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Title: **Brentwood Union Free School District Board of Education and Brentwood Teachers Association (BTA), New York State United Teachers (NYSUT), National Education Association (NEA), American Federation of Teachers (AFT), AFL-CIO (2001) (MOA)**

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# 830688

# **CONTRACT AGREEMENT**

between the  
***Brentwood Union Free  
School District***  
and the  
***Brentwood Teachers Association***

***2001-2002***

***2002-2003***

***2003-2004***

***2004-2005***

***2005-2006***

950  
teachers

X-6/30/06

108 pages

5/6/02

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PREAMBLE

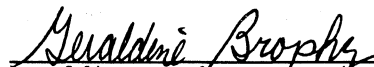
In order to effectuate the provisions of chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Brentwood Board of Education (hereinafter referred to as the "BOARD") and its professional employees represented by the Brentwood Teachers Association, (hereinafter referred to as the "ASSOCIATION"), and to enable the professional employees more fully to participate in and contribute to the development of policies for the School District so that the cause of public education may best be served in Brentwood.

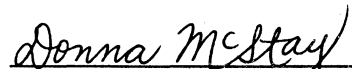
THIS AGREEMENT IS MADE AND ENTERED INTO ON THE 29TH DAY OF JUNE, 2001, by and between the Board and the Association.

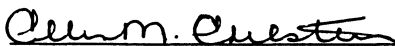
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 29th day of June, 2001.

BRENTWOOD TEACHERS ASSOCIATION

  
Joseph P. Hogan, President


  
Geraldine Brophy, Executive  
Vice President

  
Donna McStay, Vice President

  
Ellen Edelstein, Vice President

BRENTWOOD U.F.S.D.

  
Les Black, Superintendent

  
Michael H. Fasullo,  
Associate Superintendent

ARTICLE I

RECOGNITION

- A.1. The Board recognizes and certifies the Association for the purposes of collective negotiations, pursuant to the Public Employees Fair Employment Act, as the exclusive representatives of a unit consisting of all FULL TIME members of the teaching staff and other certificated employees of the Board on tenure, probation, or interim appointment, with the exception of the Superintendent, Associate Superintendent, Administrative Assistants, Assistant Principals, Directors, Assistant Directors, Coordinators, Department heads, Department Chairpersons and Deans.
- A.2. The Board agrees to recognize the Brentwood Teachers Association as the exclusive representative for those permanently assigned substitute teachers and those substitute teachers that substitute twenty (20) or more days per school year.
- A.3. Those substitute teachers qualifying for representation by the Brentwood Teachers Association shall be entitled only to those terms and condition of employment specifically enumerated in Appendix 9 of the Agreement which is attached hereto.
- B. Unless otherwise indicated, employees in the above units shall hereinafter be referred to as "teachers".
- C. If a new position within the bargaining unit is created during the life of this Contract, the inclusion of said position shall be determined by mutual agreement of the parties.
- D. Recognition shall extend until one hundred and twenty (120) days to the annual meeting date in 2001.
- E. The Board agrees not to negotiate with any other teacher organization other than the Association for the duration of this Agreement.
- F. The following organizations shall be referred to in this contract according to the following abbreviations:
- |            |  |
|------------|--|
| B.T.A.     | Brentwood Teachers Association   |
| N.Y.S.U.T. | N.Y.S. United Teachers   |
| A.F.T.     | American Federation of Teachers  |
| AFL-CIO    | American Federation of Labor -<br>Congress of Industrial Organizations |



## ARTICLE 2

### TEACHER ASSOCIATION AND BOARD RIGHTS

1. A schedule of meeting times, at least monthly in frequency shall be established at the beginning of each school year by the building principal cooperatively with the Association Building Committee. Meetings may be requested either by the Building Principal or the Association Building Committee on any or all of the dates specified and shall be held to discuss school operations and questions relating to the implementation of this Contract as it affects the building. Every effort shall be made to find a suitable meeting time within the framework of the school day which does not interfere with instruction time available to students. The Association Building Committee shall be selected or appointed in a manner to be determined by the Association to represent the Association in that school.
2. The Board, the Superintendent and the Association agree to exchange all existing information for the development of proposals on the matters to be negotiated under the Agreement. All pertinent records of Brentwood Union Free School District shall be made available to both parties which do not infringe upon the rights of the individuals.
3. Teachers shall have their dues deducted from their paychecks for the Brentwood Teachers Association, New York State United Teachers, American Federation of Teachers, A.F.L.-C.I.O. and any other approved professional association. Annual membership dues for those associations shall be deducted according to a plan agreed upon by the Board and the Association. Methods of implementation shall be summarized in Article 29.
4. The Superintendent and representatives of the Association shall meet regularly on at least a monthly basis to discuss matters relating to the implementation of this contract, and other matters of concern. The agenda shall be drawn up by the Superintendent and the President of the Association at least one (1) day in advance of meetings. If the Superintendent is not available, upon mutual agreement, he shall designate his representative, or, the meeting shall be rescheduled for the earliest date on which he is available.
5. Upon reasonable notice when it is mutually agreed by the Superintendent or his designated representative and the President of the Association to engage in Association activities directly relating to his duties as representative of the teachers during school hours, the President shall be given a mutually agreed amount of time, without loss of pay, to perform this activity as stipulated in Article 32. If this activity necessitates a visit to investigate working conditions, teacher complaints or problems which cannot be handled more effectively using the grievance or other existing procedures, the Superintendent shall advise the building principal of the estimated time of arrival of the Association representative. The Principal, or in his absence, his representative shall confer with the President in order to facilitate the purpose of the visit.

6. Negotiations, conferences and meetings shall be scheduled whenever possible so that teaching time shall not be lost. If, upon mutual agreement of the Superintendent or designated representative and the President of the Association or his designee, it is necessary that any said activity occur during working hours, representatives of the Association shall suffer no loss in pay.
7. Upon request the Association, as the exclusive representative of the teachers, and teachers requested to appear before the Board shall be given an early place on the agenda of all meetings of the School Board.
8. The Association shall be given an opportunity at the beginning of the building faculty meetings to present brief reports and announcements which will not exceed fifteen (15) minutes. Administrators and other school officials shall not be present at any level Brentwood Teachers Association meetings, unless they have been specifically invited to attend.
9. The Association shall be given a place on the agenda of the orientation Program for new teachers.
10. All teachers shall be entitled to attend, free of charge, all school activities in the Brentwood Public Schools except for certain student fund raising activities.
11. Teachers serving on District committees dealing with terms and conditions of employment that may affect this contract shall be designated by the Association.
12. This Contract shall supersede any rules and regulations or practices of the Board of Education which shall be contrary or inconsistent therewith:  
  
This Agreement constitutes Board policy for the terms of said Agreement beginning July 1, 1996, and the Board shall carry out the commitments contained herein and give them full force and effect of Board policy.
13. Federal and State programs subsidized by special grants shall be developed, when possible, with personnel to be affected. Upon request, the Association will review such programs with the Superintendent or his delegated representative.
14. The Association shall have the right to use school buildings, facilities and equipment, pursuant to existing practices and Policies, provided that such use shall not interfere with the school program.

Duly authorized representatives of the Association, the New York State United Teachers, the American Federation of Teachers, A.F.L.-C.I.O., shall be permitted to transact official organization business on school property at all reasonable times, provided that this shall not interfere with or interrupt school operation, and subject to the approval of the Superintendent or his representative.

15. If any teacher is sued as a result of any action taken by the teacher while acting in the proper discharge of his duties within the scope of his employment, the Board shall provide legal aid and render all necessary assistance to the teacher in his defense. The teacher shall notify the Superintendent of such action within five (5) school days where the teacher is in attendance after the action is brought against him. In the event legal action is submitted to the Board concerning a teacher, the teacher shall be notified by the Superintendent's office. The teacher shall provide all facts required by the Board or its attorney, and cooperate fully in the preparation and trial of such action where necessary.
16. The Association shall have the right to post notices of its activities and matters of the Association on Brentwood Teachers Association bulletin boards in each building. The Association may use the inter-school mail service and teacher mail boxes for communications to teachers. The public address system may also be used for Association announcements, the time for such announcements to be at the discretion of the building principal.
17. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a professional centralized reference library for all employees, with a book catalog for each building and procedure for distributing and returning books. An appropriate procedure to select books for this library shall be established by a committee appointed by the Superintendent. Such committee shall have B.T.A. representation.
18. Monitoring devices shall not be used in the Brentwood Public Schools except with the permission of the personnel involved.
19. The Board and the Superintendent shall continue the present practice of consultation with the Association before the adoption of a new policy which affects the teaching staff. The Association shall have a minimum of ten (10) school days to review such policy. Further consultation will be held upon notification by the Association. Absence of notification from the Association within this ten(10) day period will mean that further consultation is not necessary.
20. Teacher membership on committees, councils or groups appointed by the Board shall be named by the Association.
21. The Association and the School Board shall encourage and strictly support the article of the Joint Code of Ethics adopted by the New York State School Boards Association in 1950. (Appendix 2)
22. Article 14 of the Civil Service Law, (Taylor Law), - "It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

23. Copies of this contract shall be printed at the expense of the Board and presented to all teachers now employed or employed by the Board for the coming school year.

Within thirty (30) days after the Association has proofread and signed the new Contract or the first working day of the Contract's implementation, whichever comes later, the printed Contract shall be available to members of the bargaining unit.

24. Teachers shall have the option of making loan payments to the New York State Teachers Retirement System by payroll deduction.
25. Teachers shall have the option of purchasing U.S. Savings or Defense Bonds through payroll deduction.
26. This regulation constitutes an agreement between the Board and the Association to reach mutual understandings regarding matters relating to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Brentwood Public School System. The Board recognizes that it must operate in accordance with all statutory provision of the State and this Agreement and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes.
27. The Board will make available to the Association one (1) copy of the approved minutes of all Board meetings within seven (7) school days after such approval. The proposed agenda for each public Board meeting will be made available to the Association on the day before each meeting.
28. Copies of all official policies of the Board of Education and the Superintendent will be on file in all school libraries. One (1) copy of all official policies of the Board of Education and the Superintendent will be kept up to date by the District, sending one (1) copy of an additional or revised policy immediately after adoption.
29. The Association will have the right to prepare and distribute a B.T.A. handbook.
30. It is clearly understood that all teachers have the right of representation at any meetings where matters of discipline or terms and conditions of employment are discussed.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

##### A. DECLARATION OF PURPOSE:

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the BOARD) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

##### B. DEFINITIONS

A "GRIEVANCE" is a complaint by one or more teachers, or a violation, a misapplication or misinterpretation of this Contract, or of Board personnel policies. The denial of tenure is in no way to be construed as a grievance.

- 1) The term SUPERVISOR shall mean any department chairperson, principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.
- 2) The CHIEF EXECUTIVE OFFICER shall mean the Superintendent or his designee.
- 3) The ASSOCIATION shall mean the Brentwood Teachers Association.
- 4) The AGGRIEVED PARTY shall mean any person or group of persons in the negotiating unit filing a grievance.
- 5) The PARTY IN INTEREST shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- 6) The GRIEVANCE COMMITTEE is the committee created and constituted by the Brentwood Teachers Association.
- 7) The HEARING OFFICER shall mean any individual or board charged with the duty of rendering decisions at any level grievances hereunder.

##### C. PROCEDURES

- 1) All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, or the section of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and specific statement of the nature of the grievance and the redress sought by the aggrieved party.

- 2) Except for informal decisions at Level 1A, all decisions shall be rendered in writing at each step of the grievance procedures setting forth findings of fact, conclusions, and supporting reasons thereof. Each decision shall be promptly transmitted to the Association. A form mutually agreed upon shall be used.
- 3) The Board of Education and the Association agree to facilitate any investigation which may be required. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort shall be made to avoid interruption of classroom activity.
- 4) No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of administration against the aggrieved party, any party in interest, any representative, any member of the Grievance committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 5) Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents, will be jointly developed by the Superintendent and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 6) In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

##### D. TIME LIMITS

- 1) Since it is important to good relationships that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 2) No written grievance shall be entertained as described below and such grievance shall be deemed waived unless written grievance is forwarded at the first available level within thirty (30) days after the teacher knew or should have known of the act or condition on which the grievance is based.
- 3) If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under the Agreement shall be barred, unless there is notification of need for further investigation.
- 4) In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth therein shall be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as possible.

**E.1. LEVEL 1:**

- 1.a. A teacher having a grievance shall discuss it with his/her supervisor, (in the elementary schools, to his/her principal and, in the secondary schools, Adult Education and summer School Programs, to his/her Supervisor, and/or principal) either directly or through the Association Building Grievance Committee, with the objective of resolving the matter informally. The supervisor and/or principal shall confer with all parties in interest in arriving at his/her decision. If the teacher submits the grievance through the Association Building Grievance Committee, the teacher may be present during the discussion of the grievance.
- 1.b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor and/or principal within two (2) school days after the written grievance is presented to him/her, the supervisor and/or principal may call a meeting with the Building Grievance Committee or, without any further consultation with the aggrieved party or any party in interest, render a decision thereon in writing within five (5) calendar days, and present it to the teacher and the Association's Building Grievance Committee.
- 1.c. If a grievance affects a group of teachers and/or appears to be associated with system-wide policies, it may be submitted by the Association directly at Level 2 described below with a copy to the principal of the aggrieved party.

**E.2 LEVEL 2**

- 2.a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Level 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days thereafter, present the grievance to the Association's District Grievance Committee for its consideration.
- 2.b. If the Association's District Grievance Committee determines that the teacher has a meritorious grievance, then it shall file a written appeal of the Level 1 decision with the Chief Executive Officer within fifteen (15) school days after the teacher has received such written decision and an additional copy will be sent to the principal. Copies of the written decision at Level 1 shall be submitted with the appeal.
- 2.c. Within seven (7) school days after receipt of the appeal the Chief Executive Officer, or his/her duly authorized representative shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.
- 2.d. The Chief Executive Officer shall render a decision in writing to the teacher, the Association's District Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

**E.3 LEVEL 3: BOARD OF EDUCATION**

- 3.a. If the Association is not satisfied with the decision at Level 2, the Association's District Grievance Committee shall file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Level 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.
- 3.b. Within ten (10) school days after the receipt of the appeal, the Board of Education or the designated hearing officer of the Board of Education shall inform the Grievance Chairperson as to their intent to hear the grievance. If the Board does not choose to hear the grievance, the Association has the right to go directly to Level 4. If they choose to conduct a Level 3 hearing, said hearing will be conducted within five (5) school days following the Board's decision to hear the appeal.
- 3.c. Within three (3) days after the conclusion of the hearing, the Board of Education or the designated hearing officer of the Board of Education shall render a decision, in writing, on the grievance.
- 3.d. If the Board of Education or the designated hearing officer of the Board of Education does not hold a hearing or render a decision in writing with the foregoing time limits, then the Association may immediately move to Level 4, without regard to the time limits specified therein.

**E.4 LEVEL 4: ARBITRATION**

- 4.a. In matters concerned with the terms and conditions of employment covered by this Agreement, the Association, after a decision at Level 3, or in the event of the application of sub-paragraph 3.d., as the case may be, may submit the grievance to arbitration. The Association will determine whether the grievance is meritorious and that appealing it is in the best interest of the school system. It may submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days of the decision at Level 3.
- 4.b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association shall agree upon a mutually acceptable arbitrator competent in the area of the grievance, and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association or any other mutually agreed upon group by either party within five (5) school days. The parties shall then be bound by the rules and procedures of the group designated in the selection of an arbitrator.

- 4.c. The selected arbitrator shall hear the matter promptly and shall issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues.
- 4.d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- 4.e. The decision of the arbitrator shall be final and binding upon all parties.
- 4.f. The costs for the services of the arbitrator, including expenses, if any, shall be born equally by the Board of Education and the Association.

#### ARTICLE 4

##### TEACHING HOURS AND TEACHING LOAD

###### A. WORK DAY

Regular teachers shall have the following work days:

1. Teaching hours shall be fifteen (15) minutes before attendance is taken until ten (10) minutes after the final bell.
2. The required work day shall be no longer than 6 3/4 hours except as amended in this contract.
3. All other teachers may be assigned appropriate starting and dismissal times provided that their total work day shall be no longer than that of a regular classroom teacher, including a duty-free lunch period which will correspond to the lunch periods of the classroom teachers for that school.
4. Elementary school teachers shall have a forty (40) minute duty-free lunch period and secondary school teachers shall have one (1) full duty-free lunch period, to be scheduled within the regular lunch hour.
5. Any modification of an existing contractual right or benefit caused by the implementation of Part 100 of the Regents Action Plan will be negotiated with the BTA prior to its implementation.
6. The time created by the addition of Careers and Technology to the sixth grade curriculum will provide the sixth grade teachers with a period of time not specifically allocated to the instruction of their own students. A plan to provide for the use of this time, developed by the sixth grade teachers and administrator, will be submitted to the Superintendent for approval no later than October 1st. A portion of this time must involve direct student contact.

###### B. WORK YEAR

The work year of teachers (other than new personnel who may be required to attend additional orientation sessions) shall begin no earlier than one (1) day prior to the first day that students are required to report at the opening of school and will end on the last day that student attendance is required and applies only to teachers who have completed normal check-out procedures. (See Appendix 1)

- C.1. Teachers are expected to remain after the end of the normal work day when necessary and without additional compensation, to fulfill their professional obligations connected with the teaching of children, such as participation in parent-teacher conferences, tutorial help of students, case conferences, in-service professional growth activities, or meetings, etc.
- C.2 Teachers may be required to attend, without additional compensation, no more than two (2) mandatory faculty, grade level or department meetings per month, nor more than two (2) evening assignments or meetings per each school year, and such meetings or assignments shall not

require supervision of students nor last more than two (2) hours per month. The two (2) hours constitute a time whereby the Administrator can either have two (2) meetings of one (1) hour each or one (1) meeting of two (2) hours. This time would not include the fifteen (15) minutes given to the BTA at the beginning of faculty meetings. It is agreed that if evening assignments/meetings are scheduled, neither can exceed two (2) hours. In keeping with past practice, if one evening assignment, (e.g. Back to School Night) is scheduled for two and one-half (2 1/2) hours, there will not be a second mandatory evening assignment or meeting for that year. (For more information on guidelines for Evening Assignments, refer to Appendix 11.)

