **Childrearing Leave:** A leave of absence without pay shall be granted to a teacher for the purpose of childrearing. A teacher may request such a leave for children under five (5) years of age. For the first birth, such a leave shall be no longer than four (4) full consecutive semesters subsequent to the semester in which the leave commences. For subsequent births, leaves end two (2) full semesters subsequent to semester in which leave commences. Multiple births (i.e. twins, triplets, etc.) shall be considered one birth for child rearing leave purposes.

5. **Organization Representative Leave:** A one year leave shall be granted upon request to the Board of Education to a member of the NBTO for organizational activities without pay. The member will be on leave without loss of tenure, regular increment, accumulated sick leave and any rights or benefits to which he or she may be entitled.

6. **Foreign Exchange Teaching Leave:** Each individual request for such leave will be judged on its own merits after submission of such a request by the candidate to the Board of Education. Such leave will be without pay but without loss of tenure or step. Accordingly, all foreign exchange teaching shall be evaluated for salary credit on an individual basis according to the policy as established elsewhere in this contract.

7. **Other Leaves of Absence:** The Board of Education, upon recommendation of the Superintendent of Schools and under exceptional circumstances, may or may not approve requests for absences or leaves without pay, for reasons other than those set forth elsewhere in this contract or for absences in excess of the leave provisions of this contract. A leave of absence without pay may be granted to a teacher who has received administrative notice of intent to terminate the teacher's employment in the event the teacher has exhausted his entitlement under Paragraph "C" (Personal Business) of this Article.

8. Requests for any of the aforementioned leaves shall be made to the Superintendent of Schools at least sixty (60) days in advance of the leave's commencement. Such leaves may not be terminated sooner than the end of the semester in which the leave begins. Notice of intent to return from leave shall be given to the Superintendent as soon as possible but not later than sixty (60) days prior to return. This paragraph shall not be applicable to leaves granted under the Family and Medical leave act (FMLA).

9. The Board shall not be required to make any contribution towards premiums for insurances for those on approved unpaid leaves granted after October 11, 1985, except where the leave is related to illness or childrearing, as per 2 and 4 of Article XIX-A. Teachers may opt to continue benefits at group rates with full premiums to be made by the teacher.

10. While on unpaid leave, the teacher may request placement on the North Babylon substitute list.

11. In the event that a teacher who has notified the district of the leaves above provided, becomes disabled before the commencement of the leave, the period of such disability prior to the

beginning of the leave shall be treated as a personal illness as otherwise provided in this agreement, and the teacher shall be entitled to the benefits connected therewith.

12. A teacher on unpaid leave shall advance on the salary schedule upon return to active duty provided that at least five (5) months or one (1) semester were served prior to the commencement of the leave.

B. Personal Illness

1. All teachers shall be provided with ten (10) sick days and two (2) personal business days per year, without loss of pay. Unused sick leave may be accumulated from year to year; unused personal business days shall be added to accumulated sick leave. It is understood that teachers may utilize their accumulated sick leave for personal illness, subject to the provisions below. No salary will be paid for time used in excess of accumulated sick leave, except in the case of a qualifying event. Where a qualified event is determined to exist, the District shall pay that teacher's full salary up to a maximum of twenty-two (22) workdays per qualifying event.

2. a. A qualifying event is defined as a seriously disabling event such as, but not limited to, cancer or coronary ailment. Illnesses such as the flu shall not constitute a qualifying event. An illness which is not covered under the NBTO Benefit Trust Fund long term disability policy shall not constitute a qualifying event. The Board shall determine the existence of a qualifying event, and shall base such determination on a variety of factors, including, but not limited to, recommendations of the teacher's treating physician and of a District physician. The District shall not act in an arbitrary or discriminatory manner in making such determinations.

b. In order to be eligible for Board consideration for a qualifying event, a teacher shall have exhausted his/her accumulated sick leave.

c. Where the Board determines that a qualifying event exists, the Board may grant paid leave, per teacher, up to a maximum total of 180 days during the teacher's term of employment with the District.

d. The Board reserves the right to review each case on a regular basis, and shall review all cases at least monthly, in order to determine whether a qualifying event continues to exist such as to warrant the continuation of paid leave. It is understood that following the Board's review, the Board may determine that the teacher is able to resume his/her professional duties, and may terminate the paid leave of absence.

3. Daily absences will be charged against accumulated sick leave. If a teacher remains on the job one half of the day, he will be charged with an absence of one half day. If the teacher remains beyond the half day, the teacher will not be charged. A teacher, who is present less than a half day, will be charged with a full day's absence.

4. A physician's certificate from the teacher's treating physician may be required after three (3) consecutive days absence, and shall be required after five (5) consecutive days absence due to illness.

5. The District reserves the right to direct a teacher on sick leave to report to a school

physician at any time for examination. Failure to so report will result in non-payment for days absent.

6. a. Negative balance personnel. A teacher who has fewer than zero accumulated sick leave days at the close of business on June 30, 1992 shall be deemed to have a negative balance. All other teachers shall be deemed to have a positive balance.

b. A teacher's negative balance as of June 30, 1992 shall become that teacher's maximum negative balance, and such teacher shall not be permitted to exceed his/her negative balance, except as in (d) below.

c. Effective July 1, 1992, all teachers with a negative balance will receive ten (10) sick days and two (2) personal business days. These days may be used in accordance with the provisions of this article, or may be used to reduce negative balance.

d. No salary will be paid for time used in excess of maximum negative balance, except in the case of a qualifying event. Where a qualified event is determined to exist, the District shall pay that teacher's full salary up to a maximum of twenty-two (22) workdays per qualifying event.

7. a. If, at the commencement of an illness that results in a qualifying event, a teacher has one or more accumulated sick leave days, and that teacher returns from leave incident to the qualifying event during the same school year, such teacher shall be provided one sick leave day per month for the remainder of the school year.

b. If, at the commencement of an illness that results in a qualifying event, a teacher has no accumulated sick leave days, and that teacher returns from leave incident to the qualifying event during the same school year, such teacher may borrow from the following school year's allocation of sick leave, up to one day per month for the remainder of the school year. Such days shall be deducted from the following school year's allocation of sick leave days.

8. A teacher disabled from the performance of his/her professional teaching duties shall be required to apply for available disability benefits, if said teacher is eligible therefore, and such benefits, if received by the teacher for the period he is determined to have a qualifying event, shall be remitted to the District.

9. In the event a teacher who is disabled from the performance of his/her professional duties is determined to have a qualifying event, and such teacher receives salary compensation from other sources than the District (e.g., no fault insurance; settlement or judgment of a civil claim) during said period of disability, for the period he/she is determined to have a qualifying event, such teacher shall reimburse the District any and all salary compensation up to the teacher's daily rate of pay.

10. In an effort to promote and reward good attendance, all Unit members who complete any given full school year (as determined by the District's school calendar for that year) with no absences that require the use of sick days (other than those properly utilized in conjunction with the Family and Medical

Leave Act ["FMLA"]) shall be given a bonus of \$750. Unit members who complete any given full school year with only one (1) absence which requires the use of sick days (other than those properly utilized in conjunction with FMLA) shall be given a bonus of \$600. Unit members who utilize any unpaid leaves of absences created by Article XIX, Paragraph A and not otherwise required by law to be provided, shall not be eligible for this attendance bonus in the school year or years in which such leave is taken. This provision is not subject to Article XXVII, Stage III, arbitration.

C. Personal Business

Each member of the professional teaching personnel shall be allowed two (2) personal business days as noted in paragraph B.1 above. Whenever possible under the circumstances, at least five (5) days' notice on the use of said leave shall be given the building principal.

"Personal Business" is defined as such personal matters which cannot be attended to at any other time and shall not include gainful employment, the seeking of gainful employment or any activity that may be deemed to be amusement or entertainment. However, "personal business" shall include the seeking of gainful employment where the teacher has received administrative notice of intent to terminate the teacher's employment.

"Personal Business" is not to be used as an extension of absences already provided for in other sections of this contract. However, a teacher will be permitted to request "personal business" days immediately following another absence, provided the "personal business" absence is not used as an extension of that particular absence.

Any day of the school year may be requested for "personal business" except for the first and last days of the school year and the day immediately preceding and the day immediately following all holidays and recess periods unless the approval of the Superintendent of Schools is obtained.

Any leave for "personal business" shall be deducted from accumulated sick leave entitlement. Unused personal business days shall be accumulated each year and shall become part of one's sick leave entitlement. A teacher who is absent for "personal business" shall be required to file with the office of the building principal a completed form. Appendix "G".

D. Family Illness

Absence due to illness in the family of a teacher shall be permitted, but shall not exceed five (5) days each school year and days so used or fractions thereof shall be charged against accumulated sick leave. "Family" for the purpose of this section, is defined as the teacher's spouse, father, mother, brother, sister, children, grandchildren, grandparents, father-in-law, mother-in-law, and other relatives living in the same household as the teacher.

E. Bereavement

Absence due to death of the teacher's spouse, children, parents, brothers, sisters or grandchildren is not to exceed five days and shall not be charged against his/her accumulated sick

leave entitlement.

Absence due to the death of the teacher's other relatives living in the same household as the teacher are not to exceed five days and shall be deducted from his/her accumulated sick leave entitlement.

Absence due to death of the teacher's grandparents and parents-in-law are not to exceed three days and shall not be deducted from his/her accumulated sick leave entitlement.

The deductible absences shall be permitted as provided in paragraphs B-1 and B-2 of this Article.

Prior to the expiration of the first day of bereavement leave, a unit member must notify Superintendent or his/her designee, of the unit member's intent to split their bereavement leave into two separate increments, should the unit member not be taking the full allotment of bereavement leave at once.

F. Approved Absences

Absences shall be approved with no loss of pay nor deduction from accumulated days of sick leave entitlement for the following reasons:

1. Jury duty, except when the teacher can be excused, at the request of the district and in accordance with the rules and regulations for such, as promulgated by the Suffolk County Commissioner of Jurors, during the months of September, January and June. The jury fee, less travel expenses, shall be remitted to the Business Office of the district by the teacher immediately upon receipt thereof.

2. a. Appearance in judicial and/or administrative proceedings, when so directed by the Board of Education.

b. Appearance as a disinterested witness in judicial and/or administrative proceedings when subpoenaed by a party thereto.

3. In any of the foregoing instances, the teacher shall notify his building principal and present his 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 of the termination of his/her service or appearance.

G. Selective Service and Reserve Military Duty

Sufficient time necessary for the purpose of Selective Service physical examination shall be granted with full pay not chargeable against the teacher's accumulated sick leave. Teachers shall be permitted four (4) weeks of full pay without deduction from their accumulated sick leave for Reserve Duty in the Armed Forces should they be required to so serve.

H. Terminal Leave

Any member of the professional staff who is eligible to collect retirement benefits from the New York State Teacher's Retirement System upon completion of a terminal leave, and who submits a written request for retirement to the Board of Education by January 15<sup>th</sup> may apply for said terminal leave. The eligibility and the length of the terminal leave will be related to and determined by the number of sick days that have been accumulated during service at North Babylon. If a member of the staff, upon retirement, has accumulated a minimum of seventy-five sick days, but less than one hundred fifty sick days, the teacher will be eligible for one-half year, at full pay, prior to the actual date of the teacher's retirement. If a member of the staff has a minimum of one hundred fifty days accumulated, he may apply for a terminal leave for one full year, at full pay, prior to the actual date of retirement. The two terminal leaves described above are restricted to only two periods of time (a half year and a full year). Anyone who has accumulated more than one hundred fifty sick days will be eligible for not more than one year of terminal leave.

Each member of the professional teaching personnel shall accumulate sick days at the rate of twelve (12) days for each school year of perfect attendance, in accordance with the said employee's regular work schedule, and any days of absence, not excused under the terms hereof, shall be deducted from the accumulated days.

In lieu of cash payments, employees shall receive lump sum and/or leave payments described above as an employer's non-elective contribution to the employee's 403 (b) account, if any, to the extent authorized by law and in compliance with Appendix "S1".

Notice of intention to retire shall be given by January 15<sup>th</sup> within the year of termination. Actual payment of the amount to which they are entitled shall be made in the next fiscal year.

Any member of the professional teaching personnel who is (a) eligible to collect retirement benefits from the New York State Teachers' Retirement System; (b) who submits his written letter of request for retirement; and (c) has accumulated a sufficient number of sick days to be eligible for either only half year or one full year of such terminal leave, may use this leave for study, travel or rest. There will be no restriction as to the number of employees who may be eligible for a terminal leave but the granting of the request will be determined by the Board of Education after a formal letter of resignation for retirement has been received in accordance with the requirements heretofore described.

New hires hired after June 30, 1988 and present teachers on staff June 30, 1988 who have never received tenure in North Babylon shall receive ten (10) sick days and two (2) personal days per year cumulative and at retirement shall be paid for unused accumulated sick days at 1 for 2 to a maximum of 200 days payment. These teachers shall not be eligible for any terminal leave. Beginning July 1, 2017, the payout for unused accumulation of sick days under this paragraph shall be reduced from a maximum of 200 days to 150 days.

#### I. Retirement Alternative Plan

1. As an alternate option to the terminal leave policy contained in Paragraph H, a retiring teacher who is entitled to a retirement allowance and who has accumulated 75 unused sick days or 150 unused sick days be allowed to choose a lump sum payment amounting to 90% of the half-year

salary, or 90% of the whole year salary, respectively, as indicated in the aforementioned terminal leave policy.

2. A retiring teacher must be age 55 to be eligible for the lump sum alternative, or, having reached age 54 and desiring to choose the lump sum payment, said retiree must pay full health and dental insurance premiums at the group rate, until age 55.

3. In lieu of cash payments, employees shall receive lump sum and/or leave payments described above as an employer's non-elective contribution to the employee's 403 (b) account, if any, to the extent authorized by law and in compliance with Appendix "S1".

J. Marriage Leaves

Requests for permission to be absent when school is in session, for the purpose of marriage will not be granted.

K. Death of a Staff Member

In the event of the death of a staff member, the BAC of the building to which the deceased was last assigned shall meet in order to recommend to the Superintendent appropriate representation at the funeral.

L. Record of Absence

Immediately upon return to employment after an absence, each teacher is required to complete a form "Report of Absence." (See Appendix D-1)

Each principal will maintain a file for these forms and in the event of a question concerning an absence or reason for such absence; the file will provide the means of reference for the teacher or principal. Annually, each principal will forward to Central Office, for recording on each teacher's personnel file, the attendance record of each member of his/her professional staff. If a teacher desires this information, he may make a request in writing for such information to the building principal.

## ARTICLE XX - INSURANCE

A. Life Insurance

All members of this bargaining unit shall be covered by group life insurance in the amount of \$16,000 from the first day of employment in the district. After three (3) years in the District these employees will be entitled to an additional \$2,000 of group life insurance at the sole expense of the Board. The plan further provides that each employee of the District may elect to obtain additional life insurance under the aforementioned program to the extent of \$5,000, the cost of which shall be borne by the member.

B. Tax Sheltered Annuity

All personnel covered by this contract shall have the opportunity to participate in a tax

sheltered annuity program. On an annual basis a committee appointed by the NBTO will review presently available plans. The committee will submit its report in June of each year. An Open Enrollment period will be held from January 1st to May 1st of each year.

It is understood and agreed that:

1. The term "open enrollment" shall apply to the selection of a tax-sheltered plan. Teachers shall have the option to initiate their participation in a tax-sheltered annuity program or to select a different insurance carrier or mutual fund only during the "open enrollment" period as specified above.

2. Teachers shall have the discretion to change the amount they wish to invest in a tax shelter at any time.

3. Effective January 20, 2017, the District shall provide an opportunity for Unit members to participate in and adopt the New York State Deferred Compensation Plan 457(b) ("Deferred Compensation Plan") for elective contributions by Unit members pursuant to Section 457 of the Internal Revenue Code. Unit members' participation in the Deferred Compensation Plan shall be voluntary and subject to applicable law and the District's 457 Retirement Plan Document, as it may be amended. The District's sole liability pursuant to this provision shall be limited to gross negligence in failing to make appropriate elective contributions as directed by the employees in accordance with the provisions of statute and the rules of the provider. Unit members shall bear all risks and fees associated with participation in the Deferred Compensation Plan. Unit members waive any and all claims against the District that they may have with respect to the Deferred Compensation Plan and their voluntary participation in said plan. This provision for elective contributions by Unit members pursuant to Section 457 of the Internal Revenue Code shall not be subject to Civil Service Law Section 209-a(1)(e). Any grievance arising from this paragraph shall end with the Board of Education. The provisions of this paragraph are not subject to the arbitration provisions of this agreement.

C. Health and Dental/Vision Insurance

North Babylon teaching personnel will be covered by a health insurance plan issued by NYSHIP Empire Core Plan Plus Medical and Psychiatric Enhancements/HIP Health Insurance, at the earliest opportunity, as determined by the District's Business Office.

The parties may agree to switch insurance carriers provided the benefits are substantially equal.

The parties agree to continue to explore mutually beneficial dental and vision plans. Said plans may be implemented during this agreement by mutual consent.

