AGREEMENT

between

NORTH MERRICK UNION FREE SCHOOL DISTRICT

and the

NORTH MERRICK FACULTY ASSOCIATION

July 1, 2022 through June 30, 2026

TABLE OF CONTENTS

Article		Page
	Preamble	1
I.	Recognition	1
II.	Negotiating Unit	1
III.	Negotiating Procedures	2
IV.	Educational Consultation	2
V.	Rights and Privileges of the Association	2
VI.	Curriculum and Advisory Committee	3
VII.	School Calendar	4
VIII.	Professional Compensation	4
IX.	Insurance Benefits	6
X.	Professional Dues Deduction	8
XI.	Tax Sheltered Annuities	9
XII.	Jury Duty	9
XIII.	Sick Leave	9
XIV.	Leave for Personal Reasons	11
XV.	Leave for Medical Reasons	11
XVI.	Unpaid Leave of Absence	12
XVII.	Child Care Leave	13
XVIII.	Family Medical Leave ("FMLA")	13
XIX.	Teaching Schedules and Hours	14
XX.	Teaching Conditions and Facilities	16
XXI.	Social Workers	16
XXII.	Teaching Assistants	17
XXIII.	Teacher Protection	18
XXIV.	Academic Freedom	19
XXV.	Teacher Evaluations and Files	19
XXVI.	Vacancies, Promotions, and Transfers	20
XXVII.	Fair Dismissal	21
XXVIII.	Maintenance of Standards and Benefits	21
XXIX.	Grievances and Arbitration	21
XXX.	Conformity to Law – Savings Clause	23
XXXI.	Term of Agreement	24
	APPENDIX A – Salary Schedule 2022-2023	25
	APPENDIX B – Salary Schedule 2023-2024	26
	APPENDIX C – Salary Schedule 2024-2025	27
	APPENDIX D – Salary Schedule 2025-2026	28
	APPENDIX E – Additional Compensation	29
	APPENDIX F – Additional Stipends	30
	APPENDIX G – Mandatory Clauses	31
	APPENDIX H – Request for Personal Day	33

AGREEMENT made this ___ day of June, 2023 by and between the NORTH MERRICK UNION FREE SCHOOL DISTRICT BOARD OF EDUCATION, Town of Hempstead, Nassau County, New York (hereinafter called the "Board"), and the NORTH MERRICK FACULTY ASSOCIATION (hereinafter called the "Association").

WITNESSETH

WHEREAS, Article 14 of the Civil Service Law of the State of New York has provided the basis for collective negotiations between public employers and organizations representing their employees; and

WHEREAS, the Board is a public employer as defined in said Civil Service Law, and the Association is an organization representing public employees; and

WHEREAS, both the Board and the Association are desirous of implementing the said Civil Service Law, complying therewith and making such agreements between them as will continue the harmonious relationship which has heretofore existed between the Board and the Association; and

WHEREAS, both parties firmly believe that their primary function is to assure each child attending the North Merrick schools the highest level of educational opportunity available; and

WHEREAS, the Board recognizes that teaching is a profession and the Association, in tum, recognizes that the Board is charged by law with important responsibilities, duties, and obligations to its constituency; and

WHEREAS, the parties have met for the purpose of discussing and entering into an agreement and have concluded that the objectives of an educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board, the members of the professional staff, and the organization representing them;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, it is mutually agreed between the parties as follows:

ARTICLE I – RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive negotiating representative of the personnel described in Article II. Such recognition shall continue in force and effect for the maximum period permitted by law.

ARTICLE II – NEGOTIATING UNIT

The negotiating unit covered by this agreement shall be designated as the Instructional Unit ("Unit No. 2") and shall consist of all teachers and other professional staff.

Effective February 1, 2010, long-term substitutes shall be defined as any substitute who replaces a teacher and who serves continuously in a single position for more than fifty (50) days. For purposes of the foregoing: (a) any such substitute who serves as a long-term substitute through the end of a school year and is reappointed to the same single position for the next school year shall be deemed to be in continuous service; and (b) such "single position" shall be defined as a position occupied by the same teacher who is on leave and who is being replaced by such substitute.

Notwithstanding the foregoing nothing herein shall constitute, be deemed or construed to constitute any modification, limitation, or reduction of the District's (i.e., the Superintendent's and/or the Board's) rights to hire, transfer or terminate the employment of any unit member, pursuant to applicable law.