Teachers new to Brentwood will attend additional after school training programs as indicated in Article 34.

**D. CLASSROOM INSTRUCTION - ELEMENTARY**

1. The number of hours of classroom instruction for elementary teachers per day shall not exceed five (5) hours fifteen (15) minutes per day on a weekly average nor more than five (5) hours thirty (30) minutes on any two (2) days.
2. Elementary classroom teachers shall not be required to remain in the classroom while a special teacher is instructing except a few minutes at the beginning and at the end of the lesson. This shall constitute a duty-free preparatory period.
3. All classroom teachers grades 1-6 shall be provided with five (5) preparation periods per week. Further, the District agreed to schedule one (1) per day except where severe scheduling difficulties can be proven or additional professional staff must be hired to effect same.
4. Art, Music and Phys. Ed. teachers shall be provided with five (5) prep periods per week of not less than thirty (30) continuous minutes duration. Further, the District agrees to schedule one (1) per each day except where severe scheduling difficulties can be proven or additional professional staff must be hired to effect same.
5. A conscientious attempt will be made to schedule adequate blocks of time at each grade level where there are no specials or pullouts. There will also be conscientious effort to schedule prep periods in order to provide congruent time for grade level meeting and planning.

**E. CLASSROOM INSTRUCTION - SECONDARY**

1. Secondary teachers shall in addition to their lunch period have at least one (1) preparation period, one (1) period long, each day.
2. Academic subject area secondary teachers shall not be assigned, in an eight (8) period day or more, more than five (5) teaching periods, one (1) duty period, one (1) preparation period and one (1) lunch period. All special area teachers who by the nature of their specialty may be required to teach double periods may be assigned to a six (6) period teaching day with no duty period. In a seven (7) period day or less, each teacher shall not be assigned more than five (5) supervision periods.

Members of the High School Science Department may have teaching loads of 25, 26 or 28 teaching periods per week. Any Science teacher having 25 or less periods a week shall be available for regular assigned duties. Science teachers having 26 teaching periods per week shall be available for two (2) periods per week for assignment specifically associated with the needs and/or activities of the Science Department.

Science teachers having 28 periods per week will not be assigned a regular duty period.

3. Secondary school teachers shall not be required to teach more than two (2) subject areas nor more than three (3) teaching preparations within said areas at any one time, it being understood that limiting the preparation to two (2) will be a more educationally sound policy. Teaching preparations are defined as different subjects or different grade or grouping levels within the same subject area. Art and Music will not be covered by this provision.

It should be noted that scheduling difficulties caused by Part 100 of the Regents Regulations may necessitate scheduling a fourth preparation. Every attempt to exhaust scheduling alternatives within the building will be made to avoid scheduling a teacher for a fourth preparation. In the event a fourth preparation must be scheduled, every effort will be made to avoid assigning that teacher a duty period or a homeroom assignment.

4. A teacher may volunteer to teach a 6th period class. Such teacher shall be compensated 1/6 of the existing first step of the BA schedule. In no case will a 6th period class be assigned so that the hiring of a full time certified teacher is avoided. In addition, the District will provide lists of the classes and where each is located.
5. In the event of an additional period being added onto the current eight (8) period Junior High School day, placement of staff in the later schedule (periods 2-9) will first be filled on a voluntary basis. Wherever possible the earlier schedule (Periods 1-8) will be offered to the more senior teachers. In all instances, certification requirements will be the overriding consideration.

It is understood that the choice for more senior teachers applies only in those instances where an earlier assignment is possible.

In no instance is this intended to give teachers a choice of particular class assignments.

- F. Teacher participation in extracurricular activities shall be strictly voluntary and teachers shall be compensated for all such participation in accordance with the provisions set forth in this Agreement.
- G. The Association will be consulted each year to determine the starting and dismissal times for each of the schools in the District. The final determination will be made prior to the ending of school of the preceding year.

- H. Except in those school buildings operating under a split or double session, secondary teachers shall not be assigned in a seven (7) period day or more, more than three (3) successive teaching periods. In a six period day or less, no more than four (4) successive teaching periods shall be assigned to a teacher. Whenever possible, no more than four (4) successive teaching periods shall be assigned to any teacher under any condition.
- I. The administration shall make every effort at the secondary level to insure that teachers will not be scheduled to more than one (1) classroom to instruct their classes. Whenever possible, teachers will not be required to teach in more than one (1) building. Special teachers by the nature of their position are not covered by this provision.

## ARTICLE 5

### CLASS SIZE

### JOB SECURITY

### TRANSFERS - BUILDING CONVERSIONS

#### A. DEFINITIONS:

1. Desired number of students - class size (minimums and maximums) under normal circumstances.
2. Permitted number of students - maximum (or minimum) class size even when normal conditions do not exist.
3. Normal circumstances - normal circumstances are in effect when ALL the following conditions are met:
  - a) when adequate space is available in the building to permit scheduling of additional classes for the purpose of reducing class size.
  - b) when population fluctuations have been anticipated through reasonable and regularly employed procedures.
  - c) when existing funds are sufficient to implement adjustment of class size during the school year.
- B. The District is committed to maintaining the educational programs we offer to our students. It is the intent of the District, when space/housing is available, to avoid the elimination or major reduction of programs whenever possible.

In the event of severe financial loss, prior to the elimination or major reduction of any program, consultation and dialogue with the BTA will take place. Said loss of funding will not be used to eliminate programs beyond the financial impact.

The above does not preclude program loss due to lack of enrollment.

#### C. GRADE LEVEL OR SUBJECT

<u>ELEMENTARY</u>	<u>RANGE</u>		
Kindergarten	20	22	25
Pre-First	16	22	22
First	21	26	26
Pre-Second	16	22	22
Second	22	28	28
Pre-Third	16	22	24
Third	23	29	29
Intermediate (4,5,6)	24	30	30
Low Ability Classes	16	24	24
Art-5 (50 minute) periods per day	600	750	800
	(per week)		
Music - Instrumental Sections	5	9	9
Classroom Instruction	24	30	30
Physical Education	25	33	34



References to Art and Music above will not apply in those elementary school buildings where one (1) classroom is available for each Art and Music teacher for all Art and Music instruction. When this is the case, Art and Music teachers will work a comparable day to elementary classroom teachers.

Elementary Physical Education teachers will work a comparable day to elementary classroom teachers. Elementary Physical Education teachers will work on a weekly average of 270 minutes a day of actual classroom time. However, 30 minutes within the 270 minute average may be assigned to the supervision of playgrounds and teacher's aides on duty thereof during the lunchtime recreation period. In those instances where the recreation period is confined to the school building, such time may be utilized as a preparation period for the physical education teacher.

For adaptive physical education classes, no teacher will be assigned more than 16 students per class.

Notwithstanding anything to the contrary, during the duration of the contract, the District may schedule any class(es) at maximum class size. However, the District recognizes the desirability of reducing class size below the maximum level. Within physical and fiscal limitations, the District will make every effort to keep classes scheduled at an average of two (2) below maximum.

D.	<u>SECONDARY</u>	<u>RANGE</u>
1.	English (Maximum pupil load per day) (10-12) (7-9)	120 140 145 140 145
	Low Ability Classes (per period) (10-12) (7-9)	16 22 24 16 24 24
2.	Other English Classes (C,AB,H) (10-12) (7-9)	22 28 30 24 28 30
3.	Other Academic Classes Using Regular Classrooms (Math, Science, Social Studies, Foreign Language) Maximum Pupil Load	120 140 145
	Low Ability Classes (Senior High) (Junior High)	16 22 24 16 22 24
	Other Classes (C,AB,H) Art Health Driver Education Lecture Simulator Road Group	22 28 30 22 28 30 22 28 30 24 32 32 14 16 16 3 4 4
	Home Economics/Career Skills Industrial Arts/Technology Laboratories Mechanical Drawing (no more than stations permit) Music Classroom - Instruction Physical Education	16 24 24 14 20 22 24 28 30 24 28 30 25 33 34

4. A pupil shall not be assigned to any science or Business Laboratory classroom in larger numbers than the capacity of the teaching facilities in stations available in that classroom.

Home and Careers and Technology class size for grade 6 shall have a maximum of 26 students, while for grades 7 and 8 the class size maximum shall be 25.

5. Preliminary Regents Competency Test (PRCT) Classes and Regents Competency Test (RCT) Classes for remedial skills will have a maximum of 22 students per class.
6. For adaptive physical education classes, no teacher will be assigned more than sixteen (16) students per class.
- E. Experimentation shall be possible with team teaching, large group-small group instruction, increased class size with the help of a classroom aide, the use of television for large groups, the use of other teaching machines, or, other methods presently being evaluated for modifying the existing educational organization.
- F.
  1. The maximum elementary class size may be exceeded by two (2) students for the first thirty (30) school days.
  2. The maximum secondary class size may be exceeded by two (2) students for the first thirty (30) school days provided that the affected teacher's maximum total load is not exceeded.

#### G.1. CLASSES FOR EXCEPTIONAL CHILDREN:

The District agrees to schedule all Special Education classes as per New York State mandates.

The District will make every effort to avoid going to the maximum class size for ED classes.

#### G.2. MAINSTREAMING

Careful consideration should be given when mainstreaming Special Education youngsters into regular classes to ensure that inordinate numbers of these students are not placed in the same regular education class.

Many factors should be taken into account when scheduling mainstreamed students in a particular elementary or secondary academic class. These factors include the behavior of the class into which the youngsters are potentially being placed, the enrollment of that class, and the ability level or track represented. Other considerations, of course, are whether or not the students being mainstreamed are projected to have a better than average, or less than average chance for success in the mainstream class.

Care should be taken not to overload an academic class with LRC youngsters, particularly when their capacity to deal with the specific academic material is limited by their disability. The same care should be maintained when scheduling LRC students into RCT labs.



While greater flexibility is in order when scheduling self-contained and LRC students into non-academic areas, judgment should be employed so as not to create an atmosphere detrimental to learning for all concerned.

Considering the above parameters, every effort will be made to insure that no more than 20% of the maximum class size for a regular education class will be populated by mainstreamed students.

#### H. CLASS SIZE AND JOB SECURITY

1. The Association fully recognizes the right of the District to abolish positions and programs except same shall not infringe upon the rights granted in the job security provision below:
2. It is understood that the maximum pupil load of 145 students referred to in Paragraph C.1. and C.3. above will take precedence, except for the first thirty (30) school days during which the maximum pupil load may not exceed 150 pupils.
3. All tenured teachers will receive one (1) year notice prior to excessing.
  - a) Prior to the end of a school year, any tenured teacher who may be excessed (due to declining enrollment, staffing changes, etc.) the following year, will receive written notification thereof. Example : A tenured teacher who may be excessed for the 1991/92 school year, will receive written notification to that effect prior to the end of the 1989/90 school year.
  - b) Notwithstanding the above, the District reserves the right to dismiss any teacher pursuant to the Education Law Section 3020.a.

#### I. TRANSFER POLICY - BUILDING CONVERSIONS:

1. The impact on staff caused by a reorganization of existing school facilities will be negotiated with the BTA. If, for example, the Freshman Center were to become a nine through twelve facility, the staffing of the school as well as reassignments from the school would be subjects of negotiations.
2. The following will serve as a model for the orderly transfer of teachers if a school is converted or closed:
  1. All personnel in the two (2) elementary schools to be converted are to be transferred on the basis of the following criteria:
    - a) All district vacancies will be determined.
    - b) All vacancies at Laurel Park and Southeast Elementary are to be occupied by teachers from East Elementary.
    - c) All vacancies at Southwest and Hemlock Park Elementary are to be occupied by teachers from South Elementary.
    - d) District seniority is to be the guiding principle.

- e) Once all vacancies are occupied at Southeast Laurel Park, Southwest and Hemlock, other teachers from East and South Elementary, yet to be assigned, (if that is the case), will be offered first choice of existing elementary vacancies elsewhere in the District.
- f) Once all teachers from South and East Elementary have been placed, other teachers who may need to be transferred, will be processed in accordance with the regular transfer policy.

3. No language contained in the Special Transfer Policy shall be construed as to be a guarantee of a position, if in fact:
  - a) A teacher at East or South Elementary School(s) is excessed as a result of his/her District seniority status within a tenured area.
  - b) A teacher at East or South Elementary is dismissed for cause utilizing proper procedures in accordance with law.
4. The creation and staffing of the 7th Grade Center will serve as a model for the 10th Grade Center. Upon the creation of the 10th Grade Center, it shall be staffed primarily by those teachers who would normally service the 10th grade students so assigned. All teachers in grades 10, 11 and 12 at the present high school complex will be afforded a reasonable opportunity to apply for any position at the 10th Grade Center. Patterns for staffing of the 10th Grade Center may be different for each department depending on normal existing practice. The Guidance Department serves well as an illustration. Where guidance staff normally rotate across existing sessions in grades 10, 11 and 12, rotational assignment changes (between 10th Grade Center and the existing high school complex housing grades 11 and 12), will be considered normal assignments. Teachers initially assigned to the 10th Grade Center will, in future years, be considered first for any future vacancies which may occur in grades 11 and 12.

#### J. EVENING HIGH SCHOOL

The District shall make every effort to maintain all Evening High School classes within the maximum class size of equivalent day school classes, except for the first thirty (30) calendar days.

## ARTICLE 6

### PUPIL PERSONNEL AND SPECIALISTS

- A.1. The Board and the Association recognize the fact that an adequate number of competent certified specialists is essential to the operation of an effective education program.
2. The following personnel are covered under this Article:
- GUIDANCE, SOCIAL WORKERS, PSYCHOLOGISTS, SPEECH, ATTENDANCE, READING CONSULTANTS, BILINGUAL, SPECIAL EDUCATION, LIBRARIANS, AND NURSES.
- B. All assignments in Pupil Personnel Services shall be in accord with background experience, certification and competency of the individual as evaluated by the Director of Pupil Personnel Services. The Board affirms its policy of hiring only certified personnel in the area of Pupil Personnel Services. The Board shall not hire less than the present personnel we have for the school year 1967/68, unless by reducing that number, the tenured personnel affected are assured of immediate tenured positions without loss of pay. In the event that such positions are reinstated, the personnel previously employed in those positions shall have first preference in those positions.
- C. It is agreed that all Pupil Personnel Specialists will continue to function during the school year until the completion of their assignment (work-load) within reason given by the Director of Pupil Personnel services.
- D. A procedure will be developed which will fully involve the B.T.A. prior to any decision being made by the Board regarding curtailment of staff and programs and the proper utilization of aides and paraprofessionals. This will become District policy.

## ARTICLE 7

### TEACHER ASSIGNMENTS

- A. Teachers will be notified in writing of their salary and tentative programs for the coming school year, including the schools to which they will be assigned, the grade and/or subjects that they shall teach, and any special or unusual classes that they shall have, as soon as practicable and under normal circumstances not later than June 1st.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers under normal conditions shall not be assigned outside the scope of their teaching certificates.
- C. In arranging schedules for teachers who are assigned to more than one (1) school, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable. Elementary teachers will be given a minimum of thirty (30) minutes travel time. Teachers who are assigned to more than one (1) school per day, shall receive the following compensation:
- A rate per mile as determined by the IRS deductible mileage allowance in effect as of the first working day of each school year. (For the 1996-97 school year, the rate shall be \$.31 per mile.)
- D. Teacher assignments shall be made without regard to race, creed, color, religion, nationality, sex, or marital status.
- E. A copy of the master schedule for each building shall be made available to all teachers in the building. A copy of the master schedule for each building shall be made available to the President of the Association.
- F. Every effort shall be made to assure a teacher his choice of the morning or afternoon session when a building is scheduled for a split session. Administrators in such building shall use the educational requirements of the programs affected in the final determination of assignments when using the following criteria:
1. Certification requirements
  2. Area competence
  3. Length of service in the District
  4. Experience
  5. Attendance records

## ARTICLE 8

### NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should to the extent possible, be utilized to this end. Therefore, the Board and the Association agree that whenever and wherever possible, teachers shall be relieved of non-teaching assignments as provided for in the provisions of this Agreement.
- B. Teachers shall not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor. In such event, the teacher shall be relieved of all personal liability for any accident which may occur in connection with said trip and shall be compensated at the rate as per Article 7.C within the metropolitan area.
- C.1. Teachers shall be relieved of student supervisory duties (outside of the classroom) limited to supervision of cafeteria, lunch time, playground duty, and bus loading and unloading. Teachers will supervise aides for the full time of the teacher's duty period and will be expected to remain in the vicinity to which the aid is assigned during this period.
- 2. The Board and the Association agree that the aides shall not perform formal instruction.
- 3. The free period that may be provided at the secondary level by release from non-professional tasks when a duty period is not assigned will be used for professionally related activities such as the following:
  - a) Department Meetings
  - b) Team Meetings
  - c) District-Wide Association Committees
  - d) Association Building Committees
  - e) Curriculum Development Committees
  - f) Parent Conferences
  - g) Individual Tutorial Help
  - h) Additional Preparation
  - i) Other activities related to the educational development or student welfare.
- 4. It is agreed wherever possible that the subject area departments and/or assigned teaching teams at the secondary level will be assigned to a common (same) professional period.
- D. A joint committee shall be formed of administrators and teachers to investigate the entire area of paraprofessional services. Before any new programs are instituted by the Board of Education concerning paraprofessionals, student aides, or teacher aides, consultation and dialogue will be held between the B.T.A. Executive Council and Central Administration.
- E. The Board of Education agrees to hire and train a sufficient number of teacher aides to relieve teachers of non-professional tasks as stipulated in this agreement.

