AGREEMENT

by and between the

OCEANSIDE UNION
FREE SCHOOL DISTRICT

and the

OCEANSIDE FEDERATION OF
TEACHERS

Local 1631
American Federation of Teachers
AFL-CIO

July 1, 2017 – June 30, 2022
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This AGREEMENT IS MADE AND ENTERED INTO as of the 1st day of July, 2017 by and between THE SUPERINTENDENT OF SCHOOLS of the OCEANSIDE UNION FREE SCHOOL DISTRICT, OCEANSIDE, NEW YORK (hereinafter referred to as the "Superintendent"), and the OCEANSIDE FEDERATION OF TEACHERS, Local 1631, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Federation").

ARTICLE I - RECOGNITION

Section 1

A. Oceanside Union Free School District, Oceanside, New York (hereinafter referred to as the "District") recognizes the Federation as the exclusive bargaining agent for all teachers, guidance counselors, social workers, psychologists, consultants, attendance officers, regular substitutes, teacher assistants, and any person on the teacher salary schedule regardless of title, but excluding all persons serving as administrators, supervisors, department chairpersons, and directors. Except where otherwise indicated, the term teacher shall refer to any member of the bargaining unit. A regular substitute shall mean a teacher who substitutes for a teacher on leave for a continuous period of five (5) weeks or sooner if it is determined that the leave will be for an extended period of time.

B. Nothing contained herein shall be construed to require that any employee covered by this Agreement shall be a member of any employee organization as a condition of employment.

C. Nothing contained herein shall be construed to prevent the Superintendent and/or authorized representatives of the Superintendent from meeting with any employee organization representing classroom teachers for the purpose of hearing the views and proposals of its members.

D. Nothing contained herein shall be construed to prevent individual employees from informally discussing an issue with their immediate supervisor.

E. The Federation agrees to continue its policy of admitting all persons to membership without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, marital status or handicapping condition and to represent equally all employees without regard to membership or participation in, or association with the activities of, or refusal to participate in the activities of, any employee organization.

F. The District agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, handicapping condition or membership or participation in, or association with the activities of, or refusal to participate in the activities of, any employee organization.

ARTICLE II - SALARY

Section 1 - Salary Schedule

The 2017/2018 salary schedule is attached as Appendix A
The 2018/2019 salary schedule is attached as Appendix B
The 2019/2020 salary schedule is attached as Appendix C
The 2020/2021 salary schedule is attached as Appendix D
The 2021/2022 salary schedule is attached as Appendix E
• A restructured salary schedule will be in place effective July 1, 2017.
• There will be full step movement for each of the five (5) years.
• There will be 0.5% increase to salary schedules for each of the five (5) years.
• Longevity to be increased to $1,500 for the 2017/18 school year and will increase one percent (1%) each subsequent year of the contract.

Effective 7/1/10, a teacher having completed twenty-six (26) years of full-time service in the Oceanside teacher unit, shall receive additional annual salary of:

- $1,500 for the 2017/2018 School Year
- $1,515 for the 2018/2019 School Year
- $1,530 for the 2019/2020 School Year
- $1,545 for the 2020/2021 School Year
- $1,561 for the 2021/2022 School Year

Section 2 - Vertical Movement on Salary Schedule

Each teacher will be placed on the next appropriate step of the salary schedule at the time that the teacher has completed one (1) additional year of service.

Section 3 - Initial Placement on Salary Schedule

A. A teacher being hired by the district shall begin at such salary as the Board, upon recommendation of the Superintendent, shall approve.

B. A teacher hired on a contract salary basis after the beginning of the year shall have annual salary pro-rated on the basis of the remaining number of days divided by 185.

C. All new employees hired prior to January 31 shall move up one (1) step the following July. Any teacher hired after January 31 shall remain on step until the second July after his/her date of hire.

D. Effective July 1, 1995, a Step 1A shall be added to the salary schedule. All members of the Unit who commence employment subsequent to July 1, 1995, and are paid a starting salary less than Step 2, shall move to Step 1A of the salary schedule in their second year of employment. The amount of Step 1A shall be equal to the average of their starting salary and Step 2 of the appropriate salary schedule column. In the third year of employment the teacher will move to Step 1B which will be determined by moving halfway from Step 2. In the fourth year the teacher will move to Step 2.

Section 4 - Career Development Plan

Recognizing the value of increased preparation of the staff to the educational program in Oceanside, the parties have established this plan to encourage teachers to further prepare themselves and thereby laterally move along the salary schedule.

This career development plan shall be mutually agreed upon by the teacher and his/her immediate supervisor. In cases where there is no agreement, a review board consisting of, in equal number, teachers and supervisors, shall make final determination except in cases where
the review committee shall not be able to render decision as a result of stalemate. In such cases, the teacher shall have recourse to the grievance procedure.

Teachers are urged to share all fruitful educational experiences with their colleagues.

Applications for advancement must be submitted not more than ten (10) years from the completion of the first of the required thirty (30) credits. This provision shall not apply to persons who have completed a course or courses for the purpose of this advancement prior to February 1, 1998.

A. Movement to M.A. Schedule
   Teachers will move to the M.A. schedule upon completion of a Masters Degree which will complete certification requirements.

B. Movement to M.A.+30 or M.A.+60
   To be eligible for movement from the M.A. to the M.A.+30 schedule on or after September 1, 1989, all teachers shall be required to complete a minimum of twelve (12) university graduate credits beyond M.A. The effective date of a salary advancement from M.A. to M.A.+30 must be no less than two and one-half years after placement on the M.A. column. Credits may be accumulated at the pace the teacher chooses.

To be eligible for movement from the M.A.+30 to M.A.+60 column on or after September 1, 1989, all teachers shall be required to complete a minimum of twelve (12) university graduate credits beyond M.A.+30. Teachers proceeding in accordance with this Section shall have equal access to in-service credits in the Oceanside School District, subject to the approval of the Administration.

The effective date of a salary advancement from M.A.+30 to M.A.+60 must be no less than two years after placement on the previous salary column. Credits may be accumulated at the pace the teacher chooses.

1) Movement to M.A.+30 or M.A.+60 By Use of In-Service Programs
   Committees of the professional staff, selected through District procedures, shall make recommendations to the Superintendent for a variety of in-service programs. The Superintendent reserves the right of final approval of all offerings and may also initiate programs suggested by other than the Staff Development Policy Board.

   All programs shall be of the highest academic quality and meet the standards of graduate work at the university level including readings, papers, examinations and pass/fail grades. One credit shall be granted for each fifteen (15) hours or equivalent and no more than two (2) hours absence for each fifteen (15) hours shall be allowed for credit (where formal meeting dates are held).

   The district will provide the opportunity for each teacher to earn a minimum of four (4) credits in-service each year - September 1 to August 31.

2) Movement to M.A.+30 or M.A.+60 by Use of Graduate Courses
   Teachers may elect to move to M.A.+30 or M.A.+60:

   (a) On the Basis of graduate courses taken in department or professional area, and/or
(b) On the basis of such graduate courses as are functionally related to the teacher's current teaching assignment, and/or

(c) On the basis of graduate courses taken in a school of education within the following disciplines: guidance, educational administration, special education, educational psychology, reading, and/or,

(d) On the basis of graduate courses that are acceptable to the New York State Education Department for permanent certification for one other position in which the teacher is not currently teaching and which position is in the bargaining unit. The number of hours approved under this paragraph shall be limited to the number of graduate hours required for one (1) such additional certification.

All such courses on the graduate level will be approved. Prior approval of the Superintendent is required.

