

# **AGREEMENT**

**- between -**

**MANHASSET UNION FREE SCHOOL  
DISTRICT**

**- and -**

**MANHASSET EDUCATION ASSOCIATION**

**July 1, 2021 - June 30, 2024**



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AGREEMENT between MANHASSET UNION FREE SCHOOL DISTRICT, Town of North Hempstead, Nassau County, New York, and the MANHASSET EDUCATION ASSOCIATION, made this 17 day of February, 2023.

**ARTICLE I - PROFESSIONAL NEGOTIATIONS**

1.01 Preamble

To provide the best education for the students of Manhasset, the Board of Education of the Manhasset Union Free School District and the Manhasset Education Association join in recognizing the important role the professional staff plays in the development of sound educational policy.

1.02 Definitions

As used herein:

A. "Teacher" means a member of the negotiating unit defined below, including teachers employed on a regular basis for less than a full schedule, and paid pro rata.

B. "Certified" refers to both permanent and provisional certificates including those approved on an emergency basis.

C. "Board" means the Board of Education of the Manhasset Union Free School District, Nassau County, New York.

D. "Association" means the Manhasset Education Association.

1.03 Appropriate Unit

The appropriate employer-employee negotiating unit in accordance with Article 14 of the Civil Service Law to which the Agreement applies consists of all certified personnel, including all regularly employed part- or full-time classroom teachers, counselors, school psychologists, library/media specialists, special teachers, (except as otherwise provided below), but excluding teacher assistants and all personnel having supervisory duties, namely the Superintendent, the Assistant Superintendents, Principals, Associate and Assistant Principals, Administrative Assistants, Directors and Coordinators and all other District employees.

1.04 Priority of Agreement

A. The Association recognizes that under the law, the Board of Education has the final responsibility for establishing policies for the District consistent with the Laws of the State of New York and for their administration.

B. Any agreement reached through the negotiations process provided by Civil Service Law shall be binding upon both parties for the duration of the Agreement, except when such agreements are in conflict with the law.

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

D. This Agreement will supersede any rules, regulations or practices of the Board and/or Administration which will be contrary to or inconsistent with its express terms.

#### 1.05 Purposes

Both the Board and the Association recognize that the education of children is their mutual paramount consideration and that the education of children should be a continual process without interruption. The Association affirms that it will abide by Section 210 of the Public Employees' Fair Employment Act and the Laws of the State of New York in general.

#### 1.06 Professional Personnel

A. In the development of rules, regulations and arrangements for the operation of the school system, the Superintendent shall include at the planning stage whenever feasible those employees who will be affected by such provisions.

B. The Superintendent shall evolve with the employees' channels for the ready inter-communication of ideas and feelings regarding the operation of the schools. He/she shall weigh with care the counsel given by employees, especially that given by groups designated to represent large segments of the staff, and shall inform the Board of all such counsel in presenting reports of administrative action and in presenting recommendations for Board action.

#### 1.07 Validity of Provision

If any provision of the Agreement is or becomes invalid or legally unenforceable, all other provisions of the Agreement shall nevertheless continue in full force and effect, and the parties will meet forthwith upon request to negotiate substitute terms for such invalid or unenforceable provisions.

1.08 Maintenance of Standards

Salaries and conditions of employment as defined in Article 14 of the Civil Service Law in effect prior to the Agreement and not covered by this Agreement will not be reduced without good cause during the term of this Agreement.

1.09 Areas of Negotiations

The representatives of the Association and the Board shall meet for the purpose of reaching mutually satisfactory agreements on any matter affecting the terms and conditions of employment, pursuant to Article 14 of the Civil Service Law.

1.10 Information

The Board and the Association shall, within reason, make available to each other recommendations, data, and information in their possession which are directly pertinent to a topic under negotiation.

**ARTICLE II - STATUS, RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

2.01 Association Time

A. Duly designated representatives of the Association shall be free to transact official Association business directly related to the administration of the Agreement on school property during the school day, providing there is no interference or conflict with assigned teacher responsibilities and duties.

B. When the President of the Association is a classroom teacher, the Building Principal, upon request, will excuse the teacher from assigned duties in order to attend to emergency and unforeseen Association matters. Should scheduling conflicts exist, the Building Principal will arrange for release from assignment as soon as possible thereafter. In developing the teaching schedule of the President-elect prior to the opening of the school year, the Building Principal shall schedule the President for no more than fifteen (15) teaching periods per week and no duties.

C. In developing the teacher's schedule for the Vice President of Negotiations the building principal shall not schedule the Vice President of Negotiations for a Duty period.

2.02 Association Communication

The Association may post notices of its legitimate activities on a faculty bulletin board in each school building. The Association may use the District mail service and teacher mailboxes for communications to teachers.

### 2.03 School Facilities

Subject to reasonable procedural requirements, the Association and its representatives are entitled to use school buildings for meetings and shall have access to District typewriters, duplicating machines, audio-visual equipment and computer time. All extra costs incurred in the operation and use of consumable items and equipment will be defrayed by the Association.

### 2.04 Right of Representation

Teachers shall have the right to be represented by the Association to negotiate collectively with the District in the determination of their terms and conditions of employment, and the administration of grievances arising hereunder.

### 2.05 Dues Deductions

A. Subject to reasonable procedural requirements, teachers may sign and deliver to the District assignments authorizing deduction of membership dues and assessments of the Association and the organization with which the Association is associated or affiliated. The Association agrees to hold the Board harmless against claims arising out of the deductions and/or transmittal of dues where there is a final adjudication by a court or arbitrator or by PERB that said dues should not have been deducted and/or transmitted by the Association.

B. Unit members seeking to withdraw from the Association must notify the Association of the same. The dues deduction authorization shall remain in effect until no later than the second payroll following the Board's receipt of written notice from the Association advising the Board to cease deducting dues from the unit members.

### 2.06 Records and Reports

A. When a teacher is hired, promoted or transferred into or within a position listed in the Teachers' Salary Guide, the District will notify the Association in writing, giving name, address, position, rate of pay, certification status and assignment by November 1 of each year.

B. The District will notify the Association of the hire and starting date, building assignment, and job title of all new unit members within fifteen days of being employed, and the Association President or designee will be granted a reasonable amount of time to meet with the member (not to exceed one hour), provided that such meeting shall be scheduled in consultation with the appropriate supervisor.



C. The Association shall certify to the District the names of its authorized representatives (and their alternates, if designated) and the District shall recognize no others.

### **ARTICLE III - TEACHERS' BENEFITS AND RESPONSIBILITIES**

#### **3.01 Curriculum Development**

Recognizing the important role the professional staff plays in the development of education policy, the Board agrees to give full professional consideration and study to proposals and suggestions for improvements in curriculum, staff development, and teaching methods and facilities received from the teaching staff. When a proposal endorsed by the Association is submitted to the Board's representatives, this proposal will be reviewed and a written reaction will be forwarded to the President of the Association.

#### **3.02 Supervision**

A. All classroom teachers, all special instructional personnel, and all special non-instructional personnel assigned to a school will be primarily responsible to the principal of that school. Special personnel who are assigned to more than one (1) school will be primarily responsible to the principal of the school in which they are working at a particular time. Appropriate central office personnel will be available to discuss any problems which may arise with persons who work in more than one (1) school.

B. In the event that the District's current organizational chart and lines of responsibility are revised by the Superintendent, he/she shall do so after written notice of such change to the personnel involved and the Association.

C. A teacher will have the right to have an Association member present at any meeting involving disciplinary proceedings.

#### **3.03 Transfers and Advancements**

A. Prior to the establishment of a new position or significant restructuring of a present position or positions, at least seven (7) calendar days' notice will be given to the President of the Association or his/her designated representative except when it is not practical to provide such notice, such as during the summer. No vacancy or new position in the administrative or teaching capacity in the District, whether or not within the bargaining unit, will be filled until the President of the Association or his/her designated representative has been given adequate notice of such vacancy and opportunity given for teachers to make application for such vacancy. Notice of such vacancy

shall contain the basic requirements for consideration of the position. If such requirements are subsequently changed, adequate notice of the change shall be made simultaneously to the President of the Association and to all candidates.

B. Involuntary transfers shall be made after prior notice and the opportunity for the teacher involved to consult with the Superintendent.

#### 3.04 Professional Assistance

It shall be the responsibility of the District to relieve the professional teaching staff of non-teaching assignments and clerical duties to the extent consistent with sound educational practice and available financial and personnel resources. The necessary supporting assistance will be provided to assure such relief.

#### 3.05 Non-teaching Duties

A. New (i.e., not heretofore required) permanent non-teaching duties or responsibilities shall be added to the existing professional obligations of the teaching staff only after submission with prior notice to the Association through existing channels to the appropriate faculty group. In the event agreement is not reached by the faculty group concerned, the matter may be submitted for negotiation. Such negotiation, if needed, shall take place as soon as possible in order to implement whatever agreement is reached.

B. Teachers shall be employed for supervision of the secondary school cafeteria during lunch periods. They shall receive compensation as listed in Schedule C. In the event volunteers are not forthcoming, supervision shall be assigned on a rotating basis with compensation.

#### 3.06 Personnel Files

An Official Personnel File will be maintained in the Superintendent's Office for each teacher in the District. This file will be divided into two (2) sections. One section will contain confidential information received from school placement offices, previous employers or other references. The second section will contain all other material to be included in the Official File, such as official evaluations and correspondence from members of the community.

This second section will be subject to review and response by the teacher involved. No material adverse to a teacher will be placed in the second section of the Official File unless the teacher has prior notice thereof. Any response filed by a teacher after reviewing same must also be

included in the file, but no implication of any kind shall be drawn from failure to make such response. When a teacher requests a review of his/her Official File, such review will, under normal conditions, take place within a period of ten (10) days. Subject to reasonable procedural requirements, a teacher shall have the right to review his/her Official File during the normal school day and to request a copy of any document in the file.

3.07 Teacher Supervision and Evaluation

All individuals covered by this contract may be formally evaluated annually, in accordance with the procedures affixed to this contract as Schedule E, except as provided herein.

3.08 Service Credit - Military Service

Credit on the salary schedule for military service shall be given to all teachers, including present teachers, for the length of such service, up to a maximum of three (3) years, with additional credit for longer military service that has specific professional value to be granted at the discretion of the Board of Education, upon the Superintendent's favorable recommendation.

3.09 Workshop Attendance

A. When a workshop program has been approved by the Superintendent or his/her designee for service credit on the salary schedule, such credit will be given to all teachers completing that workshop. There shall be no limitation or quota with respect to such credits in the attainment of any salary step on the teacher's salary guide.

The full cost of workshops operated and provided by the District shall be paid by the School District.

Notice shall be given to each member of each workshop specifying credit given and the current status of salary credits within forty-five (45) working days of the completion of a workshop.

B. Whenever District-mandated programs involve training that takes place at times other than the regular school day, each participating teacher will be given the option of receiving in-service salary guide credit or fifty dollars and fifty-two cents (\$50.52) per hour in the 2021-2022 school year, fifty-one dollars and sixty-six cents (\$51.66) per hour in the 2022-2023 school year, and fifty-two dollars and eighteen cents (\$52.18) per hour in the 2023-2024 school year.

C. Participation in approved Teacher Resource Center sponsored workshops will carry one (1) TRC credit for each hour of participation. Fifteen (15) such credits will be equivalent to one (1) salary guide credit on all salary columns.

### 3.10 Defense and Indemnity

The Board of Education shall save harmless and protect all teachers from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided such teacher at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of such Board of Education.

Further, the Board of Education shall provide an attorney or attorneys and pay for such attorney's fees and expense necessarily incurred in the defense of a teacher in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his/her duties within the scope of his/her employment, provided the teacher shall within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy thereof to the Board of Education.

The Board will make available its attorney for consultation with a teacher who has been assaulted.

The District shall reimburse teachers for damages to personal property, excluding automobiles, incurred in a physical altercation while the teacher was acting in the discharge of his/her duties within the scope of his/her employment up to a maximum of Six Hundred and Thirty-one Dollars and fifty-four cents (\$631.54) per teacher per incident.

### 3.11 Calendar

A. The school calendar shall provide for one-hundred eighty-five (185) workdays for teachers, at least one hundred eighty-one (181) but no more than one-hundred eighty-three (183) of which shall be instruction days for pupils.

The yearly calendar shall be developed jointly by a representative of the MEA and a representative of the Superintendent. This calendar committee will recommend how the two (2) additional days in the calendar for each year shall be used. They may be used for instruction, in-service training, parent conferences and/or a Superintendent's conference day. If the representatives

are unable to agree on a calendar by April 15 of the prior school year, the Superintendent shall develop the calendar, which shall not be subject to grievance and arbitration.

One (1) of the days may be a parent contact day starting at 6:00 p.m. and extending until 9:00 p.m. In this event, parents may make appointments to confer with individual teachers. Teachers would not be required to be in school until 6:00 p.m.

One (1) Superintendent's Conference Day shall be scheduled after April 15 and will become a teaching day if a day is lost due to inclement weather.

B. The first day and last two (2) days of school shall be half days for elementary school students. The last day shall be a half day for teachers.

C. The District may designate one (1) or two (2) full days per school year, at least one (1) of which shall be in the fall semester, for elementary school parent conferences.