- F. There will be consultation with the Superintendent or his/her designee and the President of the BTA or his/her designee prior to the creation of a new duty assignment.

## ARTICLE 9

### EVALUATION

- A. The following LESSON EVALUATION POLICY shall govern all regular classroom teachers. (See Appendix 3)
- B. A team of administrators working cooperatively with a committee appointed by the Association shall recommend Evaluation Policies to the Board for staff members not covered by the policy in Section A of the Article.
- C.1. Probationary teachers shall be provided with a copy of their Tenure Report and shall have the right to discuss this report with the administrator responsible for submitting the evaluation. The probationary teachers shall sign the administrator's copy of the report to indicate that they have seen the report and been given opportunity to discuss, and make written comments on space provided. (See Appendix 4.c.)
- 2. Probationary teachers denied tenure shall be notified at least 120 days prior to the expiration of the last year of their probationary period. The probationary teacher shall acquire tenure in the absence of such notification.
- 3. If after termination of State and Federal grants said tenure teacher is employed in a comparable position as a regular member of the staff, he/she shall be granted tenure.
- 4. Any probationary teacher denied tenure in the last year of their probationary period may appeal the administrator's decision to the Professional Council (see Article 23). The recommendation of the Committee shall be significantly weighed by the Superintendent and the Board in any final determination of the teacher's dismissal.
- 5. The teacher shall have the right, upon request, to review the contents of his personnel file with the exception of recommendations of a confidential nature and shall be allowed to make copies of any documents therein. The teacher shall be entitled to have a representative of the Association accompany him during such review.

### D. SUMMARY REPORTS AND DISMISSAL PROCEDURES

- 1. In addition to formal lesson evaluations, total evaluation also takes into account teacher's performance in other areas. Some of these are: teacher-staff relationships, professional preparation and growth, teacher-community relations, and contributions to general school services.
- 2. Normally, the building principal or central administration will notify a non-tenure teacher prior to the Easter Holiday regarding that teacher's status for the coming year. This notification will take into account all of the items listed above and may take the form of a letter, or a conference, or both. Areas in which a need for improvement is noted will clearly be indicated to the teacher. If a probationary teacher not eligible for tenure the following year is to return, these areas will be noted in a year-end summary. (See Appendix 4.b.)

- 3. While it is understood that the decision to retain or dismiss a non-tenure rests solely in the hands of Administration and the Board of Education, a non-tenure teacher may request, through his building principal, to further discuss with the Superintendent or the Board of Education, a decision affecting him/her.
- E. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her Personnel file unless the teacher has had an opportunity to review this material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof and that such signature may not be withheld. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.
- F. Dismissal of a tenure teacher shall become effective upon decision by the Board, in accord with the Education Law. If, upon approval, the final determination is in his/her favor, he/she shall receive restitution of position, pay and benefits as directed by the Courts or the Commissioner of Education.
- G. Probationary teachers employed as of the preceding September shall be notified of their employment status for the following year on or before March 1st.

## ARTICLE 10

### TEACHER EMPLOYMENT

1. All teachers hired after July 1, 1989 shall be placed on the salary schedule according to their education and experience using the following guidelines:
  - a) One (1) to two (2) years of teaching experience will be equated with placement on the first step.
  - b) Three (3) to four (4) years of teaching experience will be equated with placement on the second step.
  - c) Five (5) to six (6) years of teaching experience will be equated with placement on the third step.
  - d) Seven (7) to eight (8) years of teaching experience will be equated with placement on the fourth step.
  - e) Nine (9) or more years of teaching experience will be equated with placement on the fifth step.
  - f) Credit for horizontal salary placement shall be in accordance with guidelines as established by Appendix 6.
2. Credit for Military Experience shall not exceed two (2) years provided that such individual was a certified teacher at the inception of such military service.

Credit for experience in the Peace Corps, VISTA of National Training Corps work shall not exceed two (2) years provided that such individual was a certified teacher at the inception of such training and further provided that such service had interrupted his/her teaching career.
3. Credits used to determine salary or salary adjustments shall be acceptable only if those institutions granting such credits are recognized as accredited institutions by the New York State Education Department, or acceptable by the New York State Education Department.
4. During the duration of this Contract, salary adjustments shall be in accord with Policy 4141.1, which is attached to the Contract as Appendix 6. The policy will not be changed during the duration of this Agreement.
5. In those areas where there are limited candidates for a particular position, the Superintendent may, at his/her discretion, grant up to one-for-one year's credit in hiring that individual, not to exceed Step 10.

## ARTICLE 11

### TRANSFERS

#### A. VOLUNTARY TRANSFERS:

- 1.a. Prior to April 15th, the Director of Personnel shall cause a list of known vacancies which shall exist at the start of the following school year to be posted in all school buildings. Subsequently, the Director of Personnel will post in all schools a monthly supplementary list of existing vacancies for which interested teachers may apply. This list shall also contain the names of those teachers hired or transferred, the date of their appointment and the school or school district that they are coming from, by June 1st.
- 1.b. Teachers who desire information concerning positions which become available after the last working day in June, shall, in writing, notify the Director of Personnel's Office. The school district shall provide such teachers with an announcement of such vacancies. In addition, such notices shall be posted in the Administration Building and copies of such announcements shall be sent to the Association.
- 2.a. Teachers who desire a change in grade, and/or subject, and/or school, in accordance with A.1. above, shall file written statement of such desire with their building principal and the Director of Personnel no later than May 1st. Such statement shall include the teacher's request and where he/she would desire to be assigned.
- 2.b. If the request for transfer is within the building, the building principal shall review the request with the teacher. Final decision however, shall be the prerogative of the building principal.
- 2.c. An application for an inter-building transfer shall be reviewed by the sending and receiving principal. The applicant's building principal shall notify the teacher, in writing, within twenty (20) school days of the decision. If the application is denied, upon request of the applicant the building principal shall forward such application to the Superintendent. The Superintendent shall notify the building principal who will in turn notify the teacher within twenty (20) school days. Any decision relating to the transfer of staff must accrue to the benefit of the students affected.
3. A tenured teacher declared in excess in one (1) school shall have preference for a vacancy in the same grade and/or subject in another school. Every effort shall be made to place non-tenure teachers appropriately.
4. The following principles shall be applied in the reassignment or transfer of teachers:
  - a) the wishes of the teacher applicant
  - b) teaching competency and certification

- c) instructional requirements
- d) staff availability
- e) written recommendations of principal and supervisors
- f) where the foregoing factors are substantially equal, primary consideration in assignment or transfer shall be given to the incumbent applicant with the greatest number of years of service in the Brentwood School System.

B. INVOLUNTARY TRANSFERS:

1. When involuntary transfers to another building are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance shall be considered and where the foregoing factors are substantially equal, primary consideration in assignment or transfer shall be given to the incumbent applicant with the greatest number of years of service in the Brentwood School System. These factors shall be considered together with instructional requirements, staff availability, and the written recommendation of principal and supervisors in determining which teacher is to be transferred.
  2. After a meeting between the sending and receiving principals, the teacher shall be notified of the reasons for the proposed transfer in writing.
  3. If the teacher objects, the matter shall be referred to the Professional Council for review. Their recommendations shall then be forwarded to the Superintendent for serious consideration before final decision.
  4. Teachers who are involuntarily transferred shall be transferred only to their area of certification.
- B. 5. No teacher who is normally assigned all their duties in one building shall be actually transferred involuntarily more than once in any one school year period.
6. The above transfer only pertains to inter-building transfers.

C. INTRA-BUILDING TRANSFERS

1. No teacher will normally be transferred from grade to grade at the elementary level two (2) years in succession unless it is necessary due to a teacher being transferred from a building.
2. Movement within the High School complex shall be governed by the Memorandum between the District and the B. T. A. dated March 18, 1982.

The consolidation of the Ross and Sonderling Centers has, during recent years, lessened the need and use of strand and rotation policies. The eventual conversion of the present 10th Grade Center will obviate the need for strand and rotation completely. This does not signal an upheaval of staff presently

assigned in Ross or Sonderling. Intra building movement between the two will be acceptable when appropriate reason or need arises.

- D The final decision on all transfers rests with the Superintendent.

## ARTICLE 12

### POSITIONS IN SUMMER SCHOOL AND EVENING SCHOOL

- A. All openings for Summer School, Evening School, Summer Swim Program and other similar positions shall be adequately posted by the principal in each school building as early as possible and teachers who have applied for such positions shall be notified of the action taken regarding their application by June 1st.
- B. Positions in the Brentwood Summer School and Evening School, Summer Swim Program and other similar positions shall be filled first by regularly appointed teachers in the Brentwood School System who have at least one (1) year of teaching experience in Brentwood. A teacher not returning for the following year, shall not be hired for Summer School.
- C. In filling such positions, consideration shall be given to a teacher's area competence, certification, length of service in the Brentwood School District, attendance record, experience and recommendations of principals and supervisors.
- D. Teachers shall be appointed to Summer School Employment contingent upon student enrollment in their subject area. However, this appointment does not guarantee employment to all teachers who have received contingency appointments.
- E. A Summer School teacher shall be permitted one (1) sick day. Sick days will be accumulated.  
  
Upon retirement, payment for accumulated summer sick days will be at one-half (1/2) the rate of regular school days. Such payment will be at 1/200 of BA Step 1.  
  
Evening High School teachers will receive a \$30.00 rebate per semester if they maintain an attendance record with no absences. An exception to this will be an absence due to attending a Back-To-School Night in the Brentwood Schools.
- F. If teachers are required to register students for the Secondary Summer School, they must volunteer and must be paid at the rate of a chaperoning fee per day.

## ARTICLE 13

### SICK LEAVE

- A.1. All members of the teaching staff shall be entitled to thirteen (13) sick leave days each school year. Absence of more than four (4) consecutive days shall require a doctor's certificate for returning to work. (See Article 14, Paragraph A)
2. Any teacher who upon written request does not provide the doctor's certificate referred to in A.1. above within a period of thirty (30) working days shall be subject to a letter of reprimand and a warning that a subsequent violation of this section will result in the withholding of pay for the absence in question from a future paycheck. The manner in which pay shall be determined for each working day involved shall be in accordance with the rules and regulations in effect for such pay adjustments.
3. Sick days are earned and accumulated to tenured teachers upon the first working day. As to non-tenure teachers, they are available upon the first working day and earned and accumulated upon a pro-rated month to month basis. In the event of separation for any reason after use and before the days are earned or accumulated, same shall be repaid by the teacher, if used.
4. Teachers who begin active employment in the School District after July 1st, 1981, will have a limit of 180 days relative to the number of days allowed to be accrued. There will be no limit to the number of sick days accrued for those teachers on active duty before July 1st, 1981.
5. Paragraph A.1. above will be modified during the 1989/90 school year only so as to have each teacher entitled to 12 1/2 sick leave days. The 1/2 day donated by each teacher will be utilized to maintain the number of days issued in accordance with paragraph B. below.

### B. SICK LEAVE BANK

Employer shall provide a sick bank which will have one (1) day contributed per unit member to establish said bank. In successive years, the employer shall replenish on September 1st, the necessary days in order to maintain the bank at a level of one (1) day per unit member. An employee shall be entitled to the necessary days for illness of eight (8) days or greater. Eligibility will be based upon a catastrophic illness, the definition of which will be decided by a review board consisting of one teacher and one administrator. If eligibility for catastrophic illness is met, the eight (8) day waiting period will be replaced retroactive to the first day. If a mutual decision is unattainable by the review board, the dispute will be referred to the Superintendent for a final decision.

After exhausting their sick leave and upon presentation of a Doctor's note stating the illness and the approximate length of time needed for the employee to recover sufficiently to return to work, each employee must apply for benefits available under the disability plan. It is understood that no employee may continue to draw days from the sick bank during the period they receive payments

under the group income disability plan. In the event of double payments, said employee shall reimburse the employer the improperly received sick bank benefits. The parties agree to evaluate the plan during the course of the agreement. In no event shall sick days, provided hereunder, exceed the total of the sick bank.

C. Between July 1st and the first week of school, each teacher will receive a record listing the sick leave he/she has accumulated since employed by the Brentwood School District. The teacher upon request will also have the opportunity to review his/her attendance record for sick days, personal days, school business days, etc., for the year just ended.

D.1. Teachers who have 75 days accumulated as of June 30th of the previous school year will be eligible to exercise the option of receiving payment in exchange for sick days accumulated in the previous school year according to the following formula:

<u>Days Accumulated</u>	<u>Payment</u>
12 - 13	1/200 of BA Step 1
10 - 11	1/220 of BA Step 1
8 - 9	\$60. per day
7	\$55. per day
less than 7	-0-

D.2. Teachers who decide to exercise this option must complete the form provided and submit to the Personnel Office prior to the last day of school in June. The payment will be made approximately five (5) weeks later on that normal pay day for other District employees which is nearer to August 1st. The first payments under this plan will be made during the Summer of 1987 for days accumulated during the 1986/87 school year.

## ARTICLE 14

### OTHER LEAVES OF ABSENCE

#### A. PERSONAL LEAVE

1. Each teacher shall be allowed to utilize up to two (2) of his/her thirteen (13) sick days, (12 1/2 days in 1989/90 school year) with full pay during each school year for the purpose of transacting or attending to personal, legal business or family matters which require absence during school hours, or for religious observance, or at the birth of his child, or to attend funeral services for personal friends. Except in emergencies, the teacher taking leave hereunder shall give his/her appropriate principal or supervisor written notice of his/her intention to take this leave at least three (3) school days in advance of the day he/she proposed to be absent, whenever such written notice is feasible or possible.

2. It is clearly understood that the use of a personal leave day(s) will not be utilized to extend a holiday, or in effect, to create one, (i.e., schools scheduled to be closed on Wednesday and Thursday for a religious observance - use of a Personal day on Friday - creates a five day holiday). It is further understood that the District will actively pursue such cases by seeking the reason set forth for any personal leave day(s) utilized in such manner.

B. A tenure teacher may be granted an extended leave of absence without pay up to one (1) year for the purpose of caring for a seriously ill member of the immediate family, at the discretion of the Board.

#### C. DEATH IN THE IMMEDIATE FAMILY:

##### 1. Definition:

The term "immediate family" as used hereunder shall include husband, wife, children, mother, father, brothers, sisters, mother-in-law, father-in-law, and any members of the permanent household of which the teacher is a part.

2. Each teacher will be granted up to five (5) days of leave, exclusive of personal leave days, with full pay during each school year for death in the immediate family. Such leave shall not be cumulative and shall not be charged against sick leave.

C. 3. Each teacher shall be allowed one (1) day of leave exclusive of personal leave for death of relatives other than the immediate family.

#### D. JURY DUTY

Each teacher shall be granted such leave with full pay as may be necessary in order to perform jury duty and testifying under subpoena. All monies except mileage and a nominal fee for lunch that is received from a judicial agency while serving on any jury, must be turned over to the Board of Education.



E. MILITARY OBLIGATIONS:

A teacher who is a voluntary member of any force of the organized militia or any reserve force or reserve component of the armed forces of the United States is entitled to be absent from his teaching duties. Leave for military duty does not constitute an interruption of continuous employment and a teacher is not to be subjected to any loss of diminution of service, time, increment, vacation or holiday privileges or any other right or privilege by reason of such absence. Compensation for such military obligations shall be given at full pay for the first thirty (30) days.

F. A committee with B. T. A. representation will develop a policy to allow for a Teacher Exchange Program.

G. PROFESSIONAL CONFERENCES:

Teachers who are designated by the Association to attend the Conference of the New York State United Teachers Representative Assembly shall be granted such leave with pay. With the prior approval of the Superintendent, teachers may be granted such leave with pay for other conferences of recognized professional value. Such leave shall not be charged against sick leave. The number of such representatives shall not exceed the number selected pursuant to the practice in effect on the date this Agreement is executed. Teachers may also be excused to attend educational conferences, trips or meetings without loss in salary or charged against sick leave, provided that the principal and the Superintendent approve such absence in advance, which approval will not be unreasonably withheld. Educational visitations, conferences, trips or meetings for which teachers expect reimbursement for necessary expenses must be approved in advance by the Superintendent or his designee. Written application for such approval shall be made on forms prescribed by the Superintendent. Request for reimbursement shall be filed with the Superintendent, together with supporting receipts and other pertinent documents. Mileage reimbursements for transportation by personal automobile shall be made at the rate of twenty-four (24) cents per mile. Professional Conference leave will not be allowed when the School District is operating under an austerity budget.

H. Field trips for secondary teachers may be taken without utilizing sick days. Final approval will be that of the Assistant Superintendent for Secondary Education. There will not be a specified number of trips per building. A determination will be made at the end of the first year as to whether or not to continue beyond 2001-2002.

ARTICLE 15

EXTENDED LEAVES OF ABSENCE

A. The Board agrees, if a leave of absence is granted, all benefits to which a teacher was entitled at the time of his/her leave of absence, as described hereunder, including unused accumulated sick leave, shall be restored to him/her upon his/her return. A teacher granted an extended leave of absence shall not accumulate any leave days during his/her absence. Upon return from such leave, the teacher shall be placed on the step he/she achieved at the beginning of his/her leave of absence; if such leave was less than 90 school days, he/she shall be placed on the next step. After a leave of absence, a teacher shall be assigned to a similar position which he/she held at the time said leave commenced, if available, or if not, to a position for which he/she is certified. Only tenure teachers shall be granted leaves of absence under Section 1, 2, 3, 6, and 7.