C. Movement to M.A.+75
The salaries of teachers who are compensated on the MA+60 column of the Salary Schedule and who complete fifteen (15) credits, with prior approval subsequent to July 1, 1990, will be increased by:

- $1,774 for the 2017/2018 School Year
- $1,791 for the 2018/2019 School Year
- $1,809 for the 2019/2020 School Year
- $1,827 for the 2020/2021 School Year
- $1,846 for the 2021/2022 School Year

if the following conditions are met:

- A minimum of three (3) credits shall consist of university graduate study.
- No more than three (3) credits of committee work in any school year may be applied to the fifteen (15) credits.
- The Madeline Hunter Instructional Skills Course (or similar instructional skills model) must be taken as part of the fifteen (15) credits, if the teacher has not previously taken the course. Credit will be granted only if taken on non-school time.
- The remaining credits may be from any category currently allowed for movement from one salary column to another.

The effective date of a salary advancement from M.A.+60 to M.A.+75 must be no less than two years after placement on the previous salary column. Credits may be accumulated at the pace the teacher chooses.

D. In-service Programs

In-service Courses - There shall be fifteen (15) hours for one (1) credit and thirty (30) hours or two (2) credits. Standards previously noted in B above shall prevail. The number of sessions that are held shall be varied depending on length of each session. Courses may be held after school hours, evenings, Saturdays or during summer.
Lecture series and/or professional meetings or conferences - Same conditions as in-service courses shall prevail, except that they may be on a variety of topics. Professional meetings or conferences shall be eligible only if not on school time and not paid by the District.

There shall be a Professional Evaluation Committee in the areas of:

   a) Readings
   b) Publications
   c) Projects

This committee will evaluate and recommend credit in each of the areas above. This committee shall receive a minimum of two (2) credits or additional credits may be granted as per Article XI, Section 3C. If the committee is not convened during the school year, no credit will be granted for the committee.

There shall be one member elected from each school at a faculty meeting to serve on this Professional Evaluation Committee. The Superintendent shall add appropriate administrators to this committee, but no more than three (3).

E. Save Harmless and Limits of Past Practice

All credits accumulated in a manner other than as contained in this document shall have been evaluated before October 15, 1974, for consideration.

This article supersedes all past practices in matters of salary advancement and as such is to be interpreted only by the wording contained herein.

Teachers presently on salary columns BA+15, BA+30, BA+60, MA+10, MA+20, MA+40, MA+50, Ph.D. shall remain on these columns until eligible to move to next appropriate column MA, MA+30, MA+60. They shall be granted increments as earned annually on these columns which shall also be increased by a percentage equal to that negotiated for columns BA, MA, MA+30, MA+60.

Those persons receiving Ph.D. or Ed.D. in an accredited program shall be placed on the MA+75 column and shall receive the MA+75 stipend referred to in Article II, Section 4(D), above. These employees shall not be subject to the MA+75 conditions referred to above.

No additional teachers may be placed on salary columns BA+15, BA+30, BA+60, MA+10, MA+20, MA+40, MA+50.

F. Teachers shall receive an annual stipend for each year of the period of validity of National Board Certification. The annual rate of compensation shall be:

- $750 for the 2017/2018 School Year
- $758 for the 2018/2019 School Year
- $766 for the 2019/2020 School Year
- $774 for the 2020/2021 School Year
- $782 for the 2021/2022 School Year

- In addition, National Board certified teachers who renew their certification will be compensated an additional $150 per year for the duration of this contract.
Section 5 - Payment of Salary

A. Salary checks will be issued bi-weekly with the initial check being issued on the first Thursday after the completion of ten (10) working days or sooner.

B. By June of each year, or as soon thereafter as practicable, each member of the staff will receive a notice of his/her salary for the next year.

Teachers are requested to return two (2) copies whether they wish to be paid in equal bi-weekly checks or on the deferred payment plan. Teachers selecting the deferred payment plan will have one-sixth (1/6) of salary withheld bi-weekly and this amount paid in one sum at the time of the final yearly check. Teachers not responding to this inquiry by the established deadline, shall be paid in the same manner as the previous year.

Section 6 - Co-curricular Pay Schedule and Extra Pay

A. During each year of this Agreement, coaches salaries shall be determined by placing each varsity position on the fifth (5th) highest salary rank in the County.

B. Notwithstanding the provisions of Paragraph A, during a coach's first (1st) year of employment, the coach shall be paid at the rate of eighty (80%) percent of the fifth (5th) salary rank. During a coach's second (2nd) year of employment, the coach shall be paid at the rate of ninety (90%) percent of the fifth (5th) rank.

Compensation at one hundred (100%) percent of the fifth (5th) rank shall be paid during the coach's third (3rd) year of service. A head coach who has attained compensation at the fifth (5th) rank shall not be compensated at less than fifth (5th) rank. Assistant coaches who accept appointment in a head coach position shall be compensated in accordance with this paragraph unless they have had previous fifth (5th) rank payment in this district at the head coach level.

C. For the purposes of determining the fifth (5th) rank position compensation under Paragraph A, and the respective percentages of fifth (5th) rank position for Paragraph B, the ranking is to be determined when all the necessary data is obtained but no later than May 31, 2011, May 31, 2012, and May 31, 2013. Pending adjustment, the compensation for the assignment shall be at the prior year's rate.

D. Coaches who have completed five (5) years of service and, due to illness, are unable to complete their season will not have their salary reduced for that season. This will occur only once per person during the life of this Agreement.

E. Coaches Covering Dual Positions - If a coach covers dual positions in the same sport, he/she will be paid his/her entire salary for his/her original assignment plus one-half (1/2) salary for the additional position.

F. If, by reason of illness, any coach who has completed five (5) years of service is unable to start his/her season, he/she will be paid one-half (1/2) of the salary for that position for only one (1) season.

G. Any coach hired from staff as a substitute coach shall be paid at the rate currently being paid to the coach being replaced.
Section 7 - Payment for New Activities

Compensation for services not described in this Agreement shall be negotiated with the Federation in subsequent agreements. Until such time as these salaries are negotiated, the Superintendent shall establish the rate of compensation.

Section 8 - Acceptance of Reimbursable Additional Professional Assignments

All professional assignments which are reimbursable may be scheduled at the discretion of the Superintendent.

The acceptance of these assignments shall be voluntary on the part of the teacher.

Section 9 - Home Tutoring, Make-up Center, and Staff Development paid by the District

The rate of pay for home tutoring and supervision of the academic make-up center, and staff development paid for by the District shall be as follows:

- $50.76 per hour during the 2017/2018 School Year
- $51.27 per hour during the 2018/2019 School Year
- $51.78 per hour during the 2019/2020 School Year
- $52.30 per hour during the 2020/2021 School Year
- $52.82 per hour during the 2021/2022 School Year

Section 10 - Mileage Reimbursement

During each year of this Agreement, teachers shall be reimbursed at the rate allowable for automobile mileage reimbursement by the Internal Revenue Service on September 1 of the respective school year, for previously approved mileage incurred in the performance of their responsibilities to the District.

Section 11 - Limitations on Additional Compensation

No compensation for services rendered by teachers shall be paid unless provided for within this Agreement and appendices hereto except as provided in Article II, Sections 7 and 8.

Section 12 - Coverage for Absent Teachers

Where the building principal determines that the absence of a teacher warrants such coverage, secondary school teachers may, voluntarily, accept assignment to not more than one (1) additional instructional period per day to cover for an absent teacher.