D. Special Education teachers who have eighteen (18) or more children classified as handicapped students will have two (2) days' release time to carry out state-mandated and other duties.

E. Newly hired teachers subject to the February 2004 Commissioner's Regulations on in-service responsibilities, 8 NYCRR 80-3.6, shall attend up to three (3) pre-school year orientation/professional development days. Second year teachers shall have a separate orientation/professional development program of up to two pre-school year orientation/professional development days.

### 3.12 Supporting Professional Personnel

Recognizing the importance of supporting professional services for the learning process, every effort will be made to provide personnel such as reading and speech specialists, guidance counselors, psychologists, special subject teachers and other specialists.

Proposals can be made by the teaching staff for the addition of supporting professional services personnel through existing professional channels as outlined elsewhere in this contract.

### 3.13 Central Register

A system of central attendance keeping will be continued on a uniform basis for all schools.

### 3.14 Class Size

The Board and the Association agree that moderate class sizes tend to produce teaching loads that enable teachers to be more effective. Therefore, reasonable effort will be made to maintain classes at the average of each range listed below, and not to exceed the class size maximums listed below.

#### Elementary - Grades K-6

Kindergarten	18-22
Grades 1 through 3	22-28
Grades 4-6	22-29
Physical Education	25-38
Other Classes	22-34*
Band, Orchestra, Chorus	no limit

\*Periodically, two (2) or more classes may be combined.

#### Secondary - Grades 7-12

All subjects	22-32
with the exception of:	
Driver Education - lecture	35-45*
road work	4
Typing	32-38
Home & Careers, Technology	16-24
Laboratory Science	20-28
Physical Education (Middle School)	25-40
Physical Education (High School)	25-45
Band, Orchestra, Chorus	no limit
Modified Classes	12-18
Computer	15-18

\*Periodically, two (2) or more classes may be combined.

However, it is agreed that the above may not apply to other innovative programs that call for special class sizes and patterns. Any changes in class size resulting from such innovative programs will be made only after consultation with the teachers involved.

### 3.15 Teaching Load

A. The District will make every reasonable effort to insure equitable distribution in the assignment of classes and other duties.

B. 1. The secondary school teacher week shall average thirty (30) assigned periods of which no more than twenty-five (25) may be assigned as classroom teaching periods and no more than five (5) may be assigned as non-teaching duty periods. It is understood that teaching duties such as supervision of media rooms, learning centers, remedial and enrichment education, team planning time, and other related activities may be substituted for non-teaching duty periods.

2. No more than four (4) consecutive duty periods shall be assigned to a teacher.

3. The teacher daily student load in the academic subjects shall not exceed one hundred forty (140), except in General Science where the daily student load shall not exceed one hundred thirty-five (135).

4. Teachers with four or more academic preparations will be assigned a maximum of twenty-five (25) periods per week.

C. 1. Teachers in grades K-6 will receive an average of five (5) preparation periods per week. The length of time of these preparation periods shall correspond to the length of time provided for instruction by specials, and to the extent it is possible to do so, the intent is to equalize those preparation periods to one (1) per day.

2. While the Interdisciplinary Team Program remains in effect in sixth grade, the District shall designate one (1) additional parent conference day for fifth and sixth grade teachers, which shall be used for additional parent conferences, team planning time, additional preparation time, and additional team time to consult with guidance counselors and other specialists. If the District implements a middle school program for the fifth or sixth grade, terms and conditions of employment for such teachers shall be subject to a negotiations reopener.

D. Elementary school teachers will have a break of ten (10) minutes after three (3) consecutive hours of supervision of students.

E. Whenever the District is unable to provide such preparation periods in the elementary schools or, subject to Article 3.17(B), if a teacher substitutes for another in the secondary school, the District shall compensate teachers at the rate of forty-six dollars and twenty-one cents (\$46.21) per period for each such period missed in the 2021-2022 school year, forty-six dollars and sixty-seven cents (\$46.67) per period for each such period missed in the 2022-2023 school year, and forty-seven dollars and fourteen cents (\$47.14) per period for each such period missed in the 2023-2024 school year. In the case of elementary teachers, the rate in effect each applicable year is applicable when a teacher misses a preparation period in order to cover the class of an absent colleague. In the case of secondary teachers, the rate in effect each applicable year is applicable when a teacher misses a preparation, lunch or professional period in order to cover the class of an absent colleague. Teachers will not be compensated for prep time lost while on field trips or other legitimate released time activities.

F. The length of the elementary school lunch period, which is duty free, shall be fifty (50) minutes.

### 3.16 Administrators

Any tenured teacher who accepts a probationary appointment as an Administrator shall be given a leave of absence from his or her tenured teaching position for the duration of his/her probationary period, with the understanding that he/she can return to teaching at the District's or his/her option, at the beginning of any school year or the expiration of the leave of absence.

### 3.17 Teacher Responsibilities

A. It is understood that many teachers' responsibilities are not limited to hours on school premises. It is also understood that teachers will be on premises as reasonably necessary before and after the school day to meet their professional responsibilities. Teachers are expected to respond and assist in the control and supervision of students when problems arise at any time when the teacher is on school property or on a field assignment.

B. The MEA will encourage its members to cooperate with Administrators for emergency coverage of classes within their department. No member will be expected to cover more than two (2) such classes during the year without additional compensation as provided in Article



3.15(E). Teachers who volunteer to cover more than two (2) such classes, or who cover classes outside their department or in non-emergencies shall be paid as provided in Article 3.15(E). Emergency coverage will be defined as that needed for teachers who will be absent for two (2) periods or fewer.

C. Regular elementary classroom instruction time shall be six (6) hours twenty-three (23) minutes in grades 1 and 2, and six (6) hours twenty-eight (28) minutes in grades 3 through 6. The total teacher day for all elementary teachers shall be six (6) hours and forty (40) minutes, from not earlier than 8:00 a.m. to not later than 3:30 p.m., except as provided in Section 3.17(F).

Student dismissal time for grades 1 and 2 shall be five (5) minutes earlier than for students in grades 3 through 6. Teachers in grades 1 and 2 will receive the same average preparation time per week as do teachers in grades 3 through 6 in the same school. The provisions of this paragraph concerning grades 1 and 2 shall also apply to Kindergarten should the District adopt a full day Kindergarten plan.

D. The normal secondary school teacher day shall be seven (7) hours, from not earlier than 7:30 a.m. to not later than 3:30 p.m., including a five (5) minute extension to period one for attendance taking and other activities, with the exception of some special classes such as Driver Education and the Marching Band.

E. Secondary teachers may be assigned a schedule that begins up to 45 minutes before the regularly scheduled school day or ends up to 45 minutes after the regularly scheduled school day ends. In no case will a schedule be created that exceeds the length of the school day already agreed to in Section 3.17(D). In the event that such a schedule becomes necessary, volunteers will be sought first, and only if no appropriate volunteer exists will this schedule be assigned to a teacher.

F. Notwithstanding the provisions of Articles 3.17(C) and (D), guidance counselors, library media specialists, psychologists and social workers may be assigned, without increasing the length of their total teacher day of 6 hours 40 minutes on the elementary level or 7 hours on the secondary level, to work a flexible schedule. Implementation of the schedules shall occur following consultation and agreement, which shall not be unreasonably withheld, among the affected employees and/or a representative of the MEA and the District. These schedules may commence not earlier than 7:00 a.m. and end not later than 5:00 p.m. or, on not more than two

occasions per month, 7:00 p.m. Where possible, notice of the following semester's flexible schedules shall be provided by the District by not later than June 15 for the fall and November 15 for the spring semester. Other modifications to the adopted schedule may be made on consent of the District, teacher and Association.

G. In the elementary schools, there shall normally be no more than two (2) general faculty meetings per month. Joint elementary school full (K-6) faculty meetings will be held only after the District has notified the MEA of its intent to do so and the MEA has agreed to the meeting. The MEA's consent to holding the meeting shall not be unreasonably withheld. The burden of proof shall be upon the MEA to demonstrate the reasonableness of its refusal to agree to the District's request. This shall not preclude emergency meetings on dates not previously published, upon notification to the Union. With the exception of one (1) school week each month, the first school day of each week shall be the day for meetings. Meetings other than general faculty meetings can be held on such days. On the last school day of each month (except June), the building administration will publish and distribute an agenda for the next month's general faculty meeting(s) (inclusive of topics and personnel whose attendance is required). On the last school day of each week, the building administration will publish and distribute a complete agenda for the meeting scheduled the following week. In the event the published schedule cannot be followed, there will be no meeting. Meetings will begin no later than thirty (30) minutes after the end of the last scheduled class in that building and will continue for no more than one (1) hour unless extended by mutual consent.

H. In the secondary school, with the exception of one (1) school week each month, the first school day of each week will be reserved for faculty, grade level, department meetings, or any other meetings called by the administration. Up to two (2) of these meetings per month may be scheduled for the entire faculty of the school. These meetings will begin no later than thirty (30) minutes after the end of the last scheduled class in that building and will continue for no more than one (1) hour unless extended by mutual consent. The dates of all faculty meetings scheduled to be held in a month shall be published before the beginning of the month (except September). This shall not preclude emergency meetings on dates not previously published upon notification to the Union. An agenda shall be distributed to the staff in advance of all meetings.

I. In the event that a faculty member is unable to attend a regularly scheduled faculty meeting, the Principal of the school will be permitted to require that member to observe a videotape of that meeting (if available) or review written materials that may be available on the topic covered. The review of that material will be completed by the faculty member at a time and place of his/her choosing, but will be completed within one week of the request by the principal.

J. Parent-Teacher Conferences: There will be one (1) evening elementary and secondary level parent-teacher conference which will not exceed three (3) hours, and shall begin no later than 6:00 p.m. Said conference will be held mid-year for the parents of students identified by the teacher. The teacher will identify the parents to be invited to attend the conference, subject to the review and approval of the school principal or his/her designee. If a parent requests a meeting that cannot be scheduled within the three-hour timeframe, the meeting shall be scheduled at a mutually convenient time and date.

K. Professional Period: Secondary teachers shall be assigned to sixty (60) days per year of professional period to the following responsibilities, which the Coordinator and/or Director, in consultation with the Principal will calendar during each marking period:

- Curriculum mapping
- Articulation of curriculum across and among grade level(s)
- Team meetings

Additionally, on an equitable basis within certification area, the Coordinator and/or Director in consultation with the Principal will assign students for tutorial and test prep on no more than thirty (30) of the sixty (60) days per year.

L. Professional Development: All teachers shall complete fifteen (15) hours annually of professional development outside the workday. Professional Development shall be determined collaboratively by the teacher and administrator. This is not intended to diminish any time requirements mandated by New York State.

### 3.18 Student Teachers

A. A cooperating teacher must have at least one (1) year teaching in the District.

B. Where an instructional employee agrees to be a cooperating teacher, he/she:

1. Shall receive a copy, if available, of the college regulations regarding the student teaching experience.

2. Shall receive resumes, if available, of student teacher candidates before interviewing is arranged.

3. Shall, prior to selection, interview, accept or reject candidates.

### 3.19 Long Term Substitute Teacher Salary and Benefits

Teachers employed for more than sixty (60) consecutive days in a single assignment shall receive full salary. Teachers employed for a semester or more shall receive full benefits as well as full salary.

### 3.20 Mentor Selection

Mentor candidates shall be chosen by a joint committee, half appointed by the MEA and half appointed by the administration, and forwarded to the Superintendent. The Superintendent shall have the final decision from among the candidates recommended by the joint committee. The mentor/mentee relationship is a confidential non-evaluative relationship.

### 3.21 Retirement Notice

Unit members who have vested health insurance rights and who submit to the District an irrevocable letter of resignation for the purpose of retirement by December 15 immediately preceding their effective retirement date the following July 1 shall be guaranteed the same percentage contribution rate toward their health insurance premium (family or individual coverage) throughout their retirement as they contributed immediately prior to their effective date of retirement.

## **ARTICLE IV - COMPENSATION AND BENEFITS**

### 4.01 Group Health Insurance Plans

A. Any new employee who works at least halftime and/or meets the State minimum requirements on a regular assignment may choose any one of the District health insurance plans on the first day of employment or within thirty (30) days thereafter without medical examination. Any employee applying after thirty (30) days may have to furnish proof of insurability.

B. The District shall pay 76% and each member shall pay 24% of the cost of the member's health insurance premiums.

C. The District shall have the option to select an alternative carrier which can provide benefits comparable to the Empire Plan at the time of the change, upon thirty (30) days' notice to the Association. In the event there is any issue or dispute between the District and the Association as to the comparability of the alternative carrier's plan, either party may submit the issue to arbitration, within such thirty (30) days, in accordance with the procedures of sections 5.04(D) and 5.05 of this Agreement. In the event that the matter is submitted to arbitration, the District shall not change carriers until the arbitrator has ruled.

D. The District will also provide optional health maintenance plans at a cost not to exceed its cost for the Empire Plan under paragraphs B or C.