1. BRENTWOOD TEACHERS ASSOCIATION:

The Board agrees that one (1) teacher designated by the Association shall, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in activities related to the B. T. A. and can be renewed at the discretion of the Board.

2. STATE OR NATIONAL ASSOCIATION:

Upon mutual consent, the Board of Education and the Association agree one (1) teacher designated by the Association shall be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in activities at the State or National level or if elected to the presidency of NYSUT, AFT, or AFL/CIO, can be renewed at the discretion of the Board.

3. PEACE CORPS, VISTA, NATIONAL TEACHERS CORPS:

A leave of absence without pay for up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher, and is a full-time participant in such programs. A leave of absence without pay for up to two (2) years may be granted to any teacher who joins any similar federal agency or agencies later created.

4. MILITARY LEAVE

Military leave shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his/her absence up to a maximum of two (2) years. For non-tenure teachers, military leave shall be an interruption of the probationary period and not in lieu of service in meeting the requirements of serving a probationary period.

5. MATERNITY LEAVE:

This paragraph is to be covered under Policy 4152.3, (see Appendix 7).

6. PERSONAL REASONS:

A teacher may request a leave of absence without pay up to two (2) years for personal reasons. This leave may be granted at the discretion of the Board.

7. POLITICAL OFFICE:

The Board of Education may grant leave of absence without pay to any tenure teacher to campaign for, or serve, in any public office. If elected, his/her leave of absence shall be for one (1) term of said office. On return from the extended leave of absence, he/she shall be placed on the step he/she would have held during the first year of the leave period.

8. OTHER LEAVES OF ABSENCE:

Other leaves of absence without pay may be granted by the Board.

B. As is present policy, all extended leaves of absence as stipulated in this article shall normally expire so as to have the teacher returning at the beginning of a school year OR at the beginning of a semester if a position exists for which the teacher is certified.

C. A teacher who goes on an unpaid leave of absence may pay the Business Office the insurance premiums to keep his/her insurance in effect while he/she is on this unpaid leave of absence. (This is only for Health, Dental and Life Insurance.)

If any other insurances are negotiated by the Brentwood Teachers Association and the carrier of said insurance allows the teacher to pay the premium while they are on an unpaid leave of absence, then said insurance shall be added to Article 15, Paragraph C.

ARTICLE 16

RETIREMENT-VESTING INCENTIVE PLAN

1. A teacher who qualifies may elect to take advantage of the Retirement-Vesting Incentive Plan according to the provisions listed herein.
2. A teacher must fully satisfy the criteria herein in order to qualify for the benefit received under this Plan. Such teachers must submit a resignation-retirement effective June 30th of the year in which they so qualify. A paid differential will be paid before the following July 30th but such earnings shall be credited to the last full year of teaching service. The amount of the differential shall be determined as described in #4 below.
3. This Plan is designed with a "window" concept whereby limited opportunity exists for experienced teachers to qualify and apply for the benefits of this Plan. In order to be eligible for the benefits of the Plan, a teacher must:
  - a) The first year a teacher is eligible to retire with or without penalty during the school year in which his/her retirement becomes effective, or be first eligible to retire with or without penalty before the next school year, and have completed at least 10 years of concurrent active service within the New York State Teachers Retirement System and the Brentwood Union Free School District.
  - b) Apply for retirement effective June 30th of that school year in which they have completed 20 years of service withing the New York State Retirement System and the Brentwood Union Free School District.
4. Teachers who plan to retire during the school year in which they meet the above requirements must apply for the retirement incentive as described below:
  - a) application and resignation submitted on or before February 1st of the school year prior to the effective date of retirement: 25% of current salary (1.5 year notification);
  - b) application and resignation submitted on or before October 1st of the school year in which the retirement becomes effective: 20% of current salary (1 year notification);
  - c) application and resignation submitted no later than February 1st of the school year in which the retirement becomes effective: \$10,000 (6 month notification).
5. Once a retirement/resignation application for the benefit of this Plan is submitted and acted upon by the Board of Education, it cannot be nullified or withdrawn.

The right of the Board of Education to not consider any such request for withdrawal or nullification shall not be grievable, not arbitrable nor the subject of any litigation.

6. The teacher must formally apply for either normal retirement benefits or vesting privileges. Any application for disability retirement either through the New York State Teachers Retirement System or disability benefits under any other such plan available will result in a teacher being denied the benefit of this plan.

## ARTICLE 17

### SUBSTITUTE TEACHERS

1. Every effort shall be made to fill positions which shall be vacant for at least one (1) semester with personnel who have met the state certification requirements.
2. The Administration shall make every effort to obtain substitutes for teachers, as necessary. In the event that a regular teacher is required to supervise an extra class or part of an extra class because of the inability of the Administration to obtain a substitute, such teacher shall be compensated at the rate of 1/5 of the highest amount of daily substitute pay excluding the permanent substitute rate, in the secondary schools and/or per hour in the elementary schools. In the event that a class is split among two (2) or more teachers, the extra pay shall be prorated among them.
3. Teachers shall be informed of the telephone number which they may call to report their absence at least one (1) hour before the normal workday begins. It is also agreed that the teacher shall make every effort to report his/her unavailability at the earliest possible opportunity.
4. Announced one (1) day absences by teachers on the secondary level will be covered by teacher-aides. The periods covered by these aides will be used for study period purposes only. Aides encountering difficulty may request the assistance of a teacher in the immediate area.
5. In the event that no substitute teacher is provided for planned Art, Music, and Physical Education instruction at the grades 1 thru 6 level, the substitute rate of pay will be prorated equally and paid to the affected teachers in accordance with past practice.
6. The District will provide professional substitute coverage for elementary teachers while they are attending workshops.

ARTICLE 18

PROTECTION

- A. Teachers shall immediately report all cases of assault suffered by them in connection with their employment to their principal or immediate supervisor in writing.
- B. This report shall be forwarded to the Board. The teacher and the Board designee shall refer to Article 2, Paragraph 15.
- C. The Board agrees to save teachers harmless from any financial loss and agrees to provide legal services for such cases arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such teacher within or without the school building, provided such teacher, at the time of the act or omission complained of, was acting within proper discharge of his/her duties within the scope of his/her employment or under the direction of the Board.

ARTICLE 19

PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from school as a result of personal injury caused by an assault occurring in the proper performance of his/her duty, he/she shall be paid his/her full salary, (less the amount of Workmen's Compensation award made for temporary disability due to said injury) for the period of such absence, and no part of such absence shall be charged to his/her sick leave. The cost of medical surgical or hospital services, (less the amount of any insurance reimbursement) incurred as the result of his/her assault sustained in the course of his/her employment shall be reimbursed by the Board.
- B. Whenever a teacher has an accident on school property, the teacher shall report to the school nurse, who is required to submit an Accident Report to the school insurance carrier, of such claim.
- C. Whenever a teacher is absent from work due to a personal injury caused by an accident on school property, he/she shall be compensated under the rules and regulations of the New York State Compensation Board. Teachers who are not on compensation shall first receive full credit for the accumulated sick days prior to the injury prior to Workmen's Compensation payments. Upon return to work the teacher shall receive full credit for all sick days used while under New York State Workmen's Compensation Law.

## ARTICLE 20

### PROFESSIONAL GROWTH AND IN-SERVICE EDUCATION

- A. Continual professional development is a cornerstone of any profession. The professional teacher is constantly seeking ways to improve himself/herself. Education, to him/her, is a continuous process of adding knowledge and skills and keeping abreast of advances in subject matter and ways and means of teaching effectively.

In the 2001-02 school year, two hours per semester will be scheduled for staff development. Beginning in the 2002-03 school year and each year thereafter, one full day of staff development will be held. This will be an additional workday in the annual school calendar. In addition, in any year that the District and the Union agree there is a need for additional staff development, there will be one two-hour session in addition to the full day staff development. The Superintendent will designate a committee to organize the formulation of the staff development activities.

- B. All personnel shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties.
- C. The Superintendent shall provide the staff with opportunities in areas such as the following:
1. Released time and sabbatical leaves for study and travel.
  2. Conferences involving other personnel from the District, County, State or Nation.
  3. Membership on committees.
  4. Visits to other classrooms and other schools.
  5. Training in classes and workshops offered by the District or cooperating institutions.

#### D. IN-SERVICE EDUCATION

In-service courses are one phase of a total program for professional growth. The following provisions are established by the Board of Education to encourage an in-service program which shall achieve and maintain the best possible instruction for all students in the Brentwood Schools:

- 1.a. The Superintendent and staff shall implement an in-service program.
- 1.b. The focus of in-service courses shall be the proper and effective induction of newly appointed teachers and familiarization of experienced teachers with significant developments in both their field of responsibility and closely allied areas.
- 1.c. The Board of Education shall provide the necessary budgetary support to insure the success of the in-service program.

- 1.d. The teachers' salary schedule shall provide for recognition of participation in in-service courses.
- D.2. The Brentwood Teacher Center will offer courses or workshops designed to meet the expressed needs of the teaching staff.

- 2.a. Credits earned from Teacher Center courses will be treated as full in-service credits toward the salary scale.

- 2.b. The hours of study accumulated by attendance at workshops or seminars from non-credit bearing courses will be kept on file by Teacher Center staff under the supervision of the Director. When the number of hours accumulated equals the amount needed for salary adjustment, notification will be sent to the appropriate administrative office.

#### E. PREFACE

1. An in-service course becomes most meaningful when a strong feeling of need for Professional improvement exists. Since personnel have an infinite variety of backgrounds, aspiration levels, motivations, attitudes and levels of concern, it is difficult to predict courses which will attract a number of participants at a district level.
2. On the other hand, the closeness of any building operation should, with effective leadership, encourage a number of teachers with similar problems to reach an in-service level of concern simultaneously. Not only is the in-service course appropriate for their needs, it is also augmented by the communication fostered by proximity of participants to one another in their daily work.

#### F. BUILDING LEVEL IN-SERVICE WORK

1. Brentwood's in-service offering will focus upon building level courses. The impetus for in-service education should come from both the teaching and administrative staff. It is the responsibility of building principals to encourage and foster the identification of need within his building for such in-service work.
2. Most building level in-service work will involve one to five sessions. All professional staff members should provide such leadership. When such in-service work entails an amount of time equal to hours in excess of fifteen (15) hours, the group may file a course of study with the In-Service Committee. If it is approved, in-service credit will be obtained and the instructor will be paid. In no case should the limit of five (5) sessions be exceeded in the hope of obtaining in-service credit without seeking prior approval of the In-Service Education Committee.
3. Any in-service work for which credit will be given, will be advertised through the District.

4. Professional growth programs should entail participation for curriculum development, material selection and other matters of concern. Unless a major curriculum revision is involved, these are regarded as areas of normal professional obligation rather than in-service areas.

**G. DISTRICT LEVEL IN-SERVICE WORK**

District level in-service courses will focus upon two (2) areas:

1. The needs of teachers with little experience, with emphasis upon classroom management, teaching techniques and knowledge of subject matter in specific disciplines such as Reading, Mathematics and Science.
2. One or two clearly perceived District problems of unusual significance and broad scope.

**H. THE IN-SERVICE EDUCATION COMMITTEE:**

1. The In-Service Education Committee will serve in an advisory capacity to the Assistant Superintendent for Instruction.

It will:

- a. Recommend policy pertaining to the operation of Brentwood's in-service program.
- b. Recommend courses for the Brentwood School District in-service offering.
2. The committee will be appointed by the Superintendent and consist of three (3) members of the B.T.A., one (1) Subject Coordinator and one (1) Administrator.
3. In the event a recently mandated program creates a need for training within a department or area, consideration will be given to additional value for in-service credit. A joint committee of District and BTA representatives will review District needs at the elementary, middle school, and high school level in order to target one area of specific need created by a recent mandate. Appropriate courses designed to meet this need will be reviewed by the Superintendent or his designee in order to determine if they do in fact meet this need. If approved by the Superintendent or his designee, those courses will be given additional weight for in-service credit. Each of these courses would be given one (1) credit for ten (10) hours as opposed to fifteen (15).
4. If, in the future, the Teacher Center is no longer receiving funding by N.Y.S. and/or the District chooses not to continue a Teacher Center, those references above to the Teacher Center will no longer be binding.

**I. IN-SERVICE CREDIT**

1. An administrator appointed by the Superintendent will administer the policies of in-service education which pertain to salary credit. In order to fulfill his responsibilities this administrator will:
  - a. Meet with the In-Service Education Committee. He will serve as a nonvoting member.
  - b. Keep a record for each teacher working in the District including the names of in-service courses taken while a teacher in the District and the number of in-service credits granted.
  - c. Refer to the In-Service Education Committee all requests for credit when no Policy exists with a request for interpretation and Policy development.
  - d. Receive and refer to the In-Service Education Committee all requests for instituting in-service courses within the District.
2. The first fifteen (15) in-service credits will be granted in full.

While the first fifteen (15) in service credits are granted in full, a prior approval form must be submitted to the In-Service Administrator. A course description must accompany the form. The course description will help to eliminate the future possibility of duplication of credit. The institution granting credit must be recognized by the District (SCOPE, NYSUT, AFT, etc.)

3. All subsequent in-service credits will be granted at one half (1/2) credit for each credit earned.
4. All in-service courses provided for staff members who have been affected by a fundamental mandated change in content or method in the instructional program will be granted at full credit.
5. This policy will not be retroactive, i.e., total sum of credits earned to January 31st, 1969, will be honored.
6. **Application for Credit**

A teacher must file within three (3) years of the course completion date for credit for in-service courses taken while a teacher in Brentwood by presenting proof of successful completion of the course.

Forms for such application may be obtained from the In-Service Education Administrator's office. Transcripts or similar documents should normally accompany such applications. All regulations pertaining to credit for in-service courses will remain in effect. Teachers are encouraged to make application to the In-Service Committee Administrator PRIOR to enrolling in an in-service course if they question whether credit can be received.

7. In-Service Hours Per Semester:

The In-Service Committee strongly recommends a maximum of six (6) in-service hours per semester. Teachers who wish to exceed this limitation are to consult with the In-Service Committee Administrator.

8. Credit Repetition:

In-Service credit may be given for a course only once. Since almost identical courses may be given under different titles, it is the right of the In-Service Committee Administrator to request proof that two (2) courses differ sufficiently to grant credit for both. The burden of proof rests with the applicant. Again, it is urged that in all questionable situations, application for credit be made prior to enrollment.

9. Transfer of Credits:

SCOPE, Suffolk County Reading Council, N.Y.S.U.T., and A.F.T. sponsored teacher education courses are the only in-service credits which can be transferred; they must meet all criteria pertaining to course repetition, professional needs, etc. The above course credits will automatically be recognized for Brentwood In-Service Credit.

10. In-service courses normally fall into one of three categories. These include:

- a. Courses provided for staff members who have been affected by a fundamental mandated change in content or method in the instructional program. The full cost of such courses will be borne by the District.
- b. Courses provided for staff members who wish to develop a clearer understanding of children or who wish to improve their instructional skills through participation in courses related to their field. The Superintendent or his designee may grant full in-service credit beyond the first fifteen (15) in-service credits. In the event that the course is justifiably related to the teacher's field, full credit will not be unreasonably withheld.

Teachers seeking full in-service credit for courses beyond the initial 15 must give a full explanation as to how the new course is relevant and pertinent to their teaching position and teaching assignment. This explanation must accompany the prior approval form when it is sent to the in-service administrator.

Teachers will pay the fee established by SCOPE. The District will underwrite the difference between teacher fees and the cost of the in-service course. A limit of twenty (20) participants will be established for any course. This limit may be appealed to the In-Service Committee.

- c. Courses of cultural nature taken for personal enrichment (particularly in the Arts and Fine Arts). A maximum of two (2) hours of credit for participation in such courses will be given for advancement purposes. The cost of courses of a cultural nature will be borne by the participants.

11. The fee paid instructors will be \$877.50 for a fifteen (15) hour course and \$1,755. for a thirty (30) hour course.\*

12. Courses may be audited without cost. No credit on the salary schedule will be granted for auditing.

13. Reasonable promptness and attendance as interpreted by the instructor are required for in-service credit.

- J. In-Service credit shall be awarded to members serving on approved District Committees. The committee co-chairpeople will jointly submit a statement verifying the number of hours for each member at the conclusion of the school year. One credit will be based upon fifteen (15) hours of time. The final decision with regard to awarding of all credits will be that of the Superintendent.

\*In succeeding years, the percentage increase will be the same as the preceding year's base raise.\*

## ARTICLE 21

### ACADEMIC FREEDOM

- A. The private and personal life of a teacher is not ordinarily within the appropriate concern or attention of the school Board. Conduct or practices or habits of a teacher which reflect adversely on prevailing norms of ethics may become a matter of concern if it is determined to be related to classroom teaching or conduct inimical to the maintenance of a sound educational system. The determination shall be made by the Professional Council.
- B. Teachers shall be entitled to full rights of citizenship.
- C. Academic freedom shall not be circumscribed but teachers shall comply with all regulations of the Commissioner of Education of the State of New York. When necessary, an interpretation shall be made by the Professional Council.

## ARTICLE 22

### TEACHER RECRUITMENT

- A. The Brentwood School District shall make every effort to hire certified teachers. When competent certificated teachers are not available, the Superintendent shall employ the most qualified applicants available. Teachers with provisional certificates must meet permanent certification requirements within the period stipulated by the New York State Education Department.
- B. A list shall be supplied to the President of the Association of personnel within the District who are not professionally certified.