The rate of compensation for such service shall be:

- $50.76 per hour during the 2017/2018 School Year
- $51.27 per hour during the 2018/2019 School Year
- $51.78 per hour during the 2019/2020 School Year
- $52.30 per hour during the 2020/2021 School Year
- $52.82 per hour during the 2021/2022 School Year

Volunteer teachers shall be first assigned in their area of certification and all such assignments shall be equitably rotated. Where teachers certified to teach the class are not available,
assignments shall be equitably rotated among the other available volunteers. It is understood that an assignment may be for continuous days. In the event of an emergency, the building principal may direct a teacher to provide such coverage and the above compensation shall be paid. For the purpose of this paragraph, an emergency is defined as the inability of the principal to cover a class using the normal substitute procedures and the volunteer provision of this paragraph.

**ARTICLE III - DEDUCTIONS**

**Section 1 - Dues Deductions**

The District agrees to deduct from the salaries of employees covered by this Agreement, dues for the Oceanside Federation of Teachers, as said employees individually and voluntarily authorize the District to make such deductions. Teacher authorization will be in writing in the form provided by the District.

**Section 2 - Credit Union Deductions**

The District shall make provisions for deductions to the Teacher Credit Union upon application by the teacher.

**Section 3 - Deductions for Tax-sheltered Annuities**

The District shall continue to make deductions for tax-sheltered annuity plans. However, effective October 3, 1990, the District shall not be required to make deductions for new plan enrollees in any companies other than:

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<thead>
<tr>
<th>AXA Equitable Life Insurance Company</th>
<th>Oppenheimer Fund</th>
</tr>
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<tbody>
<tr>
<td>Fidelity Management Trust</td>
<td>Paul Revere Life Insurance Group</td>
</tr>
<tr>
<td>ING National Trust-NY</td>
<td>T Rowe Price Trust Co</td>
</tr>
<tr>
<td>Legend Group – Employee Benefit A/C</td>
<td>Union Central Life Ins Co</td>
</tr>
<tr>
<td>Mass Mutual VA</td>
<td>Unity Mutual Life</td>
</tr>
<tr>
<td>Met Life of CT (Travelers)</td>
<td>USAA Life Insurance Co</td>
</tr>
<tr>
<td>Mutual Inc</td>
<td>Vanguard Fiduciary Trust Co</td>
</tr>
<tr>
<td>New York Life Ins. &amp; Annuity Corp</td>
<td>Wilton Reassurance Life Co of NY</td>
</tr>
</tbody>
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A new company may be added to this list, provided ten (10) or more employees elect to participate in that company's plan.

**Section 4 - VOTE/COPE**

The District shall make deductions for VOTE/COPE upon application by the teacher.

**Section 5 - Deduction for Fringe Benefits**

The District shall, upon application of the teacher, make deductions for health insurance, dental insurance, long-term disability and Union Welfare Fund.

**Section 6 - IRC Flexible Benefit Plan**

The District shall provide to employees covered by this Agreement the flexible benefit plan which is currently in effect.
Section 7 - NYSUT Benefits Program

The District shall make deductions for the NYSUT Benefits Program upon application by the teacher.

ARTICLE IV - LEAVE

Section 1 - Sick and Personal Leave

A. Except as hereinafter noted, employees covered by this Agreement shall be entitled to a total of thirteen (13) leave days per year, of which three (3) may be used as personal leave and ten (10) may be used for sick leave. If not used in current year, all or any part thereof will be accumulative as accumulated sick days, to a maximum of two hundred thirty (230) days, without loss of salary. A physician’s note indicating the reason for absence and fitness to return to duty will be required by the District following a sick leave absence of ten (10) or more consecutive days. Another note will be required upon the teacher’s return to work indicating reasons for absence and fitness to return to duty. Employees appointed after the year has begun shall earn one (1) sick day for each month of the school year remaining at the time of their appointment.

B. Upon the resignation of an employee terminating his/her employment in the district for the purpose of retirement under the provisions of the New York State Teachers Retirement System, who shall be either at least fifty-five (55) years of age or have provided at least twenty (20) years of service in the District, such employee will be compensated for unused accumulated sick days, during the month of July following retirement, as follows:

<table>
<thead>
<tr>
<th>NUMBER OF ACCUMULATED DAYS</th>
<th>AMOUNT FOR EACH ACCUMULATED DAY</th>
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<tr>
<td>1 to 050</td>
<td>$45</td>
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<tr>
<td>51 to 100</td>
<td>$65</td>
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<td>101 to 150</td>
<td>$85</td>
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<td>151 to 200</td>
<td>$105</td>
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Effective with the 1999-2000 School Year, a teacher who seeks the benefit provided herein shall submit his or her resignation to the Board of Education not later than March 1 of the school year in which he or she intends to retire. In the event he or she submits his or her resignation subsequent to March 1, the employee benefit provided under this section shall be reduced by twenty-five (25%) percent.

C. “RETIREMENT OFFER”

The District will offer a one-time retirement offer to eligible unit members who meet the requirements set forth below:

(a) **Eligibility**
   (i) Unit members must have a minimum of ten years of full-time Oceanside District service and must be eligible to retire pursuant to the rules of the New York State Teachers’ Retirement System (“TRS”); and
(ii) Unit members must submit to the Superintendent of Schools an irrevocable letter of resignation for the purpose of retirement by December 31, 2016.

(iii) Unit members who elect to notify the District of his/her retirement by December 1, 2016 shall have fifty percent of his/her anticipated compensation for unused sick days contributed to his/her 403(b) account not later than December 31, 2016. The unit member shall retain the right to utilize any or all of the remaining sick days after the December 31, 2016 contribution has been made. The remaining compensation for unused sick days shall be contributed to the retiree’s 403(b) account no later than August 15, 2017.

(iv) Regardless of notification date, the letter must indicate a desire to resign effective June 30, 2017 for the purpose of retirement.

(b) Benefits

(i) No later than August 15, 2017, to the extent permitted by applicable law and regulations and in accordance with the section 403(b) plan documents, the District shall make a non-elective employer contribution to the unit member’s IRS section 403(b) account in the amount of $40,000 as a retirement incentive.

(ii) In the event that the total amount of the non-elective employer contribution noted in subparagraph (i) above exceeds the maximum amount permitted by law and/or the plan documents governing the unit member’s section 403(b) account, the District shall defer payment of said excess amount until January 2018, at which time the District shall make an additional contribution to the unit member’s section 403(b) account in January 2018 in the amount representing such excess, to the extent permitted by applicable law and regulations and in accordance with the section 403(b) plan documents.

D. Teachers shall be permitted to contribute sick days to a catastrophic sick-day bank for fellow teachers who have first exhausted their sick days and disability entitlements. Unused days shall remain in the bank for the subsequent benefit of qualified unit members.

E. The personal days described above must have the approval of the principal and may be used for the reasons described below:

a. Critical illness in immediate family
b. Religious reasons
c. Mandatory court attendance
d. Marriage, graduation, or funeral in immediate family
e. Child born to wife
f. Matter of a pressing nature which cannot be scheduled outside of school hours

Teachers shall indicate one of the above categories as the reason for personal leave on the form provided for such purpose. Teachers shall not be required to reveal the purpose or details of personal leave beyond the above classifications.
F. Additional Personal Leave for Religious Observance

Upon application to the Superintendent, employees covered by this Agreement may apply for additional personal leave for religious observance.

This application must be submitted by June 30 of the school year preceding the year in which the teacher plans to take personal leave days for religious absence. In no case shall personal leave exceed five (5) days during any one (1) school year. The employee will submit with this application a specific plan for appropriate activities to replace the loss of services for each day granted for such additional personal days. Such activities to be determined by the teacher.

