



Agreement between

The “District”
The Plainedge Board of Education
Plainedge Public Schools

and

The “PFT”
The Plainedge Federation of Teachers

July 1, 2005 – June 30, 2010



Table of Contents

ARTICLE I Preamble	1
ARTICLE II - Recognition.....	3
ARTICLE III - Federation Rights	4
Membership Dues Deduction.....	4
Payroll Deduction for NYSUT VOTE/COPE	4
Payroll Deductions for NEFCU	5
Teachers' Mail Boxes	6
PFT Days.....	6
Use of School Facilities	6
PFT Representatives: Joint Meetings.....	6
Meetings with Superintendent	6
Reprisals.....	6
Availability of Publications	7
Printing and Distribution of Agreement	7
Opening Day Convocation.....	7
Board Meeting Minutes	7
President's Assignment.....	7
PFT Office Space	7
ARTICLE IV - Teachers' Rights and Responsibilities	7
Days of Instruction.....	7
Review of the Calendar.....	8
Teaching Day.....	8
Teaching Periods.....	8
Consecutive Teaching Time.....	8
Preparation Periods	9
Lunch Periods	9
Assembly Bell Schedule	9
Nine Period Day.....	9
Activity Periods.....	10
Zero" Period	10
Emergency Classroom Coverage	10
Teachers Used As Substitutes	10
Teaching Assignments	11
Facilities and Supplies	11
Mechanical Observations	11
Lesson Plans	11
Preparations in Secondary Schools.....	11
Floaters.....	11
Cafeteria Duties.....	12

Elementary Reorganization.....	12
Parent-Teacher Conferences	12
School Functions.....	13
Substitute Teachers	13
 ARTICLE V - Professional Responsibilities	 13
Personnel Records.....	13
Private Tutoring	14
Personal Business.....	14
Faculty Meetings / Professional Development	14
Professional Development - New Teachers.....	14
Extra Help	15
In-Service	15
Graduate Credits	16
Salary Increment	16
Ordering Goods and Services (Purchase Orders)	16
 ARTICLE VI - Personnel Practices.....	 16
Professional Vacancies	16
Teacher Transfers.....	17
Extra-curricular Positions	17
Excessed Teachers/Preferred Substitutes.....	18
Student Teaching.....	18
Committee Work.....	18
 ARTICLE VII - Salaries and Additional Benefits.....	 18
Salary Schedule.....	18
National Board Certification.....	19
Extra Duties.....	19
Guidance Counselors	20
Other Pupil Personnel Faculty	20
Tax Sheltered Annuities.....	20
Life Insurance	20
Health Insurance	21
Dental Insurance	21
Disability Insurance	22
Terminal Separation Compensation.....	22
Retirement Incentive	23
 ARTICLE VIII - Payment of Salaries and Deductions	 24
Pay Periods.....	24
Jury Duty.....	24
 ARTICLE IX - Leaves	 25
Sick Leave.....	25
Sick Leave Bank	25

Bereavement	25
Special Absence (Personal) Days	26
Child Care Leave	26
Health Leave	27
Other Leaves of Absence	27
.Job Abandonment	28
ARTICLE X - Grievance Procedure	28
Definition of Grievance	28
Powers of Arbitrators.....	29
Procedure to be Followed	29
Alternative Representation.....	30
ARTICLE XI - No Strike or Work Stoppage	30
ARTICLE XII - Management Rights	31
ARTICLE XIII - Mutual Agreement	31
ARTICLE XIV - Collective Negotiations	31
ARTICLE XV - Conformity with The Taylor Law	31
ARTICLE XVI - Duration.....	32

Agreement made and entered into the 30th day of June 2005, by and between the “District” (Plainedge Board of Education, Plainedge Public Schools, Town of Oyster Bay, Nassau County, New York, and its authorized agents) and the Plainedge Federation of Teachers, hereinafter referred to as the “PFT.”

ARTICLE I Preamble

This preamble describes the principles upon which the Plainedge School District and the Plainedge Federation of Teachers base our relationship and joint commitment to achieve mutual interests. By creating this preamble we hereby commit to continuing a collaborative relationship which aspires to last beyond the tenure of those currently in leadership positions in our respective organizations.

Section 1. Principles of the Relationship

This agreement is founded on the belief that all people take pride in their work, want to be involved in decisions that affect them, and share in the success of their efforts.

We hereby commit to work together to establish a vibrant and successful learning community that actively involves students, staff and community. We will dedicate ourselves to promoting success for our students, our schools and our community by:

- creating an atmosphere of mutual trust and respect;
- nurturing a culture of collaboration;
- recognizing individual talents and strengths;
- increasing staff diversity;
- encouraging innovation and risk-taking with a focus on improvement;
- learning from failure;
- building upon our successes;
- providing opportunities for individual growth;
- openly sharing information, knowledge and experience; and
- providing a caring, safe learning and working environment that is clean, healthy, functional, non-violent, and free of discrimination, intimidation, and harassment.

Section 2. Mutual Interests

The PFT and the District are committed to achieving the following mutual interests:

- A. Support for the District’s Goals.** The District’s goals are the results of the combined interaction of board members, administrators, faculty, staff, students and community members. It acknowledges the importance of maximizing the personal, creative and academic potential of each person in the school system. We commit to operating in ways which help realize these goals for all learners.

B. Accountability for Quality and Performance. We commit to continually improve existing structures to increase the accountability of those participating in the school system. Administrators, teachers, students, and parents share accountability for student performance, and the community is expected to be accountable for making available the resources needed to meet the learning needs of its families and their children.

C. Solvency. The resources currently available to educate children in the public schools do not allow all expectations to be met. With sufficient resources, proven methods exist to educate children to their full potential. Despite these challenges, we jointly accept the responsibility for doing our best with the resources currently available. We intend to demonstrate student achievement as part of persuading the community that adequate resources will make an important difference, and for diligently seeking adequate and secure sources of revenue to support student learning. We have a joint responsibility to utilize resources effectively, maintain a balanced budget, and ensure the success of the District in helping all members of the school system reach their potential.

D. Professionalism of Teaching and Teaching Support. We are committed to an on-going District-wide professional development initiative designed to improve student achievement and to increase the community's respect for the education profession.

We shall continue the professionalism process by working together in those areas that directly affect the delivery of educational programs and services. Accordingly, we support effective structures for professional development of teachers and support staff and a compensation system that supports the professionalism of teaching and teaching support.

E. Individual Rights and Responsibilities. To initiate the process, the following guiding principles will be utilized to acknowledge the unique responsibility both organizations have to the individuals who work within them:

- Faculty will be treated with respect and dignity and will treat each other that way. Students, parents and community members will be treated with respect and dignity. The obligations of law related to non-discrimination will be met by all employees and students. The District and the PFT shall not engage in discrimination of any kind that infringes on the civil or human rights of employees.
- Learning throughout the organization is fostered and promoted in an atmosphere in which there is freedom to provide for the free and orderly flow and examination of ideas so that students are able to synthesize information, discriminate between fact and opinion, discuss differing viewpoints, analyze problems, and draw conclusions. The educational program shall respect the

rights of students to examine issues, have access to information, learn in an environment free from prejudice and hold and express their own opinions without personal prejudice or discrimination.