The District shall permit active unit members to participate in a Flex 125 Plan, at the earliest reasonable opportunity as determined by the District's Business Office.

Any employee presently enrolled who declines health and/or dental insurance will receive



\$550/\$150 respectively on an annual basis. Any new employee who declines health and/or dental insurance will receive \$550/\$150 respectively on an annual basis. This sum will be reported as income to the Internal Revenue Service. The money will be paid no later than June 30th of each school year. A teacher presently enrolled must file Form S (see Appendix) with the North Babylon Business Office in order to be eligible for this benefit. Newly employed teachers must file this form at the time of their employment. This declination will remain in effect unless revoked in writing by the teacher.

The Board shall pay the premiums of said plan and for the Dental coverage currently in effect to the following extent:

- 2020 – 21      18%
- 2021 – 22      18%
- 2022 – 23      18%
- 2023 – 24      18%

Effective July 1, 2008, contributions for all active professional teaching personnel shall be 16% of the actual premium for individual coverage and 16% of the actual premium for family coverage, except for those with less than four (4) years of service in the District, whose contributions shall be 20% of the actual premium for individual coverage and 20% of the actual premium for family coverage. Upon completion of four (4) years of service in the District, a teacher's contribution rate shall become 16% for individual coverage and 16% for family coverage.

Effective July 1, 2009, contributions for all active professional teaching personnel shall be 17% of the actual premium for individual coverage and 17% of the actual premium for family coverage, except for those with less than four (4) years of service in the District, whose contributions shall be 20% of the actual premium for individual coverage and 20% of the actual premium for family coverage. Upon completion of four (4) years of service in the District, a teacher's contribution rate shall become 17% for individual coverage and 17% for family coverage.

Effective July 1, 2010, contributions for all active professional teaching personnel shall be 18% of the actual premium for individual coverage and 18% of the actual premium for family coverage, except for those with less than four (4) years of service in the District, whose contributions shall be 20% of the actual premium for individual coverage and 20% of the actual premium for family coverage. Upon completion of four (4) years of service in the District, a teacher's contribution rate shall become 18% for individual coverage and 18% for family coverage. For unit members hired on or after full ratification of this agreement, contribution rates for health insurance for new hires shall be 20%, and shall not reduce upon the completion of four (4) years of service in the District.

Effective July 1, 2000 Contribution rates for health insurance for new retirees shall be at the same rate as in their last year of active service.

The insurance program shall be continued for any member of the bargaining unit who retires

while employed by the District or who is on leave of absence as provided in the agreement as though the member was actively employed in the District.

The Board will contribute the applicable contributions of the health and dental insurance premiums as herein above provided for (1) retired employees who are collecting benefits from the New York State Teachers' Retirement System, (2) disabled employees, (3) those on a paid leave, (4) those on an unpaid leave for a period of one full calendar year, as provided for in Article XIX A-9, and (5) surviving spouse and/or minor dependents.

Disabled employees shall be considered as being in the employ of the district for the period of their disability and, therefore, eligible for continued participation in the insurance program.

Where a leave is granted for the purpose of gainful employment outside the District, and the teacher is so gainfully employed on a full time basis, then the Board shall not be required to make any contribution toward premiums for health and dental insurance.

Surviving spouses will continue to be eligible for participation in the District's insurance program until they remarry or are eligible for membership in another group plan. In order to determine continued eligibility, the District will require that a notarized report be filed by the surviving spouse or eligible dependent on at least an annual basis. (See Appendix T) Failure to respond to the annual status report will result in automatic termination of benefits.

3. Beginning October 1, 1996, all active unit members who participate in the Health Plan and who have filed no claims under the Plan either on behalf of themselves or their family members, for one full calendar year shall receive a \$100 check, irrespective of whether the unit member has individual or family health coverage.

4. The North Babylon Teaching Personnel will be covered by a self-insured dental and vision plan as attached under Appendix U. The parties agree to switch dental plans to another dental plan with comparable benefits. The teachers will contribute their 15% or 20% share of the actual premium cost of the District's present self-insured plan, as set forth herein for health insurance coverage.

Effective June 30, 2003, there shall be an annual maximum dental benefit for new retirees of \$1,000 per covered individual, and \$1500.00 per family.

D. Welfare Trust

The District shall not appropriate any funding for the Trust with the understanding that present life insurance benefits as provided through the Trust shall be continued by the District at present shared contribution rates. The District and NBTO will confer with District counsel regarding proper procedures to phase out Trust Agreement provisions.

E. Death Benefit

When a teacher dies in service the beneficiary is to receive 1 day's pay for every 3 days of accumulated sick leave. See Appendix I for Designation of Death Benefit Beneficiary Form.

F. NBTO Benefit Trust Fund

Effective October 1, 1996, an NBTO Benefit Trust Fund will be established and administered

by trustees of the NBTO Benefit Trust Fund, for the purpose of providing members of the NBTO with long term disability insurance coverage. The District will remit the sum of \$94,000.00 payable to the "NBTO Benefit Trust Fund" for the year 2007- 08, \$95,000.00 for the 2008-09 school year and \$96,000.00 for the 2009-10 school year, \$97,000.00 for the 2010-11 school year and \$98,000.00 for the 2011-2012 school year, and thereafter. The District's payments to the Fund should be made on or before October 1.

#### **ARTICLE XXI - TEACHER FACILITIES**

The following will be maintained:

- A. Space in classrooms; storage for belongings, instructional materials and supplies.
- B. Copy machine in each faculty room, lounge, or department office. Repair and maintenance defects to be reported by teachers to the building office.
- C. One computer and black and white printer in the teachers' faculty room of each school for faculty use, for school business purposes only.
- D. Adequate copy machines in department office of secondary schools for faculty use.
- E. Adequate supply of phones for teachers for calls to parents.
- F. Faculty lounges with adequate bookshelves in addition to adequate furniture for relaxation.
- G. It is expected that teachers will exercise proper care and protection of the equipment in their use.

#### **ARTICLE XXII - ORGANIZATIONAL BUSINESS**

The following will be provided:

- A. Bulletin Boards - One for each faculty room which may be used by the Organization.
- B. School mailboxes to be available for use by the Organization.
- C. Organization Meetings - The Organization building representative shall be entitled to call a meeting of the Organization members in the school building provided the same does not interfere with the instructional program of the building. Consent to the time and place of such meeting or meetings shall be obtained from the building principal.
- D. Space will be provided within the school district for organizational use wherever possible. This space is to be used for storage and clerical tasks.
- E. A leave of absence is to be granted for a member of staff who is elected an officer of NYSUT, AFT, NEA, and AFL-CIO without pay but without loss of tenure, regular increment, accumulated sick leave and any benefit or right to which he or she is entitled. Benefits will be paid for from the first day of the leave by the organization in which the individual holds office.

F. Organization Representatives -- The President of the Organization, if an elementary school teacher, shall be assigned no duties other than the teaching of the President's class and if a secondary teacher, shall be assigned no more than five (5) teaching periods, no duty periods and no homeroom. Every effort will be made to provide the last period of the day as a free period for the NBTO President if he is a secondary teacher. The first Vice-President and the second Vice-President of the Organization shall be assigned no duty periods. The Organization building representatives shall be free to use their time during the regular work day when not assigned to class or duties for Organizational business. The Superintendent may grant permission for release time for officers of the Organization during the school day if emergencies arise that require their presence at meetings.

G. Organization Conferences -- Any member of the Organization who is an elected delegate or alternate delegate, elected by the Organization, to an organizational conference or convention shall be granted a leave of absence upon request for the period of time such conference or convention, without loss of pay and not chargeable to any accumulated sick leave entitlement. Notice of such election and conference/convention shall be given to the Superintendent of Schools no later than 30 days prior to the conference/convention being attended.

Only one member of the Organization may attend those conferences which are informational in nature and where elected representation is not involved.

If a substitute teacher is needed for an NBTO member who is required to attend a NYSUT Committee Meeting, the NBTO will reimburse the District.

At times other than organizational conferences, members of the organization may be excused for organizational business such as IRS Audit, NYSUT lobbying on behalf of State Aid. Such requests for time away from duties must be recommended by the Superintendent and approved by the Board of Education.

H. Organization Officer Leave of Absence -- The Organization may request and the Board shall grant a leave of absence to one elected officer of the Organization for the term of his office without loss of salary or other benefits upon the condition that the Organization agrees to reimburse to the Board the salary paid by the Board to the officer.

The Organization may request and the Board shall grant a partial leave of absence to one elected officer of the Organization under the following formula:

An Organization officer, if a secondary teacher, will have a total teaching load of three (3) periods. These periods will be scheduled consecutively as early in the school day as possible. The NBTO will reimburse the Board for the remaining two (2) teaching periods.

An Organization officer, if an elementary teacher, will have released time comparable to the above. Released time will be provided by assigning an officer who is an elementary teacher to a Chapter I program, or some similar assignment, with reimbursement by the NBTO to the Board.

I. Meetings with the Superintendent -- The Superintendent and other designated members of the Central Office Staff shall meet with the NBTO officers on a monthly basis. These meetings will

provide an opportunity to discuss anticipated changes in district policy, objective or guidelines and to resolve potential problems which deal with the application and enforcement of this contractual agreement. These monthly meetings may be cancelled by mutual consent of the Superintendent and the NBTO President.

### **ARTICLE XXIII - PHYSICAL EXAMINATIONS**

Before commencement of employment in the district and prior to the granting of tenure, each member of the professional teaching personnel shall be required to submit a report of complete and satisfactory physical examination. If the teacher chooses to be examined by the school doctor the examination shall be performed in the office of the school doctor, at the expense of the Board. In the event the examination is to be conducted by the teacher's private physician, the expense thereof shall be borne by the teacher. The report of the physician shall be made upon the North Babylon Physical Examination Form which shall be furnished by the building principal. In the event the teacher chooses to be examined by the school doctor, a special form must be obtained from the building principal to authorize said doctor to make the examination.

The Board reserves the right to request a teacher to submit to a physical or psychological examination by an appropriately qualified physician designated by the Board at the expense of the Board at any time that there is reasonable doubt that the teacher is medically able to perform his/her teaching responsibilities. Such a request by the Board will be submitted to the teacher in writing with the reason for the request set forth. The teacher at his or her own expense reserves the right to also have an appropriately qualified physician of his/her choice conduct whatever examinations are requested by the Board.

Upon commencement of employment and upon the granting of tenure, each teacher shall be required to have a chest x-ray. (Teachers have the option of taking the "Tine Test" in lieu of the chest x-ray.) Every effort shall be made to have the Suffolk County Mobile X-Ray Unit perform the "pre-tenure" x-ray examination and if such service cannot be arranged, the cost shall be borne by the teacher.

Hearing and sight examinations, except for the pre-employment hearing and sight examination, shall be conducted by the school nurse for each teacher. Such examination shall be required every third year after the commencement of employment, either by the school nurse or the teacher's private physician.

Any physical defects which are noted by a physician during his examination of a teacher, either in a pre-employment examination or other examinations required by this article, shall be reported to the office of the Superintendent of Schools by the physician.

### **ARTICLE XXIV - RESIGNATIONS**

Resignations shall be addressed to the President of the Board of Education, District Central Office, 5 Jardine Place, North Babylon, New York 11703 with a copy of the said written resignation to the Superintendent of Schools and the Building Principal. Such letter should indicate the effective date of resignation.

## **ARTICLE XXV - ACCESS TO BOARD MINUTES AND DOCUMENTS**

The officers of the Organization or their designated representatives shall have access to all Board Minutes and all documents available to the taxpayers of the district.

Copies of the Board's agenda for their Public Board Meetings will be forwarded to the Organization before the Board meeting, as they become available.

## **ARTICLE XXVI - TEACHER AIDES**

A. The Board agrees to eliminate cafeteria duty in all schools for all teaching personnel covered by this agreement. However, a teacher who is appointed Dean of Discipline will be required to assist in the supervision of students in the cafeteria for one period a day.

B. The paraprofessional assistance provided during the 1969-70 school year for implementation of the flexible library schedule and operation of the Audio Visual and Instructional Resource Centers shall be maintained.

## **ARTICLE XXVII - GRIEVANCE PROCEDURE**

Any claimed violation, misinterpretation, or inequitable application of existing law, rules, procedures, regulations, policies, which relate to or involve a member of the professional teaching personnel of the district with respect to his/her employment, or of any of the terms and provisions of this agreement, except any matter which, by law, is specifically prohibited from being administered under a grievance procedure, shall be deemed a "grievance."

A member of the professional teaching personnel, as herein defined, or a group thereof, having the same grievance, or the Organization, shall have the right to utilize the grievance procedure hereinafter set forth and shall be hereinafter referred to as the "aggrieved."

In the event the Board claims a violation or misinterpretation of this agreement by the Organization or any member of the teaching personnel, a grievance thereon may be instituted by the Board directly to the Arbitrator for final determination.

An aggrieved shall be entitled to a representative of his choice, including the Organization to act on behalf of the aggrieved during the administration of the grievance.

Wherever hereinafter used, the word "days" shall mean those days in which the school district are in session.

An aggrieved shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

An aggrieved shall have the right to be represented at any stage of the procedure by a representative of his choice, except that no aggrieved may be represented at any stage of the grievance proceeding by an organization or association other than the North Babylon Teachers' Organization.

When an aggrieved is not the Organization or is not represented by the Organization, and the grievance involves the application or interpretation of any of the terms and provisions of this agreement, or where the grievance affects the conditions of employment of the professional teaching personnel, the administrator, at each stage of the proceeding to which the grievance is submitted, shall give written notification of the grievance to the Organization for the purpose of the Organization being represented at the proceeding.

Procedures:

Stage I: The aggrieved, in writing, shall present his/her grievance to the building principal, where the grievance concerns a matter that is confined to a particular school building. If the grievance concerns a district wide matter, then the grievance shall be commenced at Stage II of the procedure. The grievance must be filed within 45 days after the incident occurs.

The building principal shall render his/her determination on the grievance to the aggrieved and his/her representative, if any, within five (5) days after the grievance has been presented. Where the grievance has been presented in writing, the determination of the building principal shall be in writing.

Stage II: In the event that the grievance is not resolved at Stage I, or where the grievance concerns a district wide matter, the aggrieved may make a written request to the Superintendent of Schools or his/her designee to review the decision of the building principal. Such request shall be made within five (5) days after the aggrieved receives the decision of the building principal. The aggrieved's request for review shall set forth the act or condition and the grounds upon which the grievance is based. The Superintendent of Schools shall, upon receipt of the request for review, immediately notify the building principal to submit written statements to the Superintendent of Schools within five (5) days setting forth the determination previously rendered by the building principal and the basis therefore. Within ten (10) days after the statement of the building principal has been received by him/her, the Superintendent of Schools or his/her designee, shall render a determination on the grievance.

No later than ten (10) days after the receipt of the Stage II determination both sides will meet and attempt to mutually resolve the grievance. In the event that the Organization does not agree to meet, or does not meet at the agreed time and place, the arbitration proceeding shall be advisory in all cases. In the event that the District does not agree to meet, or does not meet at the agreed time and place, then the arbitration proceeding shall be binding in all cases.

Stage III: A grievance which was not resolved at Stage II, or in the pre-arbitration conference may be submitted by the aggrieved to an arbitrator who shall be selected and appointed in accordance with the rules of the American Arbitration Association.

The arbitration proceedings shall be initiated by the aggrieved within twenty (20) days after the aggrieved receives the decision of the Superintendent of Schools at Stage II. Notice of the initiation of the arbitration proceeding shall be filed with the Superintendent of Schools.

The arbitration shall be held in accordance with the rules of procedure of the American Arbitration Association.

The fees of the American Arbitration Association shall be shared equally by the parties thereto. Should an open hearing be requested, as hereinafter provided, a stenographer shall be employed, the cost of which shall also be borne equally by the parties thereto.

Upon the written stipulation of the parties, or their representatives or attorneys, the grievance may be submitted to the arbitrator on the previous written statements and decisions in the matter; otherwise an open hearing shall be held where the attendance of witnesses and the production of records, documents, and other relevant data may be presented. The arbitrator shall have the authority to require the parties to the proceeding to produce at the hearing any witnesses, records, documents, or data that the arbitrator may deem relevant to the proceedings. The decision of the arbitrator shall be given to the aggrieved and the Superintendent of Schools immediately upon the rendering of the decision.

Except as hereinafter set forth, the decision of the arbitrator shall be advisory and shall not be final and binding, however, the decision of the arbitrator shall be carefully considered in determining the final disposition of the grievance.

Stage IV: If the grievance is not resolved by the decision of the Arbitrator as provided in Stage III hereof, the aggrieved party may submit the grievance to the Board of Education within five (5) days after the decision of the Arbitrator is rendered. Within ten (10) days after submission of the grievance to the Board members, who shall have the authority to act for the entire Board of Education, shall conduct a hearing on the grievance. Within ten (10) days after the conclusion of the hearing, the Board of Education shall render a decision on the grievance, in writing.

At the option of the aggrieved, the aggrieved may proceed immediately to Stage IV after the decision of Stage II is rendered. In such case, there shall be no Arbitrator's decision. The time limitation set forth in Stage IV will then apply from the decision rendered at the completion of Stage II.