### ARTICLE 23

#### PROFESSIONAL COUNCIL

- A. There is hereby established a permanent Professional council composed of six (6) members, three (3) of whom should be appointed by the Superintendent and three (3) of whom should be appointed by the President of the Association.
- B. The Professional Council shall meet on call to discuss and study those subjects referred to this Council by the provisions of this Agreement as stipulated in Article 9, 11, and 21.
- C. The Council shall establish its own rules and procedures and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of the meetings. The Council shall report its recommendations to the Superintendent and the President of the Association within thirty (30) days. The Superintendent will report his decision on the recommendations of the Council to the President of the B.T.A. within ten (10) days after receiving the Professional Council's report.
- D. If a member of the Professional Council is directly involved in a matter being deliberated by the Professional Council, or there seems to be a conflict of interest, that member will be temporarily replaced until the matter is resolved.

### ARTICLE 24

#### SUPPLIES

- A. The School district agrees that it will provide sufficient supplies so that teachers may fulfill their teaching responsibilities in an adequate and professional manner. When possible, supplies should be readily accessible to all teachers who would normally use such supplies.
- B. An adequate portion of the funds allotted to each school for supplies during the school year shall be set aside in a rotating petty cash fund to be used to purchase materials and supplies which are not immediately School available from central supply or which cannot, by their unique nature be stocked. Teachers purchasing materials and supplies with prior approval of their principal, shall be reimbursed from this fund upon submission of an appropriate receipt of purchase. If the purchase is over seven (\$7.00) dollars, such charge shall not be reimbursed through the petty cash fund, but must be sent through the Business Office for payment.
- C. Consultation upon request will be afforded teachers on the type of supplies ordered by the building principal. The principal's decision will be final.

## ARTICLE 25

### INSURANCE AND ANNUITIES

- A. The School Board shall afford the opportunity for teachers to participate in tax sheltered annuity programs according to present regulations. This will be expanded, if necessary, to include variable annuity plans. (See Appendix 8.A.)
- B. 1. Active tenured employees shall contribute 9% towards their health insurance costs. Retirees will continue to be covered as per the language of II.B of the Memorandum of Understanding signed 6/21/91. Said retirees shall receive a contractual agreement as relates to Health Insurance coverage.
2. All probationary teachers hired after June 30, will contribute, through payroll deduction, a sum equal to 10% of the cost of either individual or family plans. Said teachers, upon obtaining tenure, shall be covered by B.1 above.
3. The District is at liberty to examine alternative health insurance plans. In the event a substantially equal plan in terms of benefits and individuals covered is found, said plan must be negotiated and agreed upon with the bargaining unit prior to its adoption.
4. A disability Income Protection Insurance Plan costing up to \$60,000.00 will be provided for teachers.
5. Beginning November 1, 1989 the District will enter a three (3) year agreement which will provide a new Dental Insurance program. The U.S. Life/\$16 Plan will require a contribution factor from members of the BTA. For the duration of this contract (7/1/96 through 6/30/01) the District shall continue to provide this program through self-insurance.
- Individuals covered by the plan will have a \$50 deductible associated with the coverage. In addition, an individual selecting the Family Plan will, through payroll deduction, pay \$3.33 per check (\$86.64 per year) toward the cost of the program. An individual selecting Single coverage will pay \$1.82 per check (\$47.28 per year).
- The District will provide an improved dental program from the current U.S. Life/\$16 Plan. The increased costs borne by the member will be \$2.34/paycheck for family and \$1.29/paycheck for individuals. All additional costs will be assumed by the district.
6. \$25,000 life insurance shall be provided to all teachers.
- C. Any teacher who has dual family health insurance coverage will have an annual option to delete their coverage and receive payment of fifty percent (50%) of the savings accrued to the District by elimination of said dual coverage.

Prior to August 1st of the coming school year a teacher with dual family coverage who wishes to exercise that option must submit in writing, on the appropriate form, a statement to the District District indicating their desire to delete their coverage. The District will remit to that individual a payment of fifty percent (50%) of the savings accrued to the District by elimination of said dual coverage at the conclusion of the same school year.

Any teacher who exercises this option will continue to receive a payment of fifty percent (50%) of the agrees savings accrued to the District by the elimination of said dual coverage in the following year(s) in lieu of their health insurance coverage unless they submit a written request on the appropriate form to reinstate their coverage prior to June 28th of the next school year.

Coverage can also be reinstated under emergency that conditions at any time for the remainder of the school year. Emergency conditions exist when the it will individual's second coverage is lost (e.g., death of spouse, spouse's loss of job) thereby leaving them without health insurance. In such instances, the teacher, after submitting the appropriate form, will be placed back on the District's list of employees with health coverage as soon as possible. In return, the teacher will forfeit any financial remittance at the conclusion of the school year.

## ARTICLE 26

### SALARIES AND SALARY SCHEDULES

- A. In order to maintain a high standard of education in the Brentwood Public Schools, the Board agrees that an superior teachers. Accordingly it agrees to the following schedule listed in Appendix 5.
- B. The following specialists gainfully employed in the Brentwood Public Schools prior to June 30th, 1971 as specialists will continue to receive a differential as follows:
1. \$400 for Speech Therapists, Special Education adequate salary schedule is necessary to attract Teachers and Reading Consultants.
  2. \$800 for Guidance Counselors.
  3. \$1,200 for Psychologists and Social Workers.
- C. Specialists hired after June 30th, 1971 will not receive a differential. Specialists employed prior to June 30, 1971 will continue to receive the differential only if established their eligibility for a differential.
- D. The following positions will be abolished: Grade they Chairman, Junior High Departmental Representatives, Elementary Audio-Visual Representatives, Elementary Science Coordinators, Elementary Supplies Coordinator, and Elementary Safety Patrol Coordinators.

### EXTRA CURRICULAR ACTIVITIES SALARY SCHEDULE

- A. Extra curricular positions are established on a year to year basis.
- B. A joint committee of the B.T.A. and Administration representatives will be formed to review guidelines for all positions and extra pay assignments. continue in Recommendations shall be made to the Superintendent.

<u>CLASS ADVISORS</u>	<u>SALARY*</u>
1. Senior (1)	\$1,320.
(1)	\$1,320.
2. Junior (1)	\$1,171.
(1)	\$1,171.
3. Sophomore (1)	\$1,171.
(1)	\$1,171.

<u>OTHER ADVISORS</u>	<u>SALARY*</u>
1. Junior High Student Council (4)	\$1,457.
2. Senior Play Director (2)	1,824.
3. Asst. Play Director (2)	729.
4. High School Newspaper Advisor (1)	2,535.
5. High School Yearbook Advisor (2)	2,535.
6. High School Student Council Advisor (2)	1,317.
7. High School Student Council Asst. Advisor (2)	876.
8. Leadership Advisor	1,317.
9. Human Relations Club (2)	1,171.

10. Honor Society (2)	729.
11. High School Future Teachers of America (2)	729.
12. Varsity Club (1)	729.
13. High School Future Nurses of America (2)	729.
14. Hispanic Club Advisor (2)	1,171.
15. DECA (2)	729.
16. School Store (2)	291.
17. High School Scholarship Advisor (2)	1,635.
18. Athletic Advisor (1)	2,731.
19. Student Scholarship & Leadership Awards (1)	1,317.
20. Italian Club (1)	1,171.
21. Future Business Leaders of America (2)	961.
22. Computer Club (2)	729.
23. Middle School Honor Society (4)	729.
24. Middle School Yearbook (4)	1,268.
25. 9th Grade Newspaper Advisor (1)	961.
26. 9th Grade Student Council Advisor (1)	890.
27. 9th Grade Honor Society (1)	708.
28. 9th Grade Future Teachers of America (1)	708.
29. Government Club (1)	961.
30. Mock Trial Team (1)	1,171.
31. S. A. D. D. (1)	890.
32. High School Academic Competition (1)	961.
33. Math League (1)	961.
34. Body Image Group (1)	961.
35. Drama Club (1)	961.
36. High School Jazz Ensemble (3)	1,465.
37. 9th Grade Jazz Ensemble (1)	1,097.
38. Middle School Jazz Ensemble (4)	1,097.
39. High School Science Olympiad (1)	1,317.
40. 9th Grade Science Olympiad (1)	961.
41. Middle School Science Olympiad (4)	961.
42. Middle School Academic Club (4)	961.
43. High School French Club (1)	961.
44. Afro American Club (1)	1,171.
45. Freshman Center Year Book (2)	961.
46. Middle School Ancillary (4)	961.
47. Freshman Center Literary Guild (1)	961.
48. High School Tri M (1)	961.
49. H.S. United Village (1)	961.
50. High School Beautification Club (1)	961.
51. Interact Club H.S. (1)	961.

- E. Advisor's positions shall be filled for one a (1) year period. Annually, a list of advisor's positions shall be presented to the faculty of that building. Teachers shall make application in writing on forms made the same available by the building principal. Criteria for filling all advisor's positions shall be established cooperatively by the building principal and a committee appointed by the Association Building Committee. Final selection shall be the responsibility of the building principal. Advisors may request an assistant. That assistant shall be appointed by the building principal. The assistant shall be mutually acceptable to the building principal and the advisor. The assistant's remuneration shall be a portion of the total category, remuneration for the advisor's position and shall be decided upon by mutual agreement of the principal, the advisor and the assistant. (In no case shall the which assistant be paid less than 1/4 of the position's first remuneration.) When the duties of an advisor are such that a majority of the time (in that duty) must be spent during the school day, he/she, with the mutual consent of his/her building principal, may

elect to have release monetary compensation. This applies to Senior High time School yearbook, newspaper and all Student Council Advisors

# F.1. COACHING POSITIONS

CATEGORY	POSITION	# IN DISTRICT
A-1	Varsity Football	1
A-2	Asst. Varsity Football	3
A-2	JV Football	1
B-1	Varsity Basketball (f)	1
B-1	Varsity Basketball (m)	1
B-1	Varsity Wrestling	1
B-1	Varsity Swimming (m)	1
B-1	Winter Track (indoor) (f)	1
B-1	Winter Track (indoor) (m)	1
B-1	Varsity Fencing (f)	1
B-1	Varsity Fencing (m)	1
B-2	Asst. JV Football	2
B-2	Asst. Varsity Basketball (f)	1
B-2	Asst. Varsity Basketball (m)	1
B-2	JV Basketball (f)	1
B-2	JV Basketball (m)	1
B-2	JV (9) Basketball	1
B-2	Asst. Varsity Wrestling	2
B-2	JV Wrestling	3
B-2	Asst. Varsity Swimming (m)	1
B-2	JV Swimming	1
C-1	Varsity Cross Country (m)	1
C-1	Varsity Cross Country (f)	1
C-1	Varsity Golf (m)	1
C-1	Varsity Golf (f)	1
C-1	Varsity Tennis (f)	1
C-1	Varsity Tennis (m)	1
C-1	Varsity Baseball (m)	1
C-1	Varsity Softball (f)	1
C-1	Varsity Lacrosse (m)	1
C-1	Varsity Lacrosse (f)	1
C-1	Varsity Soccer (f)	1
C-1	Varsity Soccer (m)	1
C-1	Varsity Swimming (f)	1
C-1	Varsity (Spring) Track (f)	1
C-1	Varsity (Spring) Track (m)	1
C-1	Varsity Volleyball	1
C-2	Asst. Var. Winter Track (f)	1
C-2	Asst. Var. Winter Track (m)	1
C-2	Asst. Varsity Baseball (m)	1
C-2	JV Baseball (m)	1
C-2	Asst Varsity Softball (f)	1
C-2	JV Softball (f)	1
C-2	Asst. Varsity Lacrosse (f)	1
C-2	Asst. Varsity Lacrosse (m)	2
C-2	JV Lacrosse (m)	2
C-2	JV Lacrosse (f)	1
C-2	Asst. Varsity Soccer (f)	2
C-2	Asst. Varsity Soccer (m)	2
C-2	JV Soccer (f)	1
C-2	JV Soccer (m)	2
C-2	Asst. Varsity Swimming (f)	1
C-2	Asst. Varsity (Spring) Track (m)	1
C-2	Asst. Varsity (Spring) Track (f)	1

C-2	JV Track (m)	1
C-2	JV Track (f)	1
C-2	JV Volleyball	1
C-2	JV Golf (f)	1
C-2	JV Golf (m)	1
C-2	JV Cross Country (m)	1
C-2	JV Tennis (f)	1
C-2	JV Tennis (m)	1
C-2	Freshman Football	*4*
D-1	Middle Sch. Basketball (f)	4
D-1	Middle Sch. Basketball (m)	4
D-1	Middle Sch. Volleyball	4
D-1	Middle Sch. Wrestling	4
D-1	Middle Sch. Baseball	4
D-1	Middle Sch. Softball	4
D-1	Middle Sch. Lacrosse (f)	4
D-1	Middle Sch. Lacrosse (m)	4
D-1	Middle Sch. Soccer (f)	4
D-1	Middle Sch. Soccer (m)	4
D-1	Middle Sch. (Spring) Track (f)	4
D-1	Middle Sch. (Spring) Track (m)	4
D-1	Middle Sch. Football	*8*
D-1	Middle Sch. Swimming (Coed)	2
D-1	High School Weight Room 2 (full year)	
D-1	Freshman Ast. Basketball (m)	1
F	Freshman Soccer (f)	1
F	Freshman Soccer (m)	1
F	Freshman Basketball (f)	1
F	Freshman Basketball (m)	1
F	Freshman Volleyball (f)	1
F	Freshman Wrestling	*2*
F	Freshman Baseball	1
F	Freshman Lacrosse (f)	1
F	Freshman Lacrosse (m)	1
F	Freshman Softball	1
F	Freshman Football	1
F	Freshman Ass't. Girls Softball	1

## SALARIES 2001-2002

CATEGORY	STEPS 1 & 2	STEPS 3 & 4	STEPS 5
A-1	5277	5673	6100
A-2	3818	4104	4414
B-1	4938	5307	5708
B-2	3555	3821	4109
C-1	4428	4761	5117
C-2	3098	3331	3582
D-1	2645	2843	3061
F	2870	3089	3322

\*\* One coach for each level shall be designated "Head Coach" and receive a 10% increase over the assigned salary.

## F.2. ATHLETIC ADVISORS

POSITIONS	# IN DIST.	SALARY*
a. High School Cheerleaders	1	\$1,750.
b. High School Kickline	1	\$1,504.
c. Ninth Grade Cheerleaders	1	\$1,308.
Ninth Grade Kickline	1	
Junior High Cheerleaders	4	
Junior High Kickline	4	

NOTE: The rate listed above is for participation in the Fall Season. The advisors who participate in the Winter or Spring season will receive a like amount. In the event the District is on austerity, insufficient enrollment shall result in termination of the season as is the case for athletic teams.

### F.3. INTRAMURAL ADVISORS - HIGH SCHOOL

a. Volleyball	d. Softball
b. Field Hockey	e. LaCrosse
c. Basketball	f. Fencing
	g. Badminton

Procedure: A teacher to be designated for each of the seven (7) High School Intramural activities will be paid a \$19.60 per sessions fee. \*\*

Length of each session will be minimum of 60 minutes. Each activity will have a maximum of fifteen (15) sessions per year. Weekly reports from the designated teacher should be submitted to the Principal and Athletic Director. Principal and Athletic Director must countersign the reports and send them to the School Business Administrator each month.

### INTRAMURAL ADVISORS - JUNIOR HIGH SCHOOL

a. Volleyball	c. Basketball
b. Field Hockey	d. Softball

Procedure: A teacher to be designated for each of the four (4) Junior High School Intra-mural activities will be paid \$19.60 per session fee.

Length of each session will be a minimum of 60 and/or minutes. Each activity will be paid for a maximum of forty five (45) sessions per year.

Weekly reports from the designated teacher should be submitted to the Principal and Athletic Director. Principal and Athletic Director must countersign the reports and send them to the School Business Administrator each month.

Activities other than those listed above as Intramural Activities may be substituted with prior approval of the Superintendent or his designee.

F.4. In the event that an athletic team's season is from extended by postseason activity authorized by the District, the coach(es) will be compensated on a extra weekly prorated basis.

### G. CAPERONS, TIMERS/SCORER OF ATHLETIC EVENTS: HIGH SCHOOL AND JUNIOR HIGH SCHOOL \*\*

A teacher serving as a voluntary chaperon of dances, ballgames, school plays or music festivals shall be remunerated at the rate of \$50.00 for the affair. Scorers and timers at wrestling, basketball or duties swimming tournaments sponsored by the District in lieu requiring their services for several meets or games, shall be reimbursed at the rate of \$100.00 for the of schedule for future years:

Year	Single Event	Full Day
2002-03	\$52.50	\$105.00
2003-04	\$55.00	\$110.00
2004-05	\$57.50	\$115.00
2005-06	*	*

### H. MUSIC PROGRAMS:

#### 1. Marching Band\*

a) Director	\$4,058.
b) Associate Director	3,045.
c) Band Front Director	1,623.
d) Asst. Band Front Director	1,434.
e) Percussion Instructor	1,623.
f) Drill Instructor	1,623.

PEP Band - \$35.90 per performance

#### 2. Before School Music Classes:

On those days when music teachers teach approved school music classes, they will be released one (1) period earlier than the regular teaching day. However, music teachers will be expected to perform their normal duties as faculty members full participating in faculty meetings, in-service day meetings, parent conferences and similar The rates responsibilities.

#### 3. Annual High School Musical\*

The Board shall subsidize the High School Musical at the rate of \$9.882. per production. Remuneration of the staff members shall be divided by the agreed upon formula.

#### 4. Piano Accompanist

Accompanists shall be arranged for by the follow Coordinator of Music with the Superintendent or his designee. Such accompanists shall be paid at an agreed upon rate. It is understood that whenever possible, students shall be chosen as piano the accompanists.