Section 2 - Total Disability

A. Upon the expiration of accumulated sick leave, and in the event of total disability, any employee who has had at least six (6) months of continuous service and less than three (3) years of service with the District will be granted additional leave with two-thirds (2/3) pay during such period of total disability, but in no event beyond the school year.

B. In the event of total disability, an employee who has had at least three (3) years of service with the District will be granted additional leave with three-fourths (3/4) pay during such period of total disability, but in no event more than one hundred eighty (180) working days.

C. Total disability shall mean any disability which wholly and continuously prevents the employee from performing his/her duties for a period of more than ten (10) working days.

D. For the purpose of this Section, an employee's rate of pay shall be the rate of pay in effect as of the first day of the disability for which benefits hereunder are applied.

Section 3 - Workers' Compensation

Any salary payments made to an individual under any Workers' Compensation Law shall be deducted from any salary benefits made to the individual under the District sick leave plan.

Where the District is reimbursed to the full extent allowable under any Workers' Compensation Law, there will be no deduction from an individual's accumulated sick leave days. In those cases where reimbursement is not made, days so utilized shall not be deducted from an individual's accumulated sick leave days if the case is ruled compensable by the award of either medical or salary payments.

Section 4 - Bereavement

Upon application to the Superintendent, employees covered by this Agreement may apply for bereavement leave for immediate family members— not to exceed five (5) days in each instance. Immediate family is defined as listed below:

(a) mother
(b) father
(c) sister
(d) brother
(e) in-laws in the above categories

(f) husband
(g) wife
(h) children/grandchildren
(i) grandparents
(j) stepparents/siblings
(k) person who makes his/her home in the teacher's residence
Upon application to the Superintendent, employees covered by this Agreement may apply for bereavement leave for aunts and uncles, not to exceed one (1) day in each instance.

For each day utilized under this policy, an employee shall certify that said day has been taken in accordance with the provision contained herein.

Section 5 - Child-rearing Leave

A teacher shall have the right to select child-rearing leave (which shall not be predicated on disability) under the following conditions:

1) A child-rearing leave may be requested and shall be granted providing that the District is notified sixty (60) days prior to the expected delivery date and such leave commences at the end of a semester. Exceptions may be made in cases of emergencies.

2) A child-rearing leave which shall commence when a teacher's sick leave, if any, ends, or within two (2) weeks after the adoption of a child, and which shall be requested sixty (60) days prior to the commencement of such leave.

3) No leave shall exceed two (2) years.

4) Length of leave shall be fixed at the time of request for said leave.

5) Under unusual circumstances, when adopting a child, the time requirement may be waived.

6) All leaves must terminate at the beginning of a school year.

7) Written notice of intention to return must be provided to the Superintendent by May 1 of the school year preceding the return to service.

8) A teacher on child-rearing leave, who wishes to return other than at the beginning of a school year, shall be given priority consideration, upon application, for any open position within that teacher's tenure area.

Section 6 - Jury Duty

No teacher shall lose pay or have his/her personal leave allotment charged for absence due to jury duty. However, any compensation received for such jury duty shall be reimbursed to the District.

Section 7 - Professional Leave

A professional leave of one (1) year shall be available to a maximum of six (6) teachers per year for subject-related work experience and/or professional teacher organization work (i.e., NYSUT, AFT). Leave shall be granted according to seniority in the District and shall be without pay. Teachers shall be entitled to normal advancement under the salary schedule and in
seniority, and will be permitted to retain, at their own expense, those employee benefits permissible by insurance company and legal regulations. Written notice of intention to return must be provided to the Superintendent by May 1 of the school year preceding the return to service.

ARTICLE V - INSURANCE

Section 1 - Health Insurance

The District shall share in furnishing a health insurance program for all regularly employed teachers during the life of this Agreement. Effective 7/01/13, the District shall pay eighty-two (82%) percent of the premium for the Empire Plan or such health insurance plans selected by teachers, with the additional costs, if any, to be paid by the teachers.

Effective July 1, 1998, a unit member who has been the enrollee for individual coverage, or a combination of individual and family coverage, in a District-provided health insurance program for four (4) consecutive years, may discontinue his or her enrollment. In such event, the District will annually pay the teacher the sum of one thousand ($1000) dollars as additional salary.

Effective July 1, 1998, a unit member who has been the enrollee for family coverage in a District-provided health insurance program for four (4) consecutive years, may discontinue his or her enrollment. In such event, the District will annually pay the teacher the sum of two thousand ($2000) dollars in additional salary.

Effective July 1, 1998, a unit member who has been the enrollee for family coverage in a District-provided health insurance program for four (4) consecutive years, may switch to individual coverage. In such event, the District will annually pay the teacher the sum of one thousand ($1000) dollars in additional salary.

The salary in each case shall be paid in the last payroll of the year. The enrollee must make application for such salary by May 1 of the preceding school year on a form to be provided by the District.

In the event the unit member requests re-enrollment in the District-provided health insurance program, the amount of additional salary will be pro-rated accordingly. Any enrollment into, or withdrawal from, coverage shall be subject to the terms and conditions of the insurance carrier.

Any election hereunder shall continue in effect until written notice from the unit member to the contrary.

Section 2 - Life Insurance Coverage

Group Life Insurance Coverage in the amount of three-fourths (3/4) of each teacher's annual salary reduced to the next lowest multiple of one thousand ($1000) dollars shall be provided for each member of the teaching staff. Teachers, during the first three (3) years in Oceanside, shall receive a minimum of five thousand ($5000) dollars. Those with more than three (3) years of employment shall receive a minimum of ten thousand ($10,000) dollars and a maximum of twenty-five thousand ($25,000) dollars.

Current coverage is provided by Group Policy No. GL-14664, which is underwritten by the Hartford Life Insurance Company. The master copy is on file in the District Office and is available for inspection after due notice.
Section 3 - Dental Insurance

The District shall continue its dental insurance program for all teachers. The District's contribution shall be two hundred twenty-three ($323) dollars annually for the individual plan and four hundred seventy-eight ($578) dollars annually for the family plan.

Section 4 - Long-Term Disability

The District shall continue its contribution to Long-Term Disability Plan for teachers in the amount of seventy ($70) dollars annually per teacher. Participation is voluntary.

Section 5 - Loss of Personal Property

A. For each school year covered by this Agreement, the School District shall provide a sum not in excess of three thousand five hundred ($3500) dollars to accommodate losses of personal property in the performance of the pedagogical tasks of the teacher.

B. Teachers may apply for reimbursement by filing a report of such loss with the District Office. The rules and regulations governing the distribution of monies are contained on the application form.

C. In the event that the amounts awarded exceed three thousand five hundred ($3500) dollars in one (1) year, the amounts shall be pro-rated for each individual.

D. Any monies not used for this purpose shall be added to the subsequent year's appropriation, provided that the total fund created thereby shall not exceed ten thousand ($10,000) dollars.

Section 6 - Elimination or Reduction of Fringe Benefits

A. In the event that an entire category of fringe benefits is eliminated, such monies as are contributed by the District shall be allocated to remaining benefits.

B. Any benefit to which the employee currently contributes shall continue on to the extent that the District's contribution shall not exceed ninety percent (90%) of the total cost of the plan.

C. Should there be any reduction in premiums for any contributory benefit during the course of this Agreement, the Federation reserves the right to seek greater benefits in any of its fringe benefits or reduce the teacher obligation in any of its contributory benefits.

