

AGREEMENT

between the

**SYOSSET CENTRAL SCHOOL DISTRICT
COUNTY OF NASSAU, SYOSSET, NEW YORK**

And The

**SYOSSET TEACHERS ASSOCIATION
FOR SUMMER SCHOOL TEACHING PERSONNEL**

July 1, 2017 - June 30, 2020

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SECTION I

PREAMBLE

ARTICLE 1 - AGREEMENT BETWEEN SYOSSET CENTRAL SCHOOL DISTRICT AND THE SYOSSET TEACHERS ASSOCIATION FOR SUMMER SCHOOL TEACHING PERSONNEL

Pursuant to the requirements of Article 14 of the Civil Service Law entitled Public Employees' Fair Employment Law (hereinafter referred to as the "Taylor Act"), to encourage and increase effective and harmonious working relationships between the Syosset Central School District, of the town of Oyster Bay, Nassau County, New York (hereinafter referred to as the "District") and professional employees of the summer school of the Syosset Central School District who are represented by the Syosset Teachers Association (hereinafter referred to as the "STA") and to establish the terms and conditions of employment of the professional employees of the District for the period of this Agreement, this Agreement is entered into between the District and the STA. This Agreement shall be effective July 1, 2017 and shall continue in effect on all terms and conditions through June 30, 2020.

SECTION II

RECOGNITION - GRIEVANCE AND PROCEDURES OF NEGOTIATION

ARTICLE 1 - RECOGNITION

For the purpose of collective negotiation, the District and the STA recognize the unit to be as follows:

Included: All certified summer school personnel including classroom teachers, guidance counselors, librarians, attendance teachers, and school psychologists, whether or not they shall actually be engaged in classroom instruction.

Excluded: All principals and assistant principals, administrative assistants, department chairpersons, itinerant teachers, and day-to-day substitute teachers.

The STA affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE 2 - RESPONSIBILITIES OF THE BOARD, SUPERINTENDENT AND THE STA

The STA and the District jointly recognize the legally defined responsibilities and powers of the Board of Education ("the Board"), of the Superintendent, and of the STA.

The STA and the District agree that, in consonance with its statutory obligations, the Board establishes District-wide policies, and appoints a Superintendent who establishes administrative rules and procedures for the District. Thus, both parties to this contract agree that this Agreement, the law, Board policies, and administrative rules and procedures govern the educational process of the District.

The STA and the District agree that, in consonance with STA's statutory obligations, the STA represents the faculty within its community of interest, in full and open negotiations with respect to salary, wages, hours, and other terms and conditions of employment.

In view of the common goals of the STA and the District for the betterment of education in the District, the Board and the Superintendent have agreed to consult with the STA on matters of mutual educational concern, prior to establishment of policy by the Board and of administrative regulations by the Superintendent.

ARTICLE 3 - OBLIGATIONS UNDER TAYLOR ACT

The parties recognize that the Taylor Act was enacted by the State Legislature to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government. To effectuate that policy the parties have entered into this Agreement.

ARTICLE 4 - RECOGNITION RIGHTS

The District recognizes the right of the STA, as the exclusive representative of the Syosset summer school teachers' unit, to full and open negotiations with respect to salary, wages, hours, and other terms and conditions of unit members' employment.

ARTICLE 5 - TERMS OF NEGOTIATIONS

The parties agree to negotiate on such matters at appropriate times as hereinafter set forth, and in accordance with the requirements of the Taylor Act, and to enter into written agreements determining such salaries, wages, hours, and other terms and conditions of employment.

ARTICLE 6 - NEGOTIATION PROCEDURES

Successor agreements which will be relative to wages, hours, terms and conditions of employment shall be negotiated by the STA at the time of negotiations for the agreement between the District and the STA for the regular day school.

Any employee benefits heretofore provided but not provided for herein shall be continued for the duration of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURES

A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and, cooperative relationship between the District and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative 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 District 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

1. A Grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any violation, misinterpretation, or misapplication of this Agreement.
2. The term supervisor shall mean any department chairperson, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.
3. The chief executive officer is the Superintendent of Schools.
4. Association shall mean Syosset Teachers Association.
5. Aggrieved party shall mean any person or group of persons in the negotiating unit filing a grievance.
6. Party in interest shall mean the grievance committee of the STA and any party named in a grievance who is not the aggrieved party.
7. Grievance committee is the committee created and constituted by the Syosset Teachers Association.
8. Hearing officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

C. Procedures

1. All grievances shall include the names and position of the aggrieved party, the identity of the provision 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 a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of facts, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the teacher and the STA.
3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the STA directly at Stage 2 described below.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedures.
5. The District and the STA agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in E 1a and E 1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District or by any member of the 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.
8. Forms for filing grievances, service notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the District and the STA. The chief executive officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any

teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the STA, provided the adjustment is not inconsistent with the terms of this Agreement and the STA has been given an opportunity to be present at such adjustment and to state its views on the grievance. 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 of ruling binding upon either of the parties to this Agreement in future proceedings. This informal adjustment procedure shall be in addition to the procedures set forth in paragraphs E 1 and E 4 inclusive.