E. Members of the unit who, during the life of this Agreement, withdraw entirely from coverage paid in any part by the District, or reduce their coverage from family plan to individual plan, shall receive a declination payment, provided they remain uncovered by such plan or higher cost plan for a period of twelve (12) consecutive months. The declination payment shall be \$3,000 for unit members eligible for family coverage or \$1,300 for unit members eligible for individual coverage who withdraw entirely from District coverage. Declination payment for unit members who reduce from family coverage to individual coverage while remaining eligible for family coverage shall be \$1,300. Declination payments shall be made during December following the end of the twelve (12) month period and shall be made annually each twelve (12) months thereafter, provided the member remains uncovered under the District's plan. Nothing contained herein shall preclude a member from re-entering the plan or resuming family coverage in accordance with the carrier's rules within the twelve (12) month period, provided, however, that in the case of a member who re-enters in less than twelve (12) months, no declination payment shall be made.

F. 1. Members of the unit may elect a plan no more frequently than once every six (6) months, with the exception that they may elect the Empire Plan with Enhancements or Equivalent under paragraph C at any time. The foregoing is subject to any restrictions of the carrier and of the Empire Plan or Equivalent.

2. Members of the unit who elect a plan pursuant which they may be eligible to receive a portion of the District's cost savings, shall qualify for such payment provided that they remain in that plan for a period of twelve (12) consecutive months. These payments shall be made during December following the end of the twelve (12) month period and shall be made

annually each twelve (12) months thereafter provided the member remains in the lower cost and the plan continues to generate premium savings. Nothing contained herein shall preclude a unit member from changing plans as allowed in the first paragraph of this section, provided, however, that in the case of a member who changes plans in less than twelve (12) months no payment shall be made.

G. The parties agree that as a participating agency of the New York State Health Insurance Plan ("NYSHIP"), the District is obligated to comply with the rules and regulations of NYSHIP.

#### 4.02 Benefits Trust Fund

A. The Association has created a Benefits Trust Fund to be established and maintained by the Association for the benefit of its members, in place of current District-provided life and/or dental insurance. The Benefits Trust Fund shall make benefits available to other bargaining units and to managerial/confidential employees based upon contributions by or on behalf of such employees.

B. The District's annual contribution shall be \$1,000 per teacher.

#### 4.03 Personal Illness All Teachers

A. For absences due to illnesses of one (1), two (2) or three (3) days, Form 1 will be submitted. For absences of four (4) days or longer, Form 1 shall be accompanied by a physician's statement.

##### Non-tenured teachers hired after January 1, 1986

B. Probationary teachers hired after January 1, 1986 and before July 1, 2016 will receive twelve (12) sick days each year cumulative to thirty-six (36) days. Probationary teachers hired on or after July 1, 2016 will receive twelve (12) sick days each year cumulative to forty-eight (48) days. Once these teachers are tenured, they will receive the benefits described in paragraph D below. If a non-tenured teacher exhausts his/her sick leave due to catastrophic illness or accident, he or she may apply to the District for consideration of additional leave. The District shall have sole discretion to grant or deny such additional leave. The decision shall not be subject to the grievance process.

##### All teachers hired before January 1, 1986

C. Tenured teachers will receive unlimited annual sick leave for short-term illnesses.

D. Disability Benefit

1. In the event of an extended illness or injury, regardless of when in the calendar year it occurs, the unit member will receive full pay for the first one hundred eighty (180) school days.

a. An extended illness or injury is defined as being unable to perform the essential functions of the unit member's job, with or without reasonable accommodations, due to such extended illness or injury.

b. In no event shall such extended illness definition apply to any Workers' Compensation illness or injury. In such cases, the unit member's benefits shall exclusively be those provided under Workers' Compensation law and regulations.

c. In order to receive this benefit, the unit member is required to submit all requested documentation in support of such extended illness or injury, including but not limited to, a comprehensive physician's statement identifying the specific illness which requires such extended absence and the physician's best medical judgment as to the duration of such extended illness or injury. Extended illness or injury shall begin whenever the unit member's physician determines that the unit member must be absent for an indeterminate extended period of time and shall terminate when the physician determines that the unit member is able to perform the essential functions of his/her job with or without reasonable accommodations.

2. Thereafter, should the extended illness or injury period exceed 180 school days, the unit member will be provided contractual disability payments equal to two thirds (2/3) of his/her gross salary at the time of disability for a period of two years, but not to exceed the following:

Five thousand three hundred twenty-four dollars (\$5,324) per month,  
and sixty-three thousand eight hundred ninety dollars (\$63,890) per year.

The District shall have the option to provide the disability benefit via insurance.

3. In order to apply for this contractual disability benefit, a unit member must submit a letter from his/her treating physician identifying the specific illness or injury which renders the unit member disabled, and stating the physician's best medical judgment as to the duration of such disability. In addition, the treating physician must complete and submit to the District the Confirmation of Disability form providing all requested information and certifying that the unit

member is unable to perform the essential functions of his/her position with or without reasonable accommodations. (*See* Schedule F, annexed hereto)

4. Upon receipt of the documents noted above, the Superintendent or designee shall determine if the application for disability benefit shall be granted. As a condition of receiving the disability benefit noted in section D.2 above, the unit member shall provide the District with a signed release permitting the District access to all medical reports relating to the continuation of the disability, including, but not limited to, information submitted to the New York State Teachers Retirement System (“TRS”). Examples include, but are not limited to, the TRS report of its Independent Medical Examiner and periodic updates to the Confirmation of Disability form from the teacher’s physician(s).

5. Failure to comply with the above requirements above will result in termination of the contractual disability benefit.

6. A unit member who recovers from an extended illness/injury, or disability within three years from the date the extended illness/injury or disability was determined to exist and who is able to perform his/her essential job functions with or without reasonable accommodation shall have the right to return to a unit position for which he/she is qualified.

7. Nothing herein shall preclude a unit member from applying for disability retirement pursuant to the New York State Teachers’ Retirement System.

8. Nothing herein shall limit the District’s right pursuant to Education Law section 913 to direct the unit member to submit to a medical examination at any time.

a. If the section 913 physician determines that the unit member is able to perform the essential functions of his/her position with or without reasonable accommodations, the unit member shall be directed to return to a unit position for which he/she is qualified.

b. If the unit member’s physician disagrees, a third physician agreeable to both parties shall be consulted, and that third physician’s decision shall be binding on the parties. If the parties are unable to agree on a third physician, the parties shall refer to the medical arbitration panel in the appropriate medical specialty, and the parties shall determine a random method of selecting such third physician, whose decision shall be final and binding on the parties.



9. A unit member aggrieved by a determination to deny or terminate this contractual disability benefit shall have the right to grieve said determination in accordance with the provisions of the Grievance Procedure set forth in Article V of this agreement.

4.04 Critical Illness or Death in the Immediate Family

A. Critical Illness in the Immediate Family. Absence with pay will be allowed for each critical illness in the immediate family. "Critical illness" means illness which the attending physician certifies in writing to be sufficiently critical to require the staff member's presence at the bedside. "Immediate family" means: husband, wife, children, and any other members of the same home; father and mother, brothers and sisters; grandfathers and grandmothers, uncles and aunts; grandchildren; father-in-law and mother-in-law; brothers-in-law and sisters-in-law.

Up to a maximum of five (5) days' absence with pay will be allowed when critical illness involves one of the above. Upon consultation with the staff member, the Superintendent will determine the specific number of days to be allowed. His/her decision shall be based upon the degree of responsibility of involvement of the staff member and the distance from his/her home. The five (5) day maximum may be extended at the discretion of the Superintendent in unusual circumstances.

Up to a maximum of one (1) day's absence with pay will be allowed when critical illness involves a stepparent, stepsibling, cousin, niece or nephew.

B. Death in the Immediate Family. Absence with pay will be allowed for each death in the immediate family. "Immediate family" means: husband, wife, children, and any other members of the same home; father and mother, brothers and sisters; grandfathers and grandmothers, uncles and aunts; grandchildren, father-in-law and mother-in-law; brothers-in-law and sisters-in-law.

Up to a maximum of five (5) days' absence with pay will be allowed when death involves one of the above. Upon consultation with the staff member, the Superintendent will determine the specific number of days to be allowed. His/her decision shall be based upon the degree of responsibility of involvement of the staff member and the distance from his/her home. The five (5) day maximum may be extended at the discretion of the Superintendent in unusual circumstances.

Up to a maximum of one (1) days' absence with pay will be allowed when death involves a stepparent, stepsibling, cousin, niece or nephew.

#### 4.05 Educational Trips

Advance approval of the Building Principal is required for teachers' attendance at educational meetings, conferences, etc., which require the absence of the teacher from his or her regular duties. Advance approval of the Superintendent or designee is required where such attendance will require absence from duties for more than one (1) school day. The Superintendent's advance approval will be required for overnight and longer trips. Teachers accompanying students on field trips or otherwise acting in their normal teaching capacity will not be considered absent.

#### 4.06 Confidential Legal and Medical Absences

Absence with pay will be allowed for legal transactions such as court appearances, house closings, etc., and for other legal or medical transactions of a confidential nature. Two (2) days' advance notice in writing of such absence will be made to the Superintendent or designee.

#### 4.07 Religious Holidays

Absence with pay will be allowed by the Superintendent for a maximum of three (3) religious holidays during the school year. The Superintendent's advance approval will be required for absences in excess of the above.

#### 4.08 Other Absences With Pay

A. Absence with pay may be allowed by the Superintendent upon application for reasons of adverse weather conditions, other emergencies, or other unusual circumstances.

B. One day's absence with pay will be allowed for attendance at a spouse's or child's graduation, and for attendance at a wedding in the immediate family. Two days' advance notice in writing of each such absence will be made to the Superintendent or designee.

#### 4.09 Personal Health and Family Hardship Leave

Upon the recommendation of the Superintendent, the Board of Education may permit members of the professional staff to take leaves not in excess of one (1) year in length for rest, restoration of health, or the alleviation of extreme or unusual hardship involving themselves or their immediate families.

In considering whether to recommend leaves for rest, restoration of health, or alleviation of extreme or unusual hardship, the Superintendent shall take the following factors into account and shall report them to the Board when recommending such leaves:

1. Length of time staff member has served in the Manhasset Schools.

2. Benefit which would result for the school system.
3. Expectation of the teacher to return to Manhasset.

Any person granted such a leave shall be paid fifty (50%) percent of his/her salary during the period of his/her leave.

Any request by a teacher for early return from or for extension of any leave of absence shall be made no later than one (1) month prior to the original expiration of the leave.

#### 4.10 Pregnancy

Notice of necessary pregnancy leave should be given as soon as possible. The teacher shall notify the Principal as to whether she intends to return to work immediately after recovery from the birth or intends to take child care leave. Any request by a teacher for early return from or for extension of any leave of absence shall be made no later than one (1) month prior to the original expiration of the leave. The District will continue its practice of granting six weeks' leave for a natural birth and eight weeks' leave for a Caesarean birth. A teacher who wishes to extend her pregnancy leave beyond the above periods must use the form required to apply for extended illness. Teachers who wish to take a childcare leave pursuant to Article 4.11 must notify the District at least two weeks prior to the intended start date of the childcare leave.

#### 4.11 Child Care Leave

Child care leave may be taken for up to two (2) years. In such event, the time of the return of the teacher will coincide with the start of the school semester, i.e., either at the opening of school in September or at mid-year. Any request by a teacher for early return from or for extension of any leave of absence shall be made no later than one (1) month prior to the original expiration of the leave. To be eligible for additional child care leave, the teacher must return to duty for at least one (1) year after having taken child care leave.

#### 4.12 Sabbatical Leaves

The provisions for sabbatical leaves are contained in Schedule D annexed hereto. Effective July 1, 2005, a moratorium shall apply to Sabbatical Leaves until the execution of a successor agreement, unless negotiated otherwise.

#### 4.13 Mini-Leaves

Mini-leaves, i.e., full pay for periods of less than one (1) semester, but for at least one (1) week, may be granted for specific purposes to be determined by the Superintendent.

New parents, other than the parent who is entitled to pregnancy leave pursuant to Article 4.10, shall be granted 5 school days' leave with pay.

#### 4.14 Jury Duty

Teachers required to serve on jury duty during work time shall receive their regular pay for all time served on jury duty. To be eligible to receive such pay, teachers shall attempt to postpone their jury service to a time when school is not in session, and shall provide a copy of a letter demonstrating such attempt on request. Any monies received from the courts for their services will be turned over to the District.

#### 4.15 Salary Guide

A. 1. Effective July 1, 2021, each step shall be increased by 1.25%; increment movement for eligible unit members (see Schedule A).

2. Effective July 1, 2022, each step shall be increased by 1.00%; increment movement for eligible unit members (see Schedule A).

3. Effective July 1, 2023, each step shall be increased by 1.00%; increment movement for eligible unit members (see Schedule A).

B. Schedules B, C (except athletics—see Schedule B and C) and all compensation items embedded in the contract except 4.03D shall be increased as follows:

1. Effective July 1, 2021: 1.25%

2. Effective July 1, 2022: 1.00%

3. Effective July 1, 2023: 1.00%

C. Schedule C – Athletic stipends shall be increased in accordance with Schedule C.

D. The I.R.C. Section 125 Plan in effect in the District permits unit members to pay for portions of their health insurance premiums, non-reimbursable medical and childcare expenses with pre-tax dollars. It is understood that before the pre-tax contributions are implemented, any employee making such contributions shall first agree in writing to indemnify and save the District harmless against any and all claims and/or liabilities, including fees, except as herein otherwise provided, that arise out of or by reason of action taken or not taken by the District for the purpose of complying with this Section. Effective September 9, 2001, the District will

assume the full cost of administration of the cafeteria plan, to a maximum of Four Dollars (\$4.00) per month per participating unit member.