Special Procedure: In the event that the grievance is concerned with an application, interpretation or construction of any term or provision of this agreement, then the proceeding at Stage IV (Board of Education) shall precede the proceeding at Stage III (Arbitration) and the proceeding at Stage III (Arbitration) shall be the final stage and the decision of the Arbitrator shall be final and binding upon the parties.

Miscellaneous: No decision rendered under these procedures shall be contrary to or inconsistent with or shall modify or vary in any way the terms of this agreement or of applicable law or rules and regulations having the force and effect of law, nor shall any decision be rendered which involves the discretion of the Board of Education under applicable law except that a decision in a particular case may be rendered as to whether the policy of the Board of Education was disregarded or that the discretion of the Board of Education or the application of Board policy or the application of any term of this agreement was discriminatory, arbitrary or capricious.

Nothing contained herein shall be construed to deny to any aggrieved or party considering himself or herself aggrieved, any rights under any laws of the State of New York, the United States or any regulation of the Commissioner of Education of the State of New York.



## ARTICLE XXVIII- BUILDING ADVISORY COMMITTEE

A. The building principal, or his designated subordinate administrator, shall meet with the Organization Building Council at least once each month, or at such times as may be mutually agreed by the chairperson of the Organization Building Council and/or the Building Principal, for the purpose of advisement to the principal through consultation and discussion of any matters of concern affecting the program of education within the building.

B. All members of the professional teaching personnel of the building, whether or not they are members of the Organization shall have the right to attend the said meeting and participate fully therein. The time and place of the meeting shall be mutually determined by the principal and the Organization Building Council and notice thereof will appear on the weekly calendar. Topics for the BAC meetings will be submitted by both the Principal and the Chairperson of the BAC. These agenda items should be published to the staff 24 hours before the BAC meeting.

C. The Organization Building Council together with other members of the professional staff, when meeting with the building principal, shall be known collectively as the Building Advisory Committee.

## ARTICLE XXIX - SALARIES

A. The regular salaries of the professional teaching personnel for the period July 1, 2020, through June 30, 2024 shall be as set forth in Appendix C, which Appendix is annexed hereto and made a part hereof. (Nothing herein in this agreement shall be construed as diminishing the rights afforded under the Taylor Law and Triborough Amendment including, but not limited to the continued increment (step) advancement on the salary schedule during and beyond the expiration of the contract).

Effective July 1, 2020, employees who have completed 24 years of service in the District shall receive a longevity payment of \$1,350, and employees who have completed 29 years of service in the District shall receive an additional longevity payment of \$1,350. Said longevity payments shall be paid in September after the completion of a full 24 years and a full 29 years of service in the District as a teacher in a separate check.

The extra pay stipends are set forth in Appendices B-1, B-2, B-3, B-4, B-5 and C-5.

B. The regular annual salary shall be paid in either of two ways:

1. On a bi-weekly basis of one twenty-sixth (1/26) thereof on each payday through the first payday in June and a final payment of five twenty-sixth (5/26) of the regular annual salary during the latter part of June but not later than the last day of the regular school year.

2. On a bi-weekly basis of one twenty-first (1/21) thereof to be received on mutually agreed upon paydays through the last payday in June. In order to exercise this option the teacher must so indicate in writing to the North Babylon Business Office by August 1.

3. This decision may not be revoked until the following year. Revocation must be received in writing prior to August 1. In the school years in which the pay period would begin during the third week of school, a pro-rated pay period for all bargaining unit members will be provided two weeks prior to the first full-pay period scheduled on the payroll calendar.

In both cases, the first payment of salary for the school year will be made at the earliest possible date which would not cause an overpayment of salary.

C. In the event that a payment of salary installment shall occur during a school holiday, every effort shall be made to make payment of the pay installment prior to the commencement of the holiday.

D. Payroll deduction shall be permitted to U.S. Savings Bonds, Teacher Credit Unions and United Fund.

E. The work year for Guidance Counselors includes working from four (4) work days before the start of the teacher work year and four (4) work days after the end of the teacher work year. Guidance Counselors shall receive a stipend of \$3,314 in addition to the longevity as identified below added to their stipend:

Years of Service	Longevity Increase	Longevity Total
3-5	+\$500	\$500
6-10	+\$250	\$750
11-15	+\$250	\$1,000
16-20	+\$250	\$1,250
21+	+\$250	\$1,500

The payments above for the 8 days shall be reflected in the current Appendix C-8.

Any additional days of employment for which a counselor will be required to work beyond the above defined school year will be paid on a per diem basis.

The District may require all unit members to have direct deposit. The direct deposit document shall delineate the purpose and amount of all pay, deductions, taxes and contributions.

**ARTICLE XXX - SALARY CREDITS**

A. Military Service Credit - Members of the professional teaching personnel who have served honorably in Military Service, as defined by the Congress of the United States, shall be advanced one step on said salary schedule for each full year of such service to a maximum of two steps.

Those presently employed and who were employed in the District since September 1st, 1967, and who have rendered such honorable military service since August 5, 1964, shall receive the difference between the amount of their regular annual salary for the school year 1967-68 and

the salary to which they would have been entitled had they been advanced on the salary schedule of the school year 1967-68, for the length of the said military service since August 5, 1964 to a maximum of two steps.

An employee presenting official documentation of the military service herein described, shall be placed upon the appropriate step of the salary schedule, and shall receive the retroactive pay hereinabove referred to.

B. Peace Corps and National Teacher Corps Service Credit -Members of the professional teaching personnel who have served as teachers in the Peace Corps or in the National Teacher Corps, shall be advanced one step on the salary schedule for each full year of such service to a maximum of two steps.

C. Salary Credit for Teaching in Other School Systems - A teacher newly employed in the District may be granted the full number of years of salary credit for the first five approved full years of prior teaching or regular substitute teaching experience within the United States or United States' Schools abroad. Thereafter, one year of salary credit will be given for every two (2) full approved years of prior teaching or regular substitute teaching experience within the U.S. or U.S. schools abroad. In all cases full credit will be given for training level. Those rehired from a preferred eligible list will be given full credit for both prior service and training level. Employees holding National Teacher Certification designation shall receive an annual stipend in the amount of \$1,000.

Experience obtained in another school system prior to the attainment of a Baccalaureate Degree shall not be considered for salary credit. A full year's experience will not be recognized for credit if the service for a school year was rendered in more than two (2) school districts or, if rendered in two (2) school districts, there was an interruption in service between the districts of more than five (5) school days. Verification of previous experience shall be determined by official correspondence with previous employer.

The Board may hire new employees at any step on the salary schedule, commensurate with their educational column on the salary schedule.

D. Differentials in Salary for Study - Differentials in salary as set forth on the salary schedule may be considered for courses taken at an accredited institution, OWL Teacher Center, all in-service and SCOPE courses including SCOPE Tour Courses offered by the District, other districts and professional organizations. Teachers securing certification are frequently required to take undergraduate courses. In such cases, credit for salary adjustment will not be granted.

All differentials in salary shall be subject to the approval procedure as hereinafter set forth. For courses taken toward lane movement after Masters Degree is earned, for each 15 credits, the employee must take a minimum of 9 graduate, with a maximum of 6 in-service credits. Effective January 1, 2009, a maximum of six (6) credits of on-line in- service courses will be eligible for prior approval each year.

Application for approval of any course which the teacher intends to use for salary credit shall be submitted to the Superintendent of Schools for approval at least one month in advance, prior to the start of the course. The Superintendent or his/her designee must then respond within

ten (10) business days after receipt of the request, or else course shall be deemed approved. Course work for salary credit should be designed to improve the specific skills within the area of responsibility of the teacher. The applicant must provide a statement as to how the course will improve the specific skills within the area of responsibility of the teacher. Only graduate level courses (on-line or with seat-time), acceptable to the offering accredited college or university for a graduate degree, will be considered for prior approval by the Superintendent, or the Superintendent's designee.

Any teacher entering into the employ of the District shall receive full salary credit for all courses taken prior to this employment in the District, provided the same are recommended by the Superintendent of Schools.

Courses of study in the United States must have been taken at a college or university generally recognized by the Regional Accrediting Association for that area where the institution is located. Courses taken outside the United States must have been taken at a "bona fide" and generally recognized foreign university.

The forms for approval shall be made available in each building and are to be completed in triplicate (See Appendix D-2)

E. An employee covered by this contract, commencing employment after September 1, 1970, and who is hired between the 1st and 15th of the month, will be placed on the next step of the salary schedule on the first day of the month of the anniversary date of initial employment.

An employee covered by this contract, commencing employment after September 1, 1970, and who is hired between the 16th and 31st of the month, will be placed on the next step of the salary schedule on the first day of the following month of the anniversary date of initial employment.

F. A teacher on unpaid leave shall advance on the salary schedule upon return to active duty provided that at least five (5) months or one (1) semester were served prior to the commencement of the leave.

G. Effective June 30, 2009 eliminate columns BA+15 and BA+45 Effective June 30, 2009 employees on column BA+15 or BA+45 will be permitted to remain there until they qualify for movement to an adjacent column.

#### **ARTICLE XXXI- METHOD OF REQUEST FOR CHANGE OF SALARY**

A teacher is eligible for an advanced study level because of study completed, which previously was approved by the Superintendent of Schools. Application for advancement in study status should be made on the forms provided for this purpose, copies of which are set forth herein under Appendix D-3. Lane movement is limited to one "adjacent" column per year, with opportunities for movement permitted only on September 1<sup>st</sup> or February 1<sup>st</sup>, each school year. "Adjacent" column shall mean the next available column for salary increase. After the application is reviewed together with the official transcripts of the work completed, the Superintendent of Schools will make a recommendation to the Board to authorize the change in study status in accordance with the salary

schedule on the professional advancement record form which is set forth herein under Appendix D-3. An authorized adjustment in salary will be incorporated in the annual salary of the individual teacher as soon as possible after approval by the Superintendent of Schools. Retroactive salary, if any, will be received at this time. In order to receive this adjustment and retroactive salary prior to the end of the school year, the professional advancement record form as shown in appendix D-3 must be submitted to the Superintendent of Schools no later than June 15.

When a teacher completes course work, making the teacher eligible for a change in salary level, an official transcript or transcripts and three (3) copies of the record proof of advancement must be received by the Superintendent of Schools. The Superintendent of Schools shall notify the applicant upon receipt of transcripts and other records.

District shall make salary changes for MA/MS effective when degree program course work is completed as demonstrated by transcript evidence. Should the degree not be received when expected, then the district shall rescind the increase and be entitled to return of advanced payments.

If a delay occurs in receiving the official transcripts, which must be received before a change in salary level can be approved, and this delay is not the fault of the teacher but is instead the fault of the institution of higher learning, the teacher will be put on the appropriate salary level as soon as the Superintendent of Schools so approves and the teacher will be paid retroactively in full for any incremental money so delayed.

#### **ARTICLE XXXII - PROTECTION OF TEACHERS**

A. Assistance in Legal Cases - All teachers and principals shall be required to report promptly all incidents of assault involving a teacher and/or civil actions or criminal proceedings instituted against the teacher arising out of and in connection with the teacher's employment, to the Superintendent of Schools. The Superintendent of Schools shall acknowledge to the teacher receipt of such report and a copy thereof shall be sent to the attorney for the Board of Education.

The attorney for the Board of Education shall advise the teacher of his rights under the law in regard to the particular case, in writing; obtain relevant information concerning the incident from the building principal, police or other agencies involved; accompany the teacher in court appearances and by advising the teacher in investigations by the police or others legally conducting investigations.

B. Legal Counsel - In the situation wherein a teacher is acting within the scope of his/her employment and wherein any action arises out of an assault upon a teacher or from disciplinary action taken by a teacher against a student, the Board agrees to provide legal counsel for the teacher.

Where a teacher is required by the District to appear at a court or administrative agency, the teacher shall be given reasonable prior notice and shall be entitled to consultation with the school attorney prior to the required appearance.

C. Compensable Disability - In the event a teacher becomes disabled by reason of an injury, illness or disease, either wholly or partially sustained or contracted while in the performance of

his/her regular or extra-curricular duties, or while on the property of the district, he/she shall receive his/her regular salary and benefits for the period of his/her disability, not to exceed twenty-two (22) work days per injury, illness, or disease, and there shall be no charge made against his/her accumulated sick leave entitlement. The total number of work days for which the employee shall received full salary and benefits from the District shall be limited to a maximum total of 180 days during the teacher's term of employment with the District. In the event the teacher receives benefits under the Workers' Compensation Law for the period of her/her disability, for the period he/she is receiving full salary, he/she shall be required to pay same over to the Board. It is understood, however, that in the event a teacher shall receive a "lump sum" settlement or award for a schedule loss or reimbursement for any medical expense incurred or paid by the teacher under the said Workers' Compensation Law, said recovery or reimbursement shall not be required to be paid to the Board by the teacher.

D. Charges Against Teachers - Any specific charge made by a student, parent, or other person to any member of the administrative or supervisory staff will be called promptly to the attention of the teacher concerned.

E. Protection of Personal Property - There shall be established a fund of \$1,500 to help offset the cost of damage or loss which occurs to an employee's car or personal belongings while in the employ of the school district. The claimant should use the following procedure:

1. All claims will be submitted to and reviewed by the Welfare Trust Committee until such time as the Trust is dissolved. At that time the NBTO and District shall administer the funds in an agreed to manner.
2. Notification of said incident must be reported to the committee members within 48 hours.
3. Police may be notified.
4. All evidence to substantiate the claim must be presented to the committee members.

The maximum allowance under the plan shall be \$200 per claim. The undistributed monies, if any in the fund, shall be accumulated into the fund monies available for the subsequent year. The monies will be distributed to the claimants at the end of the school year, no later than June 30. However, should the claims allowable exceed the maximum amount of money set aside under the fund; the following formula shall take effect:

Total dollar amount of fund	The decimal
	value (1.00 or
	less) to be
-----	=
each individual	allowable claim of
Total dollar amount of allowable claims	

The benefit will be administered by the Welfare Trust as constituted in Article XX, Section D of this Agreement, and as such, is a benefit only of this bargaining unit.

### **ARTICLE XXXIII- PROFESSIONAL CONFERENCES**

Teachers desiring to attend a professional conference or engage in a visitation shall apply to the Superintendent for permission to attend same. The Conference Request form is annexed hereto as Appendix N and the Visitation Request form is annexed as Appendix O.

Except in a justifiable emergency situation, a request for permission to attend a conference must be received by the Superintendent not later than the Wednesday of the week preceding the public board meeting.

Upon recommendation of the Superintendent, the teacher shall be granted leave to attend same without loss of salary or charge against sick leave entitlement. Every effort shall be made to grant permission for this purpose on a rotational basis.

A teacher who attends a professional conference or engages in a visitation as provided in this Article shall submit a written report thereof to the Superintendent and a copy to the Building Principal.

### **ARTICLE XXXIV - APPOINTMENT, PROBATION AND TENURE**

A. A teacher shall begin employment with an appointment as a regular teacher for a three (3) year probationary period, or as a regular substitute for a limited period of time which shall be determined by the length of the leave of absence of the teacher who is replaced by the regular substitute. The probationary period shall be subject to review and evaluation during the three (3) year period and shall be confined to a specific area of employment. Upon the satisfactory completion of the three (3) year probationary period in the same area of employment, the teacher shall become eligible for recommendation for appointment to tenure.

B. Each year during the probationary period, the teacher will be advised, in writing, of his reappointment for the following year when such action is taken by the Board of Education. The teacher shall be notified, in writing, when the teacher has been approved for appointment to tenure.

C. All appointments made by the Board are for employment in the district and are not restricted to a specific grade, school or building except where otherwise noted on the appointment paper.

D. The provisions of the applicable State Law, Chapter 866 regarding fair dismissal of non-tenure teachers are incorporated into the Agreement as Appendix Q.

E. Part-time teachers on a regular appointment are defined as those teachers who work less than five days per week or teach less than a full day.

A regular substitute teacher shall be defined as a teacher who is hired to replace another teacher on Board approved leave for a defined period of time.

Regular substitutes who are new to the District shall be paid on the appropriate step and

column of the teachers' salary schedule commencing with the date of hire to that position.

Regular substitutes will be granted prorated fringe benefits in accordance with the Agreement from the beginning of their appointment as a regular substitute. Fringe benefits shall be defined as insurances, personal and sick days and salary credit.

A regular substitute whose appointment has expired, who is subsequently reappointed by the Board, will return with all previously earned benefits.

A regular substitute shall not be entitled to any benefit which exceeds those granted to the regular teaching staff under this Agreement.

Part-time teachers shall receive prorated benefits under this Agreement. Regular substitutes will receive notice of all unit position openings.

The parties agree that these Agreements, including recognition of regular substitutes, shall not be introduced by either party in any forum as evidence in any pending litigation relative to this issue of regular substitutes.

#### **ARTICLE XXXV - OBSERVATION AND EVALUATION OF TEACHERS**

A. Each year, formal written evaluations shall be made of teachers during their probationary period by the principal and/or the teacher's immediate supervisor, and a recommendation for reappointment or tenure at the end of the three (3) year probationary period may be made to the Superintendent of Schools who, in turn, may make such recommendation to the Board.