11. The chief executive officer shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1a, and all written decisions at all stages. Official minutes will be kept at District expense of all proceedings in Stages 2, 3 and 4. In Stage 2, the minutes shall be by way of stenographic transcript unless both parties agree to waive such a transcript. A copy of such minutes will be made available to the aggrieved party and the grievance committee as soon as practicable after conclusion of the hearings at Stages 2, 3 and 4. Within two (2) days after the minutes are made available, any party in interest may advise the appropriate hearing officer of any claimed error in said minutes. Any such claim of error in the minutes shall become a part of the official grievance record and the hearing officer shall indicate his/her determination respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, by the grievance committee and by the Board, but shall not be deemed a public record.
12. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not in any manner, impair or limit the right of any teacher to pursue other remedies. With respect to any one grievance, however, a teacher must elect between the procedures here provided and the other remedies available to him/her, and such election shall be final and binding.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless a written grievance is filed at the first available stage within forty-five (45) school 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 stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the STA within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. Stages of Grievance

1. Stage I: Supervisor

- a. A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall render a decision thereon in writing, and present it to the teacher, his/her representative, and the STA.

2. Stage 2: Chief Executive Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the STA's grievance committee for its consideration.
- b. If the grievance committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the chief executive officer within twenty (20) school days after the teacher has received such written decision. Copies of the written decision at Stage 1

shall be submitted with the appeal.

- c. Within ten (10) 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, and within five (5) school days after the conclusion of the hearing, shall render a decision in writing to the teacher, the grievance committee, and its representatives.

3. Stage 3: Board of Education

- a. If the teacher and the STA are not satisfied with the decision at Stage 2, the grievance committee will file an appeal in writing with the Board within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the chief executive officer shall be available for the use of the Board.
- b. The Board may determine the appeal based on the record of proceedings and such other written information as the parties may wish to submit. The Board may also conduct a hearing in executive session. If the hearing is to be held, it shall be within twenty-one (21) days after receipt of the appeal. The Board's determination of the appeal shall be within five (5) days after the conclusion of the hearing, or ten (10) days after receipt of the appeal, whichever shall be later.

4. Stage 4: Arbitration

- a. If the teacher and/or the STA are not satisfied with the decision at Stage 3, and the STA determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the District within fifteen (15) school days of the decision at Stage 3.
- b. Within fifteen (15) school days after such written notice of submission to arbitration, the District or its designee, and the STA, will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by

the rules and procedures of the American Arbitration Association.

- c. The selected arbitrator will hear the matter promptly and will 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 will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall confine his/her decision to the application and interpretation of this Agreement, and he/she shall be without power or authority to make any decision (1) which is contrary to or inconsistent with the terms of this Agreement, (2) on any matter not included in this Agreement, or (3) which violates any provision of law or of any rule or regulation having the force and effect of law.
- e. If made in accordance with his/her authority and jurisdiction under this Agreement, the decision of the arbitrator shall be final and binding upon all parties with respect to all matters submitted to him/her, except for issues involving terms of this Agreement affecting educational policy, in which event, the decision shall be advisory only.
- f. It is the current intent of the Board to continue the policies expressed in paragraphs in Section IV, Articles 7, 8, and 9 of this Agreement. However, in the event that circumstances warrant a change in such policies, the Board will advise the STA regarding the nature of the contemplated change or changes, and if the STA requests, the parties will discuss and attempt to agree on the changes. If such discussion does not result in agreement, the Board may nevertheless institute such changes. If the STA believes it is aggrieved by any such instituted change, it may proceed directly to arbitration beginning with Stage 4 provided, however, that the determination of the arbitrator in Stage 4 shall be advisory only and shall not be binding upon either party.
- g. The cost for the services of the arbitrator including expenses, if any, will be borne equally by the District and the STA.

ARTICLE 8 - TEACHER AND STA RIGHTS

The STA shall be given a place on the agenda of summer school faculty meetings for the purpose of making announcements. The time for such announcements shall be a matter of agreement between the building representative for STA and the administrator.

The STA and all STA building representatives shall have the right to conduct STA business in the schools, provided it does not interfere with their individual instructional obligations or the total instructional program.