Section 7 - Selection of Insurance Plans

The Federation may recommend alternate insurance plans for long-term disability and dental insurance. The District will participate with the Federation in the selection of such alternate plans, but will in no event insist on selection of any plan or carrier which provides costs or coverages which are inferior to the best bonafide plan presented by the Federation.

Section 8 - Welfare Fund

On each July 1 of this Agreement, the district shall contribute forty thousand ($40,000) dollars to the Federation Welfare Fund. Such Welfare Fund shall be established by the Federation for the benefit of all employees covered by this Agreement. The District will meet the premium
costs for any persons added to the Table of Organization if such additional persons cause the total premiums to exceed forty thousand ($40,000) dollars at the rates in effect November 1, 1990.

ARTICLE VI - REGULAR SUBSTITUTES

Section 1

Regular substitutes who had previously received probationary appointment or tenure status shall receive salary and fringe benefits, and other terms and conditions afforded teachers covered by this Agreement, as if they were continuing their prior status, except for accrual of seniority and mandated recall rights in a regular substitute position.

Section 2

Regular substitutes in their first (1st) year of employment in the District shall negotiate the first-year salary with the District on an individual basis. Other terms and conditions of the Agreement shall apply, except for Article V, Section 4 (Long-Term Disability Insurance) and Article IV, Section 2 (Total Disability Coverage).

Section 3

Regular substitutes who have had one (1) year of prior experience with the District, and who are rehired, shall be entitled to terms and conditions of the Agreement. In the second year of employment, they shall be placed on the teachers' salary schedule in the appropriate educational column so that their new salary will be comparable to current salary plus one (1) step. After July 1, 1995, Article II, Section 3 (D) shall determine second year salary placement for all employees hired at a salary less than Step 2.

Section 4

Teachers with previous regular substitute experience subsequent to September, 1981 will receive full credit for such service for placement on the salary schedule.

Section 5

The salary provisions of Article VI shall be applicable commencing with the 1987/88 School Year.

ARTICLE VII - CONDITIONS OF EMPLOYMENT

Section 1 - Scheduled Working Days

There shall be one hundred eighty-five (185) working days for each year of this Agreement. One (1) such day, school shall be closed in the event that there are no snow days used in any year.

Section 2 - Hours and Duties for Teachers

A. It is acknowledged that the teaching profession imposes responsibilities far beyond the instructional act and includes obligations toward the child in every aspect of his/her development, the profession itself, the entire educational program, and the community. The provisions of this Article are not intended to exclude the teacher from any area of
professional involvement, but to define and regulate the duties of teachers in the interest of a sound educational program.

B. Effective 9/1/02, the workday for all unit members other than secondary librarians and teacher assistants shall be as follows:

**Elementary Schools**
The teachers' workday shall be from 10 minutes before class through the end of classes, and extra help shall be provided pursuant to the current practice. Classes shall be scheduled for six (6) hours and fifty (50) minutes. Classroom teachers shall be excused from attendance at one (1) FLES/FLEX period per week.

**Middle School**
The teachers' workday shall be from the beginning through the end of classes, and extra help shall be provided pursuant to the current practice. Classes shall be scheduled for six (6) hours and forty-five (45) minutes. Teachers must be at their assigned station at the beginning of their workday. From 2/1/02 through 6/30/02, middle school teachers' lunch and prep periods will be reduced from forty-two (42) minutes to forty/forty one (40/41) minutes. In subsequent years, there shall be an 8-period day in addition to Advisory. In addition to a 9-minute Advisory, there shall be two (2) 60-minute periods and six (6) 42-minute periods. Middle school teachers shall have five (5) teaching periods, one (1) preparation period, one (1) lunch period, and one (1) duty period.

Time other than assigned class time, lunch time, and preparation time shall be considered as duty time and is subject to assignment. Duty time may include all responsibilities included in preparation time but may additionally be used to:

- counsel students
- give individualized help in learning centers and/or open labs
- supervise students in other than regularly-scheduled classes such as study halls and homeroom
- supervise and monitor open areas of student traffic, such as halls and entrances
- supervise monitors in the cafeteria

**High School**
The teachers' workday shall be from the beginning through the end of classes, and extra help shall be provided pursuant to the current practice. At the high school, there shall be a six (6) hour and forty-five (45) minute day. Teachers must be at their assigned station at the beginning of their workday. The school day shall consist of nine (9) periods, all of which shall be forty one (41) minutes in length, except for one (1) 45-minute period, during which announcements shall be made.

High school teachers shall have five (5) teaching periods, one (1) preparation period, one (1) lunch period, one (1) duty period, and one (1) professional period.

Classroom teachers will be required to devote the five (5) professional periods per week to professional development activities. Classroom teachers and administrators will meet at the start of the school year and bi-monthly thereafter to discuss the use and development of the professional period which, while not subject to assignment, is subject to the supervision of the administration.
The professional period may include, but is not limited to the following Activities:

- Student mentoring, including extra help beyond 1-hour per week & AIS services
- Teacher mentoring
- Test Development
- Evaluation of curriculum and texts
- Conferencing with students and/or parents
- Team Conferencing
- Parent Communication
- Class Visitation
- Strategic planning meetings to address the needs of at-risk students
- Inclusion Meetings
- Collegial Circles
- Interdisciplinary Planning

Guidance counselors at the high school shall each work six (6) hours and forty-five (45) minutes on staggered schedules from 7:00 a.m. to 1:45 p.m., and 8:15 a.m. to 3:00 p.m., on a rotating basis. Each guidance counselor shall allocate fifty (50%) percent of his or her workdays to each schedule and make it known to students and parents in advance. During the period 2/1/02 through 6/30/02, guidance counselors shall work six (6) hours and thirty (30) minutes, and shall also stagger schedules from 7:00 a.m. to 1:30 p.m., and from 8:30 a.m. to 3:00 p.m., so that fifty (50%) percent of the days in this time period will be spent with each schedule, and these schedules will be made known to students and parents in advance.

All Levels
At all levels, non-classroom teachers will be provided the lunch and preparation time standard for their level. The rest of their assigned time will be devoted to their category of employment.

C. Classes shall be scheduled by the Administration within a period not to exceed six (6) hours and forty-five (45) minutes per day in the secondary schools and six (6) hours and fifty (50) minutes in the elementary schools.

D. In the elementary schools, teachers shall be on duty ten (10) minutes before the beginning of the student schedule.

E. In addition, each teacher at all levels shall be required to be available for no less than sixty (60) minutes per week of extra help to students according to student need. Two of the duty periods described in D, above, may be used for this purpose. Arrangements for providing extra help are to be developed between the teacher and his/her immediate supervisor.

F. Each teacher shall have one (1) preparation period per day. The length of this period shall be forty-one (41) minutes at the High School. Middle School and elementary schools shall have a forty-two (42) minute preparation period. Such preparation period, while not subject to assignment, is subject to the supervision of the administration and shall include such responsibilities as:

- preparation of material for class
- student/teacher conference
- parent/teacher conference
• grading and/or review of student work
• teacher/administrator conference
• preparation of appropriate reports

G. High School teachers shall have a lunch period of a minimum of forty-one (41) minutes. Middle School teachers shall have a lunch period of a minimum of forty-two (42) minutes. Elementary school teachers shall have a lunch period of a minimum of fifty (50) minutes.

H. Teachers shall not be assigned to the routine patrol of cafeterias or of outside areas. No teacher shall be assigned to hall and/or cafeteria duties in consecutive years.

I. There shall be, additionally, a total of twenty (20) hours per year scheduled for administrative meetings. These meetings shall start as soon as possible after the conclusion of the teacher's scheduled classes.