The policy and forms for observation and evaluation are annexed hereto, made a part hereof and marked Appendix E-1, E-2, E-3, E-4.

B. Year-end evaluations, as above provided, shall be submitted to the teacher no later than June 15. These evaluations may be written in narrative form.

C. In the event of a difference of opinion between the teacher being observed and the observer, such difference should be written clearly or typed on a separate sheet and attached to all copies of the observation report. The observer must then type on the original form that a response is attached. If the response is lost or missing, the original document is inadmissible in any proceeding involving the teacher.

D. A committee of administrators, supervisors, and teachers will be formed during the term of this agreement to study the existing observation and evaluation procedures. Any procedures, criteria, and forms that are developed as a result of the work of this committee will be incorporated into the contract upon the mutual agreement of the Board of Education and the NBTO.



### **ARTICLE XXXVI - ACADEMIC FREEDOM**

The Board of Education and the North Babylon Teachers' Organization recognize that the nature of the learning experience requires that both teachers and students approach controversial issues and problems in an atmosphere to be presented fairly and accurately.

The parties further agree that the presentation of controversial issues by a teacher requires that standards of scholarship be maintained at all times and that the teacher assume the opportunity for all sides of an issue to be presented fairly and accurately.

### **ARTICLE XXXVII - RETIREES**

It is agreed that eligible retirees from the North Babylon School District shall be considered, without any preferential treatment, for substitute teaching, coaching, moderating, chaperoning and supervision of special events. It is understood that this provision shall not, in any way, supersede any other provision for selection and appointment of individuals to such positions.

### **ARTICLE XXXVIII - SUCCESSOR AGREEMENT**

On or before February 1, 2019, but not before January 15, 2019, either party may notify the other, in writing, that negotiations are required for the succeeding professional negotiations agreement. The said notice shall set forth the items upon which negotiations are required. Within ten (10) school days after delivery of said notice, the other party may submit to the first party, in writing, those items upon which that party seeks negotiations. Negotiating sessions shall commence within fifteen (15) school days of the notice initiating negotiations. All items submitted at this time are the only items to be considered for negotiations during that year.

### **ARTICLE XXXIX - NEGOTIATION PROCEDURE**

In order to formulate and facilitate a negotiation procedure, the following is established:

A. Negotiating Teams - The Board, or designated representative(s) of the Board, with the Superintendent of Schools and/or his/her representatives serving as an advisor, will meet with representatives designated by the Organization for the purpose of negotiation of wages, hours and other terms and conditions of employment.

B. Negotiating Procedures

1. Designated representative(s) of the Board, with the Superintendent of Schools and/or his/her representatives as an advisor, shall meet at such mutually agreed upon places and times with representatives of the Organization for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other. Following the initial meetings described in Article XXXVIII, such additional meetings shall be held as the parties may require, reaching understanding on the issue(s) or until an impasse is reached as hereinafter provided. Meetings shall be held at a time other than during the regular school day,

except by mutual consent of the parties.

2. Both parties and/or the Superintendent of Schools shall furnish each other, upon reasonable request, all advisable information pertinent to the issue(s) under consideration.

C. Consultants - The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference.

D. Reaching Agreement - When agreement is reached after negotiations, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Organization membership and the Board. The Board will take such actions upon the proposed agreement as are necessary to make them official.

E. Impasse Procedure - Excepting as provided under law, negotiations as herein defined, shall be reasonably continuous until agreement is reached or an impasse is declared. An impasse shall not be deemed to have been reached until the following conditions have been met:

1. One of the parties notified the other, in writing, that an impasse exists, and
2. That both parties within forty-eight (48) hours thereafter, submit in writing to the other its final offer of settlement, concerning the items declared at impasse, together with an explanation of its proposals, and
3. Both parties within forty-eight (48) hours thereafter, submits to the other, in writing, its acceptance or rejection of the "final" offer settlement, and, if rejected, the reason therefore.
4. If neither "final" offer is accepted, then either party may invoke the impasse procedures as provided by the Public Employees' Fair Employment Act.

#### ARTICLE XL - DISTRICT POLICY

A. It is understood and agreed that the Board and the Organization will make every good faith effort to carry out the spirit as well as the letter of this Agreement subject to law. Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New York pertaining to strikes or work stoppages by public employees.

B. The Board and the Organization hereby amend their by-laws, rules and regulations to the extent necessary to give effect to the provisions of this Agreement.

C. Notwithstanding the aforesaid, it is not the intention of the parties hereto to create precedents which, in future negotiations, at the expiration of this Agreement shall bar either party from reevaluating any of said policies on the basis of experience factors.

D. Any individual arrangement, agreement or contract between the Board and/or Administrator and individual teachers heretofore or henceforth executed shall be subject to and consistent with the terms and conditions of this Agreement.

## **ARTICLE XLI - COMPLIANCE WITH TAYLOR ACT (Section 204-a)**

### **A. §204-a - Agreements between public employers/employee organizations:**

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

3. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

## **ARTICLE XLII - TERM OF AGREEMENT**

A. This agreement and all its provisions shall be effective as of July 1, 2020 and shall continue in full force and effect through June 30, 2024.

B. In the event any other provisions of this Agreement are, or shall at any time, be found or determined to be contrary to law, then such provisions shall not be applicable or the terms thereof be in force except to the extent permitted by law.

C. In the event any part of provisions of this Agreement as provided in subparagraph B shall be illegal, and either party desires a substitute provision hereto, the same shall be submitted to the other party and shall be subject to appropriate negotiations as herein provided. However, this Agreement cannot be changed or modified unless by mutual consent of both parties.

D. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

E. Copies of this agreement shall be printed at the shared expense of the NBTO and the Board and given to all teachers now employed or hereafter employed by the Board.

F. In the event that the New York State Legislature should, at any time, during the term of the Agreement, enact laws which provide for special appropriations for the purpose of increasing teachers' salaries in the district, then the parties recognize their mutual obligation in keeping with the intent of the Taylor Law to negotiate the implementations of such laws in the district.

## **ARTICLE XLIII – USE OF TECHNOLOGY**

Teachers will be expected to utilize electronic devices, software, applications and other

electronic media to complete the job responsibilities associated with that of the profession. The District will provide adequate training and teachers will have access to computers that contain the necessary software and applications to complete their job responsibilities. Training shall take place prior to the expectation of use of that software and/or application.

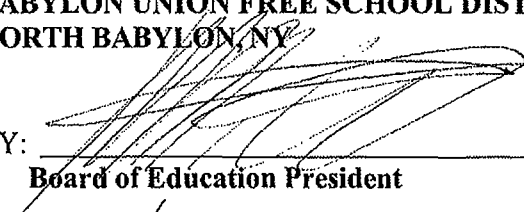
The District shall establish e-mail accounts for Unit members and, if needed, shall provide appropriate training in using the District's e-mail software. Access to computers for this purpose shall be made available in each building. Acknowledging that some parents/caregivers may prefer to initiate contact with Unit members via e-mail, the Unit member will respond to such contacts made to them via their District e-mail address, by telephone, or by any other appropriate method within a reasonable time period. Unit members may, in their reply, invite parents/care-givers to make an appointment to meet with them personally or speak with them by telephone when the subject matter is deemed to be sensitive in nature.

Unit members will be expected to check their assigned District e-mail address for messages from the District, building administration, and parents/caregivers on a daily (school day) basis when Unit members are in attendance.

IN WITNESS WHEREOF, the party hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2023.

**THE BOARD OF EDUCATION OF THE NORTH  
BABYLON UNION FREE SCHOOL DISTRICT  
NORTH BABYLON, NY**

Dated: \_\_\_\_\_

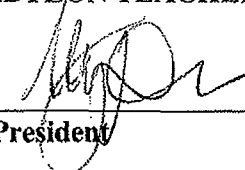
BY:   
Board of Education President

Dated: \_\_\_\_\_

BY:   
Superintendent of Schools

**NORTH BABYLON TEACHERS' ORGANIZATION**

Dated: \_\_\_\_\_

BY:   
NBTO President

## TITLE IX

**It is the policy of the North Babylon Union Free School District not to discriminate on the basis of sex in its educational programs, activities, or employment policies, as required by Title IX of the 1972 Education Amendments. Inquiries regarding compliance with Title IX may be directed to the North Babylon Union Free School District, Office for Human Resources, 5 Jardine Place, North Babylon, NY 11703, or the Office of Civil Rights, Department of Education, Washington, D.C.**

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**The North Babylon Union Free School District does not discriminate against the handicapped in admission or access to, or treatment of employment in its programs and activities, as required by Section 504 of the Rehabilitation Act of 1973. Inquiries regarding compliance with Chapter 504 may be directed to the North Babylon Union Free School District, Office for Human Resources, 5 Jardine Place, North Babylon, NY 11703, or to the Department of Education, Washington, D.C.**

\*\*\*\*\*

**Affirmative Action/Equal Opportunity Employer**

**APPENDIX A (NEED NEW CALENDAR)**

July 2017						
SU	M	TU	W	T	FR	SA
						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					

August 2017						
SU	M	TU	W	TH	FR	SA
		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		

September 2017						
SU	M	TU	W	TH	FR	SA
					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

October 2017						
SU	M	TU	W	TH	FR	SA
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				

November 2017						
SU	M	TU	W	TH	FR	SA
			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		

December 2017						
SU	M	TU	W	TH	FR	SA
					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						

**Board Approved 1/26/17  
North Babylon UFSD  
2017-18 Academic Calendar**

- 7/4 July 4th
- 9/4 Labor Day
- 9/5 Superintendent's Conference Day
- 9/6 First Day of Instruction
- 9/21-22 Rosh Hashanah
- 10/9 Columbus Day
- 11/7 Superintendent's Conference Day/  
Election Day
- 11/10 Veteran's Day
- 11/23 -24 Thanksgiving Recess
- 12/25-1/1- Holiday Recess
- 1/15 M.L. King Jr. Day
- 2/19-2/23 Winter Recess
- 3/14 Superintendent's Conference Day
- 3/30-4/6 Spring Recess
- 5/25 & 5/28 Memorial Recess
- 6/22 Last Day of School

**Instructional Days:**




September	16
October	21
November	18
December	16
January	21
February	15
March	20
April	16
May	21
June	16

Instructional Days	180
SC Days	3

**Total Work Days = 183**

**School Closings Due to Emergency:**

- 1st Day Calendar remains the same
- 2nd Day Calendar remains the same
- 3rd Day Calendar remains the same

-  = Holiday
-  = First and Last Day of School
-  = Superintendent Conference Day

January 2018						
S	M	TU	W	TH	FR	SA
		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			

February 2018						
SU	M	TU	W	TH	FR	SA
				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			

March 2018						
SU	M	TU	W	TH	FR	SA
				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

April 2018						
SU	M	TU	W	TH	FR	SA
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					

May 2018						
SU	M	TU	W	TH	FR	SA
		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		

June 2018						
SU	M	TU	W	TH	FR	SA
					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

## **APPENDIX B-1**

### **Maximum Rate Playoff Rate**

Effective 2021-2022 the maximum rate shall be increased from 10 days to 15 days.

Effective July 1, 2021, irrespective of breaks in service, change in level or change in sport, coaching longevities shall be based on the total time served as a coach in the District. Longevities shall be compensated as follows:

- a. Coaches between their 5<sup>th</sup> and 10<sup>th</sup> years of coaching shall receive a \$500 bonus.
- b. Coaches in their 11<sup>th</sup> year and thereafter of coaching shall receive an additional \$750 bonus.

Coaches' pay shall be divided up into 2 paychecks. One dispersed at the midpoint of the season and one dispersed at the conclusion of the season.

If a co-curricular position is not filled until after the start of the teacher work year, or said position is not filled until after the beginning of the season, or the delivery of such services is delayed or discontinued in the discretion of the Superintendent of Schools or his/her designee, or services are interrupted by school closure, the contracted salary will be prorated accordingly on a weekly basis. All unit members appointed to coaching positions will receive a minimum of five (5%) of the contract stipend if they begin work in the position and the season ends early or is interrupted.

COACHES					
Coaches		2020-2021	2021-2022	2022-2023	2023-2024
	<b>Football</b>				
1 Varsity		\$7,606	\$7,663	\$7,720	\$7,778
2 Asst.Varsity		\$5,524	\$5,565	\$5,607	\$5,649
1 Jr.Varsity		\$5,645	\$5,687	\$5,730	\$5,773
1 Asst.Jr.Varsity		\$5,097	\$5,135	\$5,174	\$5,213
1 9th		\$4,477	\$4,511	\$4,545	\$4,579
1 Asst. 9th		\$4,130	\$4,161	\$4,192	\$4,223
2 7th/8th		\$3,943	\$3,973	\$4,003	\$4,033
2 Asst. 7th/8th		\$3,597	\$3,624	\$3,651	\$3,678
	<b>Gymnastics(B)</b>				
1 Varsity		\$6,051	\$6,096	\$6,142	\$6,188
1 Asst.Varsity		\$4,585	\$4,619	\$4,654	\$4,689
1 7th/8th		\$3,597	\$3,624	\$3,651	\$3,678
1 Asst. 7th/8th		\$2,719	\$2,739	\$2,760	\$2,781
	<b>Gymnastics(G)</b>				
1 Varsity		\$6,051	\$6,096	\$6,142	\$6,188
1 Asst.Varsity		\$4,585	\$4,619	\$4,654	\$4,689
1 7th/8th		\$3,597	\$3,624	\$3,651	\$3,678
1 Asst. 7th/8th		\$2,719	\$2,739	\$2,760	\$2,781
	<b>Soccer(B)</b>				
1 Varsity		\$5,836	\$5,880	\$5,924	\$5,968
1 Asst.Varsity		\$4,421	\$4,454	\$4,487	\$4,521
1 Jr.Varsity		\$4,421	\$4,454	\$4,487	\$4,521
1 9th		\$4,479	\$4,513	\$4,547	\$4,581
2 7th/8th		\$3,630	\$3,657	\$3,684	\$3,712
	<b>Soccer(G)</b>				
1 Varsity		\$5,836	\$5,880	\$5,924	\$5,968
1 Asst.Varsity		\$4,421	\$4,454	\$4,487	\$4,521
1 Jr.Varsity		\$4,421	\$4,454	\$4,487	\$4,521
2 7th/8th		\$3,630	\$3,657	\$3,684	\$3,712
	<b>Cross Country</b>				
1 Varsity (B)		\$5,459	\$5,500	\$5,541	\$5,583
1 Varsity (G)		\$5,459	\$5,500	\$5,541	\$5,583
1 7/8th (B/G)		\$3,243	\$3,267	\$3,292	\$3,317
	<b>Winter Track(B)</b>				
1 Varsity		\$7,575	\$7,632	\$7,689	\$7,747
1 Asst. Varsity		\$6,240	\$6,287	\$6,334	\$6,382
	<b>Winter Track(G)</b>				
1 Varsity		\$7,575	\$7,632	\$7,689	\$7,747
1 Asst. Varsity		\$6,240	\$6,287	\$6,334	\$6,382
	<b>Tennis (B)</b>				
1 Varsity		\$6,051	\$6,096	\$6,142	\$6,188



1 Jr. Varsity		\$4,585	\$4,619	\$4,654	\$4,688
	Tennis (G)				
1 Varsity		\$6,051	\$6,096	\$6,142	\$6,188
1 Jr. Varsity		\$4,585	\$4,610	\$4,654	\$4,688
	Lacrosse (G)				
1 Varsity		\$6,748	\$6,799	\$6,850	\$6,901
1 Asst. Varsity		\$6,270	\$6,310	\$6,350	\$6,390
1 Jr. Varsity		\$5,971	\$6,016	\$6,061	\$6,106
1 Asst. Jr. Varsity		\$4,658	\$4,693	\$4,728	\$4,763
1 7th/8th		\$3,531	\$3,557	\$3,584	\$3,611
1 7th/8th Asst.		\$2,797	\$2,776	\$2,799	\$2,820
	Lacrosse (B)				
1 Varsity		\$6,748	\$6,799	\$6,850	\$6,901
1 Asst. Varsity		\$5,270	\$5,310	\$5,350	\$5,390
1 Jr. Varsity		\$5,971	\$6,016	\$6,061	\$6,106
1 Asst. Jr. Varsity		\$4,658	\$4,693	\$4,728	\$4,763
1 7th/8th		\$3,531	\$3,557	\$3,584	\$3,611
1 7th/8th Asst.		\$2,757	\$2,776	\$2,799	\$2,820
	Field Hockey				
1 Varsity		\$6,760	\$6,703	\$6,836	\$6,880
1 Asst. Varsity		\$4,546	\$4,580	\$4,614	\$4,648
1 Jr. Varsity		\$4,546	\$4,580	\$4,614	\$4,648
1 7th/8th		\$3,531	\$3,557	\$3,584	\$3,611
	Basketball (B)				
1 Varsity		\$7,429	\$7,485	\$7,541	\$7,598
1 Asst. Varsity		\$5,427	\$5,408	\$5,509	\$5,550
1 Jr. Varsity		\$5,988	\$6,013	\$6,058	\$6,103
1 9th		\$3,946	\$3,976	\$4,006	\$4,036
2 7th/8th		\$3,696	\$3,724	\$3,752	\$3,780
	Basketball (G)				
1 Varsity		\$7,429	\$7,485	\$7,541	\$7,598
1 Asst. Varsity		\$5,427	\$5,468	\$5,509	\$5,550
1 Jr. Varsity		\$5,968	\$6,013	\$6,058	\$6,103
2 7th/8th		\$3,696	\$3,724	\$3,752	\$3,780
	Wrestling				
1 Varsity		\$7,303	\$7,358	\$7,413	\$7,469
1 Asst. Varsity		\$5,837	\$5,881	\$5,925	\$5,969
1 Jr. Varsity		\$5,837	\$5,881	\$5,925	\$5,969
1 7th/8th		\$3,900	\$3,920	\$3,958	\$3,988
1 Asst. 7th/8th		\$3,696	\$3,724	\$3,752	\$3,780
	Volleyball				
1 Varsity		\$6,081	\$6,127	\$6,173	\$6,219
1 Jr. Varsity		\$5,273	\$5,313	\$5,353	\$5,393