The STA shall have the right to place notices, circulars, and other material in the teachers' mail boxes. Copies of all such material will be given to the building principal, but his/her advance approval will not be required.

There will be one bulletin board in each school building, which will be placed in the faculty room for the purpose of displaying notices, circulars, and other STA material. Copies of all such material will be given to the building principal, but his/her advance approval will not be required.

The use of mail delivery service employed by the school district shall be available to the STA.

ARTICLE 9 - GENERAL

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, such findings shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined to such provision directly involved in the controversy in which such invalidity was determined.

The District and the STA will take such actions as may be necessary in order to give full force and effect to the provisions of this Agreement.

This Agreement shall supersede any rules, regulations or practices of the Board and Superintendent, which shall be contrary to or inconsistent with its terms.

Nothing herein contained is intended to, nor shall it be interpreted to, bridge or violate the rights and obligations accorded to or imposed upon the respective parties by the Education Law of the State of New York.

Copies of this Agreement shall be reproduced and a copy given to each teacher, the cost thereof to be shared equally by the District and the STA.

SECTION III

CONDITIONS OF EMPLOYMENT

ARTICLE 1 - COMPENSATION OF TEACHERS

The parties have negotiated concerning salaries, fringe benefits and other matters affecting

the compensation of the teachers for services rendered to the District. The results of said negotiations are hereinafter set forth in this Section.

A. Salary

Effective July 1, 2017, the hourly rate for summer school teachers shall increase by one percent (1%) of the hourly rate in effect on June 30, 2017. Effective July 1, 2018, the hourly rate for summer school teachers shall increase by one percent (1%) of the hourly rate in effect on June 30, 2018. Effective July 1, 2019, the hourly rate for summer school teachers shall increase by one-half percent (0.5%) of the hourly rate in effect on June 30, 2019.

The salary for teachers with the exception of Driver Education teachers, as agreed upon between the parties for the duration of this Agreement shall be \$25.78 per daily teaching period assigned for the 2017 summer session, \$26.04 for the 2018 summer session, and \$26.17 for the 2019 summer session.

Driver Education teachers shall receive \$46.78 per hour for the 2017 summer session, \$47.25 per hour for the 2018 summer session, and \$47.49 for the 2019 summer session.

B. Payment Procedures

Teachers shall receive their salaries in three equal installments at two week intervals, the last payment to be on the final day of summer school.

C. Field Trip Supervision

Teachers who accompany children on overnight field trips will do so on a voluntary basis. They will have the right to recommend exclusion from the trip children whose presence they feel would be detrimental to the health and safety of all involved.

Teachers who accompany children on overnight field trips shall be compensated at the same level as that in the STA agreement.

ARTICLE 2 - TEACHER HOURS AND ASSIGNMENTS

The effective utilization of personnel and time being major factors in the improvement of instruction, carefully designed proposals from members of the professional staff as individuals or committees for innovative utilization of time or restructuring of schedules will be welcomed. Such proposals shall include carefully defined goals to be achieved by such innovation and a proposed evaluation instrument for such innovation, prior to approval for experimental implementation.

It is understood that the total hours and specific times of assignment may have to change if the organizational pattern of teaching is changed by the administration after consultation with the STA and the total staff.

All teachers within the system will carry out a working day within the summer school schedule as stipulated for the various positions within the various divisions in the Superintendent's Administrative Regulations. Teachers will use professional judgment in carrying out professional activities, such as recording grades, during non-scheduled teaching time.

In addition to his/her regularly scheduled assignments, each teacher with courses which conclude with a final and/or Regents examination shall be responsible for providing 30 consecutive minutes of extra help to students on each of the last 2 days of summer school, at a time to be determined in consultation with his/her immediate supervisor or designee. All other teachers shall be assigned by the principal or designee to five (5) minutes' hall duty on each day on which school is in session during the summer.

ARTICLE 3 - TEACHER BENEFITS

A. Absences - Personal Illness

This section is adopted pursuant to the obligations of the District under the appropriate Education Law.

All summer school employees of the District will, with the approval of the Superintendent and subject to review by the Board, be granted sick leave at the discretion of the Superintendent. No deductions from salary will be made by absence due to personal illness unless specific disapproval of the Superintendent or of the Board is indicated to the employee and to the payroll department.

On the basis of their standing as responsible individuals, employees normally will not be required to furnish a doctor's certificate for each absence for personal illness. If a doctor was consulted or was in attendance in connection with a specific illness, this fact should be stated on the absence report. Absence for illness reports should therefore read as follows: either "Personal Illness, doctor not required," or "Personal Illness, Dr. (name) visited (or in attendance)."