- o Faculty will exercise professional judgment when presenting subject matter. The appropriateness of the subject matter and maturity of the students shall be considered. Members of the faculty are expected to make professional judgments regarding the selection of methods or techniques to be used. The teacher is expected to maintain a high professional standard of teaching and to employ the most effective teaching techniques to meet the District's goals.

F. Parent and Community Involvement. We jointly commit to continue efforts to involve parents and community members in the schools. This commitment is based on the belief that parent and community support is key to maintaining an effective public education system in a democratic society

G. Despite all of our mutual goals and aspirations, this preamble in no way limits or modifies teachers' rights under the contract.

ARTICLE II RECOGNITION

Section 1 – Exclusive Representation

The District hereby recognizes the PFT as the exclusive negotiating representative of the unit of employees of the Plainedge Union Free School District described as follows: All full and part time classroom teachers (including special area teachers), guidance counselors, psychologists, social workers, librarians and/or library media specialists and regular substitutes, high school/middle school academic coordinators and administrative assistants, and excluding all other employees. This recognition shall continue for the maximum period permissible under the Taylor Law. The term "teacher" in this contract shall refer to any of the members of the bargaining unit.

Section 2. Rights of Individuals or Other Groups

This recognition shall not preclude any individual's or other group's rights to present any matter to the Superintendent or the Board provided the presentation is made in accordance with established channels of communication.

Section 3. PFT Involvement

- a. In an effort to maintain a collaborative relationship, the Superintendent of Schools shall invite the PFT President to any discussion with members of the PFT that affect their terms and conditions of employment, and shall afford the PFT the opportunity to present its viewpoint at that time.

- b. If a change in terms and conditions were to occur, it would be in agreement with the PFT.

ARTICLE III FEDERATION RIGHTS

Section 1. Membership Dues Deduction

- a) The District hereby agrees to make semi-monthly dues deductions from teacher salaries for membership dues of the PFT, provided that the teachers authorize the District in writing to make such deductions. The PFT shall forward such authorization cards to the District. The District agrees to deduct and transmit such monies monthly to the PFT account.
- b) Such dues deduction authority shall be continuous while a teacher is in the employ of the school system, or until withdrawn by written notice on or before October 1 of the new school year with respect to the dues for that school year.
- c) The District will prepare a list of currently employed teachers who have previously signed dues deduction authorizations, and forward the list to the President of the PFT by October 15 of each year.

Section 2. Payroll Deduction for NYSUT VOTE/COPE

The District shall make two payroll deductions from the salary of each teacher as a contribution to NYSUT VOTE/COPE in accordance with the following requirements and conditions:

- a) The dates for VOTE/COPE payroll deductions are established as November 15 and April 15.
- b) Each teacher must provide the District with written authorization to make such deductions. The written authorization shall include the following language:

"I hereby authorize the Plainedge School District to deduct from my paycheck of November 15th and April 15th of each school year the sum of \$15 as a contribution to NYSUT VOTE/COPE, and to forward that amount to VOTE/COPE, P.O. Box 5190, Albany, New York 12205-9972.

This authorization is voluntarily made with the specific understanding that the signing of this authorization and the making of payments to VOTE/COPE are not conditions of membership in any labor organization or of employment with this school district, and that VOTE/COPE will use the money it receives to fund political

and/or ideological expenditures in connection with educational legislation or federal, state and local elections. "This authorization shall be valid on a continuing basis from year to year unless withdrawn in writing at least two weeks prior to VOTE/COPE payroll deduction dates."

- c) The written authorization must be on file in the Business Office at least two weeks in advance of the semi-annual payroll deduction dates of November 15th and April 15th.
- d) Signed written authorization for VOTE/COPE payroll deductions shall be valid on a continuing basis from year to year unless withdrawn by an individual, in writing, at least two weeks prior to the semi-annual VOTE/COPE payroll deduction dates.
- e) The District agrees to forward the sum total of all semi-annual NYSUT VOTE/COPE payroll deductions directly to the PFT VOTE/COPE Chairperson along with the following information:
 - 1) Name and social security number of each contributor
 - 2) Amount of each contributor's donation
 - 3) NYSUT local number
- f) The PFT shall create a legal refund procedure for VOTE/COPE fee payers who object to illegal expenditures, and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner.
- g) The Federation agrees to indemnify and save harmless the Plainedge Union Free School District and its officers and agents for any and all liability, loss, damages, costs, or expenses which they may hereafter incur, suffer, or be required to pay as a result of any legal action arising out of this agreement or the implementation of the NYSUT VOTE/COPE payroll deduction program described herein.
- h) This agreement shall be automatically nullified if payroll deductions as provided for within are declared to be illegal by any New York State or federal court or by ruling of the New York State Education Department.

Section 3. Payroll Deductions for NEFCU

Each unit member shall have the option to have a specified amount deducted from his/her paycheck and deposited by the District in an account in the Nassau Educator's Federal Credit Union (NEFCU). Notice must be given by May 15 of each year as to the amount to be deducted starting September 1 of that year. Adjustments in the specified amount deducted may only be made prior to December 31, to be effective beginning with the first paycheck in February. An employee may withdraw from the plan at any time with three weeks notice. Loan arrangements processed through the credit union will constitute an acceptable change during the course of the academic year.

Section 4. Teachers' Mail Boxes

The PFT shall have the right to use teachers' mail boxes and the district e-mail system for the distribution of communications, notices, circulars and publications.

Section 5. PFT Days

The District shall provide the PFT up to twenty (20) absences per year to allow members who are delegates and/or alternates to attend annual meetings such as, but not limited to, the New York State United Teachers Representative Assembly, the Committee of 100, and the Long Island Presidents Council Convention. The PFT agrees to pay the cost of the delegate's substitute if hiring a substitute is required. The absence will not be charged against the teacher.

Section 6. Use of School Facilities

The PFT may use school facilities for PFT meetings provided that such meetings shall not be held during the teaching day or during times which interfere with the instructional program. Regular Building Use Forms will be required except for emergency meetings which are approved by the building principal or the Superintendent or his/her designee.

Section 7. PFT Representatives: Joint Meetings

Because the District and the PFT are committed to maintaining a collaborative relationship, the building principal and PFT representatives in each building shall meet on a regular basis at mutually convenient times to discuss matters of joint concern.

Section 8. Meetings with Superintendent

The Superintendent of Schools or his representative and a PFT representative shall meet on a regular basis at mutually convenient times to discuss matters of joint concern.