2 7th/8th		\$3,810	\$3,800	\$3,880	\$3,897
	Softball				
1 Varsity		\$6,884	\$6,936	\$6,988	\$7,040
1 Asst. Varsity		\$5,406	\$5,447	\$5,488	\$5,529
1 Jr. Varsity		\$5,971	\$6,016	\$6,061	\$6,106
1 7th/8th		\$3,531	\$3,557	\$3,584	\$3,611
	Cheerleading				
1 Varsity (Fall)		\$5,166	\$5,205	\$5,244	\$5,283
1 Varsity (Winter)		\$5,754	\$5,797	\$5,840	\$5,884
1 Asst. Varsity (Fall)		\$3,993	\$4,023	\$4,053	\$4,083
1 Asst. Varsity (Winter)		\$4,570	\$4,613	\$4,648	\$4,683
1 Jr. Varsity (Fall)		\$3,914	\$3,943	\$3,973	\$4,003
1 Jr. Varsity (Winter)		\$4,480	\$4,523	\$4,557	\$4,591
	Spring Track (B)				
1 Varsity		\$6,519	\$6,568	\$6,617	\$6,667
1 Asst. Varsity		\$5,052	\$5,090	\$5,128	\$5,166
1 7th/8th		\$3,531	\$3,557	\$3,584	\$3,611
1 Asst. 7th/8th		\$2,316	\$2,333	\$2,350	\$2,368
	Spring Track (G)				
1 Varsity		\$6,519	\$6,568	\$6,617	\$6,667
1 Asst. Varsity		\$5,052	\$5,090	\$5,128	\$5,166
1 7th/8th		\$3,531	\$3,557	\$3,584	\$3,611
1 Asst. 7th/8th		\$2,316	\$2,333	\$2,350	\$2,368
	Baseball				
1 Varsity		\$6,884	\$6,936	\$6,988	\$7,040
1 Asst. Varsity		\$5,406	\$5,447	\$5,488	\$5,529
1 Jr. Varsity		\$5,971	\$6,016	\$6,061	\$6,106
1 8th		\$4,586	\$4,620	\$4,655	\$4,690
1 7th/8th		\$3,531	\$3,557	\$3,584	\$3,611
	Golf				
1 Varsity		\$5,394	\$5,434	\$5,475	\$5,516
	Bowling				
1 Varsity (B)		\$4,754	\$4,790	\$4,826	\$4,862
1 Varsity (C)		\$4,754	\$4,790	\$4,826	\$4,862
	Swimming				
1 Varsity (B)		\$5,722	\$5,765	\$5,808	\$5,852
	Intramurals				
10 High School		\$466	\$469	\$473	\$477
4 Middle School		\$466	\$469	\$473	\$477
Coaches will be paid for each day spent participating in County Tournament/County Playoffs and State Tournament/Playoffs at rate of:		\$76	\$77	\$78	\$79

**APPENDIX B-2**

Districtwide	MODERATORS	2020-2021	2021-2022	2022-2023	2023-2024
	Athletic Trainer	\$24,664	\$24,049	\$25,035	\$25,223
	1 Computer Trainer	\$7,911	\$7,970	\$8,030	\$8,090

Elementary	MODERATORS	2020-2021	2021-2022	2022-2023	2023-2024
		5 Student Council Advisors	\$817	\$822	\$827
	5 Building Science Coord.	\$785	\$791	\$797	\$803
	5 Computer Club Advisors	\$617	\$622	\$627	\$632
	5 Computer Mentors	\$785	\$791	\$797	\$803
	5 Yearbook Advisors	\$817	\$822	\$827	\$832
	5 STEAM Fall Club Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	6 STEAM Spring Club Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	5 Art Club Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	5 Drama Club Spring Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	5 Newspaper Club	\$1,097	\$1,105	\$1,113	\$1,121
	1 Belmont Lego/Robotics	\$1,097	\$1,105	\$1,113	\$1,121
	1 Belmont Multi-Cultural	\$1,097	\$1,105	\$1,113	\$1,121
	1 MGV Athletics	\$1,097	\$1,105	\$1,113	\$1,121
	1 MGV Painting	\$1,097	\$1,105	\$1,113	\$1,121
	1 Parliament Place Robotics	\$1,097	\$1,105	\$1,113	\$1,121
	1 Parliament Place On the Run	\$1,097	\$1,105	\$1,113	\$1,121
	1 WED Lego/Robotics	\$1,097	\$1,105	\$1,113	\$1,121
	1 WED Garden Club	\$1,097	\$1,105	\$1,113	\$1,121
	1 Woods Road Gaming	\$1,097	\$1,105	\$1,113	\$1,121
	1 Woods Road Lego/Robotics	\$1,097	\$1,105	\$1,113	\$1,121

Elementary	MODERATORS	2020-2021	2021-2022	2022-2023	2023-2024
		1 Student Council Advisor (H)	\$2,016	\$2,031	\$2,046
	2 Eighth Grade Advisors (H)	\$1,180	\$1,199	\$1,208	\$1,217
	1 Seventh Grade Advisor (H)	\$1,283	\$1,293	\$1,303	\$1,313
	1 Sixth Grade Advisor (H)	\$1,283	\$1,293	\$1,303	\$1,313
	1 Newspaper Advisor (D)	\$1,570	\$1,591	\$1,603	\$1,615
	1 Dramatic Advisor	\$917	\$924	\$931	\$938
	1 Select Chorus Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	1 AV Coordinator (H) (D)	\$1,097	\$1,105	\$1,113	\$1,121
	1 Student Council Treasurer	\$1,097	\$1,105	\$1,113	\$1,121
	1 Mathlete Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	1 Recycling	\$1,097	\$1,105	\$1,113	\$1,121
	1 Chess Club	\$1,097	\$1,105	\$1,113	\$1,121
	1 Student Store Advisor (D)	\$1,097	\$1,105	\$1,113	\$1,121
	1 Photography Club Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	1 Bowling Advisor	\$917	\$924	\$931	\$938

Middle School	1 Web Surfer Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	1 Cheerleading Advisor	\$1,635	\$1,647	\$1,659	\$1,671
	1 Kickline Advisor	\$1,635	\$1,647	\$1,659	\$1,671
	1 Middle School Marching Band Kickline Advisor	\$1,635	\$1,647	\$1,659	\$1,671
	1 Color Guard Advisor	\$1,283	\$1,293	\$1,303	\$1,313
	Printing Advisor (4 Teaching Periods) (H) (D)	\$ -	-	-	-
	1 Leaders Club Advisor	\$1,293	\$1,293	\$1,303	\$1,313
	1 Honor Society Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	1 Yearbook Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	1 Computer Club Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	1 Sixth Grade Computer Club Adv.	\$1,097	\$1,105	\$1,113	\$1,121
	1 Jazz Band Director	\$1,097	\$1,105	\$1,113	\$1,121
	1 Literary Magazine Advisor	\$1,283	\$1,293	\$1,303	\$1,313
	1 Band Director (H)	\$ -	-	-	-
	2 Renaissance Moderators	\$1,097	\$1,105	\$1,113	\$1,121
	1 Student Supervisor (H) (D)	\$2,194	\$2,210	\$2,227	\$2,244
	1 Foreign Language Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	1 SADD Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	1 Art Club Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	1 Eligibility Adv. BOSS (H) (D)	\$1,097	\$1,105	\$1,113	\$1,121
	1 Technology Club Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	Homework Center Teachers	\$53	\$53	\$53	\$53
	1 Marching Band Director	\$2,379	\$2,397	\$2,415	\$2,433
	1 Middle School Robotics Club	\$1,097	\$1,105	\$1,113	\$1,121
	1 Middle School Book Club	\$1,097	\$1,105	\$1,113	\$1,121
	1 Mindfulness Club	\$1,097	\$1,105	\$1,113	\$1,121
	1 Gay/Straight Alliance Advisor	\$1,097	\$1,105	\$1,113	\$1,121
	1 Run Club	\$1,097	\$1,105	\$1,113	\$1,121
	H = No homeroom duty				
	D = No duty assignment				

**HIGH SCHOOL**

<b>MODERATORS</b>		<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
2 Sr. Class Advisors (H) (D)		\$2,379	\$2,397	\$2,415	\$2,433
1 Jr. Class Advisor (H)		\$2,016	\$2,031	\$2,046	\$2,061
1 Sophomore Advisor (H)		\$1,649	\$1,661	\$1,673	\$1,686
1 Freshman Advisor (H)		\$1,288	\$1,298	\$1,308	\$1,318
1 Student Assn. Adv. (H)		\$2,747	\$2,768	\$2,789	\$2,810
1 Activities Treasurer (D)		\$2,016	\$2,031	\$2,046	\$2,061
1 Marching Band Director		\$2,379	\$2,397	\$2,415	\$2,433
2 Marching Assl. Band Directors		\$1,192	\$1,201	\$1,210	\$1,219
1 Director - Drama		\$2,016	\$2,031	\$2,046	\$2,061
1 Director - Musical		\$2,016	\$2,031	\$2,046	\$2,061
2 Musical Directors (Chorus & Orchestra)		\$1,649	\$1,661	\$1,673	\$1,686
1 Choreographer for Musica		\$1,649	\$1,661	\$1,673	\$1,686
Costumes/Makeup		\$1,649	\$1,661	\$1,673	\$1,686
1 Literary Advisor		\$1,283	\$1,293	\$1,303	\$1,313
1 Newspaper Advisor (H) (D)		\$3,595	\$3,622	\$3,640	\$3,676
1 Yearbook Advisor (H) (D)		\$4,309	\$4,432	\$4,465	\$4,498
1 Yearbook Adv. - Bus. (H) (D)		\$2,201	\$2,218	\$2,235	\$2,252
1 AV Bldg. Coord. (H) (D)		\$1,283	\$1,293	\$1,303	\$1,313
1 Mail/Info Advisors		\$1,097	\$1,105	\$1,113	\$1,121
1 Mail/Info Advisors		\$1,097	\$1,105	\$1,113	\$1,121
1 Students for a Better World		\$1,097	\$1,105	\$1,113	\$1,121
1 Roosterettes Advisor		\$1,468	\$1,479	\$1,490	\$1,501
1 Honor Society Moderator		\$1,097	\$1,105	\$1,113	\$1,121
1 Chess Club Advisor		\$1,097	\$1,105	\$1,113	\$1,121
1 Future Business Leaders of America Advisor		\$1,831	\$1,845	\$1,859	\$1,873
1 Art Club Advisor		\$1,097	\$1,105	\$1,113	\$1,121
1 Leaders Club Advisor		\$1,283	\$1,293	\$1,303	\$1,313
1 Technical Stage Director		\$1,831	\$1,845	\$1,859	\$1,873
1 Technical Stage Director - Drama Fall Club Production		\$1,831	\$1,845	\$1,859	\$1,873
1 International Club Advisor		\$1,345	\$1,355	\$1,365	\$1,375
1 Scholarship Comm. Adv.		\$1,468	\$1,479	\$1,490	\$1,501
1 Computer Club Advisor		\$1,097	\$1,105	\$1,113	\$1,121
1 Graduation & Alumni Relations Advisor		\$1,568	\$1,580	\$1,592	\$1,604
2 Student Supervision (H) (F)		\$1,097	\$1,105	\$1,113	\$1,121
1 District Maintenance (30 hours per year max.)		\$32	\$32	\$32	\$32
1 Madrigal Singers Advisor		\$1,177	\$1,186	\$1,195	\$1,204
1 Jazz Band Advisor		\$1,177	\$1,186	\$1,195	\$1,204
1 Foreign Language Club Advisor		\$1,097	\$1,105	\$1,113	\$1,121
1 DECA Advisor		\$1,097	\$1,105	\$1,113	\$1,121
1 SADD Advisor		\$1,097	\$1,105	\$1,113	\$1,121

High School

1 Photography Club Advisor	\$1,177	\$1,106	\$1,195	\$1,204
2 Student Store Advisors (H)	\$1,097	\$1,105	\$1,113	\$1,121
1 Printing Advisor (H) (D)	\$ -	\$ -	\$ -	\$ -
(4 Teaching Periods)	\$ -	\$ -	\$ -	\$ -
1 Public Relations Advisor	\$ -	\$ -	\$ -	\$ -
(1 Less Teaching Period)	\$ -	\$ -	\$ -	\$ -
2 Renaissance Moderators	\$1,097	\$1,105	\$1,113	\$1,121
1 Academic Team Moderator	\$1,097	\$1,105	\$1,113	\$1,121
1 STEP Club Advisor	\$1,097	\$1,105	\$1,113	\$1,121
1 Science Honor Society Adv.	\$1,097	\$1,105	\$1,113	\$1,121
1 Spoken Word Advisor	\$1,097	\$1,105	\$1,113	\$1,121
1 Model UN Advisor	\$1,097	\$1,105	\$1,113	\$1,121
1 Gay/Straight Alliance Advisor	\$1,097	\$1,105	\$1,113	\$1,121
1 National Art Honor Society Advisor	\$1,097	\$1,105	\$1,113	\$1,121
1 Tri-M Music Honor Society Advisor	\$1,097	\$1,105	\$1,113	\$1,121
1 Fishing Club	\$1,097	\$1,105	\$1,113	\$1,121
1 World Languages Honor Society	\$1,097	\$1,105	\$1,113	\$1,121
1 International Thespian Society	\$1,097	\$1,105	\$1,113	\$1,121

## APPENDIX B-3

### PART-TIME HOURLY EMPLOYMENT

Example of this type of employment would include After School Learning Program, Summer Driver Education Program, Enrichment Program, Master Schedule, Summer Learning Program, Adult Education Program, Summer Music Program, Open Library Program, Home Teaching, Curriculum, Research, and Summer School.

Part-Time Hourly Employment	2020-2021	53.40	2021-2022	53.80	2022-2023	54.20	2023-2024	54.61
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### SALARIES FOR HOME TEACHING

Handicapped students unable to attend school for an extended period of time are provided with home instruction in accordance with the Regulations of the Commissioner of Education.

The teacher of the student who has been placed on a home teaching status will be given the opportunity to provide the instruction for this student. If this teacher is unable to provide this service, the selection of teachers for this extra responsibility will be made by the Administrator responsible for student special service and student aid in conjunction with the building principals and/or guidance counselors.

The Administrator will forward the "Salary Claim for Home Teaching" form every two weeks to those teachers engaged in home teaching and who are eligible for compensation for work performed during a payroll period. These forms are to be completed by the teachers and returned to the Director's Office for further processing by the Business Office for payment.

**APPENDIX B-4**

Extra-Curricular Student Supervision:		2020-2021	2021-2022	2022-2023	2023-2024
EXTRA-CURRICULAR STUDENT SUPERVISION	High School				
	Football	\$83	\$84	\$85	\$86
	Basketball	\$83	\$84	\$85	\$86
	Dances	\$83	\$84	\$85	\$86
	Wrestling	\$72	\$73	\$74	\$75
	Track	\$72	\$73	\$74	\$75
	Girls Basketball	\$72	\$73	\$74	\$75
	Girls Volleyball	\$72	\$73	\$74	\$75
	All other activities requiring supervision:	\$72	\$73	\$74	\$75
	Middle School and Elementary Events*				
	All other activities requiring supervision:	\$72	\$73	\$74	\$75
	*An event as defined here and elsewhere in the contract is to be counted as one session for the purpose of computing chaperoning and supervision pay.				
	This includes supervision at SCMEA, NYSSMA and parades. If said supervision extends to a full day, payment shall be made for two (2) events.				
	By event stipend:	\$76	\$77	\$78	\$79
	High School Band Director, two (2) Asst. Band Directors, Boosterette Advisor; Middle School Band Director				
	(Maximum total compensation)	\$764	\$770	\$776	\$782



## APPENDIX B-5

### LEAD TEACHERS

Stipends, duty assignments and teaching schedule will be determined by the number of teachers in the Lead Teacher's area of responsibility according to the following schedule:

<u># of Teachers</u>	<u>Compensation</u>	<u>2011-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
1-3	No Homeroom	\$1,299	\$1,325	\$1,325	\$1,325
4-7	No Homeroom No Duty	\$1,948	\$1,987	\$1,987	\$1,987
8-10	No Homeroom No Duty	\$3,246	\$3,311	\$3,311	\$3,311
11-13	No Homeroom No Duty	\$5,194	\$5,298	\$5,298	\$5,298
14+	No Homeroom No Duty Plus 1 Less Teacher Period	\$5,194	\$5,298	\$5,298	\$5,298

\*Additional stipends may be provided if accommodations cannot be made in the Lead Teacher's schedule.