#### 4.16 Initial Placement

A. Except as provided by Section 4.28, teachers will be placed on the guide in accordance with their education and experience. The District will grant full credit to a teacher with 5 years or less full-time experience in public schools. The District may grant credit for experience beyond 5 years and for other types of experience.

B. Effective July 1, 2021, salary column “MA (2014)” in salary schedule A shall be re-named as column “MA”, and the former column “MA” shall be re-named “MA (Pre-2014).”

C. The District is permitted, in its sole discretion, to offer a salary placement other than at the MA column to a highly desirable candidate for a hard to fill specialized position.

D. Notwithstanding any other provision of section 4.28, the District is permitted to offer a candidate for school psychologist who possesses a doctorate at the time of hire, placement on the doctoral column, rather than on the MA column.

#### 4.17 Moving to Higher Steps

A. Teachers will be eligible for advancement to the next step on the salary schedule after completion of a full year of service at a given step. A “full year of service” is not earned if a teacher has taken an unpaid leave of 5 days or more, or received the disability benefit for any length of time pursuant to Section 4.03.D.2.

B. Increments may be withheld in whole or in part because of unsatisfactory service. The District shall warn the affected teacher in writing by no later than December 15 of the possibility that his or her increment may be withheld in whole or in part the following September, and shall notify the teacher no later than June 1 of its decision on the matter.

#### 4.18 Transferring to Higher Columns

A. A degree must have been officially granted by an institution of higher learning before salary credit can be given.

B. Credits for salary advancement may be earned during the school year, or summer vacation. In order to earn credits during the school year, teachers may not be on unpaid

leave or disability, and must be present at work at least eighty percent of the work days during which the course work is taken.

C. A teacher must obtain prior written approval from the Superintendent for any activity or course work a teacher proposes to use for salary credit. A teacher must apply in writing to the Superintendent at least fifteen days prior to the start of the course or activity. Such course work must be directly related to the teacher's own field of work in Manhasset or closely related fields. The Superintendent may choose a designee to review the application and make recommendations to the Superintendent regarding approval. The Superintendent's denial is not subject to review under the parties' grievance procedures.

D. Teachers at the maximum of a column will move across to the adjoining step of the higher column.

E. Teachers are limited to one 15 credit column movement per year. Column movement will be made once per year on September 1 or February 1 for teachers qualifying during the previous 12 months.

F. Coursework Taken Prior to Employment. Credit for coursework taken prior to employment as a teacher in the District shall be evaluated at the time of employment to determine if the coursework may be used for salary advancement in accordance with sections 4.18 and 4.28. Credit for coursework taken prior to employment as a teacher in the District which is part of a degree or advanced certificate granting program, may be granted with the approval of the District, provided it is presented and evaluated at the time of employment, and will not be granted at a later time.

G. BA Degree. A teacher who possesses a bachelor's degree at the time of employment as a teacher by the District will be placed on the BA column in accordance with section 4.16. A teacher with a bachelor's degree may submit a request to transfer to the MA column upon the conferral of their master's degree. The teacher will be moved to the MA column on either the September 1 or February 1 immediately after the conferral of their degree. After the teacher has moved to the MA column, the teacher may not move to a higher column until after their fourth full year of service as a teacher in the District.

H. Second Master's Degree. A candidate who possesses a second master's degree in a relevant field as approved by the District from an accredited institution at the time of

employment as a teacher by the District may submit a request for column advancement directly to the MA+30 column after completion of their fourth full year of service on the MA column.

I. Doctoral Degree. A candidate who possesses a Doctoral degree from an accredited institution in a relevant field as approved by the District at the time of employment or any time after employment as a teacher by the District may submit a request for column advancement to the Doctorate column after completion of their fourth full year of service on the MA column. If approved, the teacher shall advance directly from MA to MA45, and the following year to DR column.

#### 4.19 Academic Credit

With the advance approval of the Superintendent, and subject to the provisions outlined below, salary guide allowances for transfer to higher columns will be awarded upon submission of evidence (e.g., transcripts, attendance records, etc.) of satisfactory completion of academic courses, research, independent study, and District-approved workshops.

Only graduate level course work which is credited as graduate study by an institution listed in the most current publication of “Accredited Institutions of Post-Secondary Education” published by the American Council on Education shall be considered for approval for graduate course credit. Moreover, only those graduate credits which the issuing institution will accept towards a degree granting program at that institution will be approved as graduate course credit. If the issuing institution will not accept the credits towards a degree granting program, the credits will be considered in-service credit.

A. A maximum of one point salary guide credit will be awarded for each point of graduate course work for master's degree or above, provided that such course work was not included in the computation of credits required for a degree already awarded the staff member. Approval by the Superintendent will be based upon the appropriateness of a given course to the staff member's instructional assignment.

B. A maximum allowance of one point salary guide credit for each point of graduate credit from an accredited college or university will be awarded for approved salary guide columns.

C. One point of salary guide credit will be awarded for each 15 clock hours of approved in-service course work.

D. At least six credits must be approved graduate level credit per each column transfer.

E. Salary guide credits for approved Curriculum Improvement Workshops and approved Individual Growth Workshops will be granted at the rate of at least one (1) point for each fifteen (15) clock hours of class work to staff members at all salary columns on condition that they complete (to the satisfaction of the workshop instructor) additional study outside the regular workshop sessions. Teachers on the MA+75 and doctorate columns will receive fifty-seven dollars and fifty-five cents (\$57.55) per point for District-recommended curriculum improvement and individual growth workshops in the 2021-2022 school year, fifty-eight dollars and twelve cents (\$58.12) per point for the same in the 2022-2023 school year, and fifty-eight dollars and seventy-one cents (\$58.71) per point for the same in the 2023-2024 school year.

#### 4.20 Salary Differential

A. For personnel placed on the Teachers' Salary Guide, differentials above the stated guide may be paid only for the following reasons:

Responsibility - A person who has responsibility for and authority over an activity may be paid a differential while he/she holds that responsibility.

Extra Work - A person who spends extra time doing work beyond his/her normal load may be paid a differential while he/she performs that extra work.

Distinguished Service - A person who performs his/her duties with unusual and outstanding competence and who has tenure status may be paid a differential of up to \$1,278.88 during the 2021-22 school year while his/her work is of such high quality. The differential for Distinguished Service during school year 2022-23 may be up to \$1,291.67; during school year 2023-24, the differential may be up to \$1,304.59.

National Board Certification – A person who achieves National Board Certification in his or her tenure area shall receive a differential as follows: 2021-22: \$1,278.88; 2022-23: \$1,291.67; 2023-24: \$1,304.59.

Longevity – A person who completes 35 years of service as a teacher in the District shall receive a one-time off schedule differential as follows: 2021-22: \$2,000; 2022-23: \$2,020; 2023-24: \$2,040.20, not to be added to the teacher's base salary.



B. The District may set criteria each year to offer any teacher that meets such criteria up to one (1) year's salary to encourage retirement or resignation and may offer a teacher a bonus of up to one (1) year's salary to delay a retirement by one (1) year. The granting or denial of such incentives shall be at the District's sole discretion and not subject to challenge in the grievance procedure or in any other form. The District shall notify the MEA president before any agreement between the District and a teacher under this paragraph is finalized.

#### 4.21 Competition

Temporary - A highly desirable incoming person who cannot be attracted by the salary available to him/her on a given step of the Teachers' Salary Guide may be paid a differential of up to One Thousand (\$1,000.00) Dollars per year for a period not in excess of five (5) years, and preferably for a shorter time.

Permanent - A highly qualified person trained for a specific field in which salaries are generally above those provided by the Teachers' Salary Guide may be paid a differential while salaries in the field remain above the Guide.

#### 4.22 Pay Procedures

A. The District will deduct amounts authorized by individual teachers from their pay and remit the amounts deducted to the teachers' accounts in the Nassau Educators' Federal Credit Union within five (5) days of payday.

B. The District shall provide for optional choice of carrier for tax-sheltered annuities.

#### 4.23 Mileage Rate

Reimbursement for use of private cars for school business or for transportation to educational meetings is made at the current IRS rate.

#### 4.24 Trips Within the District by Special Teachers

Car expenses will be paid only when teachers must travel from one (1) building to another within one (1) day and not when they are assigned to one (1) building for a whole day.

#### 4.25 New York City Trips

Teachers attending meetings in New York City will be reimbursed in terms of the cost of transportation by train and subway. Those teachers who drive will be paid the same amount

as though they had gone by train, unless one (1) or more other staff members are taken as passengers to the same meeting.

#### 4.26 Student Field Trips

Teachers who accompany students on educational trips by public transportation will be reimbursed for the full amount of the fare. Overnight field trips in activities not otherwise paid on Schedules B or C shall be paid the same rate as the "Evening Chaperone Supervisor in Charge" (Schedule C) rather than the hourly "School Trip Chaperone" rate.

#### 4.27 Prior Approval

Prior approval by Central Administration is required for reimbursement of the above travel expenses.

#### 4.28 Teacher Salary Schedule Bridge

Notwithstanding the provisions of Sections 4.16 ("Initial Placement"), 4.17.A ("Moving to Higher Steps"), and 4.18 ("Transferring to Higher Columns"), teachers whose employment with the District will commence with the 2014-15 school year or thereafter will be placed on MA Step 1 in their first year, and will progress one step with the completion of each full year of service as defined in Section 4.17A. Such teachers shall not be eligible for transfer to higher columns until after the completion of four full years of service, as defined in Section 4.17A. After the completion of their fourth full year of service, such teachers may transfer to higher columns in accordance with Section 4.18 ("Transferring to Higher Columns"). The District may, in its sole discretion, grant full credit to a teacher with ten (10) years or less full-time experience in public schools in cases of in-demand vacancies.

### **ARTICLE V - GRIEVANCE PROCEDURE**

#### 5.01 Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlement at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

#### 5.02 Definitions

A. A “grievance” is an alleged violation of this Agreement or any dispute as to its meaning or application.

B. A “teacher” is any person in the unit covered by this Agreement.

C. An “aggrieved party” is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, the Association, or (when it submits a grievance) the Board.

#### 5.03 Submission of Grievances

A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

B. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

C. A grievance shall be deemed waived unless the subject matter or the question involved has been called to the attention of the District in writing within thirty (30) school days after the aggrieved party knew or should have known of the event or conditions on which it is based. The period may be extended by mutual agreement.

D. 1. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the Building Principal.

2. The Association may submit any grievance. If it is limited in effect to one (1) school, the grievance shall be submitted to the Building Principal; otherwise, it shall be submitted directly to the Superintendent of Schools.

3. The Board shall present grievances to the President of the Association.

#### 5.04 Grievance Procedure

A. The Building Principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal or if no response is

received within one (1) calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.

B. The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than two (2) weeks after it is received by him/her.

C. Within two (2) weeks after receiving a grievance from the Board, the President of the Association shall, upon request, confer with the Superintendent of Schools and shall deliver to the Superintendent of Schools a written statement of the position of the Association with respect to the grievance.

D. In the event the Association or the Board is not satisfied with the statement of the other with respect to the grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools or the President of the Association.

#### 5.05 Arbitration

A. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and of the Association shall strike names from the list until one ultimately is designated as the arbitrator.

B. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement. However, his/her decision with respect to this Agreement will be binding on all parties.

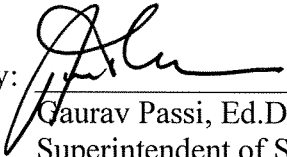
C. The cost for the services of the arbitrator will be borne equally by the Board and the Association.

D. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available, to the extent permitted by law.


**ARTICLE VI - DURATION**

This Agreement shall be effective from July 1, 2021, to and including June 30, 2024.

MANHASSET U.F.S.D.