J. Where a director supervises more than one department, or additional level (e.g., elementary, middle school, high school), the teachers in one of those departments, or levels shall meet with the director on a day other than Thursday for department, or grade level meetings. At least one department, or level will meet with the director on Thursdays. Department, or grade level meetings shall not be scheduled on Fridays, or on the second and fourth Thursdays of the month. A department, or level which meets with the director on Thursdays shall be scheduled to meet with the director on a day other than Thursday in the subsequent school year. Teachers shall be provided with the schedule for department, or grade level meetings with the director by the end of the first week of school.

K. Effective 9/1/02, at the High School, science teachers shall teach a total of fifteen (15) periods over a three-year cycle with no more than six (6) teaching periods per day within a given year (e.g., 6, 4.5, 4.5 or 5.5, 5, 4.5); and not more than three different instructional preparations per semester. Science teachers who teach more than five (5) periods shall be relieved of duty periods and professional periods. The three-year cycle shall be personal to the individual teacher, i.e., should a teacher's employment terminate, the replacement teacher would commence his or her own three-year cycle, and not continue that of the departing teacher. This same principle shall apply to teachers on long-term leave. The teacher shall resume the cycle as if there had been no break in service.

L. Hours for secondary librarians shall be from ten (10) minutes before the first class in the morning until forty-five (45) minutes after the last class (a 7-hour, 40-minute workday). In the event classes run for more than six and one-half (6-1/2) hours, or there is more than one (1) librarian in the school, the hours may be appropriately staggered so as to keep the library open during classes and not exceed the hours for librarian intended in this clause.

M. Whenever administratively possible, teachers at the secondary level shall not be assigned more than three (3) consecutive teaching periods.

N. Effective 9/1/02, probationary teachers and regular substitutes shall participate in twenty (20) hours of professional development each year of their probationary period. Tenured teachers shall participate in ten (10) hours of professional development each year. Teachers will receive no pay or credit toward salary advancement for these hours.
During these professional development hours, teachers may attend courses offered by the District or BOCES. In addition, they may, with prior approval of the Assistant Superintendent, attend courses offered by other accredited institutions. Teachers may also, with prior approval, receive credit for staff development hours for preparing for, and teaching, such a course. The District may designate up to four (4) of the ten (10) hours required of tenured teachers as required courses. The District may designate twenty (20) of the twenty (20) hours required of probationary teachers and regular substitutes as required courses. Teachers appointed on a part-time basis shall be required to participate in professional development on a pro-rata basis. Required courses offered by the District shall be scheduled to take place on more than one day, whenever possible, in order to avoid scheduling conflicts for teachers. The schedule of activities of courses offered by the District shall be published and distributed to teachers during the month of September. All mandated courses offered by the District, other than new teacher orientation courses, shall take place between September and May 31.

O. Faculty, department or grade level meetings shall not take place during the same week as back-to-school night.

P. In addition to time provided above, teachers may be assigned to one (1) evening per year for Back-to-School Night. High school teachers may be required to attend and participate in high school graduation exercises.

Q. Teachers traveling between schools, as part of their teaching assignments, shall have a minimum of fifteen (15) minutes for travel and shall be reimbursed at the approved rate of mileage twice per year, not to exceed a maximum allowable mileage. Traveling teachers shall be paid at the hourly rate for extra nights that they report to school for the purposes of conferences or back-to-school nights.

R. Nothing herein contained shall be construed to prohibit any teacher from accepting additional assignments in the School District or to prevent any teacher from meeting voluntarily with students outside the normal school day.

S. Elementary school teachers will be assigned on the third Thursday in November for parent conferences which shall be for (four and one-half) 4-1/2 hours after the school day with an appropriate dinner break.

T. Teachers may volunteer for a sixth (6th) period of instruction at the High School, provided that:

1) Not more than fifteen (15) teachers at any time may be assigned to a sixth (6th) instructional period.

2) No teacher shall be excessed as a result of any other teacher being assigned to a sixth (6th) instructional period.

3) Such assignment shall be on a voluntary basis. Only tenured teachers shall be eligible.

4) The pool of teachers eligible shall be by rotation. Those teachers who are assigned to a sixth (6th) period in any given year shall be placed at the bottom of the rotation list at the end of that year.

5) Assignments to a sixth (6th) period shall be made by the principal.
6) The compensation for such assignment shall be as follows:

- $8,639 for the 2017/2018 School Year
- $8,725 for the 2018/2019 School Year
- $8,812 for the 2019/2020 School Year
- $8,900 for the 2020/2021 School Year
- $8,989 for the 2021/2022 School Year

Section 3 - Space for Parent/Teacher Conferences

Whenever possible, space for parent/teacher conferences shall be provided.

Section 4 – Paraprofessionals

Paraprofessionals may be used by the administration to augment and supplement the instructional program, but may not be utilized, during the life of this Agreement, to replace employees covered by this Agreement who were effectively employed as of September 1, 1973. Said paraprofessionals shall work under the supervision of a certified teacher and shall make no formal evaluation of student progress.

ARTICLE VIII - FEDERATION RIGHTS

Section 1 - Federation Meetings

The time for meetings on the second and fourth Thursday of each month is reserved for the Federation.

Section 2 - Rights of Federation Officers

A. The nine (9) officers of the Federation, i.e., President, Executive Vice President, four (4) Vice Presidents, Secretary, Financial Secretary, and Treasurer, and the building representative of each secondary school, shall not be assigned administrative duties during the normal school day. They shall be required to maintain extra help classes, report ten (10) minutes before the start of the school day (elementary only), and assume appropriate duties on such reorganized days as test days, etc.

B. When an elementary teacher holds one of the districtwide offices described above, the lunch and preparation periods will be scheduled consecutively, or the preparation time will be scheduled at the end of the school day. In the event that the President of the Federation is an elementary school teacher, the individual will have, in addition to lunch and preparation period, a forty-two (42) minute unassigned duty-free period to be scheduled at the principal's discretion.

Section 3 - Rights of the President of the Federation

A. In addition to the above, the President of the Federation shall receive a maximum of three (3) educational/conference days to attend presidents conferences and/or NYSUT Committee of 100.

B. Three (3) Federation delegates shall have conference days to attend the NYSUT Convention, not to exceed two (2) days.

C. Up to three (3) additional delegates will be granted personal leave for the purpose of attending the NYSUT Convention.
Section 4 - Right of Building Representative to be Accompanied

The Federation building representatives shall have the right to be accompanied by other representatives of the Federation in meetings with the building principal.

Section 5 – Limitation

There shall be no additional Federation officer rights except as described above.

Section 6 - Federation-Superintendent Meetings

The Superintendent or the Federation may request joint meetings to discuss matters of interest. The party requesting the meeting shall provide the agenda for such meeting at least one (1) week in advance. Each party may request one (1) meeting per month except as altered by mutual agreement.

ARTICLE IX - TEACHER FILES

Section 1 - Location of Files

Official teacher files shall be maintained under the following circumstances:

A. There shall continue to be only two (2) official files bearing the teacher’s name for the following purposes:

   (1) **District File** - Shall contain therein all professional records, transcripts, licenses, and confidential employment recommendations and records (correspondence between the teacher and the District), and annual evaluations by the immediate supervisor.

   (2) **Building Principal's File** - Shall contain therein memos to or from teacher or administrator; directives, comments or any other material the teacher or administrator wishes to place in folder.