If an employee is absent an excessive number of times due to illness, the Superintendent may require the employee to undergo a medical examination by a physician appointed and compensated by the Board to determine the employee's physical fitness for the particular work assignment.

B. Temporary Leaves of Absence

It is understood, barring real emergencies, a teacher's first duty is to fulfill the obligations to the District. The Board has authorized the Superintendent, to allow up to two (2) additional days of leave if a death in the immediate family requires a teacher to be absent. (In such a case, an appropriate reduction of up to two (2) days leave shall be made upon re-employment of the teacher during subsequent years.) The action of the Superintendent in approving or disapproving a request for such

temporary leave, shall be in accordance with the rules and procedures promulgated by the Superintendent.

In authorizing the Superintendent to pay the salary of a teacher who is absent on temporary leave, the Board has not allocated a certain number of "days off" which are the property of, to be used or not, at the discretion of a teacher. The Superintendent shall have the discretion to judge, in each individual case, whether or not a temporary leave of absence was for sufficiently compelling reason to warrant (a) payment of salary when absent from duty, and (b) payment (in most cases) of the salary of a substitute. In judging requests for temporary leave of absence, therefore, the Superintendent asks such questions as: "Is the matter really business or pleasure?" "Could it have been planned for outside working hours?" In the final analysis, the request must be based on the absolute necessity of the teacher's absence, the emergency, and the seriousness of the family or business involved. If the need for such absence be known in advance, request for absence without the loss of salary should be made in advance. If, in an emergency situation, such a request cannot be made, the request for excused absence should be made within 24 hours of the return to duty, using the same procedure. Requests must be submitted to the principal of the school or department head who will approve or disapprove and forward approved requests to the Superintendent for final approval.

Subject to the final approval of the Superintendent, permission for absence with no loss of salary may be granted for the following reasons, based upon the definitions and interpretations listed below:

Typical Approvable Reasons for Temporary Leaves of Absence:

1. Serious illness in family.
2. Death in family or death of a friend.
3. Mandated court appearance.
4. Title closing in connection with purchase of home property.
5. Automobile accident or breakdown with no alternate transportation readily available.
6. Attending wedding in the immediate family.

Typical Non-Approvable Reasons for Temporary Leaves of Absence:

1. Seeing a child in a play or other performance.
2. Accompanying husband or wife on a business trip or vacation.

3. Appointment with a lawyer, accountants, or physician which could be held on a weekend or after school hours.
4. Granting of days for marriage.
5. Delayed return flight or ship embarkation which was within the teacher's control.

In no case shall the teacher be required to explain in detail the reasons for temporary leave of absence. A teacher need only state general reasons as outlined under typical approvable reasons for temporary leaves of absence.

SECTION IV

GENERAL

ARTICLE 1 - DUTIES AND RESPONSIBILITIES

Teachers are directly responsible to the principal of the summer school. They shall be subject to all Board bylaws and policies, and to such regulations as may be formulated by the Superintendent, and to school rules and regulations formulated by the principal.

ARTICLE 2 - TEACHERS' PERSONNEL FILES

Each teacher shall have the right, upon request, to review the contents of his/her personnel file, except for placement papers and references acquired at the time of employment by the District. A teacher will be entitled also to have a representative of the STA present during such a review.

Before any document becomes part of a teacher's official file, it must be seen by the teacher who shall have the right to make a written response. Copies of such material shall be made available to the teacher. (This right is for all material except transcripts and/or references for employment.)

ARTICLE 3 - PROMOTION POLICY

All administrative positions will be advertised initially to the teachers of the District. Candidates from the District will be screened before other personnel. Teachers seeking promotion are asked to use the following procedure: (a) ascertain eligibility for certificate for the position sought (for central office administrative positions, principals, assistant principals, chairperson, and administrative assistants, certificates are required), (b) write a formal letter to the Superintendent stating position sought, summarizing both educational training and experience which may be considered preparatory to the position, and (c) the letter will be acknowledged and the candidate will be informed of ensuing steps.

ARTICLE 4 - LIABILITY INSURANCE

Section 3023 of the Education Law provides that all teachers shall be protected by the Board

from financial loss arising out of any claim by reason of alleged negligence or other act resulting in accidental bodily injury to any person, within or without the school building, provided that such teacher at the time of the accident or injury was acting in the discharge of duties within the scope of employment and/or under the direction of the Board.

This protection includes hazards of transportation of pupils without charge in cars owned by teachers on education trips or visits away from school and similar activity approved by the building principal.