By:   
Gaurav Passi, Ed.D.  
Superintendent of Schools

MANHASSET EDUCATION ASSOCIATION

By:   
Frank Russo  
President

Steps -->	Levels -->									
	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level
	BA	MA	MA (Pre-2014)	MA15	MA30	MA45	MA60	MA75	DR.	DR15
	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps
	30	30	30	30	30	30	30	30	30	30
1	64,806	67,554		79,654	81,251	82,877	84,532	86,646	86,649	88,815
2	65,455	70,715		80,451	82,063	83,705	85,381	87,516	87,690	89,882
3	66,108	74,930		81,257	82,884	84,543	86,233	88,389	88,744	90,963
4	66,769	78,091		82,068	83,715	85,389	87,098	89,275	89,805	92,049
5	71,452	79,667		87,819	89,577	91,370	93,201	95,528	96,098	98,501
6	73,666	80,458		90,545	92,358	94,204	96,088	98,492	99,081	101,557
7	75,951	86,094		93,351	95,221	97,125	99,070	101,547	102,154	104,706
8	78,307	88,766	94,361	96,249	98,175	100,137	102,143	104,699	105,322	107,956
9	81,052	91,522	97,694	99,650	101,642	103,675	105,751	108,395	109,043	111,767
10	85,917	94,361	103,560	105,631	107,749	109,899	112,098	114,902	115,588	118,478
11	88,499	97,694	106,667	108,804	110,978	113,196	115,464	118,352	119,057	122,035
12	91,151	103,560	109,869	112,070	114,311	116,596	118,932	121,904	122,634	125,701
13	93,889	106,667	113,167	115,431	117,742	120,096	122,500	125,565	126,312	129,470
14	96,237	109,869	116,000	118,319	120,687	123,102	125,568	128,705	129,475	132,711
15	102,018	113,167	122,961	125,421	127,932	130,491	133,101	136,428	137,244	140,676
16	102,018	116,000	124,808	127,304	129,852	132,449	135,102	138,478	140,677	144,195
17	102,018	122,961	124,808	127,304	131,798	134,436	137,126	140,554	144,197	147,801
18	102,018	124,808	124,808	127,304	131,798	134,436	137,126	140,554	144,197	147,801
19	102,018	124,808	124,808	127,304	131,798	134,436	137,126	140,554	144,197	147,801
20	103,036	127,304	127,304	129,852	134,436	137,126	139,869	143,366	147,082	150,759
21	103,036	127,304	127,304	129,852	134,436	137,126	139,869	143,366	147,082	150,759
22	103,036	127,304	127,304	129,852	134,436	137,126	139,869	143,366	147,082	150,759
23	103,036	127,304	127,304	129,852	134,436	137,126	139,869	143,366	147,082	150,759
24	103,036	127,304	127,304	129,852	134,436	137,126	139,869	143,366	147,082	150,759
25	104,069	129,852	129,852	132,449	137,126	139,869	142,669	146,236	150,023	153,775
26	104,069	129,852	129,852	132,449	137,126	139,869	142,669	146,236	150,023	153,775
27	104,069	129,852	129,852	132,449	137,126	139,869	142,669	146,236	150,023	153,775
28	104,069	129,852	129,852	132,449	137,126	139,869	142,669	146,236	150,023	153,775
29	104,069	129,852	129,852	132,449	137,126	139,869	142,669	146,236	150,023	153,775
30	106,149	131,934	131,934	134,530	139,208	141,954	144,751	148,370	152,105	155,908

Steps ->	Levels -->									
	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level
	BA	MA	MA (Pre-2014)	MA15	MA30	MA45	MA60	MA75	DR.	DR15
	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps
	30	30	30	30	30	30	30	30	30	30
1	65,454	68,230		80,451	82,064	83,706	85,377	87,512	87,515	89,703
2	66,110	71,422		81,256	82,884	84,542	86,235	88,391	88,567	90,781
3	66,769	75,679		82,070	83,713	85,388	87,095	89,273	89,631	91,873
4	67,437	78,872		82,889	84,552	86,243	87,969	90,168	90,703	92,969
5	72,167	80,464		88,697	90,473	92,284	94,133	96,483	97,059	99,486
6	74,403	81,263		91,450	93,282	95,146	97,049	99,477	100,072	102,573
7	76,711	86,955		94,285	96,173	98,096	100,061	102,562	103,176	105,753
8	79,090	89,654	95,305	97,211	99,157	101,138	103,164	105,746	106,375	109,036
9	81,863	92,437	98,671	100,647	102,658	104,712	106,809	109,479	110,133	112,885
10	86,776	95,305	104,596	106,687	108,826	110,998	113,219	116,051	116,744	119,663
11	89,384	98,671	107,734	109,892	112,088	114,328	116,619	119,536	120,248	123,255
12	92,063	104,596	110,968	113,191	115,454	117,762	120,121	123,123	123,860	126,958
13	94,828	107,734	114,299	116,585	118,919	121,297	123,725	126,821	127,575	130,765
14	97,199	110,968	117,160	119,502	121,894	124,333	126,824	129,992	130,770	134,038
15	103,038	114,299	124,191	126,675	129,211	131,796	134,432	137,792	138,616	142,083
16	103,038	117,160	126,056	128,577	131,151	133,773	136,453	139,863	142,084	145,637
17	103,038	124,191	126,056	128,577	133,116	135,780	138,497	141,960	145,639	149,279
18	103,038	126,056	126,056	128,577	133,116	135,780	138,497	141,960	145,639	149,279
19	103,038	126,056	126,056	128,577	133,116	135,780	138,497	141,960	145,639	149,279
20	104,066	128,577	128,577	131,151	135,780	138,497	141,268	144,800	148,553	152,267
21	104,066	128,577	128,577	131,151	135,780	138,497	141,268	144,800	148,553	152,267
22	104,066	128,577	128,577	131,151	135,780	138,497	141,268	144,800	148,553	152,267
23	104,066	128,577	128,577	131,151	135,780	138,497	141,268	144,800	148,553	152,267
24	104,066	128,577	128,577	131,151	135,780	138,497	141,268	144,800	148,553	152,267
25	105,110	131,151	131,151	133,773	138,497	141,268	144,096	147,698	151,523	155,313
26	105,110	131,151	131,151	133,773	138,497	141,268	144,096	147,698	151,523	155,313
27	105,110	131,151	131,151	133,773	138,497	141,268	144,096	147,698	151,523	155,313
28	105,110	131,151	131,151	133,773	138,497	141,268	144,096	147,698	151,523	155,313
29	105,110	131,151	131,151	133,773	138,497	141,268	144,096	147,698	151,523	155,313
30	107,210	133,253	133,253	135,875	140,600	143,374	146,199	149,854	153,626	157,467

Steps -->	Levels -->									
	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level
	BA	MA	MA (Pre-2014)	MA15	MA30	MA45	MA60	MA75	DR.	DR15
	# Steps 30	# Steps 30	# Steps 30	# Steps 30	# Steps 30	# Steps 30	# Steps 30	# Steps 30	# Steps 30	# Steps 30
1	66,109	68,912		81,256	82,885	84,543	86,231	88,387	88,390	90,600
2	66,771	72,136		82,069	83,713	85,387	87,097	89,275	89,453	91,689
3	67,437	76,436		82,891	84,550	86,242	87,966	90,166	90,527	92,792
4	68,111	79,661		83,718	85,398	87,105	88,849	91,070	91,610	93,899
5	72,889	81,269		89,584	91,378	93,207	95,074	97,448	98,030	100,481
6	75,147	82,076		92,365	94,215	96,097	98,019	100,472	101,073	103,599
7	77,478	87,825		95,228	97,135	99,077	101,062	103,588	104,208	106,811
8	79,881	90,551	96,258	98,183	100,149	102,149	104,196	106,803	107,439	110,126
9	82,682	93,361	99,658	101,653	103,685	105,759	107,877	110,574	111,234	114,014
10	87,644	96,258	105,642	107,754	109,914	112,108	114,351	117,212	117,911	120,860
11	90,278	99,658	108,811	110,991	113,209	115,471	117,785	120,731	121,450	124,488
12	92,984	105,642	112,078	114,323	116,609	118,940	121,322	124,354	125,099	128,228
13	95,776	108,811	115,442	117,751	120,108	122,510	124,962	128,089	128,851	132,073
14	98,171	112,078	118,332	120,697	123,113	125,576	128,092	131,292	132,078	135,378
15	104,068	115,442	125,433	127,942	130,503	133,114	135,776	139,170	140,002	143,504
16	104,068	118,332	127,317	129,863	132,463	135,111	137,818	141,262	143,505	147,093
17	104,068	125,433	127,317	129,863	134,447	137,138	139,882	143,380	147,095	150,772
18	104,068	127,317	127,317	129,863	134,447	137,138	139,882	143,380	147,095	150,772
19	104,068	127,317	127,317	129,863	134,447	137,138	139,882	143,380	147,095	150,772
20	105,107	129,863	129,863	132,463	137,138	139,882	142,681	146,248	150,039	153,790
21	105,107	129,863	129,863	132,463	137,138	139,882	142,681	146,248	150,039	153,790
22	105,107	129,863	129,863	132,463	137,138	139,882	142,681	146,248	150,039	153,790
23	105,107	129,863	129,863	132,463	137,138	139,882	142,681	146,248	150,039	153,790
24	105,107	129,863	129,863	132,463	137,138	139,882	142,681	146,248	150,039	153,790
25	106,161	132,463	132,463	135,111	139,882	142,681	145,537	149,175	153,038	156,866
26	106,161	132,463	132,463	135,111	139,882	142,681	145,537	149,175	153,038	156,866
27	106,161	132,463	132,463	135,111	139,882	142,681	145,537	149,175	153,038	156,866
28	106,161	132,463	132,463	135,111	139,882	142,681	145,537	149,175	153,038	156,866
29	106,161	132,463	132,463	135,111	139,882	142,681	145,537	149,175	153,038	156,866
30	108,282	134,586	134,586	137,234	142,006	144,808	147,661	151,353	155,162	159,042



## SCHEDULE B

The following salaries are in addition to the regular salary  
(Schedule A):

Title	2021-2022	2022-2023	2023-2024
Student Information Specialist*	\$10,293	\$10,396	\$10,500
Secondary Counselor Days**	\$7,723	\$7,801	\$7,879
Elementary Counselor Days**	\$3,862	\$3,900	\$3,939
Lead Teacher Attendance (7-12)***	\$5,159	\$5,210	\$5,262
Psychologists****	\$5,435	\$5,489	\$5,544
Teacher Specialists: Elem. Math, Elem. Literacy, Computer, Staff Developer, Lead Teacher	\$5,159	\$5,210	\$5,262
Director of Bands HS (Asst. Director of Bands: 50% stipend)	\$11,599	\$11,715	\$11,832
Drama Program Director HS	\$16,508	\$16,673	\$16,840
Drama Program Director MS (includes MS Drama Club)	\$8,647	\$8,733	\$8,820
Lighting and Sound Supervisor	\$8,211	\$8,293	\$8,376
Director of Vocal	\$11,456	\$11,571	\$11,686
Elementary After-School Enrichment Programs (inclusive of planning, preparation, and instruction for 8-9 lessons per module)	\$1,000.00 per module	\$1,010.00 per module	\$1,020.10 per module
Life Drawing	\$16,304	\$16,467	\$16,632
Science Research HS *****	\$12,500	\$12,625	\$12,751
Middle School Advisory Program	\$2,176	\$2,197	\$2,219
Teacher Mentor	\$1,717	\$1,734	\$1,751
Summer School Driver Ed Coordinator	\$844	\$852	\$861
Driver's Ed Instructor - per session	\$89.31	\$90.20	\$91.11
Extended School Day Program Supervisor with BCBA	\$100 per hour	\$101 per hour	\$102 per hour
Extended School Day Program Supervisor without BCBA	\$85.00 per hour	\$85.85 per hour	\$86.71 per hour
1:1 or Small Group Tutor	\$100 per session	\$101 per session	\$102 per session
Digital Recordings for Student Assessment Accomodations	\$62.52	\$63.15	\$63.78
Summer Assessment/Registration of ENL Students	\$62.52	\$63.15	\$63.78
Summer School Teacher (hourly)	\$62.52	\$63.14	\$63.78

## SCHEDULE B

The following salaries are in addition to the regular salary  
(Schedule A):

Title	2021-2022	2022-2023	2023-2024
Translation/Interpretation Services	\$62.52	\$63.15	\$63.78
Homebound Instructor (hourly)	\$62.52	\$63.14	\$63.78
Correcting Regents Comp Exams (hourly)	\$62.52	\$63.14	\$63.78
State Testing Prep (hourly)	\$62.52	\$63.14	\$63.78
Curriculum Writing (hourly)	\$58.00	\$58.58	\$59.17
Inclusion Articulation (hourly)	\$58.00	\$58.58	\$59.17

\*The Student Information Specialist will receive the above stipend as compensation for working a total of twenty-five (25) additional days following the close of school in June, before the opening of school in September, or any division thereof in June, July, August, or September. The dates for the Student Information Specialist will be arranged by the Assistant Superintendent for Curriculum and Instruction. For summer workdays in addition to those stipulated, the Student Information Specialist will receive 1/200th of the previous year's contracted salary (including respective stipends).

\*\*Secondary school counselors will receive the above stipend for working ten (10) additional days and Elementary school counselors will receive the above stipend for working five (5) additional days after the close of school in June, before the opening of school in September, or any division thereof in June, July, August, or September. The dates for school counselors will be arranged by the Director of Counseling Services. In the event that Elementary School Counselors are required to work beyond their five workdays, they shall receive 1/5 of the elementary school counselor stipend for a 6th, 7th, 8th, 9th, or 10th additional workday. For summer workdays in addition to ten days, all school counselors, will receive 1/200th of the previous year's contracted salary (including respective stipends).

\*\*\*Lead Teacher Attendance teachers will have .4FTE release time, no duty periods and the above stipend. The attendance function is described as coordination of all attendance functions on a daily basis. Details include: Student Identification - those who are late to school; Conferences; Follow up; Maintaining appropriate attendance records; and Reporting, as appropriate.