H. MUSIC PROGRAM (continued)

- 5.a. The Conductor(s) of any musical performance outside of the school day, not to include home football games, Homecoming parades, or District sponsored musical events, shall receive \$131.10.\*\*
- 5.b. Conductor(s) of performances sponsored or invited by NYSSMA and required by the District will be paid \$95.70 for each day on which he/she leads one or more groups.\*\*

I. EXTRA CURRICULAR ACTIVITY FUND

- a. A fund not to exceed \$7,200. (\$3,800 for following elementary school and \$3,400 for junior high school), shall be established for each school year of this contract to be utilized to compensate those involved in this Contractual Agreement. The distribution of funds shall be reviewed each year and a determination to compensate an advisor for one (1) activity for one (1) year will be a commitment to compensate his/her the following year.
- b. A Committee consisting of three (3) representatives of the Brentwood Teachers Association and two (2) representatives of the Superintendent shall screen all applicants applying for compensation each year from the fund.
- c. All recommendations of the Committee will be made to the Superintendent. The Superintendent will make the final decision on all appropriations of funds.

- J. Starting July 1st, 1978, there will an additional \$1,500 for additional high school extra curricular positions. A committee of two (2) teachers and two (2) advisors of administrators will make a recommendation to the extra Superintendent relative to the number of new positions and the apportionment of the total new money of \$1,500. The Superintendent's decision concerning the curricular recommendation of the committee will be final.

SUMMER SCHOOL ELEMENTARY & SECONDARY

Summer School Salary and Steps

STEP	2000-2001
1	2422
2	2644
3	2867
4	3089
5	3312
6	3535

ADULT EDUCATION

Teachers shall be compensated at the rate of \$26.15 per hour.\*\*

Teachers with five (5) or more years in the Program shall receive 5% additional pay, rounded to the nearest five cents (\$.05). {27.50}

EVENING HIGH SCHOOL

Teachers shall be compensated at the rate of \$26.85 per hour.\*\*

Teachers with five (5) or more years in the Program shall receive 5% additional pay, rounded to the nearest five cents (\$.05). {28.25}

HOME TEACHING

Teachers shall be compensated at the rate of \$29.70 per hour\*\* whether it be for an individual or a small group.

ATTENDANCE PERSONNEL

Attendance personnel shall be reimbursed as per Article 7.C for the use of his/her personal car pursuant to school business.

\* Starting in the 1997-98 school year, and for the duration of the contractual agreement the amounts shown shall be increased, on an annual basis, by the percentage increase (rounded to the nearest 0.1%) determined by the percentage increase in base (BA Step 1) from the prior school years final salary schedule. Salaries shall be rounded to the nearest dollar

\*\* Starting in the 1997-98 school year, and for the duration of the contractual agreement the amounts shown shall be increased, on an annual basis, by the percentage increase (rounded to the nearest 0.1%) determined by the percentage increase in base (Ba Step 1) from the prior school years final salary schedule. Salaries shall be rounded to the nearest five cents (\$0.05).

ARTICLE 27

PAYROLL DATES

2001-2006

Payroll dates shall be determined each year as a component of the negotiated School Calendar.

ARTICLE 28

TEACHER FACILITIES

A. The Board shall provide:

1. A desk shall be available in each classroom for teacher's use in the building.
2. Space shall be available for each teacher to store coats, overshoes, and personal items.
3. An appropriate chalkboard and bulletin board space shall be provided in every regular classroom. Appropriateness shall be determined by mutual agreement of the B.T.A., Building Committee and the Building Principal.
4. Copies, exclusively for each teacher's use, of all texts and, where available, teachers' editions, manuals, curriculums and syllabi, used in each of the courses he/she is to teach.
5. A standard dictionary of the English language appropriate for elementary and secondary shall be provided in each classroom. A dictionary suitable for professional use shall be available in each school library.
6. Space in each classroom in which teachers may store instructional materials and supplies.
7. "MEN" and "LADIES" restroom facilities available for the use of the staff. These facilities are NOT to be used by students.
8. A combination teacher preparation and faculty lounge shall be provided at EACH high school building and the three (3) large elementary schools with two (2) ditto machines and two (2) typewriters. The remaining elementary and junior high schools shall be provided with one (1) ditto machine and one (1) typewriter each. These machines shall be for teacher use ONLY.
9. Telephones shall be made available to the teachers free of charge for official business. Pay telephones shall be made available for the personal use of teachers, if possible. The Association Building committee may recommend to the Building Principal the location of phones in each building.
10. A communication system so that teachers can communicate with the main office from their classroom. Any breakdown in the communication system shall be repaired as soon as possible.
11. An adequate portion of the parking lot at each school shall be reserved for teacher parking. Students are not to park in the reserved areas.

12. Any unsafe conditions shall immediately be reported to the Assistant Superintendent responsible for the Buildings and Grounds Department through the Building Principal. Every effort shall be made to correct these conditions with all deliberate speed.
  13. Upon request of the teachers, the Association Building Committee may arrange for the outright purchase of vending machines for staff use. This shall not include cigarette machines. The installation, operation, control and maintenance of the machines shall be the responsibility of the teachers in that building. All proceeds from these machines shall be used in such manner as the teachers in that building shall determine.
  14. Teachers shall have safe and healthful conditions under which to carry out their professional duties.
  15. A copying machine shall be provided in each public school.
  16. Outside teaching stations, under normal conditions, for physical education classes should be properly lined.
- B.1. Whenever possible and needed, a private room with a desk or table and a suitable number of chairs shall be provided for Pupil-Personnel Specialists. In some instances, this may mean sharing of facilities.
  2. Work space and facilities should be in keeping with the service to be rendered; e.g., counseling requires provision for confidentiality; health services require vision and hearing testing equipment and a table top refrigerator; records and correspondence require access to adequate clerical help. These provisions will be met over a reasonable period of time for each school.
  3. These provisions will be obtained for Health Personnel, Speech Therapists, Guidance Counselors, Psychologists, Attendance Teachers, Social Workers, Reading activities Consultants, Bi-Cultural teachers, and Librarians.

## ARTICLE 29

### AGENCY FEE AND DUES DEDUCTION

1. The first deduction for the 1986/87 Contract will be the first payroll date in October. For the subsequent years the equal deduction payments will be 14, 15, or 16 dependent upon the school calendar.
2. Pursuant to the passage of legislation enabling the not implementation of any Agency Shop Fee, the Brentwood Board of Education does hereby agree that no later than fifteen days after the effective date of employment, whichever is later, each employee who is not a member of the Brentwood Teachers Association will pay to the collective bargaining agent each month a service charge toward the administration of this agreement and the representation of such employee; provided however, that each employee will have available to him/her membership in the Brentwood Teachers Association on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The Board of Education shall deduct such fee in the same manner the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization in and of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

Any teacher from whom an agency fee has been deducted pursuant to this provision who has any objection there to shall be limited to processing his/her objection in accordance with Brentwood Teachers Association appeal procedures contained in a separate Association document. Association shall indemnify the Board for any governing successful monetary claim against it by any teacher which may arise out of or by reason of the Board's such compliance with any of the provisions of this Article 29, subparagraph 2. Such indemnity shall be limited to the actual monetary amount which any teacher may successfully establish was deducted by the District and transmitted to the Association, and thereafter appeals. Improperly expended by the Association in activities or causes of a political or ideological nature only. The incidentally related to terms and provisions of employment. Court costs and legal fees are Brentwood specifically excluded from this indemnity.

The Brentwood Teachers Association shall supply the Board with a list of names of non-members at least fifteen (15) days prior to the deduction of any Agency Fee.



## ARTICLE 30

### VACANCIES AND PROMOTIONS

- A. 1. Whenever a vacancy shall occur in promotional positions, as defined in paragraph B of this Article, the Board shall duly publicize said position by providing for appropriate posting in Administration Buildings and in each school building. This notice shall clearly set forth a Teachers description of the qualifications for the position, including duties, salary and the procedure for interview and any other assessments of merit.
2. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least thirty (30) days before the final date when applications must be submitted but in no event less than ten (10) school days before such date. Teachers who desire to apply for a promotional position which may be filled during the summer vacation shall submit their names to the Superintendent together with the position or positions they wish to apply for and an address where they can be reached. The Superintendent shall notify such teachers in writing of any vacancy in a position for which they have applied. Three (3) weeks notice shall be given during the Summer months up to August 15th. Such notification shall include description as provided in Paragraph 1. Such notice shall be sent as far in advance as practicable, but in no event less than ten (10) days prior to the final date for the submission of applications. In addition, such notice shall be posted in Administration Buildings and the President of the Association shall be notified in writing. Vacancies shall not be filled on a temporary basis unless the provisions herein stated have been complied with.
3. Teachers who desire to apply for a promotional position shall submit their application in writing to the designated administrator within the time limit specified.
4. Any qualified teacher may apply for such vacancies. In filing such vacancies, the Board agrees to adhere to the policy of soliciting candidates from within the Brentwood School System whenever practicable. Applicants from outside the District shall not be considered or solicited until after an initial screening of applicants from within the District. The Board furthermore agrees to give due weight to professional background and attainments of all applicants without regard to age, race, creed, sex, color, religion, marital status or ancestry unless based upon a bona fide occupational qualification.
- B. Promotional positions are defined as follows:
- Positions not on the basic teachers salary schedule for teachers and/or positions in the Administrator-Supervisor level including but not limited to positions such as supervisor, director, principal, assistant principal, department head, coordinator, coach.

- C. An applicant will receive a letter acknowledging receipt of his application.
- D. All candidates will be notified as to the disposition of their application.
- E. Recognizing the importance of involving staff and receiving input prior to appointing staff, the District and the Union agree to a teacher representative, selected by the Excellence in Education Committee, participating in the administrative interview process. Said teacher will be selected by the teacher members of the Committee. The final decision with regard to recommending a candidate to the Board of Education will be that of the Superintendent.

### ARTICLE 31

#### RETIREMENT BONUS

Upon retirement, death or disability causing retirement, any full time professional employee who has served the Brentwood Public Schools for at least ten (10) full consecutive years, will be granted terminal pay added to his final year's salary equal to the cash value for accumulated unused sick days. Such terminal pay will be paid to the employee or his estate. The amount of pay will be determined by multiplying the current minimum salary for teachers by the number of unused sick days using 1/200.

Beginning with the 1989/90 school year, those teachers who accumulate 75% or more of their sick days will, at retirement, be eligible for a modified payment based upon the following:

For those days accumulated in the 1989/90 school year and beyond, the unused sick days (if greater than 75% of the possible maximum accumulation) will be calculated at 1/200 of the Master' column - Step 1.

### ARTICLE 32

#### RELEASED TIME FOR PRESIDENT

1. The Board of Education agrees to provide released time for the President of the Brentwood Teachers Association to allow him to make the utmost contribution to the Brentwood School System. If the President is a secondary teacher or a specialist at the elementary level, he will be assigned a reduced teaching load of up to three (3) classes per day, and shall not be assigned a duty or professional period. If the President is an elementary classroom teacher, the Board of Education shall grant a similar amount of free time for the exclusive use of such President. The President will suffer no loss of pay or other professional privileges.
2. The B.T.A. is afforded the option of having their President released from all teaching duties providing the following conditions are fully satisfied:
  - a) Formal notice shall be provided the superintendent prior to June 1st preceding the school year, (September 1, - June 30), that they wish to exercise this option.
  - b) This option will be available only if it is applicable to an entire school year, (September 1 - June 30).
  - c) The true and actual dollar cost of replacing the reduced required teaching load of the President of the Brentwood Teachers Association plus all fringe benefit costs for the replacement teacher will be paid directly by the B.T.A. to the school district and payments shall be made quarterly.
3. No duty period (secondary level) for two (2) Vice Presidents and Treasurer. Such duty period and normal preparation period to be scheduled at the end of the day for early release purposes. The Specialist who is responsible for the students for an elementary teacher at the end of the day will be responsible for dismissing students.

### ARTICLE 33

#### NEGOTIATING PROCEDURES

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is to the public interest that the opportunity for mutual discussion of said matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. No later than November 1st of the school year that the contract expires, each of the parties shall enter into good faith negotiations of a successor agreement covering the following school year(s).
- C. Neither party in any negotiations shall have control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives shall be clothed with all necessary power to make proposals, consider proposals, and reach compromises in the course of negotiations.

### ARTICLE 34

#### NEW TEACHERS

Having a common concern in the training of teachers during the early years following their entrance into the Brentwood School System, the Board of Education and the Association agree that:

1. During the first full year of employment of a teacher in Brentwood, who has not had full-time previous professional employment as a teacher:
  - a) Administration shall direct that teacher to devote a reasonable number of his preparation periods, not to exceed twenty (20), to observing classes conducted by more experienced teachers or to consulting others familiar with classroom problems.
  - b) Administration shall direct that teacher to participate in an after-school training program of not more than two (2) hours per week and extending over a period of not more than twenty (20) weeks of the school year, designed to heighten the capabilities of inexperienced teachers. Each teacher attending this program shall receive two (2) in-service credits. The B.T.A. will have representation on the committee designated by the Superintendent to plan the program.
  - c) Principals, Subject Area Coordinators, and/or Department Chairpersons will provide such teacher with available written curriculums and materials as approved by Article 21 of the Contract.
2. During the first full year of employment of a teacher in Brentwood who has had previous professional employment and during the second year of employment of a teacher in Brentwood who was first hired professionally as a teacher in Brentwood:
  - a) Administration shall direct that teacher to devote a reasonable number of preparation periods, not to exceed ten (10), to observing classes conducted by more experienced teachers, or to consulting others familiar with classroom problems.
  - b) Administration shall direct that teacher to participate in an after-school training program of not more than one (1) hour per week for twenty (20) weeks and extending over a period of not more than twenty (20) weeks of the school year, designed to heighten the capabilities of probationary teachers. Each teacher attending this program shall receive one (1) in-service credit.
  - c) This Article will not apply to teachers employed in the District prior to June 30, 1974.

ARTICLE 35

MANAGEMENT RIGHTS

It is recognized that the Board has complete authority over the policies and administration of the school system. The Board retains the exclusive right, among other customary rights of school boards and employers, to take all necessary actions to carry out its mission and execute complete control and discretion over the District's organization and the technology of performing District affairs; provided the foregoing rights shall not be exercised in a manner which violate any provision of this Agreement.

This, however, does not prohibit the right of any member of the Brentwood Teachers Association to submit a grievance in the same manner as had been in effect prior to the 1975/78 Agreement.

ARTICLE 36

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2001 and shall continue in effect through June 30th, 2006.

Negotiations concerning proposed amendments shall proceed in accordance with the provisions of Article 33 of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1st, or at such other time as may be mutually agreeable to the parties.

ASSOCIATION

BY:

Joseph Hogan  
Joseph Hogan, President  
Brentwood Teachers Association

BOARD

BY:

Anthony F. Felicio  
Anthony F. Felicio, President  
Board of Education

BY:

Les Black  
Les Black, Superintendent

DATED: This 29th day of June, 2001

APPENDIX 1

BRENTWOOD UNION FREE SCHOOL DISTRICT

SCHOOL CALENDAR FOR 2001/06

1. A School Calendar shall be constructed with NO MORE than 184 days whereby teachers will be required to be in attendance.
2. There shall be three (3) Conference Days scheduled in accordance with the Regulations of the Commissioner in the original School Calendar as follows:
  - a) Tuesday following Labor Day for purposed of General Orientation.
  - b) Election Day in November for the purpose of conducting conferences with parents.
  - c) The "last day of school" in June as prescribed by the State Education Department.
3. There shall be an approximate one-half reduced teaching day in accordance with State Education Department Regulations for ALL elementary schools to correspond with the PRCT exams at the end of January for the purpose of conducting parental conferences or for the purpose of professional conferences relative to the progress of children.
4. In the event the schools are not required to be closed for emergency purposes, the third (3rd) Conference Day scheduled for the "last day of school" in June will be utilized for two (2) half day conferences on the two (2) days immediately preceding the previously prescribed "last day of school" in June. There will be no general student attendance required on the originally scheduled "last day of school" with the exception of graduation ceremony practice, make-up tests, etc. Teachers will be in attendance.
5. If the maximum number of days in the original Calendar are scheduled and school is not closed for emergency proposes, two (2) other days originally scheduled for regular school sessions after the Winter Recess will be designated non-school days with student and teacher attendance not required. consultation will occur on the days to be utilized for such purposes.
6. In the event schools are closed for emergency purposes, one (1) day more than the days allowed by the original constructed calendar, the third conference Day will be scheduled during the Spring Recess. Student attendance will not be required on this conference Day but this will necessitate cancelling the Conference Day in June. The last day of school in June will be a reduced teachers day in accordance with State Education Department Regulations per paragraph #3 above.

7. In the event of a very severe Winter whereby schools are closed for two (2) days or more than allowed by the original constructed Calendar, the necessary days to satisfy the minimum requirement as prescribed by State Education Department Regulations will be made up during the Spring Recess.

## APPENDIX 2

### JOINT CODE OF ETHICS

The New York State School Boards Association and the New York State Teachers Association have jointly issued the following statements as common beliefs.

1. The teacher and the school board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend, and the prerogative of the Board to determine final policy.
2. The teacher and the school board transact all official business through proper channels and hold inviolate all confidential information.
3. The teacher and the school board recognize their obligation to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views on religion, race or partisan politics.
4. The teacher and the school board agree that due notice in fair time be given in all cases of appointment, resignation or termination of service.
5. The teacher and the school board avoid disparagement of fellow workers and predecessors.
6. The teacher and the school board are impartial in all relationships with the pupil.
7. The teacher and the school board encourage able and promising students to enter the teaching profession.
8. The teacher receives from the administrator candid appraisal of his/her work and help with his/her problems; the school board requires such supervisory assistance.
9. The teacher actively participates in the work of local, state and national professional educational associations; the school board actively participates in the work of township, county, district, state and national school board associations.
10. The teacher uses ethical procedures in securing positions, and in maintaining salary schedules; the school board uses ethical procedures in filling positions and in maintaining salary schedules.
11. The teacher accepts no compensation from firms commercially interested in the school; no member of the school board accepts such compensation.
12. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the school board provides conditions under which this can be accomplished.

13. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the school board provides healthful teaching environment.
14. The teacher develops through continued study, travel, participation in professional and community life, and through wholesome human relationships; the school board stimulates and encourages professional growth of the teacher.
15. The teacher is proud of his profession; the school board is proud of its teachers.

The above statements were developed over a period of more than a year by the New York State School Boards Association, Inc., and the New York State Teachers Association. The Joint Code which the statements make up was adopted by the members of the New York State School Boards Association at the Annual Convention held at Syracuse on October 23, 1950. The House of Delegates of the New York State Teachers Association adopted the Joint Code at New York City on November 21, 1950.

### APPENDIX 3

#### LESSON EVALUATION GUIDE

##### SUPERVISION AND EVALUATION

The primary aim of supervision is to promote the development of the potential of both teachers and students to the fullest possible extent, in order that teaching and learning in each Brentwood classroom will be of the highest quality obtainable.

Evaluation is part of proper supervision. It consists of recording certain agreed upon ratings.

The Lesson Evaluation Guide has been developed to standardize the minimum number of lesson evaluations to be performed by each teacher in the District and to prescribe the criteria and forms to be used for these lesson observations.

Other written evidences of evaluation, which will not be attempted to be described in this guide because of their varied nature include the following; letters of commendation or disapproval, letters of suggestion, summary of parent-teacher or principal-teacher conferences, etc., etc.

##### A. PURPOSES AND USES OF THE LESSON EVALUATION GUIDE:

1. Teachers and those who evaluate teachers are urged to examine the lists of criteria in this lesson evaluation guide, not so much as a suggestion of expected behavior during an observation, but as a guide to practices which usually accompany good teaching. It is obvious that an observer will not be able to witness evidence of all of the items of behavior included in the list; evaluation of a lesson will be based on instances of positive or negative correlation of the relevant items on the observation guide with observed classroom behavior by the teacher and student.
2. A lesson evaluation remains a tentative judgment until it has been studied and questioned by the teacher at the follow-up conference, at which time he/she will have an opportunity to seek, to clarify, or challenge the comments of the evaluator. The report is to be signed by both the teacher and the evaluator.
3. Forms employed by observers will be designed to reflect the criteria outlined in the evaluation guide; a basic form for observation is attached to this outline.
4. It is understood that formal lesson evaluations are only a part of the total supervision-evaluation process.

##### B. LESSON EVALUATION PROCEDURES:

1. The number of formal evaluations will vary according to the individual teacher's tenure status and to factors related to his/her growth. A teacher's request for additional lesson evaluations should always be honored.

2. During the probationary period, an elementary school teacher will receive a formal written lesson evaluation a minimum of twice a year on the Basic Lesson Evaluation Form and a secondary school teacher a minimum of three (3) times a year on the Basic Lesson Evaluation Form. Normally a tenure teacher will receive a formal written lesson evaluation once or twice yearly, on the Basic Lesson Evaluation Form, unless a need for more should develop.
3. The number of formal lesson evaluations for secondary school teachers in the above paragraph represents the combined total of visits by building personnel whose job description entitles them to evaluate lessons.
4. Each formal evaluation will be preceded by a pre-conference at which the teacher's plans for the lesson are to be discussed. A formal classroom observation will follow and will cover a complete lesson or class period. This will be followed by an oral post-conference within two (2) school days during which the lesson will be evaluated and the evaluation discussed. A written evaluation will be delivered within four (4) school days from the date of observation. The teacher will have two (2) school days to study the report. The written report of the observation and evaluation is to be signed by both the evaluator and the teacher. Teacher comments may be added to the written form.
5. The time for a post-conference and/or the pre-conference will be scheduled at a mutually agreed upon time.
6. Evaluations in which there are questions concerning subject matter competency will be supported by subsequent formal evaluations by supervisors knowledgeable in the subject matter area.

##### C. LESSON EVALUATION GUIDE:

###### 1. Lesson Implementation (Management and Method)

- a. Management should consist of the implementation of classroom routine and the utilization of materials and facilities. These must be suitable to groups being taught and consistent with the aims of the teacher and District.
  - 1) There should be established classroom routines which enable the class to begin with a minimum of disruption.
  - 2) The lesson should show evidence of careful planning.
  - 3) The teacher should be aware of and able to control disturbances as they arise.
  - 4) Students should exhibit a familiarity with the mechanics of group work, debating, activity areas, etc.
  - 5) Presentation through committee reports should show adequate preparation by students and direction by the teacher.

- 6) Individualization of instruction, where appropriate, should be used.
- b. Method applies to the lesson itself. It involves the skills and techniques the teacher employs in the development and transmission of concepts.
  - 1) The teacher should exhibit an awareness of the methodology of his subject.
  - 2) The teacher, in planning, should take into account the individual capabilities and talents of his/her students.
  - 3) Presentation should be suitable for the concept or generalization developed. It should be appropriate to the age or ability levels of the group.
  - 4) Concrete materials or illustrations should be used wherever possible to illustrate concepts being developed.
  - 5) Presentation through audio-visual aids should show evidence of adequate preparation.
  - 6) Analogies, stories, personal experiences, when used, should be related to the lesson or to the aims of the teacher.
  - 7) There should be good balance between activities, student participation, and exposition.
  - 8) When meaningful, classroom time should be set aside for a summary or overview of materials covered and be followed up with specific assignments.

## 2. Classroom Atmosphere

- a. The teacher's speech, personal habits and appearance should enhance his/her relationship with the students.
- b. The teacher should relate to children with sincerity, confidence and fairness.
- c. The teacher should be familiar with the educational, social, and personal background of his/her students.
- d. The teacher should be able to show ability to make use of humorous situations that are related to the lesson.
- e. The use of sarcasm should be avoided.
- f. Personal attacks between peers should be absent or at least held to a minimum.
- g. The environment should provide freedom for intellectual exploration; reward for invention, and a constant exposure to alternative solutions not necessarily those of the instructor.
- h. Questions should be accepted as necessary challenges by both teacher and pupil.

- i. Questions should be shifted from student to student.
- j. Students should contribute freely to the discussion.
- k. Students should appear secure in seeking explanations.
- l. Class arrangement should be appropriate to the tasks.
- m. The physical arrangement should include appropriate activity areas.

## 3. Subject Matter Competency

- a. The teacher should be in command of the facts and skills of a subject area; he/she should be capable of extracting basic concepts and show how subsidiary data relate to them.
- b. The teacher should be aware of new ideas and techniques and should be willing to explore alternate views in his/her field.



**APPENDIX 4**  
Basic Lesson Evaluation Form Probationary Teachers

Brentwood Union Free School District  
Brentwood, New York

**BASIC LESSON EVALUATION FORM  
PROBATIONARY TEACHERS**

Status Report  
Check One \_\_\_\_\_ Circle One \_\_\_\_\_

Probationary	Year				
	1	1	2	3	4
	2	1	2	3	4
	3	1	2	3	4
	4	1	2	3	4

1. LESSON IMPLEMENTATION

S    NI    U  
( )   ( )   ( )

2. CLASSROOM ATMOSPHERE

S    NI    U  
( )   ( )   ( )

3. SUBJECT MATTER COMPETENCY

S    NI    U  
( )   ( )   ( )

4. OVERALL EVALUATION  
(Including suggestions for improvement)

Teacher's Comments: \_\_\_\_\_

Teacher \_\_\_\_\_ Principal \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**KEY**  
S - Satisfactory  
NI - Needs Improvement  
U - Unsatisfactory

**APPENDIX 4a**

Basic Lesson Evaluation Form Tenure Teachers

Brentwood Union Free School District  
Brentwood, New York

**BASIC LESSON EVALUATION FORM  
TENURE TEACHERS**

Status Report  
Circle One \_\_\_\_\_

Tenure \_\_\_\_\_ Year 1 2

1. LESSON IMPLEMENTATION

2. CLASSROOM ATMOSPHERE

3. SUBJECT MATTER COMPETENCY

4. OVERALL EVALUATION  
(Including suggestions for improvement)

Teacher's Comments: \_\_\_\_\_

Teacher \_\_\_\_\_ Principal \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**KEY**  
S - Satisfactory  
NI - Needs Improvement  
U - Unsatisfactory

# APPENDIX 4b

Year End Summary

Brentwood Union Free School District  
Brentwood, New York

End of Year Evaluation

## SUMMARY REPORT - PROBATIONARY TEACHERS

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

A. Classroom Evaluation	S	NI	U
1. Lesson Implementation.....			
2. Classroom Atmosphere.....			
3. Subject Matter Competency.....			
B. Rapport with Students.....			
C. Rapport with Staff.....			
D. Rapport with Parents.....			
E. Professional Preparation and Growth.....			

Do you recommend continuation in present assignment:

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

(If NO is checked above) Why? \_\_\_\_\_

Teacher's Comments: \_\_\_\_\_

Teacher \_\_\_\_\_ Principal \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

KEY: S - Satisfactory, NI - Needs Improvement, U - Unsatisfactory

# APPENDIX 4c

Summary Report Probationary Period Tenure Recommendation

Brentwood Union Free School District  
Brentwood, New York

## SUMMARY REPORT - PROBATION PERIOD TENURE RECOMMENDATION

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

A. Classroom Evaluation	S	NI	U
1. Lesson Implementation.....			
2. Classroom Atmosphere.....			
3. Subject Matter Competency.....			
B. Rapport with Students.....			
C. Rapport with Staff.....			
D. Rapport with Parents.....			
E. Professional Preparation and Growth.....			

Do you recommend continuation in present assignment:

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

(If NO is checked above) Why? \_\_\_\_\_

Teacher's Comments: \_\_\_\_\_

Teacher \_\_\_\_\_ District Art Coordinator \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

KEY: S - Satisfactory, NI - Needs Improvement, U - Unsatisfactory

APPENDIX 5

BRENTWOOD UNION FREE SCHOOL DISTRICT  
BRENTWOOD, NEW YORK

ADOPTED SALARY SCHEDULES SCHOOL YEARS

2001 - 2002

2002 - 2003

2003 - 2004

2004 - 2005

2005 - 2006

Salary schedule as developed by Appendix 5A, will be issued when that year's salary schedule is finalized.

APPENDIX 5A

The index and number of steps and columns shall be maintained for the duration of the contract.

- I. 1989/90, 1990/91 and 1991/92 school years - For the first, second and third years of the contract, the actual salary schedule will be constructed by a formula devised to maintain parity within the town of Islip based on the salaries for the appropriate school year. The formula basically starts by taking the average of the MA+60 column at the maximum (not including longevity) for the ten other Islip Town School Districts. This average, shall become the 16th step for the MA+60 column on the Brentwood Union Free School District's salary Schedule for the appropriate school year.
- II. The formulas are devised from the 1988/89 salary schedules for the school districts in the Town of Islip as follows for future reference:

<u>SCHOOL</u>	<u>COLUMN</u>	<u>STEP</u>
West Islip	MA+60	15
Connetquot	MA+60	16
East Islip	MA+60	16
Bay Port-Blue Point	MA+60	16
Bay Shore	MA+60	16
Central Islip (a)	MA+60	16
Sayville (a)	MA+60	16
Hauppague (a)	MA+60	16
Sachem	MA+60	17
Islip	MA+60	16

(a) Includes Tenure Differential

- III. In the event a district significantly alters its salary schedule structure during the life of this contract, the District and the B.T.A. shall negotiate its impact on the B.T.A. schedule.

- IV. A. (All percentage increases below are based on BA column, Step 1). Commencing in the 2001-02 school year, 2% of the base salary shall be added to Step 27 of the salary schedule. An additional 2% shall be added during the 2003-04 school year culminating in a Step 27, which is 4% of base above the prior step.

For any individual who has not completed a minimum of six credits toward a Professional Diploma by June 30, 2001, the Professional Diploma will not longer be the same as MA+60. The graduate credits will count the same as any other graduate credits.

- B. The present Doctorate column on the salary schedule will include MA+90 starting in the 1989-90 school year.

## APPENDIX 6

### PERSONNEL

4141.1

#### Teachers - Credits for Salary Adjustment

The contract agreement between the Brentwood Public Schools and the Brentwood Teacher's Association as well as established practice mandates automatic salary increases for teachers who complete a designated amount of graduate credit hours.

Procedures explaining the application process and criteria governing the acceptability of graduate credits will be developed.

Adopted by Board of Education - 6/14/72

### PERSONNEL

4141.1

#### Teachers - Credits for Salary Adjustment

##### 1. Criteria

The Brentwood Public Schools will allow only those graduate credits for salary adjustment purposes which are in accordance with the following criteria.

- a. Credits used to determine salary or salary adjustments shall be acceptable only if those institutions granting such credits are recognized as accredited institutions by the New York State Education Department or acceptable by the New York State Education Department.
- b. All graduate Education courses consistent with part I - Criteria, paragraphs a, h, and i of this policy will be allowed for salary adjustment purposes.
- c. All graduate courses consistent with other provisions of this policy and which are directly relevant to a teacher's subject area will be allowed for salary adjustment purposes.
- d. All graduate courses consistent with other provisions of this policy which the State Education Department accepts for certification in the applicant's teaching area will be acceptable for salary adjustment purposes.
- e. The BA+60 salary column would only be available to those teachers who do not hold a Masters Degree.
- f. An individual Masters Degree regardless of how many credits it contains will count only for the Masters Degree column and not for additional credits beyond a Masters Degree. The only exception to this regulation will be the 75 hour Masters of Social Work Degree which will be credited with the MA+30 column.
- g. In-service credits allowable for salary adjustments must fulfill the criteria established in the In-Service Policy.

- h. Proficiency examinations for graduate course work may, at the complete discretion of Administration, be allowed for salary adjustment purposes. Prior approval must be obtained and the test material should not be repetitive of other course work completed.
- i. No salary adjustment from the initial point of application will be retroactive to a prior school year.
- j. With the exceptions noted above, all other credits may or may not be acceptable for salary adjustment purposes at the complete discretion of Administration.
- k. If there are any questions whether or not a course would be allowed for salary purposes, the onus is on the teacher to seek a clarification from the Personnel Office prior to enrolling for the course. Such a clarification should be confirmed in writing.

##### 2. Procedures

The Brentwood Public Schools will allow only those graduate credits for salary adjustment purposes which are in accordance with the above criteria and which are processed according to the following procedure:

- a. All requests for salary adjustment purposes must be submitted to the Personnel Office on the proper request form. A copy of the present form is attached.
- b. A college or university transcript of all graduate hours must be sent to the Personnel Office and only upon receipt of same will the adjustment be made.
- c. Student copies of transcripts are acceptable for initiating salary adjustments. In unusual situations where transcripts have been delayed, a signed note from the instructor or officer of the college will be temporarily accepted provided it gives the course number, title, credit, passing grade, date of completion and be on the official letterhead of the college.
- d. An official copy of the transcript must be received in the Personnel Office directly from the college for verification. Future requests for salary adjustments will not be processed unless the previous adjustment has been verified by an official transcript.
- e. No salary adjustment will be retro-active to a prior school year.
- f. Salary adjustment requests must be filed by September 10th, January 10th, April 10th. Retroactive payment will be made to the first day of said month, i.e., Credits applied for by January 10th shall be paid retroactively to January 1st. An additional date of June 10th will be available for the courses completed before any of the three prior filing dates for which

salary adjustment requests were not filed. Payments for the June 10th date will be retroactive to April 1st. In every case, applications will be processed by the 15th of the given month and any questions encountered in reviewing the application will be brought to the attention of the applicant.

g. In all cases, responsibility for having the necessary forms, completed and forwarded to the Personnel Office rests with the applicant. Salary adjustments will be made only when these responsibilities have been properly fulfilled.

### 3. Distribution

Upon approval by the Board of Education, a copy of this policy will be distributed to each teacher in the District as well as be included in the material presented to every new teacher hired hereafter.

Adopted by Board of Education 6/14/72

## Salary Adjustment Form:

BRENTWOOD UNION FREE SCHOOL DISTRICT  
BRENTWOOD, NEW YORK

### SALARY ADJUSTMENT FORM

NAME \_\_\_\_\_

SCHOOL \_\_\_\_\_

POSITION \_\_\_\_\_

\*\*\*\*\*

Please adjust my current salary from \_\_\_\_\_ to:

BA+15 _____	MA _____	MA+90 _____
BA+30 _____	MA+15 _____	6 Yr. Dip. _____
BA+45 _____	MA+30 _____	Doctorate _____
BA+60 _____	MA+60 _____	Other _____

I understand that:

A transcript of all graduate hours for salary credit must be sent to the Personnel Office in the Administration Building and that only upon receipt of the same will the adjustment be made. Student copies of transcripts are acceptable for initiating salary adjustments. An official copy of the transcript must be received in the Personnel Office for verification. Future requests for salary adjustments will not be processed unless the previous adjustment has been verified by an official transcript. In unusual situations, where transcripts have been delayed, a signed note from the instructor or officer of the college will be temporarily accepted providing it gives the course number, title, credit and passing grade, date of completion, and that it be on official letterhead of the college.

In-Service credits must fulfill the criteria established in the In-Service Policy. No salary adjustment will be retroactive to a prior school year.

Salary adjustment requests must be filed by September 10th, January 10th or April 10th. Credits for these three adjustment periods must be completed by September 1st, January 1st, or April 1st. Retroactive payment will be made to the first day of said month, i.e., credits applied for by January 10th shall be paid retroactively to January 1st. An additional date of June 10th will be available for the courses completed before any of the three prior filing dates for which salary adjustment requests were not filed. Payment for the June 10th date will be retroactive to April 1st only, and credits must be completed no later than April 1st. All courses completed after April 1st will be ineligible for a salary adjustment in the current school year. In every case, applications will be processed by the 15th of the given month, and any questions encountered in reviewing the application will be brought to the attention of the applicant.