Section 9. Reprisals

The Board of Education and its administrative personnel shall not discriminate against any member of the unit on the basis of race, creed, color, national origin, sex, age, marital status, sexual orientation or membership or participation in, or association with, the lawful activities of any employee organization.

Section 10. Availability of Publications

A copy of the current District Administrative Regulations, Policies of the Board of Education, and a copy of the current Agreement shall be available in each faculty room. The President of the PFT shall also receive copies of these materials.

Section 11. Printing and Distribution of Agreement

The District shall reproduce and distribute copies of this Agreement to each teacher.

Section 12. Opening Day Convocation

The President of the PFT shall be provided the opportunity to address the faculty during the opening day convocation when such a general staff meeting is held.

Section 13. Board Meeting Minutes

The President of the PFT and one building rep from each school shall receive copies of the minutes of public Board meetings as soon as possible after they have been approved by the Board for distribution.

Section 14. President's Assignment

The President of the PFT will be released from classes for two periods of the teaching day. The PFT agrees that if the president is an elementary teacher, the teacher may be transferred to a fifth grade assignment in order to facilitate the appropriate release time.

Section 15. PFT Office Space

The District shall provide the PFT with office and storage space at a mutually agreed upon location, subject to reasonable regulation by the Superintendent of Schools

ARTICLE IV TEACHERS' RIGHTS AND RESPONSIBILITIES

Section 1. Days of Instruction

The annual school calendar will provide for 182 days of instruction.

Section 2. Review of the Calendar

The President of the PFT shall have the privilege of reviewing any proposed calendar and of making recommendations about its contents before it is adopted by the Board.

Section 3. Teaching Day

- a) For safety of our staff and in line with the SAVE legislation, teachers will sign in at the beginning of their day and sign out when leaving for the day.
- b) The teaching day shall be six hours and forty-five minutes.

Section 4. Teaching Periods

Teachers in the secondary schools will be assigned 5 teaching periods per day. Exceptions will be limited to teachers teaching alternating day courses, courses in a five day cycle or semester courses. In these cases, teachers may teach a daily combination of periods such that the average teaching periods per day over the course of a full year would be five. In no case will a teacher teach more than 6 periods on any given day.

Teachers may volunteer to teach a 6th class at a rate of compensation 1/6th of MA step 1 of the current salary schedule. If no teacher volunteers, the District may assign up to three teachers per year in any one department.

Science teachers may volunteer to teach 1/2 assignment in addition to their regular assignment as long as the 1/2 assignment does not result in an increase in the number of students they teach. Compensation for the 1/2 assignment will be 1/12th of MA step 1 of the current salary schedule. If an insufficient number of teachers volunteer to meet the District's needs, the District may assign teachers to fulfill scheduling requirements.

Any teacher assigned more than 5 teaching periods will not be assigned an activity period.

Section 5. Consecutive Teaching Time

- a) Elementary teachers: Elementary teachers shall teach no more than 160 consecutive minutes.
- b) Secondary teachers:
 1. Secondary teachers will be assigned no more than three consecutive period teaching assignments unless the teacher agrees to take a fourth to insure a special program.

2. Secondary teachers will be assigned no more than three consecutive period assignments (including teaching and non-teaching) where administratively feasible.
3. In no case will secondary teachers be given more than four consecutive period assignments (teaching and non-teaching).

Section 6. Preparation Periods

1. All teachers except part-time teachers shall have one unassigned preparation period per day. Elementary preparation periods shall be no less than forty minutes. This preparation period shall not be assigned during "0" period.
2. On days when elementary teachers teach ½ day of instruction, their preparation period shall be twenty (20) minutes. Coverage on such days shall be determined by the parties within each building in a way that is in the best educational interest of the students.
3. When partial day professional development activities, CSE meetings, or Annual Review meetings occur, the "0" period may be used as teachers' preparation period if no other preparation time can be arranged.
4. On days when teachers are on a full day administrative assignment, teachers will not have a preparation period and will have a lunch period of no less than sixty minutes.
5. Teachers shall use professional judgment in the use of preparation periods.

Section 7. Lunch Periods

All full-time teachers will be provided with one duty-free lunch period during the teaching day of no less than 40 minutes.

Section 8. Assembly Bell Schedule

In order to maintain continuity of instruction on days when the usual bell schedule must be modified for assembly programs or other unusual circumstances, an abbreviated schedule may be established in each building and substituted for the regular bell schedule. During an abbreviated schedule, teachers' lunch periods will be no less than 35 minutes, and other periods modified as necessary to accommodate the special program.

Section 9. Nine Period Day

In a secondary school which employs a nine (9) period day, the teaching day shall include five (5) teaching periods and, in addition, one (1) preparation period, one (1) lunch period, and two (2) activity periods. Teachers may either be assigned one professional and one administrative activity, as defined in Section 10 below, or two professional

duties, or, if the parties mutually agree, two administrative duties. Nothing in this section shall be construed to modify the definition of the teaching day contained in Section 3 of Article IV.

Section 10. Activity Periods

a) Professional Activities

Professional assignments include, but are not limited to, activities such as team meetings, working in resource centers, "buddy" assignments with probationary teachers, committee work, curriculum development, professional development, professional activities related to Individual Learning Plans, lab set-ups, extra help sessions for students, independent study work with students, tutoring, researching and developing grant applications, parent contacts, workshops, serving as voluntary student "advisors," and the like. Such professional activities will be mutually agreed to by the principal and the teacher.

b) Administrative Activities

Administrative activities are supervisory, managerial, or clerical in nature, and involve activities not typically related to instruction. Such activities include, but are not limited to, hall or playground supervision, supervision of bus loading or unloading and study hall assignments. The parties may agree to substitute professional activities for administrative activities.

c) Elementary "Zero" Period

At the Elementary level, a zero period will be held daily from 8:25 am to 9:05 am. Such time will be used for professional activities as outlined in Part a. This period will not be formally assigned as a preparation period.

Section 11. Emergency Classroom Coverage

In cases of emergencies during the teacher day, teachers may be reassigned from activity assignments to cover classes of their colleagues.

Section 12. Teachers Used As Substitutes

The District may utilize teachers during their preparation periods to substitute for absent staff members, in lieu of hiring per diem substitutes, at a rate of pay as indicated in Appendix 2 attached hereto. The assignment to such substitution must be voluntary on the part of the teachers.

Section 13. Teaching Assignments

Every effort shall be made to provide each teacher with tentative subject and grade level assignments for the September term on or before June 15, but in any event before the last day of school in June.

Section 14. Facilities and Supplies

The District shall provide (1) a clean and comfortable lounge in each school building for the use of the faculty during the school day; (2) a desk with filing space or a desk and some other type of filing or storage facility in each instructional area; and (3) adequate supplies of the materials necessary to the teaching function.