ARTICLE III – NEGOTIATING PROCEDURES

It is contemplated that by May 1st of each year that this Agreement is in force, the parties will enter into good faith negotiations concerning the terms and conditions of employment for the following school year, unless, of course, this Agreement or any renewal thereof is for a period longer than one (1) year, in which event the negotiations shall commence on May 1st of the year prior to the expiration of this Agreement or any renewal term.

ARTICLE IV – EDUCATIONAL CONSULTATION

The parties affirm that because of the special nature of the educational process, matters of mutual concern may arise from time to time. The parties agree that it is in the public interest that opportunities for mutual discussion of these matters be afforded on a regular basis. Accordingly, and to that end, meetings between representatives of the parties will be held quarterly during the school year or whenever the need for same shall arise.

ARTICLE V – RIGHTS AND PRIVILEGES OF ASSOCIATION

A. The Association shall have the right to post notices, without prior approval or notification, of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the faculty room of each school building. The Association may use the District mail services and teacher mailboxes for communications to teachers. Announcements of meetings maybe listed in school activity bulletins, and the public address system may be used for announcing the date, time, and place of meetings.

B. A representative of the Association shall be permitted to address the faculty before or after all faculty meetings. A representative of the Association shall also be permitted to address new teachers at an orientation session.

C. The Board agrees to furnish to the Association all available information as will assist the Association in developing positions for the purpose of collective negotiations, together with information which may be necessary for the Association to process any grievance or complaint.

D. The following shall only be applicable if the Board agenda and meeting minutes are not available on the District's website. The official agenda for each Board meeting will be transmitted to the Association no later than the morning of the day prior to such meeting, or as soon thereafter as possible. Five copies of the minutes of the Board meeting will be transmitted to the Association as soon as possible following the meeting at which they are approved. In addition to the official minutes, an unofficial transcript of the Board minutes will be transmitted to the President of the Association at the same time as unofficial minutes are distributed to the Board.

E. When negotiations or any step in the grievance or arbitration procedure are conducted during the school day, those representatives of the Association necessary to the conduct thereof shall be permitted to do so without loss of salary or benefits.

F. The Board agrees to duplicate a sufficient number of copies of this Agreement in order to distribute a copy to each teacher covered thereby. The cost of printed copies shall be shared equally by the Board and the Association.

G. Instructors for in-service courses shall be selected in the discretion of Administration from those that have applied.

ARTICLE VI – CURRICULUM ADVISORY COMMITTEE

A. A Curriculum Advisory Committee ("CAC") shall be established by the Board and the Association and shall be comprised of two (2) teachers from each school designated by the Association, and such administrators and supervisors as the Board shall designate. The parties agree that to the extent practicable there shall be a reasonable connection between the charge that has been established by the Superintendent of Schools and the teacher's assignment, certification area or prior experience. Subject to Board approval, the Committee shall have authority to appoint additional members as they deem necessary on an ad hoc basis. Each member shall serve for one (1) school year.

B. Regular meetings of the CAC shall be held during the school year outside regular school hours. The Committee shall be convened as soon as practicable but no later than November 1st of the school year and whenever possible meetings shall be scheduled on Tuesdays. In a given school year, based on a written charge for curriculum development from the Superintendent to the CAC, each CAC member shall be awarded one in-service credit for each block of fifteen (15) hours of service. Bargaining unit members who are no longer eligible for in-service credit shall receive $500 in lieu of each in-service credit. Total service shall not exceed thirty (30) hours in a given year.

C. Special meetings may be scheduled during school hours as deemed necessary with the approval of the Superintendent. These will not be credit bearing hours.

D. The substance of the recommendations of the Curriculum Advisory Committee shall not be subject to the grievance and arbitrations procedures herein.

E. There shall be no summer curriculum work without the Superintendent's assignment for it in writing designating the project and the teachers who will work on it as well as the number of hours for which each teacher will be compensated. Compensation for summer curriculum work shall be in accordance with Appendix "E".

ARTICLE VII – SCHOOL CALENDAR

A. Prior to the establishment of the school calendar, the parties shall participate in the development of said calendar for the school years covered by this Agreement.

B. Effective July 1, 2006, the maximum number of days of required teacher attendance shall be 184. There shall be no deviation from or change in the school calendar except by mutual agreement between the Board and the Association.

C. Superintendent Conference Days: The school calendar shall provide for Superintendent conference days at the commencement of the school year. One (1) day shall be a "District Day," and the other day shall be comprised of building faculty meetings, a union meeting and one-half (½) day of said day (excluding lunch) shall be utilized for individual classroom set up and planning.