\*\*\*\*Psychologists will receive the above stipend for working five (5) additional days after the close of school in June, before the opening of school in September, or any division thereof in June, July, August, or September. The dates for school psychologist will be arranged by the Executive Director of Special Education and Pupil Personnel Services. For summer workdays in addition to those stipulated, school psychologists, will receive 1/200th of the previous year's contracted salary (including respective stipends).

\*\*\*\*\*Science Research HS includes all school year activity including chaperoning and travel. Does not include summer work.

## SCHEDULE C

Bargaining unit members will be given first consideration in Schedule C assignments, where appropriate.

CLASS	TITLE	TERM	2021-2022	2022-2023	2023-2024
IA	Yearbook Advisor 9-12 & Bus	Full-Year	\$9,000	\$9,090	\$9,181
I	Senior Class Advisor	Full-Year	\$5,489	\$5,544	\$5,599
I	Student Senate Advisor	Full-Year	\$5,489	\$5,544	\$5,599
I	Yearbook Advisor & Bus. MS	Full-Year	\$5,489	\$5,544	\$5,599
II	Art Gallery Curator	4 Art Shows, pro rated if fewer	\$4,427	\$4,471	\$4,516
II	Broadcast Journalism	Full-Year	\$4,427	\$4,471	\$4,516
II	Class Advisor, Grade 11	Full-Year	\$4,427	\$4,471	\$4,516
II	Indian Ink-HS	Full-Year	\$4,427	\$4,471	\$4,516
II	National Honor Society-HS	Full-Year	\$4,427	\$4,471	\$4,516
IIA	Phoenix Advisor	Full-Year	\$4,570	\$4,616	\$4,662
III	Best Buddies Club	Full-Year	\$3,062	\$3,093	\$3,124
III	Class Advisor, Grade 9	Full-Year	\$3,062	\$3,093	\$3,124
III	Class Advisor, Grade 10	Full-Year	\$3,062	\$3,093	\$3,124
III	Color Guard Advisor	Fall	\$3,062	\$3,093	\$3,124
III	Dance Director- Musical Production	Full-Year	\$3,062	\$3,093	\$3,124
III	Mock Trial Advisor	Full-Year	\$3,062	\$3,093	\$3,124
III	Model UN	Full-Year	\$3,062	\$3,093	\$3,124
III	MS Government Grade 7 and 8	Full-Year	\$3,062	\$3,093	\$3,124
III	Peer Responders	Full-Year	\$3,062	\$3,093	\$3,124
III	Writing Contests/ Assembly Program Advisor	Full-Year	\$3,062	\$3,093	\$3,124
IV	Art Honor Society	Full-Year	\$2,494	\$2,519	\$2,544
IV	English Honor Society	Full-Year	\$2,494	\$2,519	\$2,544
IV	French Honor Society	Full-Year	\$2,494	\$2,519	\$2,544
IV	Italian Honor Society	Full-Year	\$2,494	\$2,519	\$2,544
IV	Jazz Ensemble HS	Full-Year	\$2,494	\$2,519	\$2,544
IV	Math Honor Society	Full-Year	\$2,494	\$2,519	\$2,544
IV	Math Olympiads, Elementary	Full-Year	\$2,494	\$2,519	\$2,544
IV	Mathletes 10-12	Full-Year	\$2,494	\$2,519	\$2,544
IV	Mathletes 7-9	Full-Year	\$2,494	\$2,519	\$2,544
IV	Orchestra Director, Musical Production	Full-Year	\$2,494	\$2,519	\$2,544
IV	Orchestra Ensembles, HS	Full-Year	\$2,494	\$2,519	\$2,544
IV	Science Honor Society	Full-Year	\$2,494	\$2,519	\$2,544
IV	Social Studies Honor Society	Full-Year	\$2,494	\$2,519	\$2,544
IV	Spanish Honor Society	Full-Year	\$2,494	\$2,519	\$2,544
IV	Tri-M Music Honor Society	Full-Year	\$2,494	\$2,519	\$2,544
IV	Vocal Jazz	Full-Year	\$2,494	\$2,519	\$2,544
V	Math Fair HS	Full-Year	\$1,947	\$1,967	\$1,986
V	MS Musical Choreographer	Full-Year	\$974	\$983	\$993
V	Musical Director, MS	Full-Year	\$1,947	\$1,967	\$1,986
V	National Jr. Honor Society	Full-Year	\$1,947	\$1,967	\$1,986
V	Outdoor Education Helper, Elem.	Full-Year	\$1,947	\$1,967	\$1,986
V	Professional Pit Musicians for HS Musical	Full-Year	\$974	\$983	\$993
VI	Art Club Advisor MS	Full-Year	\$1,667	\$1,684	\$1,701
VI	Art/Photography Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Book Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	CASA Set Connect Club MS	Full-Year	\$1,667	\$1,684	\$1,701

# SCHEDULE C

Bargaining unit members will be given first consideration in Schedule C assignments, where appropriate.

CLASS	TITLE	TERM	2021-2022	2022-2023	2023-2024
VI	CASA Set Connect Club HS	Full-Year	\$1,667	\$1,684	\$1,701
VI	Chamber Singers: Each Elem. Bldg.	Fall	\$1,667	\$1,684	\$1,701
VI	Chamber Singers: Each Elem. Bldg.	Spring	\$1,667	\$1,684	\$1,701
VI	Coding Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Color Guard Advisor	Spring	\$1,667	\$1,684	\$1,701
VI	Cultural Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Drama Art Work Supervisor, HS	Fall	\$1,667	\$1,684	\$1,701
VI	Drama Art Work Supervisor, HS	Spring	\$1,667	\$1,684	\$1,701
VI	Drama Art Work Supervisor, MS	Fall	\$1,667	\$1,684	\$1,701
VI	Drama Art Work Supervisor, MS	Spring	\$1,667	\$1,684	\$1,701
VI	Drama Tech Supervisor, HS	Fall	\$1,667	\$1,684	\$1,701
VI	Drama Tech Supervisor, HS	Spring	\$1,667	\$1,684	\$1,701
VI	Elementary Chamber Orchestra	Half-Year	\$1,667	\$1,684	\$1,701
VI	Elementary Dance	Full-Year, Stipend is reflective of 1 afterschool session per week up to 40 students per session. If there are more than 40 students a second afterschool session may be added with approval for an additional stipend. The District may, in its sole discretion, create an additional section for less than 40 students	\$1,667	\$1,684	\$1,701
VI	Elementary Trivia Challenge	Full-Year	\$1,667	\$1,684	\$1,701
VI	Engineering Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Feminism Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Finance/Economics Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Green Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	GSA Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Interact Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	International Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Jazz Ensemble, Elementary	Half-Year	\$1,667	\$1,684	\$1,701
VI	Jazz Ensemble, MS	Half-Year	\$1,667	\$1,684	\$1,701
VI	Junior Tower Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Key Club Advisor (2 Positions)	Full-Year	\$1,667	\$1,684	\$1,701
VI	Marketing Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Master Carpenter	Fall	\$1,667	\$1,684	\$1,701
VI	Master Carpenter	Spring	\$1,667	\$1,684	\$1,701
VI	Photo Club Advisor	Full-Year	\$1,667	\$1,684	\$1,701
VI	Science Fiction Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Science Olympiad- Jr	Full-Year	\$1,667	\$1,684	\$1,701
VI	Science Olympiad- Sr	Full-Year	\$1,667	\$1,684	\$1,701
VI	STAR (Students Taking an Active Role) Club	Full-Year	\$1,667	\$1,684	\$1,701
VI	Student Council Advisor, Elem. 2 positions per bldg.	Full-Year	\$1,667	\$1,684	\$1,701
VI	Student Athlete Leadership Team (SALT) Advisor (2 positions)	Full-Year	\$1,667	\$1,684	\$1,701
VI	Technical Director, HS	Fall	\$1,667	\$1,684	\$1,701
VI	Technical Director, HS	Spring	\$1,667	\$1,684	\$1,701
VI	#TeensRepect Teens	Full-Year	\$1,667	\$1,684	\$1,701

**SCHEDULE C**

Bargaining unit members will be given first consideration in Schedule C assignments, where appropriate.

CLASS	TITLE	TERM	2021-2022	2022-2023	2023-2024
VIA	Elementary Dance Assistant Coach	Full-Year, Stipend is reflective of 1 afterschool session per week. An assistant coach will be assigned if there are more than 30 students enrolled in a single session. The District may, in its sole discretion, appoint an assistant coach for less than 30 students.	\$1,183	\$1,195	\$1,207

## SCHEDULE C

Bargaining unit members will be given first consideration in Schedule C assignments, where appropriate.

CLASS	TITLE	TERM	2021-2022	2022-2023	2023-2024
VII	Eve. Chaperone Supervisor in charge (Non-Athletic requiring 5 or more chaperones)	Per Event	\$209.20	\$211.29	\$213.41
VII	Frolic Events	10 pm - 1 am	\$209.20	\$211.29	\$213.41
VII	Frolic Events	10 pm - 2 am	\$278.93	\$281.72	\$284.54
VII	Frolic Events	10 pm - 3 am	\$348.68	\$352.16	\$355.69
VII	Marching Band Contest	Per 6 Hours	\$209.20	\$211.29	\$213.41
VII	Overnight trips	Per Night	\$209.20	\$211.29	\$213.41
VII	Pre- ACT/PSAT Proctors	Per 4 Hours	\$209.20	\$211.29	\$213.41
VII	Theater Activity	Per 6 Hours	\$209.20	\$211.29	\$213.41
VIII	Varsity/JV Basketball Supervisor in charge	2 Games	\$194.51	\$196.46	\$198.42
VIII	Varsity Football Supervisor in charge	Per Game	\$194.51	\$196.46	\$198.42
IX	Evening Chaperone Duties	Per Dance	\$165.15	\$166.80	\$168.47
IX	Evening Concert Music Teachers (except band and choral director)	Per Concert	\$165.15	\$166.80	\$168.47
IX	Pre- ACT/PSAT Clerical	Per 4 Hours	\$165.15	\$166.80	\$168.47
X	Athletic Event Supervisor	2 Games - Afternoon	\$141.28	\$142.70	\$144.12
X	Rehearsal Accompanist	Per 2 Hours	\$141.28	\$142.70	\$144.12
X	Varsity Football Supervisor	Per Game	\$141.28	\$142.70	\$144.12
XA	SAT/ACT Proctor Rate	Exam with Essay or Extended Time	\$151.25	\$152.76	\$154.29
XI	Athletic Event Supervisor/Timekeeper/Scorekeeper	1 Game - Evening	\$121.11	\$122.32	\$123.54
XI	Basketball Cheerleader Supervisor	1 Game - Evening	\$121.11	\$122.32	\$123.54
XI	Evening Chaperone Duties: Plays, Concerts	Per Event	\$121.11	\$122.32	\$123.54
XI	Color Guard Supervisor	Per Game	\$121.11	\$122.32	\$123.54
XI	Football Cheerleader Supervisor	Per Game	\$121.11	\$122.32	\$123.54
XI	SAT/ACT Proctor Rate	Standard Time Exams	\$121.11	\$122.32	\$123.54
XI	Track Official (other than dual/triangular meet)	Per 3 Hour Session	\$121.11	\$122.32	\$123.54
XI	Varsity Basketball Supervisor	1 Game - Afternoon	\$121.11	\$122.32	\$123.54
XI	Varsity Football Timekeeper/Announcer/Scout	Per Game	\$121.11	\$122.32	\$123.54
XI	Wrestling Tournament Supervisor/Timekeeper/Scorekeeper	Per session (3 hours)	\$121.11	\$122.32	\$123.54
XII	Away Event Supervisor/Scorekeeper (Includes supervision at contest)	Per Event	\$89.88	\$90.78	\$91.69
XIII	Academic extra-curriculars, (ex: HW Center)	Per Session	\$77.07	\$77.84	\$78.62
XIII	Athletic Event Supervisor/Timekeeper/Scorekeeper	1 Game/Match - Afternoon	\$77.07	\$77.84	\$78.62
XIII	Fed Challenge	Per Event	\$77.07	\$77.84	\$78.62
XIII	Professional Development Instructor	Per Hour	\$77.07	\$77.84	\$78.62
XIII	Summer Weight Room Supervisor	Per 2 Hour Session	\$77.07	\$77.84	\$78.62
XIII	Wilson Certified Instructor	Per Session	\$77.07	\$77.84	\$78.62
XIV	1680 Club MS	Per Session	\$57.17	\$57.74	\$58.32
XIV	Activity Supervisor (e.g. Peer leader)	Per Session	\$57.17	\$57.74	\$58.32
XIV	After School Library Supervisor (Mon-Thurs)	Per Session	\$57.17	\$57.74	\$58.32
XIV	Contemporary Ensemble	Per Session	\$57.17	\$57.74	\$58.32

**SCHEDULE C**

Bargaining unit members will be given first consideration in Schedule C assignments, where appropriate.