Section 15. Mechanical Observations

Mechanical devices, such as video and audio tape or cassette recorders, public address systems, one way mirrors or the like, will not be used for classroom observation or supervision without the teacher's agreement. Appropriate mechanical or electrical devices may be incorporated into the supervisory process for performance improvement or staff development purposes with the agreement of the teacher.

Section 16 – Lesson Plans

All teaching personnel will maintain lesson plans. Planning should be consistent with the Plainedge Standards of Teaching.

Section 17. Preparations in Secondary Schools

To the extent that it is administratively feasible no more than three preparations will be required of any secondary teacher. In no case will a teacher be assigned more than 4 preparations.

Section 18. Floaters

Floaters are defined as those teachers who are assigned to more than one building during a working day. Floaters may be assigned a daily maximum of five assignments each, not to exceed one period in length, all of which may be teaching assignments. Teachers who float will not be assigned an activity period.

Floaters shall be compensated for travel between schools at a rate prescribed by the Board annually.

Section 19. Cafeteria Duties

- a) Middle School, and/or high school teachers may volunteer for cafeteria duty to supervise students and cafeteria aides, and shall be compensated at the rate prescribed in Appendix 2. If nobody volunteers, teachers may be assigned the duty of supervising cafeteria aides on an equitable, rotating basis during the school year. One such teacher will be physically present in each cafeteria in each secondary school for the entire lunch period.
- b) Elementary teachers will not be assigned cafeteria duty.

Section 20. Elementary Reorganization

A one-half elementary reorganization day will be provided for elementary teachers in June and will be scheduled so that it occurs no later than the Friday which falls one week prior to the close of the school year. The use of this half-day is at the professional discretion of the teacher.

Section 21. Parent-Teacher Conferences

Elementary

- a) Four (4) elementary school parent-teacher conferences, each one-half day in length, shall be scheduled annually. One of these conferences may be designated as an evening session by the Superintendent. When this happens, the prior teaching day will be one half day in length.
- b) The district may hold two (2) evening sessions on school days during the school year for the purpose of parent-teacher conferences. These sessions shall not exceed two and one-half (2 ½) hours in length, nor end later than 8:30 PM. One of these meetings may be designated as a "Back-to-School Night."

Middle School

- a) The district may hold one evening session on school days during the school year for the purpose of a parent-teacher conference night and one evening session as a Back-to-School night. These sessions shall not exceed 2 ½ hours nor end later than 8:30 pm.
- b) One half day middle school parent teacher conference shall be scheduled annually during the school year from 12:30 to 3:45 pm. This conference shall be held on a Tuesday.

High School

The district may hold two evening sessions on school days during the school year for the purpose of parent meetings. These sessions shall not exceed 2 ½ hours in length nor end later than 8:30 pm.

The PFT and the administration will work cooperatively to improve the quality and format of these evening meetings.

Section 22. School Functions

All teachers shall be entitled to attend, free of charge, all school functions and activities except for certain student fund raising activities.

Section 23. Substitute Teachers

The District will make all reasonable efforts to hire substitutes for absent teachers.

ARTICLE V PROFESSIONAL RESPONSIBILITIES

Section 1. Personnel Records

Upon request and with reasonable notice, teachers shall be permitted to examine, after school hours, the official personnel record maintained in Central Office under their own names. Such files will contain credentials, certification documents, transcripts, employment recommendations received by the District, and supervisory evaluations of the teacher's performance in the Plainedge Schools. Materials such as letters of reference, college placement folders, portions of the original application and other similar material received by the district prior to the teacher's employment shall not be examined.

Ratings, observations, and evaluations of the teacher made by supervisory personnel shall not be placed in the teacher's file until the teacher has had an opportunity to read them. The teacher shall acknowledge that he/she has read such materials by signing the copy to be filed, but such signature shall not be deemed to constitute the teacher's agreement with its content. Refusal of the teacher to sign will be noted by the appropriate representative of the District. The teacher shall have the right to respond in writing to any material filed, and such written response shall be placed in the file.

Communications concerning teacher conduct and performance, other than evaluative materials prepared according to district policy, shall not be filed in the folder prior to the conclusion of a waiting period of ten (10) school days, such waiting period to provide the teacher an opportunity to initiate a grievance. The ten (10) day waiting period shall begin when the teacher receives a copy of material to be filed. Material on which a grievance is initiated shall not be placed in the folder until the grievance is resolved. Any material

judged inaccurate or incorrect as the result of the grievance procedure shall not be placed in the folder.

At the time of examination of the file, the teacher may prepare a list of the documents found to be in the file and place such list in the file.

Section 2. Private Tutoring

Teachers shall not teach, coach or counsel privately, for pay, any pupil in their classes, on their teams, in their activities, or assigned to them as counselees.

Section 3. Personal Business

Teachers shall not engage in business transactions when they are teaching or on assigned duties.

Section 4. Faculty Meetings / Professional Development

One Tuesday each month shall be designated as a 2-hour professional development period, exclusive of travel time; one Tuesday per month shall be set aside for faculty/department/grade level meetings; one Tuesday per month shall be designated as a PFT meeting period; and one Tuesday per month shall be unassigned. Should there be a fifth Tuesday in any given month, the use of that day shall be at the District's discretion. It is understood that such meetings shall be of reasonable length. This provision does not preclude the calling of emergency meetings on less than the usual notice, and on other than regularly scheduled meeting days.

Section 5. Professional Development - New Teachers

During their first year of employment, all new teachers shall be responsible for completing thirty (30) hours of professional development prior to and/or during the school year at the discretion of the school district. Each new teacher shall be paid a \$500 stipend.

The PFT will be offered the opportunity to meet with new teachers during the professional development sessions offered prior to the school year.

Section 6. Extra Help

Unit members shall provide extra help to students in need of the same, at such time as a teacher can reasonably provide, and the student can reasonably avail himself/herself of such help. Such help shall be provided before, during or after the workday.

Section 7. In-Service

- a) Teachers may take in-service courses that are directly related to their teaching assignment, Individual Learning Plan or at the suggestion of their supervisor. In-service courses approved by the Superintendent are awarded in-service credit.
- b) The Superintendent shall have the discretion to authorize stipends as listed in Appendix 2. These stipends will be available to teachers who are no longer eligible to receive in-service credit. In addition, the Superintendent shall have the discretion to offer a stipend in lieu of an in-service credit to a teacher who is not at Master's 75 or Doctorate. Discretions of the Superintendent regarding stipends shall be final and binding.
- c) Teachers shall be expected to attend the entire 15-hour segment. Absence in excess of 2 hours per 15-hour segments will result in the denial of credit or stipend.
- d) In-service courses will be awarded one (1) in-service credit for each fifteen (15) hours of class time, with a maximum of three (3) in-service credits to be awarded for any course. Exceptions to this limitation may be made at the sole discretion of the Superintendent. Credit may be applied to the district salary schedule only if prior approval for the course has been obtained. Such prior approval is dependent upon the course relating to the applicant's teaching assignment, ILP or as determined by the Superintendent.
- e) The number of in-service credits which may be applied for salary improvement purposes is not to exceed fifty (50) percent of the number of credits required to advance from one salary column to the next. In-service credits in excess of fifty (50) percent may be banked and applied, under the 50 percent rule, to subsequent salary column advancement.
- f) A minimum of 6 credits must be at the graduate level beyond Master's 60.
- g) The Superintendent retains the right to reject any in-service program that does not meet the District's professional standards. The approval of any course shall not be unreasonably withheld.