\*In the event that it is not possible to provide one less teaching period for a lead teacher, the stipend shall be increased by an additional \$2,000.

\*Guidance counselors already have no homeroom or duty. A lead guidance counselor shall receive a stipend of \$500 for each counselor in the building.

\*If the staff member already has no homeroom, a stipend of \$500 can be offered in place of no homeroom.

\*If the building principal is unable to release a staff member from a homeroom, a stipend of \$500 will be offered in place of no homeroom.

\*If the staff member already has no duty, a stipend of \$1,000 can be offered in place of no duty.

\*If the building principal is unable to release a staff member from a duty, a stipend of \$1,000 will be offered in place of no duty.

**APPENDIX C-1**

**2020-2021 Salary Schedule (retroactive to July 1, 2020)**

STEP	BA	BA15	BA30	BA45	MA	MA15	MA30	MA45	MA60	DR
1A	\$ 51,055	\$ 52,984	\$ 54,920	\$ 56,851	\$ 60,278	\$ 62,209	\$ 64,142	\$ 67,172	\$ 68,006	\$ 69,938
1B	\$ 51,701	\$ 53,654	\$ 55,615	\$ 57,571	\$ 61,040	\$ 62,997	\$ 64,955	\$ 68,022	\$ 68,867	\$ 70,823
1	\$ 52,881	\$ 54,879	\$ 56,883	\$ 58,884	\$ 62,433	\$ 64,434	\$ 66,436	\$ 69,574	\$ 70,437	\$ 72,438
2	\$ 54,879	\$ 56,883	\$ 58,884	\$ 60,886	\$ 64,434	\$ 66,436	\$ 68,436	\$ 70,437	\$ 72,438	\$ 74,469
3	\$ 56,883	\$ 58,884	\$ 60,886	\$ 62,886	\$ 66,436	\$ 68,436	\$ 70,469	\$ 72,438	\$ 74,441	\$ 76,440
4	\$ 58,884	\$ 60,886	\$ 62,886	\$ 64,887	\$ 68,436	\$ 70,469	\$ 72,438	\$ 74,441	\$ 76,440	\$ 78,443
5	\$ 60,883	\$ 62,885	\$ 64,886	\$ 66,888	\$ 70,469	\$ 72,438	\$ 74,439	\$ 76,440	\$ 78,442	\$ 80,440
6	\$ 62,886	\$ 64,887	\$ 66,888	\$ 68,889	\$ 72,438	\$ 74,469	\$ 76,440	\$ 78,443	\$ 80,442	\$ 82,444
7	\$ 66,888	\$ 68,890	\$ 70,892	\$ 72,892	\$ 76,440	\$ 78,448	\$ 80,442	\$ 82,444	\$ 84,447	\$ 86,446
8	\$ 68,890	\$ 70,892	\$ 72,892	\$ 74,893	\$ 78,443	\$ 80,442	\$ 82,444	\$ 84,447	\$ 86,446	\$ 88,448
9	\$ 70,892	\$ 72,895	\$ 74,893	\$ 76,896	\$ 80,412	\$ 82,444	\$ 84,549	\$ 86,446	\$ 88,448	\$ 90,451
10	\$ 72,892	\$ 74,893	\$ 76,896	\$ 78,895	\$ 82,444	\$ 84,755	\$ 86,446	\$ 88,448	\$ 90,451	\$ 92,450
11	\$ 74,893	\$ 76,896	\$ 78,895	\$ 80,895	\$ 84,447	\$ 86,446	\$ 88,448	\$ 90,451	\$ 92,450	\$ 94,452
12	\$ 76,896	\$ 78,895	\$ 80,895	\$ 82,897	\$ 86,446	\$ 88,448	\$ 90,451	\$ 92,450	\$ 94,452	\$ 96,451
13	\$ 82,646	\$ 84,647	\$ 86,648	\$ 88,653	\$ 92,197	\$ 94,199	\$ 96,200	\$ 98,199	\$ 100,204	\$ 102,203
14	\$ 84,647	\$ 86,648	\$ 88,653	\$ 90,651	\$ 94,199	\$ 96,200	\$ 98,199	\$ 100,204	\$ 102,203	\$ 104,204
15	\$ 86,648	\$ 88,653	\$ 90,651	\$ 92,651	\$ 96,200	\$ 98,199	\$ 100,204	\$ 102,203	\$ 104,204	\$ 106,208
16	\$ 88,653	\$ 90,651	\$ 92,651	\$ 94,655	\$ 98,199	\$ 100,204	\$ 102,203	\$ 104,204	\$ 106,208	\$ 108,207
17	\$ 90,651	\$ 92,651	\$ 94,655	\$ 96,654	\$ 100,204	\$ 102,203	\$ 104,204	\$ 106,208	\$ 108,207	\$ 110,207
18	\$ 92,812	\$ 94,822	\$ 96,827	\$ 98,818	\$ 102,380	\$ 104,385	\$ 106,390	\$ 108,396	\$ 110,397	\$ 112,406
19	\$ 94,814	\$ 96,822	\$ 98,823	\$ 100,829	\$ 104,380	\$ 106,385	\$ 108,391	\$ 110,396	\$ 112,399	\$ 114,406
20	\$ 96,813	\$ 98,822	\$ 100,822	\$ 102,827	\$ 106,381	\$ 108,386	\$ 110,391	\$ 112,398	\$ 114,399	\$ 116,406
21	\$ 98,812	\$ 100,820	\$ 102,819	\$ 104,828	\$ 108,379	\$ 110,384	\$ 112,389	\$ 114,396	\$ 116,397	\$ 118,405
22	\$ 99,800	\$ 101,827	\$ 103,848	\$ 105,876	\$ 109,463	\$ 111,488	\$ 113,513	\$ 115,540	\$ 117,562	\$ 119,589
23	\$ 100,798	\$ 102,846	\$ 104,886	\$ 106,934	\$ 110,557	\$ 112,602	\$ 114,647	\$ 116,695	\$ 118,737	\$ 120,784

**APPENDIX C-2**

**2021-2022 Salary Schedule**

STEP	BA	BA15	BA30	BA45	MA	MA15	MA30	MA45	MA60	DR
1	\$ 51,555	\$ 53,484	\$ 55,420	\$ 57,351	\$ 60,778	\$ 62,709	\$ 64,642	\$ 67,672	\$ 68,506	\$ 70,438
2	\$ 52,201	\$ 54,154	\$ 56,115	\$ 58,071	\$ 61,540	\$ 63,497	\$ 65,455	\$ 68,522	\$ 69,367	\$ 71,323
3	\$ 53,381	\$ 55,379	\$ 57,383	\$ 59,384	\$ 62,933	\$ 64,934	\$ 66,936	\$ 70,074	\$ 70,937	\$ 72,938
4	\$ 55,379	\$ 57,383	\$ 59,384	\$ 61,386	\$ 64,934	\$ 66,936	\$ 68,936	\$ 70,969	\$ 72,938	\$ 74,969
5	\$ 57,383	\$ 59,384	\$ 61,386	\$ 63,386	\$ 66,936	\$ 68,936	\$ 70,969	\$ 72,938	\$ 74,941	\$ 76,940
6	\$ 59,384	\$ 61,386	\$ 63,386	\$ 65,387	\$ 68,936	\$ 70,969	\$ 72,938	\$ 74,941	\$ 76,940	\$ 78,943
7	\$ 61,383	\$ 63,385	\$ 65,386	\$ 67,388	\$ 70,969	\$ 72,938	\$ 74,939	\$ 76,940	\$ 78,942	\$ 80,940
8	\$ 63,636	\$ 65,637	\$ 67,638	\$ 69,639	\$ 73,188	\$ 75,219	\$ 77,190	\$ 79,193	\$ 81,192	\$ 83,194
9	\$ 67,638	\$ 69,640	\$ 71,642	\$ 73,642	\$ 77,190	\$ 79,193	\$ 81,192	\$ 83,194	\$ 85,197	\$ 87,196
10	\$ 69,640	\$ 71,642	\$ 73,642	\$ 75,643	\$ 79,193	\$ 81,192	\$ 83,194	\$ 85,197	\$ 87,196	\$ 89,198
11	\$ 71,642	\$ 73,645	\$ 75,643	\$ 77,646	\$ 81,162	\$ 83,194	\$ 85,299	\$ 87,196	\$ 89,198	\$ 91,201
12	\$ 73,642	\$ 75,643	\$ 77,646	\$ 79,645	\$ 83,194	\$ 85,505	\$ 87,196	\$ 89,198	\$ 91,201	\$ 93,200
13	\$ 75,893	\$ 77,896	\$ 79,895	\$ 81,895	\$ 85,447	\$ 87,446	\$ 89,448	\$ 91,451	\$ 93,450	\$ 95,452
14	\$ 77,896	\$ 79,895	\$ 81,895	\$ 83,897	\$ 87,446	\$ 89,448	\$ 91,451	\$ 93,450	\$ 95,452	\$ 97,451
15	\$ 80,771	\$ 82,771	\$ 84,772	\$ 86,775	\$ 90,321	\$ 92,324	\$ 94,326	\$ 96,325	\$ 98,328	\$ 100,327
16	\$ 83,646	\$ 85,647	\$ 87,648	\$ 89,653	\$ 93,197	\$ 95,199	\$ 97,200	\$ 99,199	\$ 101,204	\$ 103,203
17	\$ 85,647	\$ 87,648	\$ 89,653	\$ 91,651	\$ 95,199	\$ 97,200	\$ 99,199	\$ 101,204	\$ 103,203	\$ 105,204
18	\$ 87,648	\$ 89,653	\$ 91,651	\$ 93,651	\$ 97,200	\$ 99,199	\$ 101,204	\$ 103,203	\$ 105,204	\$ 107,208
19	\$ 89,903	\$ 91,901	\$ 93,901	\$ 95,905	\$ 99,449	\$ 101,454	\$ 103,453	\$ 105,454	\$ 107,458	\$ 109,457
20	\$ 91,901	\$ 93,901	\$ 95,905	\$ 97,904	\$ 101,454	\$ 103,453	\$ 105,454	\$ 107,458	\$ 109,457	\$ 111,457
21	\$ 94,062	\$ 96,072	\$ 98,072	\$ 100,068	\$ 103,630	\$ 105,635	\$ 107,640	\$ 109,646	\$ 111,647	\$ 113,656
22	\$ 96,064	\$ 98,072	\$ 100,073	\$ 102,079	\$ 105,630	\$ 107,635	\$ 109,641	\$ 111,646	\$ 113,649	\$ 115,656
23	\$ 98,063	\$ 100,072	\$ 102,072	\$ 104,077	\$ 107,631	\$ 109,636	\$ 111,641	\$ 113,648	\$ 115,649	\$ 117,656
24	\$ 100,312	\$ 102,320	\$ 104,319	\$ 106,328	\$ 109,879	\$ 111,884	\$ 113,889	\$ 115,896	\$ 117,897	\$ 119,905
25	\$ 101,300	\$ 103,327	\$ 105,348	\$ 107,376	\$ 110,903	\$ 112,988	\$ 115,013	\$ 117,040	\$ 119,062	\$ 121,089
26	\$ 102,298	\$ 104,346	\$ 106,386	\$ 108,434	\$ 112,057	\$ 114,102	\$ 116,147	\$ 118,195	\$ 120,237	\$ 122,284
27	\$ 103,798	\$ 105,846	\$ 107,886	\$ 109,934	\$ 113,557	\$ 115,602	\$ 117,647	\$ 119,695	\$ 121,737	\$ 123,784
28	\$ 105,298	\$ 107,346	\$ 109,386	\$ 111,434	\$ 115,057	\$ 117,102	\$ 119,147	\$ 121,195	\$ 123,237	\$ 125,284
29	\$ 106,798	\$ 108,846	\$ 110,886	\$ 112,934	\$ 116,557	\$ 118,602	\$ 120,647	\$ 122,695	\$ 124,737	\$ 126,784
30	\$ 108,298	\$ 110,346	\$ 112,386	\$ 114,434	\$ 118,057	\$ 120,102	\$ 122,147	\$ 124,195	\$ 126,237	\$ 128,284
31	\$ 109,798	\$ 111,846	\$ 113,886	\$ 115,934	\$ 119,557	\$ 121,602	\$ 123,647	\$ 125,695	\$ 127,737	\$ 129,784

**APPENDIX C-3**

**2022-2023 Salary Schedule**

STEP	BA	BA 15	BA30	BA45	MA	MA15	MA30	MA45	MA60	DR
1	\$ 51,942	\$ 53,886	\$ 55,835	\$ 57,781	\$ 61,234	\$ 63,179	\$ 65,127	\$ 68,180	\$ 69,020	\$ 70,966
2	\$ 52,592	\$ 54,561	\$ 56,536	\$ 58,506	\$ 62,002	\$ 63,973	\$ 65,945	\$ 69,036	\$ 69,887	\$ 71,858
3	\$ 53,781	\$ 55,794	\$ 57,814	\$ 59,830	\$ 63,405	\$ 65,421	\$ 67,438	\$ 70,599	\$ 71,469	\$ 73,485
4	\$ 55,794	\$ 57,814	\$ 59,830	\$ 61,847	\$ 65,421	\$ 67,438	\$ 69,453	\$ 71,469	\$ 73,485	\$ 75,532
5	\$ 57,814	\$ 59,830	\$ 61,847	\$ 63,862	\$ 67,438	\$ 69,453	\$ 71,501	\$ 73,485	\$ 75,503	\$ 77,517
6	\$ 59,830	\$ 61,847	\$ 63,862	\$ 65,877	\$ 69,453	\$ 71,501	\$ 73,485	\$ 75,503	\$ 77,517	\$ 79,535
7	\$ 61,844	\$ 63,861	\$ 65,876	\$ 67,893	\$ 71,501	\$ 73,485	\$ 75,501	\$ 77,517	\$ 79,534	\$ 81,547
8	\$ 64,113	\$ 66,129	\$ 68,145	\$ 70,161	\$ 73,737	\$ 75,784	\$ 77,769	\$ 79,787	\$ 81,801	\$ 83,818
9	\$ 68,145	\$ 70,162	\$ 72,179	\$ 74,194	\$ 77,769	\$ 79,787	\$ 81,801	\$ 83,818	\$ 85,836	\$ 87,849
10	\$ 70,162	\$ 72,179	\$ 74,194	\$ 76,210	\$ 79,787	\$ 81,801	\$ 83,818	\$ 85,836	\$ 87,849	\$ 89,867
11	\$ 72,179	\$ 74,197	\$ 76,210	\$ 78,229	\$ 81,770	\$ 83,818	\$ 85,939	\$ 87,849	\$ 89,867	\$ 91,885
12	\$ 74,194	\$ 76,210	\$ 78,229	\$ 80,243	\$ 83,818	\$ 86,146	\$ 87,849	\$ 89,867	\$ 91,885	\$ 93,899
13	\$ 76,462	\$ 78,481	\$ 80,495	\$ 82,509	\$ 86,087	\$ 88,101	\$ 90,119	\$ 92,137	\$ 94,151	\$ 96,168
14	\$ 78,481	\$ 80,495	\$ 82,509	\$ 84,526	\$ 88,101	\$ 90,119	\$ 92,137	\$ 94,151	\$ 96,168	\$ 98,182
15	\$ 81,377	\$ 83,392	\$ 85,407	\$ 87,426	\$ 90,999	\$ 93,016	\$ 95,033	\$ 97,047	\$ 99,065	\$ 101,079
16	\$ 84,274	\$ 86,289	\$ 88,305	\$ 90,325	\$ 93,896	\$ 95,913	\$ 97,929	\$ 99,943	\$ 101,963	\$ 103,977
17	\$ 86,289	\$ 88,305	\$ 90,325	\$ 92,338	\$ 95,913	\$ 97,929	\$ 99,943	\$ 101,963	\$ 103,977	\$ 105,993
18	\$ 88,305	\$ 90,325	\$ 92,338	\$ 94,353	\$ 97,929	\$ 99,943	\$ 101,963	\$ 103,977	\$ 105,993	\$ 108,012
19	\$ 90,577	\$ 92,590	\$ 94,605	\$ 96,624	\$ 100,195	\$ 102,215	\$ 104,229	\$ 106,245	\$ 108,264	\$ 110,277
20	\$ 92,590	\$ 94,605	\$ 96,624	\$ 98,638	\$ 102,215	\$ 104,229	\$ 106,245	\$ 108,264	\$ 110,277	\$ 112,293
21	\$ 94,767	\$ 96,792	\$ 98,807	\$ 100,818	\$ 104,407	\$ 106,427	\$ 108,447	\$ 110,468	\$ 112,484	\$ 114,508
22	\$ 96,784	\$ 98,807	\$ 100,823	\$ 102,844	\$ 106,422	\$ 108,442	\$ 110,463	\$ 112,483	\$ 114,501	\$ 116,523
23	\$ 98,798	\$ 100,822	\$ 102,837	\$ 104,858	\$ 108,438	\$ 110,458	\$ 112,478	\$ 114,500	\$ 116,516	\$ 118,538
24	\$ 101,064	\$ 103,087	\$ 105,102	\$ 107,126	\$ 110,703	\$ 112,723	\$ 114,743	\$ 116,765	\$ 118,782	\$ 120,805
25	\$ 102,060	\$ 104,102	\$ 106,138	\$ 108,181	\$ 111,795	\$ 113,835	\$ 115,876	\$ 117,918	\$ 119,955	\$ 121,997
26	\$ 103,066	\$ 105,128	\$ 107,184	\$ 109,247	\$ 112,897	\$ 114,958	\$ 117,019	\$ 119,081	\$ 121,139	\$ 123,201
27	\$ 104,577	\$ 106,639	\$ 108,695	\$ 110,759	\$ 114,409	\$ 116,469	\$ 118,530	\$ 120,592	\$ 122,650	\$ 124,713
28	\$ 106,088	\$ 108,151	\$ 110,206	\$ 112,270	\$ 115,920	\$ 117,980	\$ 120,041	\$ 122,104	\$ 124,161	\$ 126,224
29	\$ 107,599	\$ 109,662	\$ 111,717	\$ 113,781	\$ 117,431	\$ 119,492	\$ 121,552	\$ 123,615	\$ 125,672	\$ 127,735
30	\$ 109,111	\$ 111,173	\$ 113,229	\$ 115,292	\$ 118,942	\$ 121,003	\$ 123,064	\$ 125,126	\$ 127,184	\$ 129,246
31	\$ 110,622	\$ 112,684	\$ 114,740	\$ 116,804	\$ 120,454	\$ 122,514	\$ 124,575	\$ 126,637	\$ 128,695	\$ 130,758