CLASS	TITLE	TERM	2021-2022	2022-2023	2023-2024
XIV	Detention Supervisor, 7-12 (4 people)	Per Hour	\$57.17	\$57.74	\$58.32
XIV	Elementary Instrumental Music	Per Session	\$57.17	\$57.74	\$58.32
XIV	Lunchroom Supervisor	Per Period	\$57.17	\$57.74	\$58.32
XIV	NYSSMA Accompanist/Preparation	Per Hour	\$57.17	\$57.74	\$58.32
XIV	Poetry Coffee House	Per Hour/ 24 hrs max	\$57.17	\$57.74	\$58.32
XIV	Poetry Coffee House (assistant)	Per Hour/ 12 hrs max	\$57.17	\$57.74	\$58.32
XIV	Professional Development Instructor - Prep Time	Per Hour	\$57.17	\$57.74	\$58.32
XIV	School Trip Chaperones (after school hrs with advance consent of principal)	Per Hour	\$57.17	\$57.74	\$58.32

## SCHEDULE C ATHLETICS

### INTERSCHOLASTIC SPORTS

**Responsibilities:** Coaches will be expected to fulfill all coaching responsibilities during their seasons. In the event that coaches are unable to fulfill their time commitment for practice and competition because of conflicting extra-pay responsibilities, their salary will be reduced on a pro-rata basis.

**Advancements on the schedule:** Coaches will move from one (1) salary step to another when qualified by experience and recommendation of the Athletic Director. For advancement in the interscholastic columns of the guide, only experience in the specific interscholastic sport currently being coached may be credited. Experiences as head or assistant coach will be considered identical.

**Middle School coaches:** Middle School Assistant coaches will be paid seventy-five percent (75%) of the salary rate paid to Middle School Head coaches. Upon the recommendation of the Athletic Director, Middle School Head coaches and Assistant coaches can be paid according to three (3) coaching sessions by assisting a Varsity coach for two (2) weeks either before the start of or after the conclusion of their Middle School sport season.

**Play-off pay:** Coaches who coach games played after the last divisional game or contest is concluded, shall be paid 3/60th of their coaching stipend for each game or contest (including byes)

Coaches will receive the following:

Tier I - Basketball, Football			
HEAD HS VARSITY	2021-2022	2022-2023	2023-2024
Years of Experience			
1-2 YEARS	\$ 8,042	\$ 8,433	\$ 8,827
3-4 YEARS	\$ 8,539	\$ 8,942	\$ 9,350
5-6 YEARS	\$ 9,112	\$ 9,514	\$ 9,920
7-8 YEARS	\$ 9,655	\$ 10,061	\$ 10,471
9-10 YEARS	\$ 10,189	\$ 10,601	\$ 11,017
VARSITY ASSISTANT, JV, MS FOOTBALL	2021-2022	2022-2023	2023-2024
Years of Experience			
1-2 YEARS	\$ 6,028	\$ 6,322	\$ 6,618
3-4 YEARS	\$ 6,419	\$ 6,719	\$ 7,022
5-6 YEARS	\$ 6,810	\$ 7,116	\$ 7,424
7-8 YEARS	\$ 7,201	\$ 7,513	\$ 7,828
9-10 YEARS	\$ 7,603	\$ 7,919	\$ 8,238
MIDDLE SCHOOL BASKETBALL	2021-2022	2022-2023	2023-2024
Years of Experience			
1-2 YEARS	\$ 4,823	\$ 5,058	\$ 5,295
3-4 YEARS	\$ 5,136	\$ 5,375	\$ 5,617
5-6 YEARS	\$ 5,447	\$ 5,692	\$ 5,939
7-8 YEARS	\$ 5,760	\$ 6,010	\$ 6,262
9-10 YEARS	\$ 6,082	\$ 6,335	\$ 6,591



Tier IA - Lacrosse			
HEAD HS VARSITY	2021-2022	2022-2023	2023-2024
Years of Experience			
1-2 YEARS	\$ 7,735	\$ 7,813	\$ 7,891
3-4 YEARS	\$ 8,224	\$ 8,306	\$ 8,390
5-6 YEARS	\$ 8,804	\$ 8,892	\$ 8,981
7-8 YEARS	\$ 9,348	\$ 9,442	\$ 9,536
9-10 YEARS	\$ 9,882	\$ 9,981	\$ 10,081
VARSITY ASSISTANT & JV	2021-2022	2022-2023	2023-2024
Years of Experience			
1-2 YEARS	\$ 5,797	\$ 5,855	\$ 5,914
3-4 YEARS	\$ 6,187	\$ 6,248	\$ 6,311
5-6 YEARS	\$ 6,574	\$ 6,639	\$ 6,706
7-8 YEARS	\$ 6,963	\$ 7,033	\$ 7,103
9-10 YEARS	\$ 7,365	\$ 7,438	\$ 7,513
MIDDLE SCHOOL	2021-2022	2022-2023	2023-2024
Years of Experience			
1-2 YEARS	\$ 4,638	\$ 4,684	\$ 4,731
3-4 YEARS	\$ 4,949	\$ 4,999	\$ 5,049
5-6 YEARS	\$ 5,529	\$ 5,311	\$ 5,364
7-8 YEARS	\$ 5,570	\$ 5,626	\$ 5,682
9-10 YEARS	\$ 5,892	\$ 5,951	\$ 6,010

**Tier II - Baseball, Competitive Cheerleading, Cross Country, Fencing,  
Field Hockey, Indoor Track, Soccer, Softball, Swimming, Tennis,  
Track, Volleyball, Wrestling**

<b>HEAD HS VARSITY</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>Years of Experience</b>			
1-2 YEARS	\$ 6,320	\$ 6,712	\$ 7,108
3-4 YEARS	\$ 6,750	\$ 7,149	\$ 7,552
5-6 YEARS	\$ 7,196	\$ 7,599	\$ 8,006
7-8 YEARS	\$ 7,634	\$ 8,042	\$ 8,455
9-10 YEARS	\$ 8,093	\$ 8,502	\$ 8,916
<b>VARSITY ASSISTANT &amp; JV</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>Years of Experience</b>			
1-2 YEARS	\$ 4,764	\$ 5,054	\$ 5,346
3-4 YEARS	\$ 5,063	\$ 5,363	\$ 5,665
5-6 YEARS	\$ 5,365	\$ 5,673	\$ 5,985
7-8 YEARS	\$ 5,709	\$ 6,018	\$ 6,331
9-10 YEARS	\$ 6,057	\$ 6,367	\$ 6,680
<b>MIDDLE SCHOOL</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>Years of Experience</b>			
1-2 YEARS	\$ 3,811	\$ 4,043	\$ 4,277
3-4 YEARS	\$ 4,051	\$ 4,290	\$ 4,532
5-6 YEARS	\$ 4,292	\$ 4,539	\$ 4,788
7-8 YEARS	\$ 4,567	\$ 4,814	\$ 5,064
9-10 YEARS	\$ 4,846	\$ 5,093	\$ 5,344

Tier III - Badminton, Bowling, Crew, Golf, Weight Room			
HEAD HS VARSITY	2021-2022	2022-2023	2023-2024
Years of Experience			
1-2 YEARS	\$ 5,271	\$ 5,583	\$ 5,898
3-4 YEARS	\$ 5,654	\$ 5,962	\$ 6,273
5-6 YEARS	\$ 5,954	\$ 6,273	\$ 6,596
7-8 YEARS	\$ 6,259	\$ 6,589	\$ 6,923
9-10 YEARS	\$ 6,646	\$ 6,972	\$ 7,301
VARSITY ASSISTANT & JV	2021-2022	2022-2023	2023-2024
Years of Experience			
1-2 YEARS	\$ 4,184	\$ 4,374	\$ 4,566
3-4 YEARS	\$ 4,434	\$ 4,629	\$ 4,825
5-6 YEARS	\$ 4,722	\$ 4,913	\$ 5,106
7-8 YEARS	\$ 4,963	\$ 5,160	\$ 5,359
9-10 YEARS	\$ 5,259	\$ 5,452	\$ 5,646
MIDDLE SCHOOL	2021-2022	2022-2023	2023-2024
Years of Experience			
1-2 YEARS	\$ 3,347	\$ 3,499	\$ 3,653
3-4 YEARS	\$ 3,547	\$ 3,703	\$ 3,860
5-6 YEARS	\$ 3,778	\$ 3,931	\$ 4,085
7-8 YEARS	\$ 3,971	\$ 4,129	\$ 4,288
9-10 YEARS	\$ 4,207	\$ 4,361	\$ 4,516

<b>EQUIPMENT MANAGER - FALL, WINTER, SPRING</b>			
<b>HS GIRLS EQUIPMENT MANAGER (1)</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>Years of Experience</b>			
1-2 YEARS	\$ 4,231	\$ 4,274	\$ 4,316
3-4 YEARS	\$ 4,622	\$ 4,668	\$ 4,715
5-6 YEARS	\$ 4,918	\$ 4,967	\$ 5,017
7-8 YEARS	\$ 5,203	\$ 5,255	\$ 5,308
<b>HS BOYS EQUIPMENT MANAGER (1)</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>Years of Experience</b>			
1-2 YEARS	\$ 4,231	\$ 4,274	\$ 4,316
3-4 YEARS	\$ 4,622	\$ 4,668	\$ 4,715
5-6 YEARS	\$ 4,918	\$ 4,967	\$ 5,017
7-8 YEARS	\$ 5,203	\$ 5,255	\$ 5,308
<b>MS GIRLS &amp; BOYS EQUIPMENT MANAGER (1)</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>Years of Experience</b>			
1-2 YEARS	\$ 4,231	\$ 4,274	\$ 4,316
3-4 YEARS	\$ 4,622	\$ 4,668	\$ 4,715
5-6 YEARS	\$ 4,918	\$ 4,967	\$ 5,017
7-8 YEARS	\$ 5,203	\$ 5,255	\$ 5,308

<b>Unified Basketball Team/Special Olympics Program</b>			
	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
Based on 7 week program	\$ 2,538	\$ 2,564	\$ 2,589

## INTRAMURAL SPORTS

Intramural sports are three (3) seasons of twelve (12) weeks each.

The rate for intrumural sports is based on five (5) days a week. Where a sport or activity is scheduled for only two (2) or three (3) sessions each week, salaries are to be paid on a pro-rated basis.

INTRAMURAL SPORTS - FALL, WINTER, SPRING			
HEAD COACH	2021-2022	2022-2023	2023-2024
Years of Experience			
1-2 YEARS	\$ 3,440	\$ 3,475	\$ 3,510
3-4 YEARS	\$ 3,631	\$ 3,667	\$ 3,704
5-6 YEARS	\$ 3,706	\$ 3,743	\$ 3,780
7-8 YEARS	\$ 4,200	\$ 4,242	\$ 4,284
ASSISTANT COACH	2021-2022	2022-2023	2023-2024
Years of Experience			
1-2 YEARS	\$ 2,570	\$ 2,595	\$ 2,621
3-4 YEARS	\$ 2,759	\$ 2,787	\$ 2,815
5-6 YEARS	\$ 2,995	\$ 3,025	\$ 3,055
7-8 YEARS	\$ 3,439	\$ 3,474	\$ 3,509

**Schedule D**  
**Sabbatical Leaves**

**Leaves Granted at Half Salary**

The following activities will be considered appropriate. They are listed in order of general preference, although the needs of the school system and of the particular staff member applying for Leave will be considered in each case.

1. **Formal Graduate Study**

A minimum of twenty (20) points and a maximum of thirty (30) points of study will be required for full-year leaves and the appropriate fraction will be required for half-year leaves. The study may be in courses for which formal college credit is granted, or in courses which are audited. Contents of courses in order of preference:

1. Teacher's own field of work in Manhasset.
2. Closely related fields.

2. **Writing of a Doctoral Thesis**

3. **Schedule of Travel Planned in Consultation with the Superintendent Granting of Leave**

First consideration will be given to those sabbatical leave plans which involve greatest self-improvement and greatest benefit to the school system. A secondary consideration will be the seniority of the staff members applying for leaves.

**Reporting Activities**

When formal college credit has been granted during the leave, an official transcript will be required.

When leaves have been granted for any other purpose, written reports planned in consultation with the Superintendent will be required.

## **Schedule E**

### **Supervision and Evaluation**

The parties recognize their obligation to negotiate pursuant to Education Law section 3012-c with respect to the Annual Professional Performance evaluation ("APPR") of unit members. The parties agree that the APPR which results from said negotiations shall not be contained within the collective bargaining agreement, but shall be contained within a separate document. The parties further agree that only those unit members who are rated "ineffective or "developing" shall have the right to appeal such rating, and that the decision of the Superintendent on such appeal shall be final and binding and not subject to the grievance and arbitration process of the parties' collective bargaining agreement. However, nothing herein shall prevent a teacher from challenging the evaluation within the context of a proceeding pursuant to Educational Law section 3020-a.

The parties understand and acknowledge that the following Schedule E and all other provisions of this Agreement relating to the observation and evaluation of unit members, including appeals, are superseded by the APPR Plan, except for unit members who are not covered by Education Law section 3012-c. Further, the parties agree that Schedule E shall apply to all unit members in the event the parties are unable to develop an APPR Plan pursuant to Education Law 3012-c.

#### **SCHEDULE E: Supervision and Evaluation**

Supervision and evaluation of the professional staff is a critical function that is primarily concerned with the improvement of professional practice for the benefit of students. It is the responsibility of the staff member to continue to grow as a professional and it is the responsibility of the administrator to assist the professional staff in the improvement of their practices. Regular visits to classrooms (or other professional settings) by administrators is an essential component of the supervisory process. To this end, administrators will be in classrooms on a regular basis.