Section 8. Graduate Credits

- a) Teachers working toward a master's degree, a professional certificate or a doctorate may take courses for their program without prior approval.
- b) Teachers taking graduate courses for salary adjustment must apply for prior approval using the Prior Approval of Professional Study for Salary Credit form. Graduate courses will be approved if they are related to the teacher's teaching assignment or area of certification, are congruent with the teacher's Individual Learning Plan, or are suggested by the teacher's supervisor.

Section 9. Salary Increment

To apply for a salary increment, a teacher may submit a Request for Teacher Increment form. Salary increments may include a combination of in-service and graduate credit, with in-service not exceeding 50% of the total number of credits needed for salary advancement. To be granted credit for a graduate course, the grade for the course must be B or better and an official transcript verifying the successful completion of the course must be on file in the Office of Curriculum and Instruction. In service credits in excess of fifty (50) percent may be banked and applied, under the 50 percent rule, to subsequent salary column advancement. In the case of moving from M60 to M75, a minimum of 6 credits must be at the graduate level.

Section 10. Ordering Goods and Services (Purchase Orders)

- a) Any purchase of materials or services must be made through the District's purchase order system.
- b) Any purchase which does not comply with paragraph (a) shall be deemed a private transaction between the vendor and the person placing the order, and the district will assume no obligation for the payment.

ARTICLE VI PERSONNEL PRACTICES

Section 1. Professional Vacancies

- a) The District will advertise all openings for professional staff. Teachers applying for any position in the district need not complete application forms, but may outline interests and qualifications in writing to the Superintendent. Each qualified applicant will be interviewed.

- b) Teachers as selected by the PFT will be involved in the interviewing process for professional staff openings. Additionally, the administration will provide the PFT representative appropriate information relating to the professional qualifications of the applicants.
- c) The final decision for the employment of professional personnel rests with the Board of Education upon recommendation of the Superintendent.

Section 2. Teacher Transfers

- a) Teachers may request transfers from their current building assignment on or before April 1 of each school year by submitting a Request for Transfer form.
- b) When vacancies occur, transfer requests will be reviewed. Final approval of transfers will be made by the Superintendent of Schools and the building principal.
- c) When a teacher returns from any leave of absence, the teacher's request for a specific assignment will be given consideration. The final assignment, however, will be determined by the Superintendent.
- d) Any involuntary transfer will be made only after affording the teacher involved the opportunity to meet with the Superintendent or his/her designee and the building principal, at which time the reasons for the assignment or transfer will be given. The teacher may be accompanied by a PFT representative.
- e) No faculty member may be involuntarily transferred building to building more than once in any three (3) year period unless agreed to by the PFT President and the Superintendent.

Section 3. Extra-curricular Positions

Full-time teachers shall be given preference for extra-curricular positions (coaching, summer school, driver education, etc.), unless in the judgment of the Superintendent the applicants are not qualified.

If no qualified unit employees apply for such positions, the Superintendent may select from outside the unit.

When a unit employee or individual from outside the unit has filled an extracurricular position during the previous school year, he/she shall be given preference for said position unless in the judgment of the Superintendent he/she is not qualified.

Section 4. Excessed Teachers/Preferred Substitutes

- a) Should tenured teachers be excessed, they will be retained by the District for one (1) additional school year as regular substitutes. Such excessed teachers may be used to substitute, write curriculum, tutor students, or assume other responsibilities assigned by the district. Compensation for this one additional year shall be Bachelors Step 1 with full benefits.
- b) Following this one-year extension, excessed tenured teachers will be placed on the district's substitute list to substitute in areas for which they are certified. The rate of pay will be the Retired Teacher's rate.

Section 5. Student Teaching

- a) The PFT recognizes the responsibility of the profession to provide pre-service training experiences for potential teachers, and thus agrees to encourage its members, in all subjects and at all grade levels, to participate in student teaching programs. The PFT asserts that it will support decisions of teachers to volunteer as cooperating teachers.
- b) The District and PFT further agree to work cooperatively with each other and with teacher training institutions to improve the quality of student teaching programs and experiences. They also agree to mutually explore creative and/or unique ways to use student teachers to strengthen the District's programs of instruction, curriculum, and staff development while, at the same time, providing additional valuable pre-service learning experiences for these potential teachers.

Section 6. Committee Work

The PFT agrees that it will support District efforts to enlist faculty participation in committee work. Teachers who volunteer to serve on school and/or district Curriculum Committees will be compensated in accordance with the provisions of Appendix 2.

ARTICLE VII SALARIES AND ADDITIONAL BENEFITS

Section 1. Salary Schedule

- a) The teacher salary schedule for the school year 2005-2006 shall be as Appendix 1A.
- b) The teacher salary schedule for the school year 2006-2007 shall be as Appendix 1B.
- c) The teacher salary schedule for the school year 2007-2008 shall be as Appendix 1C.

- d) The teacher salary schedule for the school year 2008-2009 shall be as Appendix 1D.
- e) The teachers salary schedule for the school year 2009-2010 shall be as Appendix 1E.
- f) Salaries of part-time teachers will be prorated according to the teaching assignment. Part-time teachers who teach half-time or less will be advanced one half year on the salary schedule for each full year of service. Part-time teachers who teach for less than a full year, or who are assigned on some form of alternating day basis, shall receive salary step advancement credit proportional to the assignment.

Section 2. National Board Certification

A teacher granted National Board Certification, from the National Board for Professional Teaching Standards, shall be awarded a \$3,000 stipend. The stipend will be awarded annually for as long as the certificate is valid, but will not become part of the base salary.

Section 3. Extra Duties

- a) The rates of compensation for extracurricular activities and other extra duties and for coaching assignments assumed by teachers are annexed hereto and marked Appendices 2 and 3.
- b) The rate of compensation for the school years 2005-2006, 2006-2007 and 2007-2008 shall be the salary in effect on June 30 of the previous year, increased by 3%. The salary schedule for the school years 2008-2009 and 2009-2010 shall be the salary in effect on June 30 of the previous year, increased by 4%. The rate of compensation for extra curricula, extra assignments and coaching assignments are annexed hereto and marked Appendices 2 and 3.
- c) The payments designated in (a) and (b) above will only be made to teachers who received prior approval from the Superintendent of Schools.

Teachers who are appointed extra-curricular advisors are not eligible to receive extra payment for services rendered at events sponsored by their activity. (Example: The Freshman Class Advisor shall not be paid for participation in class activities).