Section 2 – Regulations

A. Memos intended for teacher's file must indicate such intention by affixing "cc/file" on lower portion of memo.

B. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

C. However, an incident which has not been reduced to writing within three (3) months of its occurrence, exclusive of summer months, may not be added to the file.

D. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the copy for the file.

E. Upon appropriate request, the teacher shall be permitted to examine his/her files and to reproduce any materials therein.
F. Material will be removed from the files when a teacher's claim that it is inaccurate or unfair is sustained.

Section 3 - Business Office Files

The foregoing shall not be construed to apply to records kept by the Business Office for purposes of insurance, payroll, compensation, and other related business matters bearing no relation to a teacher's competency.

ARTICLE X - COMMITTEES AND DISTRICT PROCEDURE MANUAL

Section 1 - District Procedure Manual

A. Certain procedures in the operations of the schools have been developed in consultation with the Oceanside Federation of Teachers or as a result of District committees operating under rules and regulations formulated by the Council of Building Representatives and Administrators. These procedures are incorporated in a District Procedure Manual which shall be reviewed by the Administration and the OFT to determine the necessity for modification, if any.

B. The procedures developed to date are:
   1. Academic Freedom
   2. Class Size or Level of Support
   3. Transfer and Reassignment
   4. Substitutes
   5. Paraprofessionals and Cluster Teachers
   6. Organization of the School Day
   7. New York State Educational Goals

C. Matters contained in the District Procedure Manual shall be grievable in accordance with the provisions of Article XII of this Agreement.

D. The Superintendent of Schools reserves the right to modify the provisions in the District Procedure Manual after due notice to the Federation.

E. If any matters in the District Procedure Manual are inconsistent with the terms of this Agreement, the Agreement shall control.

Section 2 - Council of Building Representatives and Administrators (C.O.B.R.A.)

A. On the second Thursday of each month during the school year, unless altered by mutual agreement, there shall be a meeting of the Superintendent and/or the Superintendent's authorized representatives, building principals, and Federation building representatives.

B. The purpose of these meetings shall be to discuss matters of school procedure and questions relating to implementation of this Agreement.

Section 3 - District Committee System

A. Steps for activation of a District committee:

   Step 1 - A problem or need arises necessitating the use of a committee for developing a solution.
Step 2 - Any member, or members, of the professional staff indicates to the Council of Building Representatives and Administrators the need for such a committee. This shall be done by memorandum, and shall be as specific and detailed as possible.

Step 3 - C.O.B.R.A. will discuss the proposal, and will indicate specific objectives of the committee, the specific number of people to serve on the committee and a time limit for study.

Step 4 - C.O.B.R.A. will ask for volunteers at the next faculty meeting.

Step 5 - These names are submitted to the Assistant Superintendent for Instruction, who will designate a temporary chairperson whose only function shall be to initially convene the committee and have the committee select a permanent chairperson.

B. Committee Ground Rules:

Step 1 - The committee shall begin study of the problem immediately with the intent of making a final report within the time established.

Step 2 - Committees will keep minutes of all meetings, distributing them to all members of the staff.

Step 3 - Committee reports, once published, shall be placed on the agenda for the next faculty meeting for discussion.

Step 4 - Final committee reports shall be made to C.O.B.R.A. and all staff simultaneously. Final reports shall be voted upon at the next faculty meeting. The members of the C.O.B.R.A. shall report the results of such vote at the next C.O.B.R.A. meeting.

Step 5 - The Council shall submit the committee's final report and the results of the vote to the Superintendent.

Not more than three (3) members of any District committee shall receive financial compensation, pursuant to Article II, Section 9. If more than three (3) members wish to receive pay, districtwide seniority as of the committee's first meeting shall control.

Members of any District committee shall receive financial compensation at the rate established for home tutoring for the amount of hours for which the committee is authorized to function.

C. Hours for Credit for Committee Work:

Hours shall be credited:

   a) For attendance at regular committee meetings
   b) For attendance at meetings of sub-committees

Credit for sub-committee meetings shall be granted when the committee as a whole establishes that sub-committee, provides specific tasks for that sub-committee to perform, and indicates the number of hours in which that task is to be performed.

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This would include sub-committees of one (1) or more persons.

The attendance and the existence of such sub-committees shall be certified to by the chairperson of that committee.

D. Decision:

The Superintendent, or the Superintendent's designate, shall make a decision on the committee reports with a written report within one (1) month.

Section 4 - Building Committee System

A. Steps for activation of building committees:

   Step 1 - A problem or a need arises necessitating the use of a committee for developing a solution. A teacher or a group of teachers or anyone concerned shall send to the principal a statement concerning a need for a committee. A group consisting of elected representatives of teachers in each building will make a preliminary exploration of the problem and will report the entire matter to the faculty at a faculty meeting. The faculty will then vote on the formation of such a committee.

   Step 2 - The principal shall then convene such a committee within fifteen (15) days and act as temporary chairperson and conduct an election of a permanent chairperson as the first order of business.

   Step 3 - The committee will then study the problem within a time limit established by the faculty and report the results at a faculty meeting.

B. Committee Ground Rules:

   Step 1 - Committees shall be open to all who wish to serve on them.

   Step 2 - Committees will make and keep all minutes public.

   Step 3 - All committee reports or minutes of concern must be placed on faculty agenda for discussion.

   Step 4 - Final committee reports are to be discussed, considered and voted upon by the faculty at a faculty meeting.

C. Credit:

Hours for Credit for Committee Work

Hours shall be credited:

   a) For attendance at regular committee meetings
   b) For attendance at meetings of sub-committees

Credit for sub-committee meetings shall be granted when the committee as a whole establishes that sub-committee, provides specific tasks for that sub-committee to perform, and indicates the number of hours in which that task is to be performed.
This would include sub-committees of one (1) or more persons.

The attendance and the existence of such sub-committees shall be certified to by the chairperson of that committee.

D. Final decisions on committee reports will be made by the principal. In each case, the principal will respond in writing to the faculty regarding his/her decision.

E. All decisions on committee reports are subject to the Superintendent's approval.

F. The principals shall have the right to form voluntary committees of teachers and administrators or other interested parties to study questions not approved by faculty.

Section 5 - Authority of the Superintendent

Nothing contained in this Article shall curtail the responsibility of the Superintendent and/or the Board of Education to make decisions in matters of educational policy.

ARTICLE XI - ADMINISTRATIVE AUTHORITY

Section 1 - Subject to

It is agreed that the teacher's performance of the services described herein is subject to the authority and supervision of the Superintendent or such person as the Superintendent may designate. Questions arising from the exercise of such administrative authority may be resolved through the established grievance procedures.

Section 2 - Recognition of

The Federation recognizes the authority of the administrative officers duly appointed in accordance with the Table of Organization established by the Board of Education governing administrative and supervisory functions and teacher involvement in educational planning.

Section 3 - Emergency

In case of any emergency declared by the Superintendent, for reasons beyond the control of the District, the duties of teachers may be extended beyond the limits of the school day as described herein. The extension of duties shall be rescinded as soon as the emergency is remedied.

Section 4 - New Activities

The Superintendent may set the regulations governing the performance of new professional responsibilities which may arise.
ARTICLE XII - GRIEVANCE

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

Section 1 – Definition

A. **Grievance** is a complaint by an employee concerning the effect, interpretation, application, or violation of this Agreement.
B. **Employee** is any employee covered by this Agreement.
C. **Days** are working school days.
D. **Aggrieved** is the employee filing a grievance, or the OFT.
E. **Supervisor** is the person to whom the aggrieved is directly responsible.