#### **I. SUPERVISION OF TENURED STAFF**

The supervisory process for tenured staff members will consist of an alternating year program. Tenured staff members will alternate each year between a Performance Based Supervision Program and a Conference Based Supervision Program.

##### **A. THE PERFORMANCE BASED SUPERVISION PROGRAM**

1. The Performance Based Supervision Program will consist of a plan developed collaboratively by the teacher and administrator. The teacher and administrator will meet to develop the plan by not later than October 15<sup>th</sup>.

The teacher will submit the agreed upon plan, in writing, to the administrator by not later than November 15<sup>th</sup>. The written plan submitted by the teacher will include, but not be limited to, the teacher's goals for the year, an approximate schedule of checkpoint

meetings, and a method for the assessment of the degree to which the goals have been met.

The Performance Based Supervision Program will consist of formal observations, conferences and written feedback.

2. Performance Based Supervision, at the teacher's request, and with the approval of the administrator, may consist of measures other than formal observations and conferences, such as the following: (The list that follows is not all inclusive)

- \* Professional Portfolio Development
- \* Peer Observation/Coaching
- \* Professional Collaboration
- \* Action Research

A teacher's participation in a supervisory plan that includes measures other than formal observations and conferences will be voluntary. A written plan, as described above, will be developed and submitted.

#### **B. THE CONFERENCE BASED SUPERVISION PROGRAM**

The Conference Based Supervision Program will consist of meetings between the teacher and administrator as follows:

1. First conference meeting to be held prior to November 15<sup>th</sup>.
2. Second conference meeting to be held prior to February 15<sup>th</sup>
3. Third conference meeting to be held prior to May 15<sup>th</sup>.

The teacher will be prepared to engage in meaningful discussion with the administrator at the conference and will provide evidence of his/her performance which can include, but not be limited to, the following: (The list that follows is not all inclusive)

- \* Student Work
- \* Parent Communication
- \* Workshop/conference seminar attendance and/or materials
- \* Performances/exhibits/displays of student work
- \* Collaborative work with other staff members
- \* Assessment instruments

#### **C. TEACHER IN NEED OF SUPPORT**

When an administrator determines that a staff member's performance is in need of support, the administrator will notify the teacher, in writing, by June 1st and will provide the specific reasons for this determination. This notification will be part of the teacher's end-of-the-year evaluation.

In the ensuing academic year, the following steps will be implemented:



1. The administrator will meet with the teacher prior to October 15<sup>th</sup> to develop the Support Plan.
2. The administrator will provide the teacher, in writing, with suggestions and recommendations which address the specific reasons for the determination and which will enable the teacher to bring about a change in performance.
3. The Support Plan may include, but not be limited to, announced and unannounced observations and ongoing conferences which will provide an opportunity to review the recommendations for improvement and the teacher's progress.
4. There will be at least one formal announced observation each semester which will include a pre--observation conference, an observation of at least 30 minutes, a post-observation conference and a written record of the observation. Unannounced observations may include a post--observation conference and/or a written record of the observation.

#### **D. PROFESSIONAL REVIEW PROCESS**

Tenured teachers who have been notified that they will be in need of continued support for the following academic year, may request a review of this decision through the president of the MEA or his/her designee, by making such a request no later than June 10<sup>th</sup>. The professional review process panel shall consist of the president of the MBA and the Superintendent of Schools or their respective designees. Should the Superintendent not participate personally on the panel, the panel will make a recommendation to the Superintendent. The decision of the Superintendent shall be final and binding and not subject to the grievance and arbitration process of the collective bargaining agreement.

#### **II. ANNUAL EVALUATION OF TENURED STAFF**

Tenured teachers will receive an annual, written end-of-the-year evaluation.

A. Conference Based: At the conclusion of the Conference Based year, the administrator will prepare an end-of-the-year evaluation statement as follows:

"This staff member has met with his/her supervisor on (insert dates of conferences) to discuss the scope of his/her work for the year and has fulfilled his/her professional responsibilities for the (insert school year) following reasons:"

OR

"This staff member has not fulfilled his/her professional responsibilities for the (insert school year) following reasons"

B. Performance Based: At the conclusion of the Performance Based year, the administrator will write an end-of-the-year summative evaluation summarizing the teacher's overall performance and it shall be based upon first-hand information gathered by the administrator(s). A copy of the end-of-the-year evaluation will be provided to the teacher before the end of the school year.

The teacher may file a written response to his/her annual evaluation

### **III. SELF EVALUATION (For Tenured Teachers Only)**

In the Performance Based Year, a teacher may wish to pursue a plan for self-evaluation. Teachers who wish to pursue this alternative must notify the appropriate administrator by June 1<sup>st</sup> of the current academic year. The administrator will notify the teacher whether they have been approved for a self-evaluation program. by the end of the academic year.

#### Procedure for Self-Evaluation

1. The self-evaluation process begins with a meeting between the teacher and the administrator prior to October 15<sup>th</sup>.

2. The administrator will assist the teacher in identifying areas of interest or need, and suggest means by which goals can be realized (i.e. conference/workshop attendance, videotaping, peer planning, peer observation, professional portfolio development, etc.) Whenever possible and feasible, the administrator will assist the teacher in obtaining the necessary resources for the teacher's participation in this process.

3. Within one month of the initial meeting, the teacher will submit a written plan for self-evaluation. This plan will state the teacher's goals, identify the means by which the goals will be realized, and identify the criteria by which the teacher will assess his/her performance.

4. A mid-year meeting between the teacher and administrator will occur prior to February 15<sup>th</sup>. This meeting will serve to provide the teacher with the opportunity to update the administrator on his/her work and to make any request for additional assistance, etc.

5. By not later than May 15th, the teacher will submit a written self-evaluation report. The self-evaluation report will be descriptive and will contain a qualitative and quantitative assessment of the realization of his/her goals. The administrator will be available for consultation or advice with respect to the self-evaluation report. The self-evaluation report will be type written solely by the teacher.

6. The administrator will prepare and submit a written response to the teacher's self-evaluation.

#### **IV. SUPERVISION AND EVALUATION OF NON-TENURED STAFF**

The process for supervision and evaluation of probationary and non-tenured part-time staff will include announced and unannounced observation and reports, ongoing conferences and a written summative end-of-the-year evaluation. There will be a minimum of one formal announced observation each semester which will include a pre-observation conference, an observation of at least 30 minutes, a post-observation conference, and a written observation report. Unannounced observations may include post-observation conferences and/or a written observation report. Non-tenured staff will receive written end-of-the-year evaluations in each of their non-tenured years.

A probationary teacher shall receive a written notice of the District's intention not to reappoint him/her by February 15<sup>th</sup> if he/she is in the last year of the probationary year and by April 15<sup>th</sup> for all other years.

Schedule F

To: \_\_\_\_\_  
Re: \_\_\_\_\_ (Name of Patient)  
\_\_\_\_\_ (Social Security No.)  
\_\_\_\_\_ (Date of Birth)

Please answer the following questions concerning your patient's impairments. Attach all radiologist reports, laboratory and test results which have not been provided previously to the Social Security Administration.

1.   a.     Date of first treatment     \_\_\_\_\_  
      b.     Date of most recent exam     \_\_\_\_\_  
      c.     Frequency of treatment     \_\_\_\_\_

2.   What is your diagnosis of your patient's condition?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.   Prognosis:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.   Identify the positive clinical findings that demonstrate and/or support your diagnosis and indicate location where applicable:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Identify the laboratory and diagnostic test results which demonstrate and/or which support your diagnosis:

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6. Please list your patient's primary symptoms, including pain, loss of sensation, fatigue, etc.:

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7. Are your patient's symptoms and functional limitations reasonably consistent with the patient's physical and/or emotional impairments described in this evaluation?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

If no, explain:

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8. If your patient has pain, please address the following factors:

a. The nature of the pain: \_\_\_\_\_

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b. The location of the pain: \_\_\_\_\_

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c. The frequency of the pain: \_\_\_\_\_

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d. The precipitating factors leading to the pain: \_\_\_\_\_

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e. Other factors relating to your patient's pain: \_\_\_\_\_

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9. Please estimate the range of your patient's level of pain (0-1=none to trace; 2-3=mild; 4-5=moderate; 7-8=moderately severe; 9-10=severe):

0 - 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - 10

10. If your patient has fatigue, please estimate the range of your patient's level of fatigue (0-1=none to trace; 2-3=mild; 4-5=moderate; 7-8=moderately severe; 9-10=severe):

0 - 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - 10

11. Have you been able to completely relieve the pain with medication without unacceptable side effects:  
\_\_\_\_\_ Yes \_\_\_\_\_ No

12. As a result of your patient's impairments, estimate your patient's residual functional capacity if your patient were placed in a normal **COMPETITIVE FIVE DAY A WEEK WORK ENVIRONMENT ON A SUSTAINED BASIS**.

a. In an eight-hour day, my patient can only (circle full capacity for each activity):

1. Sit 0-1 1 2 3 4 5 6 7 8 (hours)

2. Stand/Walk 0-1 1 2 3 4 5 6 7 8 (hours)

3. Would it be necessary or medically recommended for your patient not to sit continuously in a work setting?

\_\_\_\_\_ Yes \_\_\_\_\_ No

(a) How frequently must your patient get up and move around?

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(b) How long before your patient can sit again? \_\_\_\_\_

4. Would it be necessary of medically recommended for your patient not to stand/walk continuously in a work setting?

\_\_\_\_\_ Yes \_\_\_\_\_ No

b. My patient can:

1. Lift	Never	Occasionally	Frequently
0-5 lbs.			
5-10 lbs.			
10-20 lbs.			
20-50 lbs.			
Over 50 lbs.			

2. Carry	Never	Occasionally	Frequently
0-5 lbs.			
5-10 lbs.			
10-20 lbs.			
20-50 lbs.			
Over 50 lbs.			

13. Does your patient have significant limitations in doing repetitive reaching, handling, fingering or lifting?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

a. If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Please indicate the degree of limitation that your patient would have in a competitive 8-hour workday using the upper extremities.

	Marked (Essentially precluded)	Moderate (Significantly limited but not completely precluded)	Minimal	No Limitations
Grasping, turning, twisting, objects	_____R	_____R	_____R	_____R
	_____L	_____L	_____L	_____L

14. List medication(s) prescribed, dosage, and any side effects your patient has reported:

[illegible]

16. List other treatment (e.g., surgery, physical therapy) and complications, if any:

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- Yes                 No

- Yes No



If so, can your patient do a full-time competitive job that requires that activity on a sustained basis?

\_\_\_\_\_ Yes \_\_\_\_\_ No

19. How often is your patient's experience of pain, fatigue or other symptoms severe enough to interfere with attention and concentration?

Never      Seldom      Periodically      Frequently      Constantly

20. Are your patient's impairments ongoing, creating an expectation on your part that they will last at least twelve months?

\_\_\_\_\_ Yes \_\_\_\_\_ No

21. Do emotional factors contribute to the severity of your patient's symptoms and functional limitations?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If so, indicate what emotional factors affect your patient (give specifics):

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22. Is your patient a malingerer?

\_\_\_\_\_ Yes \_\_\_\_\_ No

23. To what degree can your patient tolerate work stress?

\_\_\_ Incapable of even "low stress"

\_\_\_ Capable of low stress

\_\_\_ Capable of moderate stress

\_\_\_ Capable of high stress

Please explain the basis for your conclusions: \_\_\_\_\_

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24. Will your patient sometimes need to take unscheduled breaks to rest at unpredictable intervals during an 8-hour working day?

If yes, a. How often do you think this will happen? \_\_\_\_\_

b. How long (on average) will your patient have to rest before returning to work?

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25. Are your patient's impairments likely to produce "good days" and "bad days"?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please estimate, on the average, how often your patient is likely to be absent from work as a result of the impairments or treatment.

\_\_\_\_\_ More than three times a month

\_\_\_\_\_ About two to three times a month

\_\_\_\_\_ About once a month

\_\_\_\_\_ Less than once a month

26. Is your patient prone to infections?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

27. Does your patient need a job that permits ready access to a restroom?

\_\_\_\_\_ Yes \_\_\_\_\_ No

28. Are there any other limitations that would affect your patient's ability to work at a regular job on a sustained basis (please check all that are applicable)?

\_\_\_\_\_ psychological limitations

\_\_\_\_\_ limited vision

\_\_\_\_\_ no pushing

\_\_\_\_\_ need to avoid wetness

\_\_\_\_\_ need to avoid temperature extremes

\_\_\_\_\_ no pulling

\_\_\_\_\_ need to avoid noise

\_\_\_\_\_ need to avoid humidity

\_\_\_\_\_ no kneeling

\_\_\_\_\_ need to avoid turns

\_\_\_\_\_ need to avoid dust

\_\_\_\_\_ no bending

\_\_\_\_\_ need to avoid gasses

\_\_\_\_\_ need to avoid heights

\_\_\_\_\_ no stooping

\_\_\_\_\_ other \_\_\_\_\_

29. In your best medical opinion, what is the earliest date that the description of symptoms and limitations in the questionnaire applies?

Additional comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Specialty

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Address