- e) The PFT agrees to accept the salaries for all positions listed in Appendices 2 and 3 of the teacher contract as of June 30 of each year of the contract as fixed salaries for the entire school year, and shall make no demand to reopen negotiations on the salaries of these positions during the year for which they have been agreed to.

Section 4. Guidance Counselors

- a) Regularly assigned counselors shall be compensated at the rate of three and one-half (3 ½) percent of their base salaries for working three days prior to the opening of school and three days after the last day of school.
- b) Any additional days will be mutually determined by the counselor and the appropriate administrator and will be compensated at the counselor's daily rate.
- c) It is expected that the guidance counselors will be actively involved in evening activities for parents and/or students as they pertain to the guidance function. This may include, but is not limited to, counselor nights, college entrance programs, college planning nights or college nights. Participation at any and/or all of these programs shall be mutually agreed to by the appropriate administrator and the counselor. Two of these nights may replace attendance at other evening programs to which attendance is required. Additional evenings worked shall be the counselor's hourly rate.
- d) At least once a month on a rotating schedule, the counselors shall be available to meet with parents beyond the regular teaching day; on such a day, the counselor may elect to alter his/her hours for that day by coming in later, or take compensatory time at some other time as mutually agreed by the counselor and administrator.

Section 5. Other Pupil Personnel Faculty

It is expected that the social workers and psychologists will also be involved in evening activities such as parent workshops or parent meetings. Participation at any and/or all of these programs shall be mutually agreed to by the appropriate administrator and the pupil personnel faculty member. Two of these nights may replace attendance at the two evening meetings to which attendance is required. Additional evenings worked shall be compensated at the hourly rate.

Section 6. Tax Sheltered Annuities

The District will continue to provide opportunities for all employees to participate in the tax sheltered annuity program within the limits established by the Internal Revenue Service.

Section 7. Life Insurance

The District will provide at no cost to the teacher a group term life insurance policy of \$8,000 for all eligible teachers with less than three (3) years of service in Plainedge, and \$20,000 for all eligible teachers with three (3) or more years of service in Plainedge.

Qualifying teachers may purchase matching amounts at the group rate. Amounts equal to the premiums for additional insurance will be deducted from salary on a semi-monthly basis. Teachers who retire shall have the option of continuing this coverage at their own expense, at group rates, until they reach the age of 65.

Section 8. Health Insurance

- a) The District will contribute 80% of the cost of the individual or family health insurance premium during the term of this contract. Family coverage for active teachers may include domestic partners as defined by the insurance carrier. Each eligible teacher may select either the Empire Plan (or substitute agreeable to the parties), H.I.P., Choice Care, or Healthnet.
- b) Teachers who were enrolled in the District's health insurance program on July 3, 1998, and persons newly employed after July 3, 1998, may opt out of the District's health plan in exchange for a lump sum payment equal to 50% of the District's per capita premium contribution for the level of coverage for which the teacher is eligible. When first opting out, notice must be given of the intention to do so, on or before May 31st, to be effective July 1st for the ensuing school year.

Payment of the "buyout" funds will be made on or before June 30th of the ensuing school year during which health insurance has been waived. A teacher may re-enroll at any time, subject to Rules and Regulations of the New York State Government Employees Health Insurance Program. The teacher requesting re-enrollment shall be paid only a pro-rated share of the buyout sum based upon the portion of the year the District was not required to make premium contributions. The remaining 50% of the District's per capita premium contribution for those unit members waiving health coverage shall be held by the District for the benefit of all unit members who are eligible for health insurance.

- c) Regular substitutes working more than one semester shall be eligible for the health insurance benefits as per paragraph a. Regular substitutes are not eligible for the buyout option.
- d) Teachers employed less than half time will receive no district contribution toward health insurance. Teachers employed half time or more, but less than full time, shall receive a contribution of 64% of the district's premium

Section 9 – Dental Insurance

The District will continue the dental program administered by Healthplex, for the term of this agreement, at no cost to full time teachers, part-time teachers teaching more than 50% and to regular substitutes working more than one semester.

The district shall have the right to change insurance carriers provided that all benefits remain the same.

Dental insurance benefits will not be diminished during the duration of this agreement.

Section 10. Disability Insurance

The employee disability plan, outlined in the pamphlet, LTD Insurance Plan, Plainedge Union Free School District, will be continued for eligible members of the PFT for the term of this contract. The district shall have the right to change insurance carriers provided that all benefits remain the same.

Section 11. Terminal Separation Compensation

- a) Eligibility for terminal separation compensation is based upon fulfillment of all of the following conditions:
 - 1. The teacher has given at least thirty (30) days written notice of resignation, and leaves the District's employ only at the normal end of the school year unless circumstances beyond the control of the teacher necessitate leaving at a time other than the end of the school year.
 - 2. The teacher has completed four (4) consecutive years of service in Plainedge immediately prior to the termination of employment.
 - 3. The teacher is not resigning at the request of the administration in order to avoid the filing of charges under provisions of the state education law or the civil service regulations.
- b) Teachers may elect one of the following terminal separation compensation options:
 - 1. One tenth of one percent of the annual base contract salary for each unused sick day to a maximum of ninety-one (91) days, plus two-tenths of one percent of the annual base contract salary for each unused sick day in excess of ninety-one (91) days to a maximum of one hundred eighty-two (182) days.
 - 2. One half of one two hundredths of step one of the current salary schedule on the column being paid, not to exceed the Masters zero column; this amount is to be multiplied by two thirds of the actual unused sick days not to exceed 182.
- c) Terminal leave will be paid in a lump sum no later than July 15 of the year of retirement.

- d) Approved attendance days for conferences, school visitations, and professional assignments are included in the days of satisfactory service rendered per annum, and shall not be counted as sick or special absence days.
- e) In the event of the death of an above referenced PFT member, terminal leave and other benefits shall be payable as earned salary as per the employee's beneficiary provisions.

Section 12. Retirement Incentive

The following provisions shall be applicable to the district retirement incentive set forth herein:

- A)
 - 1. Employees who retire in order to avoid charges or penalties under Section 3020-a, 3012 subdivision b, or any other relevant provisions of Education Law are not eligible for a retirement incentive.
 - 2. The retirement incentive benefit set forth herein is in addition to any terminal compensation benefits to which a retiree is otherwise entitled.
 - 3. In order to receive the retirement incentive benefit set forth herein an employee must retire effective June 30 of the year of retirement.
 - 4. An eligible employee for Incentive Type A shall be defined as an employee who turns 55 years of age during the academic year of retirement (i.e. September 1 to August 31) and has accumulated 20 years of service creditable to the New York State Teachers Retirement System.
 - 5. Benefits for Incentive Type A will include a cash payment payable in the year of retirement based on the employee's years of service in the Plainedge Union Free School District, as reported by New York State Teachers' Retirement System and with partial years calculated as 9 months equal to 1 year, as follows:

Years 1-15	-	\$1,000 per year
Years 16-25	-	\$1,500 per year
Years 26-35	-	\$2,000 per year

Under the Type A Incentive, the retiree shall also be entitled to fully paid individual health insurance coverage for the employee's lifetime.