**APPENDIX C-4**

**2023-2024 Salary Schedule**

STEP	BA	BA15	BA30	BA45	MA	MA15	MA30	MA45	MA60	DR
1	\$ 52,331	\$ 54,290	\$ 56,254	\$ 58,215	\$ 61,693	\$ 63,653	\$ 65,616	\$ 68,691	\$ 69,538	\$ 71,498
2	\$ 52,987	\$ 54,970	\$ 56,960	\$ 58,945	\$ 62,467	\$ 64,453	\$ 66,440	\$ 69,554	\$ 70,411	\$ 72,397
3	\$ 54,184	\$ 56,212	\$ 58,247	\$ 60,278	\$ 63,880	\$ 65,911	\$ 67,943	\$ 71,129	\$ 72,005	\$ 74,036
4	\$ 56,212	\$ 58,247	\$ 60,278	\$ 62,310	\$ 65,911	\$ 67,943	\$ 69,974	\$ 72,005	\$ 74,036	\$ 76,098
5	\$ 58,247	\$ 60,278	\$ 62,310	\$ 64,340	\$ 67,943	\$ 69,974	\$ 72,037	\$ 74,036	\$ 76,069	\$ 78,098
6	\$ 60,278	\$ 62,310	\$ 64,340	\$ 66,372	\$ 69,974	\$ 72,037	\$ 74,036	\$ 76,069	\$ 78,098	\$ 80,132
7	\$ 62,307	\$ 64,339	\$ 66,370	\$ 68,403	\$ 72,037	\$ 74,036	\$ 76,067	\$ 78,098	\$ 80,131	\$ 82,158
8	\$ 64,594	\$ 66,625	\$ 68,656	\$ 70,687	\$ 74,290	\$ 76,352	\$ 78,352	\$ 80,385	\$ 82,414	\$ 84,446
9	\$ 66,625	\$ 68,657	\$ 70,688	\$ 72,719	\$ 76,321	\$ 78,369	\$ 80,383	\$ 82,416	\$ 84,447	\$ 86,477
10	\$ 68,656	\$ 70,688	\$ 72,720	\$ 74,750	\$ 78,352	\$ 80,385	\$ 82,414	\$ 84,446	\$ 86,479	\$ 88,508
11	\$ 70,688	\$ 72,720	\$ 74,750	\$ 76,781	\$ 80,385	\$ 82,414	\$ 84,446	\$ 86,479	\$ 88,508	\$ 90,541
12	\$ 72,720	\$ 74,753	\$ 76,781	\$ 78,815	\$ 82,384	\$ 84,446	\$ 86,584	\$ 88,508	\$ 90,541	\$ 92,574
13	\$ 74,750	\$ 76,781	\$ 78,815	\$ 80,844	\$ 84,446	\$ 86,792	\$ 88,508	\$ 90,541	\$ 92,574	\$ 94,603
14	\$ 77,035	\$ 79,069	\$ 81,098	\$ 83,128	\$ 86,733	\$ 88,762	\$ 90,795	\$ 92,828	\$ 94,857	\$ 96,889
15	\$ 79,069	\$ 81,098	\$ 83,128	\$ 85,160	\$ 88,762	\$ 90,795	\$ 92,828	\$ 94,857	\$ 96,889	\$ 98,918
16	\$ 81,987	\$ 84,017	\$ 86,048	\$ 88,082	\$ 91,681	\$ 93,714	\$ 95,746	\$ 97,775	\$ 99,808	\$ 101,837
17	\$ 84,906	\$ 86,937	\$ 88,968	\$ 91,003	\$ 94,601	\$ 96,633	\$ 98,664	\$ 100,693	\$ 102,728	\$ 104,757
18	\$ 86,937	\$ 88,968	\$ 91,003	\$ 93,031	\$ 96,633	\$ 98,664	\$ 100,693	\$ 102,728	\$ 104,757	\$ 106,788
19	\$ 88,968	\$ 91,003	\$ 93,031	\$ 95,061	\$ 98,664	\$ 100,693	\$ 102,728	\$ 104,757	\$ 106,788	\$ 108,822
20	\$ 91,257	\$ 93,285	\$ 95,315	\$ 97,349	\$ 100,946	\$ 102,981	\$ 105,010	\$ 107,041	\$ 109,076	\$ 111,105
21	\$ 93,285	\$ 95,315	\$ 97,349	\$ 99,378	\$ 102,981	\$ 105,010	\$ 107,041	\$ 109,076	\$ 111,105	\$ 113,136
22	\$ 95,478	\$ 97,518	\$ 99,548	\$ 101,574	\$ 105,190	\$ 107,226	\$ 109,261	\$ 111,297	\$ 113,328	\$ 115,367
23	\$ 97,510	\$ 99,548	\$ 101,579	\$ 103,616	\$ 107,220	\$ 109,256	\$ 111,292	\$ 113,327	\$ 115,360	\$ 117,397
24	\$ 99,539	\$ 101,578	\$ 103,608	\$ 105,644	\$ 109,251	\$ 111,287	\$ 113,322	\$ 115,359	\$ 117,390	\$ 119,427
25	\$ 101,827	\$ 103,860	\$ 105,890	\$ 107,929	\$ 111,533	\$ 113,568	\$ 115,603	\$ 117,641	\$ 119,673	\$ 121,711
26	\$ 102,825	\$ 104,883	\$ 106,934	\$ 108,993	\$ 112,634	\$ 114,689	\$ 116,745	\$ 118,802	\$ 120,855	\$ 122,912
27	\$ 103,839	\$ 105,917	\$ 107,988	\$ 110,067	\$ 113,744	\$ 115,820	\$ 117,896	\$ 119,974	\$ 122,047	\$ 124,125
28	\$ 105,361	\$ 107,439	\$ 109,510	\$ 111,589	\$ 115,267	\$ 117,343	\$ 119,419	\$ 121,497	\$ 123,570	\$ 125,648
29	\$ 106,884	\$ 108,962	\$ 111,033	\$ 113,112	\$ 116,789	\$ 118,865	\$ 120,941	\$ 123,019	\$ 125,092	\$ 127,170
30	\$ 108,406	\$ 110,484	\$ 112,555	\$ 114,634	\$ 118,312	\$ 120,388	\$ 122,464	\$ 124,542	\$ 126,615	\$ 128,693
31	\$ 109,929	\$ 112,007	\$ 114,078	\$ 116,157	\$ 119,835	\$ 121,911	\$ 123,987	\$ 126,065	\$ 128,138	\$ 130,216
32	\$ 111,452	\$ 113,530	\$ 115,600	\$ 117,680	\$ 121,357	\$ 123,433	\$ 125,509	\$ 127,587	\$ 129,660	\$ 131,738

**APPENDIX C-5**

Stipends		2011-2016	2016-2017	2017-2018	2018-2019
	Guidance	\$4,091	\$4,173	\$4,173	\$4,173
	Deans – Step 1	\$3,029	\$3,090	\$3,090	\$3,090
	Step 2	\$4,043	\$4,124	\$4,124	\$4,124
	Step 3	\$5,049	\$5,150	\$5,150	\$5,150
	*Alternate High School	\$7,461	\$7,610	\$7,610	\$7,610
	*Alternate High School stipend is for the full year for 3 class hours per week for 38 weeks plus consultations, parent contacts, staff meetings, etc.				



**APPENDIX D-1**

**NORTH BABYLON PUBLIC SCHOOLS**

**North Babylon, New York**

**REPORT OF ABSENCE FORM**

Date \_\_\_\_\_

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

Subject or Grade \_\_\_\_\_ Date(s) of Absence \_\_\_\_\_

Reason for Absence \_\_\_\_\_

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\_\_\_\_\_  
Signature



APPENDIX D-2

**NORTH BABYLON PUBLIC SCHOOLS**

PRIOR APPROVAL FORM

Name of Teacher: \_\_\_\_\_ School: \_\_\_\_\_

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

I should like permission to take the following course for salary credit:

Title of Course: \_\_\_\_\_

Sponsor of Course: \_\_\_\_\_

Meeting Place: \_\_\_\_\_

Day the Course Meets: \_\_\_\_\_

Date Course Begins: \_\_\_\_\_ Date Course Ends: \_\_\_\_\_

Length of Each Session: \_\_\_\_\_

Requirements of Course:

Regular Attendance: \_\_\_\_\_

Assignment: \_\_\_\_\_

Examinations: \_\_\_\_\_

Fee for Course: \_\_\_\_\_

(In-Service) or (Graduate Credit): \_\_\_\_\_

Describe how this course will improve specific skills within the responsibility of your teaching assignment: \_\_\_\_\_

\_\_\_\_\_

Copy of Course Description Attached: \_\_\_\_\_

\*\*\*\*\*

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

\_\_\_\_\_  
Superintendent or Superintendent's Designee

\_\_\_\_\_  
Date Approved

Send to: Assistant Superintendent for Human Resources

APPENDIX D-3

**NORTH BABYLON UNION FREE SCHOOL DISTRICT**

RECORD OF PROFESSIONAL ADVANCEMENT

Name \_\_\_\_\_

Address \_\_\_\_\_

School \_\_\_\_\_

Present Step & Salary \_\_\_\_\_

Expected Step & Salary \_\_\_\_\_

College	Course Number	Title	Credits	Date Course Ends	Date Credits Approved per Transcript Received	Date Degree Granted

COMPLETE IN TRIPLICATE

Send to: Superintendent of Schools

**APPENDIX E-1**

**PHILOSOPHY OF SUPERVISION**

Supervision is a process whereby supervisors assist teacher to fulfill their roles optimally. The primary purpose of supervision is to improve instruction. By its nature, supervision involves the comparison of desired outcomes with actual outcomes and the formulation of judgments of the performance of individuals based upon certain criteria. By their nature, such criteria lend themselves to subjective interpretation. Similarly, the judgment aspect of supervision is based upon the perceptions of the supervisor and thus may also encompass a degree of subjectivity. Therefore, effective supervision is fostered when the supervisory process generates positive mutual interaction between supervisor and teacher. Such positive interaction results when the style of supervision is perceived as democratic by those who are supervised, where the climate of the school is open, and where a spirit of mutual trust prevails. When such conditions exist, in addition to improving instruction, the supervisory process will also insure that all of the rights of teachers and all of the rights of the school districts, as provided by law, are preserved.

The achievement of these conditions requires that each teacher and supervisor recognize and observe the following:

“Acceptable performance by teachers implies the recognition of and acceptance of responsibilities for many duties other than classroom instruction in satisfactorily fulfilling their total role. Among these responsibilities are planning record-keeping, maintaining good public and human relations, evaluating students, and open-mindedness and cooperation in their dealings with all colleagues.”

“The role of the supervisor is to assist the teacher in improving instruction. Such improvement may be achieved through observation, feedback, pre and post observation conferences, demonstration of effective techniques and demonstration of new methods of teaching. These are effective means of fostering positive mutual interaction between the supervisor and the teacher and of establishing desired outcomes and goals of instruction. Also effective is the encouragement of personal growth through self- evaluation by means of video tape, inter-visitations and observations of the other teachers.”

“The observation report, as a formal instrument of communication, provides a record that communication has occurred. Sole reliance on this formal instrument is, however, insufficient as a means of achieving the kind of open, two-way communication necessary for effective supervision.”

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**APPENDIX E-2**

**POLICIES PERTAINING TO OBSERVATIONS AND EVALUATIONS**

1. Observations may be made with or without advance notice to the teacher.
2. The District’s Professional Observation Form is to be used primarily by Chairpersons, Coordinators, Directors, Assistant Principals, Principals and Central Office Administration.
3. As a minimum, probationary teachers will be observed and Professional Observation Report will be submitted according to the following schedule:

	<u>1<sup>st</sup> Semester</u>	<u>2<sup>nd</sup> Semester</u>
1 <sup>st</sup> year teachers	2	2
2 <sup>nd</sup> year teachers	2	2
3 <sup>rd</sup> year teachers	2	2
4. There may or may not be a formal observation required of tenure teachers. However, an evaluation report for each tenure teacher will be submitted each year. The evaluation for tenure teachers may be written in narrative form covering the same general areas as on Appendix E-4.
5. The annual Evaluation Report will be written and submitted by the principal only.
6. In the event of a difference of opinion between a principal and other observers designated by administration, such difference will be noted on the written evaluation report.
7. The annual written Evaluation Report of probationary teachers by the Principal will be reviewed with the individual Chairperson, Director or Coordinator.
8. The annual Evaluation Report, written by Principals, will be reviewed with the individual teacher, signed by both the teacher and the Principal and sent to the Assistant Superintendent of School’s office.
9. On the secondary level, in those subject areas where there is only one supervisor for the district, he or she will have the responsibility to observe and submit the Professional Observation Report for all members of his/her department as outlined in #3 above. On the District level, Directors in the District or building administrators will assume the responsibility to observe and submit said report for both elementary and secondary levels, as outline in #3 above.

**NORTH BABYLON UNION FREE SCHOOL DISTRICT**

North Babylon, New York

Professional Observation Report

Teacher Observed \_\_\_\_\_ Date/Time of Observation \_\_\_\_\_

Subject \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Directions: Please check the appropriate rating in the space provided.