Section 2 – Procedure

A. **Informal Stage**
   An employee may present a grievance to his/her supervisor within ten (10) days following the act or condition which is the basis of the grievance. The supervisor shall informally discuss the grievance with the aggrieved and, within five (5) days of aforesaid informal discussion, render a written decision to the aggrieved.

   The decision may be pursued in the following manner:

B. **Stage I**
   Within five (5) days of the decision of the supervisor, the aggrieved may appeal the decision to the building principal.

   The building principal, within five (5) days of receipt of the appeal, shall meet and confer with the aggrieved and the supervisor with a view to arriving at a mutually satisfactory resolution to the grievance.

   The building principal shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

C. **Stage II**
   Within five (5) days of the decision of the building principal, the aggrieved may appeal the decision to the Assistant Superintendent.

   The Assistant Superintendent, within five (5) days of receipt of the appeal, shall meet and confer with the aggrieved and the building principal with a view to arriving at a mutually satisfactory resolution of the grievance.

   The Assistant Superintendent shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

D. **Stage III**
   Within five (5) days of the decision of the Assistant Superintendent, the aggrieved may appeal the decision to the Superintendent.
The Superintendent, within five (5) days of the receipt of the appeal, shall meet and confer with the aggrieved and the Assistant Superintendent with a view to arriving at a mutually satisfactory resolution of the grievance.

The Superintendent shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

E. Stage IV
Within five (5) days of the decision of the Superintendent, the OFT may make a written request to the Superintendent for advisory arbitration.

The request shall include the aggrieved’s choice of a person to participate on a tripartite arbitration panel as well as a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.

Within three (3) days of receipt of the request for advisory arbitration, the Superintendent shall select the second member of the arbitration panel, and shall notify the aggrieved of his/her choice.

The two members so named shall meet within three (3) days thereafter and shall select a third person to serve as chairperson of the tripartite panel. If the two cannot agree within two (2) days on selection of a chairperson, they shall utilize the procedures of the New York State Public Employment Relations Board to assist them in selection of a chairperson.

Following selection of the chairperson, the Superintendent shall furnish the three members of the panel copies of all documents and papers concerning the grievance.

The chairperson shall convene all parties concerned within a reasonable time of his/her selection and shall provide the parties with the opportunity to present oral and written statements concerning the grievance.

The tripartite panel shall issue its advisory opinion not later than thirty (30) days from the date of the closing of the hearings. The opinion shall set forth the panel’s conclusions on the issue submitted.

The panel shall limit its decision strictly to the application and interpretation of the provisions of this Agreement and it shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.

The Superintendent shall communicate his/her decision concerning acceptance of the panel’s recommendation, in writing, to the aggrieved, within five (5) days of receipt of the panel’s written opinion.

F. Stage V
If the Superintendent, the aggrieved, or the OFT does not accept the opinion of the tripartite panel, the aggrieved and/or the OFT may appeal to the Board of Education within five (5) days after he/she has received the decision of the Superintendent.

The Board, within fifteen (15) days of receipt of the appeal, shall conduct a hearing on the grievance.
The Board shall communicate its decision, in writing, to the aggrieved and to the Superintendent within thirty (30) days of the hearing.

Section 3 - Rules and Regulations

A. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any employee from presenting and processing a grievance through the procedures provided in this Article.

B. An employee shall have the right to be represented at any stage of these procedures by the Federation or a person of his/her choice.

C. Copies of all documents submitted as evidence in these procedures shall be made available to the parties to these procedures.

D. Where an employee is not represented by the Federation at Stages III and V of these procedures, a Federation representative may be present to state his/her views on the grievance. Copies of documents submitted as evidence at these stages shall be made available to the Federation upon request.

E. Failure at any stage of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next stage. Failure at any stage of this procedure to appeal a grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

F. The time limits specified in any step of this procedure may be extended, or shortened, in any specific instance, by mutual agreement.

G. Records of grievance procedures shall not be made a part of an employee's personnel file.

H. Appeals of decisions shall be in writing, shall set forth specifically in what manner the decision is erroneous and the remedy desired, and shall state the name of the employee's representative, if any.

I. Notice of a conference to be held at any of the stages of these proceedings shall be sent to all parties to the proceedings of that stage, including the employee's representative, if any.

J. The grievance stated in writing at Stage I shall not be changed, altered, or modified at any subsequent stage of these procedures.

K. An employee may present oral and written statements concerning his/her grievance at any stage of these procedures.

L. Decisions rendered during any stage of these procedures shall be issued to all parties to the proceedings of that stage, including the employee's representative, if any.

M. Where a supervisor is a person other than a department chairperson, the aggrieved shall proceed directly to the stage at which his/her supervisor appears in these procedures. Within five (5) days of an informal discussion, the supervisor in question shall communicate his/her decision to the aggrieved, in writing.

N. The parties shall share equally the expense of the chairperson of the arbitration panel.
O. Decisions of the Superintendent at Stages III and IV, and decisions of the Board at Stage V, shall affect all other employees similarly situated.

ARTICLE XIII - NEGOTIATING PROCEDURE

Section 1 - Original Submission
Each of the parties to this Agreement shall submit, in writing, no later than December 1, 2021, proposals for negotiations for a subsequent agreement. Additional proposals may not be introduced after December 15, 2021, except by mutual agreement.

Section 2 - Meetings
The Superintendent, and/or designated representatives of the Superintendent, and the Federation shall meet within thirty (30) days of submission of the original proposals, and shall meet no less than once per week thereafter until either:

a) matters being negotiated have been resolved by agreement, or
b) an impasse has been reached

Section 3 - Impasse
An impasse may be deemed to exist if an agreement has not been reached at least one hundred twenty (120) days prior to June 30, 2022.

Section 4 - Recourse to Media
Neither party will have recourse to public media concerning the issues being negotiated until impasse or settlement is reached.

ARTICLE XIV - WORK STOPPAGES

Section 1 - Prohibition of Work Stoppages
The Federation and the Superintendent recognize that strikes, job actions, and other forms of work stoppages by teachers are contrary to law and public policy. The Federation and the Superintendent subscribe to the principle that differences shall be resolved without interruption of the school program. The Federation agrees that there shall be no strikes, job actions, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation thereof.

ARTICLE XV - LEGAL LIMITATIONS

In the event the terms of this Agreement are contrary to any provisions of appropriate existing federal, state, or local statutes, or ordinances, or if any part or portion of this Agreement shall be deemed to be unconstitutional, then only that part or portion of this Agreement which is in conflict with the law or unconstitutional shall be considered unenforceable, while the balance of the terms and provisions of this Agreement shall continue to be binding upon the parties hereto.
ARTICLE XVI - EXISTING PROCEDURES

All existing administrative procedures governing or affecting salary and working conditions of employees covered by this Agreement shall continue in force during the term of this Agreement, except insofar as modified herein.

ARTICLE XVII - REQUIRED LEGISLATIVE ACTION

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

ARTICLE XVIII - TERMS OF AGREEMENT

This Agreement shall commence on the date of execution and will terminate on June 30, 2022, except that, in the event a new agreement is not executed at the termination of this Agreement, then the terms and conditions shall continue until such time as a new agreement is executed. This Agreement may not be modified or amended except in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in triplicate, this 14th day of February, 2017.

OCEANSIDE FEDERATION OF TEACHERS
By Mr. Richard M. Roschelle, President

OCEANSIDE UNION FREE SCHOOL DISTRICT
By Dr. Phyllis S. Harrington
Superintendent of Schools

By Ms. Kimberly Grim-Garrity
President, Board of Education