B)

1. An eligible employee for Incentive Type B shall be defined as an employee who is first eligible to receive benefits from the NYS Teachers' Retirement System without penalty during the academic year of retirement September 1 to August 31.
2. Benefits for Incentive Type B will include a cash payment payable in the year of retirement based on the employee's years of service in the Plainedge Union Free School District, as reported by New York State Teachers' Retirement System and with partial years calculated as 9 months equal to 1 year, as follows:

Years 1-15	-	\$1,000 per year
Years 16-25	-	\$1,500 per year
Years 26-35	-	\$2,000 per year

Under the Type B incentive, the district shall contribute the amount required by law for the retiree's health insurance.

- C) In either case, said employees must notify the District in writing of their intent to retire and to accept the retirement incentive on or before March 1st of said year.

**ARTICLE VIII
PAYMENT OF SALARIES AND DEDUCTIONS**

Section 1. Pay Periods

- a) Salaries will be paid twice a month, on the 15th and on the last day of each month, over a ten month period. In the event that the scheduled pay day is not a working day, checks will be issued on the preceding working day. Where teachers so elect, salary payments will be computed on a twenty-four (24) payroll distribution plan with the last four (4) checks being paid with the final check in June.
- b) If an anniversary and a scheduled pay date do not coincide, the amount received for that pay period will be determined by the majority of days under the old or the new scale. Adjustment for the differential will be made with the final check, in June.

Section 2. Jury Duty

Teachers serving on juries shall be paid their regular salaries less the payments they receive for jury duty. Upon return to school, the teacher shall submit to the Business Office proof of the number of days served and the amount of payment received for jury duty.

ARTICLE IX LEAVES

Section 1. Sick Leave

- a) Full-time teachers shall be entitled to eleven (11) sick days annually, with full compensation, cumulative to a total of one hundred eighty-two (182) days for personal illness or illness in the immediate family, and terminal separation compensation. Part-time teachers with an assignment of less than 50% will receive 5 sick days. Part-time teachers teaching 50% or more will receive a full complement of sick days.
- b) The unused sick leave days of part-time teachers and regular substitutes who are given full-time assignments with no break in service will be converted to full-time equivalents at the time of assignment to full-time status, and may be accumulated for sick leave and terminal separation compensation.
- c) Teachers who leave school during the school day due to illness or emergency shall not be charged with a sick day or special absence day if they have worked more than three hours and twenty minutes.
- d) Teachers absent for illness for more than five (5) consecutive working days shall inform the District of the anticipated duration of their absence by submitting a Certification of Health Care Provider form.

Section 2. Sick Leave Bank

A sick leave bank of sixty (60) days has been established for unit employees, and shall be replenished up to the sixty (60) day total effective September 1 of each year. A teacher who has exhausted his/her accumulated sick leave and who has applied for disability insurance and can reasonably be expected, in the opinion of the Superintendent, to receive such disability insurance consistent with the agreed policy on disability insurance, shall receive such time as is needed, not to exceed a maximum of twenty (20) days paid leave, from the sick bank. Part-time teachers will receive a pro-rated amount. The Superintendent shall dispose of applications in order of receipt. If a teacher's application is disapproved but the teacher is subsequently awarded disability payment based on that application, the application shall be approved retroactively. Regular substitutes are not eligible to draw from the sick leave bank.

Section 3. Bereavement

In the event of the death of a member of the immediate family, a domestic partner, or a relative residing in the same house, the teacher shall be granted leave of absence for bereavement, with full compensation, up to 5 work days. Immediate family is defined as

the employee's spouse, children, parents, brothers, sisters, grandparents, mothers and fathers-in-law, brothers and sisters-in-law and grandparents-in-law.

Section 4. Special Absence (Personal) Days

- a) Full-time teachers shall be allowed two (2) days per year for personal reasons which require time that cannot be scheduled on Saturdays or after school hours. Part-time teachers will receive one (1) special absence day per year. Special absence request shall be submitted to the Building Principal on a Special Absence Request Form signed by the teacher. Special absence days shall not be used solely to extend any holiday, long weekend, or recess period, nor may such days be used for outside paid employment.
- b) Except in cases of genuine emergency, all requests for personal leave shall be submitted at least five (5) days in advance of the day or days involved. Personal days may be used only in full day units.
- c) Special absence days are not cumulative as such, but when unused shall be applied to accumulated sick leave time.

Section 5. Child Care Leave

A leave of absence, without pay, for a period not to exceed two years from the commencement of the leave, will be granted to any tenured teacher or teacher previously tenured in the district, with three or more years in the District, for the purpose of caring for a child, whether natural or adopted by the teacher. In the case of a leave to care for any adopted child, the leave shall commence upon entry of an order by an appropriate court granting custody of a child to a teacher. An employee's entitlement to a child care leave for a birth or placement for adoption expires at the end of the 12-month period beginning on the date of the birth or placement.

A written request for a child care leave and/or family medical leave must be submitted to the Superintendent of Schools no later than sixty (60) days prior to the date requested, except in the case of an appropriate court granting custody of a child to a teacher.

A child care leave shall be of such duration that the time of return of the teacher from leave shall coincide with September 1st or February 1st of any school year. At the time a child care leave is granted, it shall contain the specific expected date of return. A teacher intending to return on the date specified in the leave must confirm the return with the Superintendent by March 1st for a September 1 return or by October 1st for a February 1st return. Failure to respond to this requirement shall be deemed a resignation and relieve the District of any obligation to re-employ the teacher.

A teacher may take a maximum of three (3) child care leaves, with no more than two (2) consecutive leaves at any point. In order for leaves not to be considered consecutive, the teacher must return to work for a full year.

It is recognized that there may be occasions when a teacher wants to return to work earlier than scheduled or at some time other than September 1st or February 1st because of unforeseen circumstances. In such circumstances the Superintendent will give prompt consideration to the request to return; it being understood that his/her decision in this matter shall be at his/her discretion and not subject to review in the grievance procedure, in arbitration or otherwise.

Child care leaves will not allow the teacher to advance on the salary schedule, and will not apply toward seniority.

For teachers eligible for a Family Medical Leave (FML), the FML will begin on the first day of the Child Care Leave and will run for twelve weeks, concurrently with the Child Care Leave. If eligible, the teacher may opt to take just a Family Medical Leave, but in that case the leave will be no longer than twelve weeks.

Teachers on child care leave who attend District training sessions will be compensated with credit-by-hour, or at the District Curriculum Writing rate.