The Board, however, shall not be subject to the duty imposed by this Section, unless the teacher shall, within ten (10) days of the time served with any summons, complaint, process, notice, demand, or pleading, deliver the original or a copy of the same to the Board. This paragraph shall apply unless there are circumstances which will prevent the teacher from complying with this provision.

In emergencies, pupils may be transported in a car privately owned by a teacher on authorization and later confirmation in writing of building principal and approved by the Superintendent. The use of a teacher's car and/or driving is entirely voluntary on the part of the teacher.

ARTICLE 5 - SUBSTITUTE TEACHERS

Substitute teachers will be provided for all classroom teachers and special area teachers where feasible.

ARTICLE 6 - UNAUTHORIZED ABSENCE

In the event of unauthorized absence, a teacher may be subject to dismissal or other disciplinary action on the recommendation of the Superintendent, and, in any event, a proportionate share of the salary shall be deducted for each day's unauthorized absence.

ARTICLE 7 - CLASS SIZE POLICY

Summer school classes shall not exceed 30 students.

ARTICLE 8 - ANNUAL EVALUATION OF TEACHERS

In order to maintain a high level of professional performance by all teachers, they shall receive the advantage of continuing observation and conferences designed to evaluate their strengths and weaknesses and to promote maximum growth.

Evaluation forms shall be prepared by the supervisory personnel and a copy shall be forwarded to the Superintendent's office on schedule to be announced annually. A copy of each evaluation must be furnished to the teacher concerned.

Following is the procedure for submission of these evaluation reports:

The principal of each school writes an evaluation on all teachers assigned to that building.

The evaluations are signed by the teachers. The teacher's signature indicates only that the evaluation has been read. It is not an indication of approval of the contents contained in the evaluation.

The teacher's signature on an evaluation must be accompanied by a statement on it indicating that the evaluation has been read.

Should teachers disagree with the contents of evaluation, they have the right to submit written addenda within two (2) weeks of the dates of evaluation conferences to supervisors responsible for evaluations in question. Written addenda will be attached to evaluations before they are forwarded to the Superintendent's office and placed in teachers' personnel files. After all signatures have been affixed to evaluations, they are to be sent to the Office of the Superintendent of schools to be filed in the teachers' personnel files.

ARTICLE 9 - STAFF MEETINGS

One organizational meeting shall be held prior to summer school at a time set by the summer school principal.

The summer school principal may at his/her discretion call such other meeting(s) deemed necessary and the discretion to call such meeting(s) shall not be abused.

Unauthorized absence from such meetings, other than teacher association meetings, is considered absence from professional duty.

ARTICLE 10 - SUMMER SCHOOL CALENDAR

The summer school calendar shall be the six week calendar designated by the New York State Education Department.

Teachers shall participate in two days of registration prior to the commencement of summer school.

ARTICLE 11 - POSTING OF VACANCIES

Actual or expected summer school vacancies in the District shall be announced in the Superintendent's Bulletin.

ARTICLE 12 - HIRING PROCEDURES

Qualified applicants for summer school positions shall be considered by the administration

and the positions shall be filled from among certified candidates, with preferential consideration given to teachers who have accumulated seniority and satisfactory service within a subject area in summer school. Should no person who previously held the position in summer school apply, the position shall be filled in order of seniority within the District in the position from among certified candidates with similar qualifications.

ARTICLE 13 - SENIORITY DEFINED

Seniority means the greater number of days of consecutive employment as a summer school teacher in Syosset.

ARTICLE 14 - RETENTION OF STAFF

Summer school teachers on leave granted during their regular school year or who have been awarded a grant for further study during the summer, or who are unable to teach due to illness shall retain seniority rights in their summer school positions. Such retention rights shall be limited to one year and no seniority shall accrue for that year during which they were not employed. Those summer school teachers who have received appointment to a summer curriculum committee shall accumulate seniority credit in summer school.

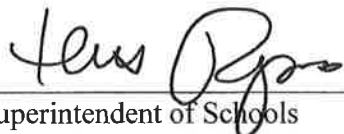
Seniority credit will not be lost by summer school teachers who have served for four (4) or more years and who notify the summer school principal by May 1 of their plans to by-pass employment for a particular year. Such retention rights shall be limited to one (1) year. Such year shall be non-cumulative in terms of seniority credit.

ARTICLE 15 - TAYLOR LAW NOTICE

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

In WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives on this ____ day of _____, 2018.

SYOSSET CENTRAL SCHOOL DISTRICT
Syosset, New York 11791


Superintendent of Schools

SUMMER SCHOOL TEACHING PERSONNEL
Syosset Central School District
Syosset, New York 11791


President, STA

BOARD OF EDUCATION
Syosset Central School District
Syosset, New York 11791



President, Board of Education