In all cases, responsibility for having the necessary forms completed and forwarded to the Personnel Office rests with the applicant. Salary adjustments will be made only when these responsibilities have been properly fulfilled.

Having read the above, I wish this adjustment as follows:

\_\_\_\_\_ October check \_\_\_\_\_ February check \_\_\_\_\_ May check \_\_\_\_\_ June check

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

Return White copy to Personnel Office. Yellow copy is for teacher's personal file.

## APPENDIX 7

### PERSONNEL:

4152.3

### MATERNITY LEAVES

1. A teacher who is pregnant shall be permitted to teach as long as she is able prior to the date of delivery.
2. In order to assist the school district in planning their staffing needs, teachers who become pregnant will supply the Personnel Office at the 7th month of pregnancy with a written statement from a qualified physician indicating the expected date of delivery.
3. a) The notification in #2 above will also include a statement from the teacher indicating whether or not the teacher intends to apply for an unpaid leave of absence before and/or following delivery and the length of unpaid leave desired. Such unpaid leave shall continue for a period not to exceed two (2) years.  
b) Unpaid maternity leaves will normally end so as to have the teacher return to a similar position within the teacher's tenure or probationary area at the beginning of a school year. A teacher who desires to take an unpaid maternity leave for the balance of one school year may return, upon proper notification described above, at a time to coincide with the end of the first or second marking period the following year.  
c) Replacement contract teachers will not be eligible for an unpaid maternity leave if such leave is to extend past the period of the stated length of employment.  
d) Upon return from such an unpaid leave of absence, the teacher will present a doctor's certificate stating that she is able to resume her regular work.  
e) In the event the teacher desires to return to work prior to the end of the stipulated unpaid leave of absence, the teacher shall notify the Personnel Office of her availability along with a certificate from the doctor stating she is able to resume her work.  
f) A teacher who wishes to return early from such an unpaid leave of absence will be hired for any full time vacancies within her tenure area which exist at that time. If no full time position exists at that time, within the appropriate tenure area, teachers returning early from such leave will be afforded the opportunity to substitute in accordance with the regulations on substitute teacher, Policy #4122, until such time her unpaid leave would have expired.  
g) For non-tenure teachers, unpaid maternity leave shall be an interruption of the probationary period and not in lieu of service in meeting the requirements for serving a probationary period.

- g) The normal practice of affording teachers full salary credit for more than one-half year of service will apply for teacher on an unpaid leave of absence.
- h) In the case of adoptions and child rearing, all appropriate provisions in paragraph #3 apply.
4. a) Any pregnant teacher who remains an active employee until the delivery of the child will be entitled to utilize her accumulated sick leave prior to and after the birth, pursuant to medical verification.  
b) Upon return to work, the teacher will provide a letter from her physician stating that she is physically able to resume her work.  
c) Pregnancy disability will not normally fall under the definition of "catastrophic illness".

Adopted by Board of Education 6/20/74  
to supersede #4152.3 adopted by  
Board of Education 7/6/71

## APPENDIX 8

### INVESTMENTS (TAX SHELTERED ANNUITIES)

I. Notwithstanding any other deductions previously provided, all teachers will be provided with the following:

- a) Variable Tax Sheltered Annuities or Other Investment Plans available.
- b) Other Deductions - Two (2) additional deductions shall be available to the B.T.A. Such deduction will be at the discretion of the Union and will be allowed on a one-time per year basis.

II. Period of Enrollment:

To enroll in a new program, alter the amount of deduction or change the carrier, a teacher will file the necessary papers with the District during either of the following periods:

- 1) August 1 thru August 15th
- 2) November 1st thru November 15th

## APPENDIX 9

### SUBSTITUTE TEACHERS

1. This contractual provision will only be applicable to permanently assigned substitute teachers and those substitute teachers that substitute twenty (20) or more days per school year.
2. Substitute teachers must be certified by the New York State Education Department.
3. There will be a permanent substitute teacher assigned to each school building where students are housed with such substitute teacher qualifying for immediate representation by the Brentwood Teachers Association. In the event no absence exists in the building on a particular day, that permanent substitute may be assigned to another nearby building where no substitute coverage could be obtained.
4. Substitute teachers will not be eligible for probationary and/or tenure status.
- 5.a. The work day for substitute teachers shall be the same as it is for regular teachers. The work year for permanently assigned substitute teachers shall be from the first work day in October until the last work day in May.
- b. Permanent substitute teachers shall be allowed three (3) sick days with pay per substitute teacher's work year. Sick days not utilized each year will be reimbursable at two-thirds pay.
6. A separate evaluation procedure will be developed for substitute teachers.
7. Substitute teachers will be afforded the opportunity to audit any in-service course offered by the District in accordance with Article 20 provided space is available within the in-service course.
8. Extra-curricular, advisor, coaching, etc., positions will be filled first by regularly appointed teachers, secondly by other members of the bargaining unit, before being opened to those outside of the District.
- 9.a. The first deduction for dues for permanent substitute teachers in accordance with the Agency Fee provision will be the second payroll date in October and will continue to the last payroll date in May.
- b. For other substitutes, the first deduction for dues in accordance with the Agency Fee provision will occur on the payroll date following the 20th day of employment in the Brentwood Union Free School District and continue for each paycheck received by the substitute thereafter or until the total amount of dues are satisfied, whichever comes first.
10. Effective for the 2001/06 school year:
  - a. Permanent substitute teachers shall be paid \$105.00 per day in 2001/02. Permanent substitutes will receive an additional \$5.00 if they have had a full year of permanent substitute experience.

- b. Other substitute teachers will be paid on the basis of the number of days actually worked in accordance to the following graduated scale:

	<u>2001/02</u>
II	\$ 81.00
III	86.00
IV	94.00

A substitute teacher covered by this provision assigned to the same classroom (same children due to a prolonged absence by a regular teacher) for ten (10) consecutive days will be paid the maximum per diem rate.

- c. All substitute teachers shall be placed into one of four pay categories as defined in Section 10.b.

<u>Category</u>	<u>Days Worked</u>
I	0 to 19
II	20 to 50
III	51 to 80
IV	81 or more

Per diem substitutes will start the new school year in the category which they were at at the end of the prior school year. In the event an individual began the year in the highest category yet only worked 10 days during that year, he/she would begin the following year in the lowest category.

11. Substitute teachers covered by this provision shall have the right to submit a grievance in accordance with Article 3 of this Contract on alleged violations of the limited terms and conditions of employment enumerated within this Appendix.
12. For District permanent substitute interviews, a teacher representative from each of the schools involved will participate in the interview process. Said teachers will be selected by the School Improvement Team (SIT) of the buildings involved in the interviews. The primary responsibility for recommending a candidate to the Superintendent will continued to be that of the building principal.

\*In succeeding years, the percentage increase will be the same as the preceding year's base raise.

## APPENDIX 10

### SCHOOL IMPROVEMENT TEAM

Each building must hold elections for the teacher members of the School Improvement Team no later than October 1st of each school year. Results of said elections shall be sent to the BTA office and the Office of the Superintendent.

In addition, each building shall develop criteria for membership on the School Improvement Team by June of the preceding year. Said criteria shall be determined by a committee comprised of teachers, presented to the entire teaching staff for approval, published in the building and sent to the BTA and the Superintendent.



APPENDIX 11

MEMORANDA OF UNDERSTANDING

Included in this Appendix are the following Memoranda:

Guidelines for Evening Meetings (Article 4 C.2)

Seniority Status and Fringe Benefits (Sick Leave)

Death in the Immediate Family (Article 14.C)

Course Completion Dates (Appendix 6)

Family Medical Leave (Article 15. Policy 4152.4)

TO: ALL PRINCIPALS & ASSOCIATE PRINCIPALS

FROM: G. GUY DIPIETRO, SUPERINTENDENT OF SCHOOLS

RE: ARTICLE 4 - C.2., BTA Contract

DATE: September 1st, 1983

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Your attention is invited to that part of Article 4, C.2., whereby it is agreed that, "teachers may be required to attend, without additional compensation..." no more "...than two (2) evening assignments or meetings per each school year..."

One of these evening assignments has traditionally been reserved for the annual Back To School Night. It is noted that strict compliance with this provision on such an occasion does result in teachers working a normal 6 hour & 45 minute day followed by a return in the evening for Open School.

In recent years, provisions have also been made to set aside a day during which parental conferences may take place while students are not in attendance. These conferences have normally been held during regular school hours.

It has come to our attention that in an attempt to make the hours of this Parent Conference Day more convenient to parents, situations have occurred whereby a potential violation of contract was claimed. The claim was made even though the total number of hours required of certain staff members by the modified schedule totaled less than a normal work day.

The concern expressed had to do with the changing of previously negotiated school hours and also the potential affect a second evening devoted to parent conferences might realistically have on the previously negotiated number (2) of required evening assignments for teachers under the contract. From the B.T.A. point of view, the integrity of the contract would be jeopardized if parts of it were potentially being renegotiated at the building level.

In acknowledgement of this concern relative to B.T.A. responsibility to maintain the integrity of the contract, each Principal is requested to clear in advance with his respective Director (Elementary, Secondary) any unique time schedule for such Conference Days. This procedure will establish a Central clearing house for what are intended to be more productive Conference Day schedules. Consultation with B.T.A. officials can then take place before commitments are made, thus avoiding potential grievances as well as ensuring the kind of enlightened administrative practice which is appreciated by all staff members.

cc: Director of Secondary Education  
Director of Elementary Education

# MEMORANDUM OF UNDERSTANDING

In an effort to resolve questions of seniority status and fringe benefits, the following agreement between the Brentwood School District and the Brentwood Teachers Association will apply.

This agreement will be effective from the date both parties formally approve and sign the document. It should also be noted that the agreement in no way is intended to alter any prior decisions made in regard to this matter.

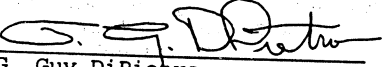
This memorandum deals very specifically with that period of time when a teacher exhausts his/her sick days and is not yet eligible for disability coverage. Therefore, the absolute maximum allowable time under consideration is ninety (90) calendar days.

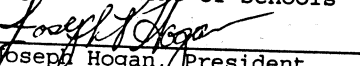
It is, of course, understood that while a teacher is using his/her accumulated sick days, he/she is entitled to all insurance benefits and seniority without consideration of a ninety (90) day limit. Once a teacher is placed on the disability insurance plan, he/she is no longer eligible for seniority.

When sick days are exhausted, and the teacher's absence continues, in order for the teacher to maintain fringe benefits and continue accruing seniority, within the ninety (90) calendar day period, he/she must either be accepted into the Sick Bank, or present verifiable medical documentation to the District that h/she is unable to continue working in their position. Such documentation is, of course, subject to the review and concurrence of a physician of the District's choosing.

Should the District agree that the individual is unable to continue working (yet not approved for Sick Bank days), that individual will continue to receive fringe benefits, (e.g., medical coverage), and accrue seniority until such time as he/she would be eligible for disability coverage. Once this ninety (90) calendar day period has expired, seniority will cease being credited. The District will no longer pay for insurance coverage unless the individual has been approved for disability insurance benefits. Fringe benefits would continue to be paid by the District for the duration of the disability insurance coverage.

In all other instances, any teacher who is not being paid by the District is not considered an active employee and is therefore not entitled to seniority or fringe benefits.

  
G. Guy DiPietro,  
Superintendent of Schools

  
Joseph Hogan, President  
Brentwood Teachers Association

Date

5/18/84

Date

5/4/84

## GUIDELINES TO IMPLEMENT UTILIZING LEAVE DAYS FOR "DEATH IN THE IMMEDIATE FAMILY"

At the time of someone's loss, it is terribly difficult to deal with things such as contractual interpretations. In order to minimize the uncertainty of what a teacher is entitled to, this memorandum was developed.

The following will clarify the past and future practice of the District with respect to the language contained in Article 14, Section C., Paragraph 2.

The District recognizes that the use of up to five (5) leave days for a death in the immediate family is designed to provide time for bereavement immediately following the loss of a loved one. It is with this in mind that the District has and will continue to provide five (5) full days of uncharged leave for any teacher whose loss occurs during the school year when a school vacation does not interrupt the leave days.

In the event schools are closed for less than three days, (e.g., Thanksgiving vacation), the District will continue to provide five (5) leave days. The teacher may, based upon the time of death, use any combination of days before and after the holiday totalling five (5) days.

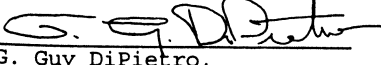
A school vacation of three (3) days duration or greater, (e.g., Winter recess), will not provide interrupted leave days. If the death occurs prior to the vacation, only those days utilized before the vacation will be granted. No additional days will be provided after the vacation.

If the death occurs during a vacation, the District may provide leave days after the vacation has ended. Whether days will be provided and the number of days is contingent upon the number of unused vacation days at the time of the death. If there are more than five (5) vacation remaining no leave days will be provided. If there are five (5) vacation days remaining in the holiday at the time of the death, one (1) leave day will be granted. When four (4) vacation days remain, two (2) leave days will be granted. When three (3) vacation days remain, three (3) leave days will be granted....

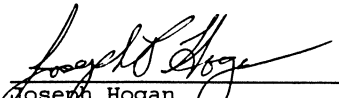
An example of this would be if a teacher suffered the loss of someone in the immediate family on Wednesday, December 28th. They would be entitled to three (3) leave days. Thursday and Friday, December 29th and 30th and Monday, January 2nd were the three (3) remaining days of the school vacation. Therefore, the teacher was entitled to three (3) leave days, January 3rd, 4th, and 5th after the vacation.

The same application can and will be utilized for any vacations that are three (3) school days or longer, including the summer vacation.

Note: Vacation days do not include weekends.

  
G. Guy DiPietro,  
Superintendent

Brentwood Union Free School Dist. Brentwood Teachers Assoc.

  
Joseph Hogan,  
President

MEMORANDUM OF UNDERSTANDING

For the purpose of clarification and in order to resolve pending grievances, the Brentwood Teachers Association and the Brentwood Union Free School District agree to the following clarifications in regard to Appendix 6 of the current contractual agreement:

1. Appendix 6, section 2 Procedures, sub paragraph f, shall remain unchanged as related to application dates and retroactive payment dates. In order to clarify the completion dates for courses, all courses must be completed by the date of retroactive payment. Thus, for the four application dates - September 10th, January 10th, April 10th, and the correction date of June 10th, courses must be completed by September 1st, January 1st and April 1st.
2. The Salary Adjustment form contained within the contract shall be modified to reflect the above course completion dates (copy appended).
3. shall receive credit as per his application of 3/27/92 and be placed on the MA +15 column, retroactive to April 1, 1992.
4. shall receive credit as per her application of 4/8/92 and be placed on the MA +30 column, retroactive to April 1, 1992.

*Frank A. Mauro*

Frank A. Mauro  
Superintendent of Schools

*Joseph Hogan*

Joseph Hogan  
President BTA

6/9/92

Date

6/9/92

Date

FAMILY MEDICAL LEAVE

4152:4

Based upon Federal and State legislation, commonly referred to as the FAMILY MEDICAL LEAVE ACT, the Brentwood Union Free School District shall develop a procedure where by the District shall be in compliance with the regulations defined within the family Medical Leave Act.

The conditions specified within said procedures shall take into account those related terms and conditions of employment as defined in the contractual agreements between the Brentwood Union Free School District and its employee bargaining units as relates to sick time, personnel leave and leaves of absence.

**Definition**

Family Medical Leave may be applied to an absence from work caused by a serious illness of self, spouse, child or other member of the immediate family member. Family Medical Leave may also be applied to maternity or adoption within the limits defined within this procedure.

Immediate Family shall be defined as: spouse, children, mother, father, brothers, sisters and any members of the permanent household.

**Eligibility**

Those individuals who are employed as full time teachers or administrators are eligible for Family Medical Leave upon issuance of a salary agreement.

All employees whose job definition falls under Civil Service regulations, or who are part-time or hourly employees shall become eligible upon completion of the lesser of 1,250 hours of employment or the completion of one full year of employment.

**Time Limitations**

The maximum allowable duration of a Family Medical Leave shall be twelve (12) weeks per year. A year shall be defined for the purposes of this procedure as commencing on July 1 and extending to June 30 of the following calendar year. The twelve weeks do not include vacation or recess periods in excess of two (2) days. The twelve weeks need not be consecutive.

**Notification**

For those individuals eligible for Family Medical Leave, the District shall require a notification of thirty (30) calendar days prior to the start of the leave. Emergency situations will be considered by the District where applicable.

**Utilization of Sick Days**

Sick days shall not be utilized for the purposes of child rearing.

**Maternity Absences**

The existing District Policy - 4152.3, clearly defines the conditions for maternity leave and are not in conflict with the conditions of the Family Medical Leave Act.

For the purpose of clarification of the interrelation of the Maternity Leave Policy 4152.3 and the Family Medical Leave Policy 4152.4, the following shall be implemented:

It is understood that a member will have up to six weeks after the birth of a child as a period of recuperation. If she has enough accumulated sick days, she will be allowed to use her sick days for this period. Following the recuperative period, the FMLA procedure will begin. If during this period the mother is still recuperating and presents a doctor's note, she will be allowed to use any remaining sick days. However, note that anything past the recuperative period will be considered part of FMLA. In addition, any expectant mother must notify the district 30 days prior to the inception of FMLA. That notification will state the exact amount of weeks the member intends to take for FMLA. This number will be binding on the member.

**Adoptions**

Individuals wishing to utilize up to two (2) weeks of sick or personal leave for adoption may do so. Any additional time shall be under FLMA. The sole exception is if the child has a serious illness and the employee is the primary care provider.