Section 6. Health Leave

Full time teachers holding tenure appointments or teachers who were previously tenured in the district will be eligible for unpaid health leave. Said employees are entitled to be on leave for a maximum of four consecutive semesters.

Health leave will be granted upon written request to the Superintendent of Schools. Such requests must be supported by a medical/surgical statement from the teacher's physician with which the district's physician must concur.

Teachers who do not qualify for the district's disability insurance but who have accumulated sick days to their credit may use these days during the period of the leave. Upon full use of such days the leave will continue without pay. The teacher who qualifies for the district's disability insurance will receive benefits under the terms and conditions of that policy.

Section 7. Other Leaves of Absence

The District will consider employee requests for other leaves of absence without pay, such leaves to be granted at the sole discretion of the District.

Section 8. Salary Adjustments

Salary adjustments for partial months of service and for absences for which the teacher is not entitled to compensation shall be made in accordance with the Commissioner of Education's Decision No. 803 1.

Section 9. Job Abandonment

- a) A teacher absent from work without authorization for fifteen (15) or more consecutive work days shall be deemed to have abandoned and resigned from his or her position if he or she has not provided a satisfactory explanation for such absence on or before the fifteenth work day following the commencement of such unauthorized absence.
- b) Prior to the conclusion of the fifteen (15) work day period noted above, the district shall send notice to the affected teacher's last known address, by certified mail, return receipt requested, with a copy to the PFT President, that his/her absence is considered unauthorized and that, as a result of such absence, he/she will be deemed to have resigned from service, effective the 15th workday following the commencement of the unauthorized absence.
- c) If, after the fifteenth consecutive work day of absence, but within ten (10) work days from the date the notice was mailed, the absent teacher (or, if the teacher is medically unable, a member of the teacher's immediate family) explains the absence to the Superintendent or his/her designee, and requests reinstatement, the Superintendent shall, given evidence of capacity to perform, reinstate the teacher to the position from which he or she was deemed to resign, and shall have twenty (20) work days within which to initiate appropriate disciplinary proceedings.
- d) This procedure shall be in lieu of the disciplinary procedures prescribed by Education Law Sections 3012 and 3020-a.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definition of Grievance

The term "grievance" shall mean any dispute between the parties hereto with respect to the meaning or interpretation of any provision of this Agreement. The denial of tenure shall not constitute a grievance within the meaning of this contract and shall not be an arbitrable matter.

Section 2. Powers of Arbitrators

Arbitrators shall have no power or jurisdiction to add to, delete from, or modify any of the terms of this Agreement.

Section 3. Procedure to be Followed

a) First stage:

1. The PFT, or a teacher who claims to have a grievance, shall present the grievance in writing to the principal or supervisor within ten (10) working days after the grievance occurs, specifying the issues and requesting a conference to discuss them.
2. The principal or supervisor shall discuss the grievance with the PFT or the teacher and shall make such investigation as he/she deems appropriate.
3. Within ten (10) working days after receiving the written grievance, the principal or supervisor shall make and communicate a decision in writing to the PFT or the teacher presenting the grievance, to the Superintendent, and to the President of the PFT.

b) Second Stage:

If the grievance is not resolved by the principal or supervisor at the first stage, the Superintendent shall receive all records and reports related to the grievance. The PFT or the teacher may then choose one of the following alternatives:

1. The PFT or the teacher may request of the Superintendent a review of the first stage determination made by the principal or supervisor. Said request for review by the Superintendent shall be submitted, in writing, within ten (10) working days after receipt of the written determination in the first stage of this procedure. If the grievance was brought by a teacher, the PFT has the right to present to the Superintendent, in writing, within ten (10) working days after the receipt of the determination in the first stage of the procedure, a memorandum stating its views on the grievance. The Superintendent will review the decision in the first stage of this procedure, and make a determination within ten (10) working days of the receipt of the request or a review.
2. The PFT or the teacher and/or his/her representative may request, in writing, a hearing with the Superintendent to review the determination made in the first stage of this procedure. Said request must be submitted to the Superintendent within ten (10) working days after receipt of the determination made in the first stage of this procedure. The Superintendent shall set a date for said hearing within five (5) working days of receipt of the request, and shall notify the grievant and/or the PFT

of this date, which shall take place within ten (10) working days of receipt of the request for a hearing. The superintendent shall submit his/her findings to the PFT or the teacher, upon such review, within ten (10) working days after the conclusion of said hearing. If the grievance was brought by a teacher, the PFT has the right at the hearing to make an oral or written presentation of its views on the grievance.

c) Third Stage:

1. Either party to this Agreement may appeal from the determination of the Superintendent after the completion of the first and second stages, by requesting in writing, within ten (10) working days after the receipt of the determination of the Superintendent, the arbitration services of the American Arbitration Association. A copy thereof shall be mailed simultaneously to the other party. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply. The cost of any such arbitration, excluding attorney's fees, shall be borne equally by the District and the PFT.
2. The award of such arbitration shall not be final or binding, but shall be advisory in nature only and shall include a statement of the Arbitrator's findings of fact, conclusions and recommendations.
3. The District has the legal responsibility to make recommendations of the Arbitrator in exercising this responsibility. Action by the Board will be taken within thirty (30) days after receipt of the Arbitrator's report and recommendations.

Section 4. Alternative Representation

The teacher instituting a grievance shall have the right to appear personally, or through the PFT or any other representative chosen by the teacher. Should the teacher not designate the PFT, it shall have the right to be present at all stages of the procedures herein set forth.

Section 5. Waiver of First Stage

The Superintendent and the PFT may, by mutual agreement, agree to waive the first stage of the foregoing grievance procedure.

**ARTICLE XI
NO STRIKE OR WORK STOPPAGE**

The PFT and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The PFT

agrees, therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work by teachers covered by this Agreement, nor shall the PFT or its agents or representatives instigate such actions.

**ARTICLE XII
MANAGEMENT RIGHTS**

It is expressly understood and agreed that the Board reserves exclusively to itself the right to cancel, amend, change, modify, or revise any and all existing rules, regulations, orders, and policies, and/or to institute or adopt new rules, regulations, orders and policies, on any and all matters and subjects that do not substantially affect the wages, hours, or terms and conditions of employment of the teaching staff.

**ARTICLE XIII
MUTUAL AGREEMENT**

This collective bargaining agreement may not be changed except by mutual agreement of the parties in writing.

**ARTICLE XIV
COLLECTIVE NEGOTIATIONS**

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

In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties shall meet forthwith for the purpose of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof.

**ARTICLE XV
CONFORMITY WITH SECTION 204-a OF THE TAYLOR LAW**

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

**ARTICLE XVI
DURATION**

The provisions of this Agreement shall be effective July 1, 2005 and shall continue in full force and effect until June 30, 2010.

Plainedge Federation of Teachers

Laura Pokorny, President

August 25, 2005

Plainedge Union Free Schools

John A. Richman, Superintendent of Schools

August 25, 2005