**I. PERSONAL QUALITIES**

	D. N. A. or N. C. T. O.	U.	S.	N.	Comments
a) Appearance					
b) Voice					
c) Speech					
d) Poise					

Comments

**II. CLASSROOM MANAGEMENT**

a) Punctuality					
b) Appearance of Room					
c) Student Control					
d) Roll Book					

Comments:

**III. PLAN OF LESSON**

a) Preparation					
b) Purpose					
c) Organization & Method					
d) Use of Teaching Materials					
e) Class Assignment					

Comments:

Symbols: N.C.T.O. - No Chance to Observe  
U. - Unsatisfactory

S. - Satisfactory

D. N. A. - Does Not Apply  
N. - Needs Improvement

TEACHER'S COPY - WHITE

OBSERVER'S COPY - YELLOW

PRINCIPAL'S COPY - PINK

**APPENDIX E-3**

<u>IV. PRESENTATION OF LESSON</u>	D. N. A. or N. C. T. O.	U.	S.	N.	Comments
a) Skillful Use of Time					
b) Teaching Techniques					
c) Mastery of Subject Matter					
d) Motivation					
e) Student Participation					
f) Attention to Individual Student Needs					
g) Achievement of Purpose					

Comments:

V. GENERAL COMMENTS AND SUGGESTIONS

Observed by \_\_\_\_\_  
(Signature)

Report Discussed \_\_\_\_\_  
(Teacher's Signature)

\_\_\_\_\_  
(Date)

Reviewed by Principal \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

TEACHER'S COPY – WHITE

OBSERVER'S COPY – YELLOW

PRINCIPAL'S COPY - PINK

**APPENDIX E-4**

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
NORTH BABYLON, N.Y. 11703

Probationary Teacher Evaluation

Teacher \_\_\_\_\_ School \_\_\_\_\_  
 Position \_\_\_\_\_ Years of Teaching in NB \_\_\_\_\_ years  
 Length of time in Present Position \_\_\_\_\_ years

Personal Qualities	S	N	U	Comments including NCTO/DNA
Appearance				
Voice				
Speech				
Poise				
Mental Alertness				
Sense of Humor				
Initiative				
Resourcefulness				
Dependability				
Leadership				
Seeks Suggestions for improvement				
Profits from suggestions and recommendations				
Engages in Reflective and Responsive Practice				

Comments:

Symbols:      Satisfactory      Needs Improvement      Unsatisfactory  
                     No Chance to Observe      Does Not Apply

Probationary Teacher Evaluation

<b>Professional Responsibilities</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>Comments including NCTO/DNA</b>
Active Support of school policies				
Positive effort to cooperate with colleagues and supervisory staff				
Professional attitude and use of confidential and personal information				

Comments:

<b>Attendance</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>Comments including NCTO/DNA</b>
Punctuality				
Record of Attendance				

Comments:

<b>Teaching Skills</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>Comments including NCTO/DNA</b>
Clearness and effectiveness of organization and presentation				
Ability to develop and use good teaching methods				
Uses developmentally appropriate teaching strategies which may include differentiated instruction				
Receptive to new methods and ideas				
Ability to develop meaningful lesson plans that engages students in learning				
Has created a climate for learning				
Mastery of subject matter				
General attitude of students to teacher				
Student progress is monitored through a variety of assessment methods				
Has demonstrated a collaborative relationship with parents/guardians				

Probationary Teacher Evaluation

CERTIFICATION

Type of Certificate \_\_\_\_\_ Number \_\_\_\_\_

Date of Issuance \_\_\_\_\_ Subject/Area \_\_\_\_\_

Problems of Certification and Course of Action:

ADDITIONAL INFORMATION OF PROFESSIONAL VALUE (Co-curricular and extra professional participation and responsibilities)

GENERAL COMMENTS AND RECOMMENDATIONS

Date \_\_\_\_\_  
Principal \_\_\_\_\_

This evaluation was reviewed on \_\_\_\_\_  
(Teacher's Signature)



**APPENDIX F-1**

NORTH BABYLON PUBLIC SCHOOLS  
North Babylon, New York

**REQUEST TO BE EXCUSED FROM ASSIGNED DUTY**

School \_\_\_\_\_ Grade or Subject \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_ Requested Time \_\_\_\_\_

Reason \_\_\_\_\_

\_\_\_\_\_

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

---

**APPENDIX F-2**

NORTH BABYLON PUBLIC SCHOOLS  
North Babylon, New York

**EMERGENCY SUBSTITUTE ASSIGNMENT**

Name \_\_\_\_\_ Assignment \_\_\_\_\_

Date \_\_\_\_\_ Time/Period \_\_\_\_\_

Reason \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Principal's Signature \_\_\_\_\_

COMPLETE IN DUPLICATE (Administrator Copy/Teacher Copy)



**APPENDIX H**

NORTH BABYLON PUBLIC SCHOOLS  
North Babylon, New York

**AUTHORIZATION FOR DUES DEDUCTION**

(Please Print)

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(Last Name)	(First)	(Initial)	(Building)
-------------	---------	-----------	------------

---

(Address)	(Social Security Number)
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To: Board Of Education:

I hereby request and authorize the North Babylon Board of Education to deduct from my salary and transmit to the North Babylon Teachers' Organization dues as certified by said Organization for those professional associations listed below. I wish these dues to be deducted and transmitted in equal installments, beginning with the first full pay period and continuing in successive pay periods.

I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all of its offices and/or employees from any liability therefor.

This authorization shall remain in full force and effect while I am employed in North Babylon, or until revoked by me in writing, between June 1<sup>st</sup> and June 30<sup>th</sup> of any given year. This authorization is subject to the terms and conditions of the contract between the North Babylon Board of Education and the North Babylon Teachers' Organization.

North Babylon Teachers' Organization  
(NSUT, AFT, AFL-CIO)

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

NOTE: Dues are not deductible as a charitable contribution for Federal Income Tax Purposes. Dues may qualify as a business expense and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

APPENDIX H-1

NORTH BABYLON  
UNION FREE SCHOOL DISTRICT

**VOTE/COPE**  
PAYROLL DEDUCTION

I hereby authorize the North Babylon School District to deduct \$2.50 from my bi-weekly paycheck up to a maximum of 20 weeks, \$50.00 and to forward that amount to Vote/Cope, P.O. Box 5190, Albany, New York 12205.

This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to Vote/Cope are not conditions of membership in any labor organization or of employment with the school district and that Vote/Cope will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1 and 15 of any given year.

SS# \_\_\_\_\_ Building: \_\_\_\_\_  
Name \_\_\_\_\_  
(print)  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip \_\_\_\_\_ - \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Contributions to Vote/Cope are not deductible as charitable contributions for federal income tax purposes.

Teacher  
9/07

**APPENDIX I**

**NORTH BABYLON PUBLIC SCHOOLS**

**DESIGNATION OF DEATH BENEFIT BENEFICIARY**

I, \_\_\_\_\_, hereby designate the following person(s):  
(Print Full Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to be the beneficiary of my death benefit in accordance with Article XX Insurance, Section E.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NAMING THE BENEFICIARY**

It is important that your beneficiary designation be clear so that there will be no question as to your meaning.

The following are the most common designations:

- John Doe, Husband (Not Mr. John Doe)
- John Doe, Husband, if living, otherwise to Joseph W. Doe, Son
- John Doe, Husband, if living, otherwise to Jane Doe, Daughter and Joseph W. Doe, Son, in equal shares
- or to the survivor Estate of Insured

If you name more than one beneficiary with unequal shares, please show the amount to be paid to each beneficiary in fractional parts; for example : "1/2 to Mary Jones, Mother and 1/2 to John Johns, Husband".

Please state age and relationship of each beneficiary. If the beneficiary is not related to you either by blood or marriage, insert the words "Not Related", and state address of beneficiary.

This form must be made out in triplicate and the signature must be in ink. Do not erase. If corrections are necessary, line out the error and initial the correction.

Form to be completed in triplicate.

Copy to: Business Office, Personnel File, Employee Copy





**APPENDIX N**

**North Babylon Union Free School District  
Conference Attendance Request**

Bargaining unit members shall use the online form in My Learning Plan.



**APPENDIX O**

NORTH BABYLON UFSD  
North Babylon, New York

**REQUEST FOR PROFESSIONAL VISITATION DAY**

Teacher's Name \_\_\_\_\_

Date of Visit \_\_\_\_\_

Place \_\_\_\_\_

Reason \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved: \_\_\_\_\_  
Principal

\_\_\_\_\_  
Superintendent of Schools

## APPENDIX P

Unless otherwise stated, the word "approved" or any of its variant forms, means with approval of the North Babylon Board of Education.

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## APPENDIX Q-1

### FAIR DISMISSAL LAW

§3031. Procedure when tenure not to be granted at conclusion of probationary period or when services to be discontinued.

Notwithstanding any other provision of this chapter and except in cities having a population of one million or more, boards of education and boards of cooperative educational services shall review all recommendations not to appoint a person on tenure, and teacher employed on probation by any school district or by any board of cooperative educational services, as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued shall, at least thirty days prior to the board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the board meeting at which it is to be considered. Such teacher may, not later than twenty-one days prior to such meeting, request in writing that he be furnished with a written statement giving the reasons for such recommendation and within seven days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the district clerk not later than seven days prior to the date of the board meeting.

This section shall not be construed as modifying existing law with respect to the rights of probationary teachers or the powers and duties of boards of education or boards of cooperative educational services, with respect to the discontinuance of services of teachers or appointments on tenure of teachers.

Added L. 1972, c 866, §1  
Effective Date. Section 1 of L.  
1972, c. 866 provided that this  
section is effective July 1, 1972.

**APPENDIX Q-2**



**NORTH BABYLON UNION FREE SCHOOL DISTRICT**  
**Coaching Evaluation**

COACH:      DATE:      SPORT/SEASON:      LEVEL

Scale: 1-Unacceptable   2-Needs Improvement   3- Average   4-Above Avg   5-Excellent

Area of Evaluation/Rating (1-5)	1	2	3	4	5	n/a
<b>INSTRUCTION</b>						
Knowledge of sport and effectiveness of teaching sport skills and strategies at this level						
Practice planning and organization						
Leadership qualities through motivation, sportsmanship, values, coaching conduct and player expectations						
Safety - health and welfare of the athletes						
Knowledge of sport, school and Section XI rules						

Comments:

<b>COMMUNICATION</b>						
Coach - Athlete Rapport/Interaction with Athletes						
Keeps Athletic Director apprised of current issues						
Parent Interaction and involvement						

Comments:

## APPENDIX R

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To expedite the reproduction of this contract, the parties have agreed that the use of "he" or "his" shall also mean "she" or "her" to conform, where applicable, with the prevailing non-discriminatory policies of the parties hereto.

**APPENDIX S**

**NORTH BABYLON UNION FREE SCHOOL DISTRICT**

North Babylon, New York

**DECLINATION OF HEALTH AND/OR DENTAL/VISION BENEFITS**

(Please Print)

(Last Name)	(First Name)	(Middle Initial)	(Building)
(Address)	(Social Security No.)		
(Phone #)	(Date of Employment)		

TO: Board of Education

Pursuant to Article XX, Section C of the Agreement, I hereby decline the following:  
(Check one or both)

**HEALTH BENEFIT**

**DENTAL/VISION BENEFIT**

This is to be effective the first day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Month)

In consideration of this, the sum of \$550 for health benefits and \$150 for dental/vision benefits will be made payable to me by the District no later than June 30th of each year.  
(Less than a full year of eligibility will be pro-rated)

This declination shall remain in full force and effect while employed in North Babylon unless revoked by me in writing. This declination is subject to the terms and conditions of Article XX, Section C of the contract between the North Babylon Board of Education and the North Babylon Teachers' Organization.

North Babylon Teachers' Organization  
(NYSUT, AFT, AFL-CIO)

\_\_\_\_\_  
(Signature) (Date)

## APPENDIX S-1

THIS APPENDIX provides the terms and conditions of Non-Elective Employer contributions to Employee 403 (b) accounts \_\_\_\_\_, 2003.

1. **No Cash Options.** No employee may receive cash in lieu of or as an alternative to any of Employer's Non-elective contribution described herein.
2. **Contribution Limitation.** In any applicable year the maximum Employer Contribution shall not cause an employee's 403 (b) account to exceed the applicable contribution limit under Section 415 (1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403 (b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403 (b) (3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the first pay period of December following retirement.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

The Employers shall first make an Employers Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution.

3. **403(b) Accounts.** Upon receipt from the Employer of its payroll and withholding information detailing the amount of each eligible employee's 403 (b) elective contribution and each employee's includible compensation, Third Party 403(B) Provider will provide the calculation of the amount of the Employer Non-elective contribution under this APPENDIX for each such employee in order that that Contribution Limits under Section 415 (c) of the Code are not exceeded. The Employer Non-Elective contributions shall be deposited, in the name of the employee, with the third Party 403 (B) Provider upon the Employer. Each affected employee shall then choose to either keep the Employer Non-Elective Contribution with Third Party 403 (B) Provider or to transfer it to their employee's designated 403 (b) Provider.
4. **Tier I Adjustments.** Tier I members with membership dates prior to June 17, 1971, the Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teacher's Retirement System.

### HOLD HARMLESS AGREEMENT

WHEREAS, the Board of Education of the North Babylon Union Free School District (the "Employer") has negotiated with its Employees' collective bargaining representative for a program (the "Program") in accordance with the provisions of Section 403 (b) the United States Internal Revenue Code of 1986, as amended ("Code") which permits the making of participant elective deferrals, to the extent the participant is employed by the Employer, and employer non-elective contributions,

WHEREAS, the Employees' collective bargaining representative and the Employer has memorialized the terms and conditions of the Program by entering into a Memorandum of Agreement or applicable contractual language,

WHEREAS, the Employer wishes to make employer non-elective contributions pursuant to the Program, including possible retirement related and post-retirement non-elective contributions, as permitted by the Code for eligible Employees, and

WHEREAS, Third Party 403 (B) Provider (the "Company") has offered to provide a tax deferred annuity contract intended to satisfy the requirements of Code Section 403 (b) for purchase by the Employer on behalf of eligible Employee for the Program.

IT IS AGREED AS FOLLOWS (THE "AGREEMENT"):

1. The Company shall provide for purchase by the Employer an annuity contract that meets the definition of an "annuity contract" pursuant to the provisions of Code Section 403 (b) and any pertinent federal laws relating to the purchase of such annuity contract(s). Such annuity contract shall be available for purchase by the Employer for any Employee, whose eligibility has been determined by the Employer and who participates in the Program.
2. Except as limited by the annuity contract and applicable law, the Company, its agents and representative shall comply with all pertinent written directive of the Employer regarding the solicitation and enrollment of employees and the purchase of the annuity contract.
3. The Company warrants that it shall perform its duties as the issuer of the annuity contract in a careful, diligent and professional manner and that it will promptly correct any and all errors made by the Company unless such error was a result of the Company's reliance on any information or omission of information provided by the Employer, the Employee, or an authorized representative of either of the foregoing.
4. The Company shall hold harmless and indemnify the employer, its agents, officers and Employees when acting on behalf of the Employer, from every claim and demand to the proportionate extent that it results from either: (a) the Employer's reliance upon the Company's representations (which representations are hereby made by the Company to the Employer) that the Program as designed is in accord with the current applicable Internal Revenue Code provisions, rules, regulations and Private Letter Ruling, or (b) the negligence or wrongdoing of the Company or any of its representative acting in that capacity, which may be made by reason of any employer non-elective contribution made by the Employer on behalf of any eligible Employee pursuant to the terms of the Program.

5. With the exception of any maximum allowable contribution calculations calculated on the basis of inaccurate or inappropriate information provided by the Employer or the Employee, the Company shall hold harmless and indemnify the Employer, its agents, officers and Employees, from every claim and demand for penalties (including penalties based on State and/or Federal withholding taxes otherwise due) and interest, including reasonable attorney's fees, which may be made by reason of a challenge to the maximum allowable contribution calculation computed by the Company at the direction of either the Employee or the Employer for any Employee participating in the Program. The Company's obligation to indemnify and hold the Employer harmless under this Paragraph 5 is not conditioned upon and shall not require a showing of the Company's negligence or wrongdoing.
6. In performing the maximum allowable contribution calculations in connection with the Program, the Company may rely on information provided by the Employer and Employee. This information shall include but not be limited to whether the nature of the contributions to their Program are elective or non-elective employer contributions, the Employee's elective deferrals to all eligible plans (whether or not sponsored by the employer) in that tax year pursuant to Code Section 402 (g) and the Employee's includible compensation as defined under Code Sections 403 (b) (3) and 415 (c).
7. Anything in this agreement to the contrary notwithstanding, the Company shall neither hold harmless nor indemnify the Employer, its officers, agents or Employees from any claim and demand based upon the negligence, fraud or wrongdoing of the Employer, its officers, agents or Employees, nor from any situation where the claim or demand is due to the failure of the Employer to properly discharge its obligations or comply with the provisions under the Memorandum of Agreement or applicable contractual language which memorialized the terms and conditions of the Program between the Employer and the Employee's collective bargaining representative.
8. The Company, at its own cost and expense and as allowed by law, shall hold harmless and indemnify the employer by defending any legal proceeding brought against the Employer and/or satisfying any federal and New York State income tax assessment, interest and penalties, and any legal judgment rendered against the Employer based on any claim or demand allowed under this Agreement as described above. Any liability of the Company under any provision of this Agreement to hold harmless and indemnify the Employer is subject to discharge by the Employer of the conditions precedent that the Employer shall immediately notify the Company in writing within thirty (3) days upon receipt of any such claim or demand and shall permit the Company, as its option, to direct the defense against such claim or demand. It is understood that the Company's liability hereunder shall be limited to actual damage only.
9. The Company reserves the right, upon sixty (60) days' written notice to the Employer to terminate serving as the 403 (b) provider and to simultaneously terminate this Agreement. Such termination shall in no matter affect any liability of the Company incurred under this agreement for acts taken prior to the effective date of such termination.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Officer for Company  
Title:  
Print Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Officer for Employer  
Title:  
Print Name:

**APPENDIX T**

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

**VERIFICATION OF ENTITLEMENT OF SPOUSE AND/OR SURVIVOR'S  
HEALTH AND DENTAL COVERAGE**

\_\_\_\_\_  
(Last Name) (First) (Middle Initial)

\_\_\_\_\_  
(Address) (Social Security No.)

TO: BOARD OF EDUCATION

Pursuant to Article XX, Section C, of the Agreement, I hereby affirm the following:

Spouse answers questions 1, 2 & 3

Dependent(s) answers questions 1, 3 & 4

1. Employed and eligible for any group plan?

Yes

No

If yes, \_\_\_\_\_

Date

2. Remarried?

Yes

No

If yes, \_\_\_\_\_

Date of Remarriage

3. Disabled?

Yes

No

If no, \_\_\_\_\_

Date first day  
reemployable

4. Dependent enrolled as a full-time student under 25 years of age and  
unmarried?

Yes

No

If no, \_\_\_\_\_

Date schooling ended  
or

\_\_\_\_\_  
Date of marriage

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public





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