ARTICLE VIII – PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Appendices "A", "B", "C", and "D" attached hereto, and which reflect increases over the 2022-2026 salary schedule as follows:

1. Effective July 1, 2022, $350 shall be added to steps 23 and 24 and $600 shall be added to steps 27, 28, 29, and 30. Thereafter, the salary schedule shall be increased by 0.33% plus increment.

2. Effective July 1, 2023, the salary schedule in effect on June 30, 2023 shall be increased by 1.75% plus increment.

3. Effective July 1, 2024, the salary schedule in effect on June 30, 2024 shall be increased by 1.75% plus increment.

4. Effective July 1, 2025, the salary schedule in effect on June 30, 2025 shall be increased by 1.5% plus increment.

B. Teachers shall be paid biweekly, on every other Friday (or Thursday, if Friday is a recognized holiday). Deductions, as required by law, shall be taken from these payments.

C. Effective July 1, 2022, all unit members must be enrolled in direct deposit.

D. Effective July 1, 2006, teachers may, at the discretion of the Superintendent, be given full credit on the salary schedule for up to three (3) years of teaching experience within and outside of the State of New York, including up to one (1) year credit for military service where applicable. The Superintendent may, at his/her discretion, place a new employee at a salary level in excess of three years. Teaching in any grade K-6 in a New York State Education Department registered school may be considered acceptable teaching experience.

E. Any teacher who, in the course of the school year, becomes eligible for higher column advancement on the salary schedule shall be advanced accordingly:

1. Courses which were approved by resolution of the Board of Education upon recommendation of the Superintendent of Schools, and which courses were completed February 1st through August 31st, advancement is effective September 1st, provided that an official transcript certifying completion of the course has been submitted to and received by the Superintendent of Schools no later than October 1st. In the event that such official transcript certifying course completion is received by the Superintendent of School subsequent to October 1st then salary schedule advancement shall not occur until February 1st.

2. Courses which were approved by resolution of the Board of Education upon recommendation of the Superintendent of Schools, and which courses were completed September 1st through January 31st, advancement is effective February 1st, provided that an official transcript certifying completion of the course has been submitted to and received by the Superintendent of Schools no later than March 1st. In the event that such official transcript certifying course completion is received by the Superintendent of School subsequent to March 1st then salary schedule advancement shall not occur until September 1st.

3. Credit is to be given retroactively to these dates only.

4. Teachers may only move one salary increment column per school year unless enrolled in an approved university degree program.

F. Home-bound instructors shall be recommended by the Superintendent and approved by the Board. They shall be paid in accordance with Appendix "E".

G. Instructors for in-service courses shall be paid in accordance with Appendix "E".

H. Any teacher whose duties exceed two (2) evening assignments during the course of the school year shall be compensated at a rate in accordance with Appendix "E", provided the assignment has been given to the teacher in writing by a building principal or by the Superintendent of Schools or his/her designee.

I. Teachers who are required in the course of their work to drive personal automobiles from one school building to another shall receive the standard IRS transportation allowance.

J. Assistants to the Principal shall be paid at a rate in accordance with Appendix "F".

K. If an employee becomes entitled to weekly benefits under the Workers' Compensation Law for any period for which he/she has received salary, including sick leave, the District shall be entitled to receive credit against the employee's salary for these weekly benefits.

L. Summer School teachers shall be paid a stipend in accordance with Appendix "F" for a 20-day session, not to exceed three (3) hours and fifteen (15) minutes per session.

M. All teachers participating in extracurricular activities shall be paid in accordance with Appendix "E".

N. Faculty members who prepare presentations at the request of the Administration shall receive two (2) hours preparation time at the hourly rate in accordance with Appendix "E".

O. All teacher mentors shall be compensated in accordance with Appendix "F" per mentee in accordance with the Board approved Mentor Program. For mentors beginning after the start of the school year, such compensation shall be on a prorated basis.

P. All teachers participating in the before and after school support programs shall be compensated in accordance with Appendix "F" for sixteen (16) instructional hours. In addition, teachers participating in such programs may be required to attend a preliminary meeting beyond the school day not to exceed one hour and shall be expected to communicate with parents regarding student progress.

ARTICLE IX – INSURANCE BENEFITS

The Board shall provide the following insurance programs for each of the eligible teachers covered by this Agreement, as hereinbelow set forth:

A. Health Insurance:

1. The Board shall provide individual or family coverage pursuant to the New York State Empire Health Insurance Plan. Effective July 1, 2017, the Board shall pay 79% of the cost of an Association member's health insurance coverage, and the Association member shall be required to pay the remaining 21% of such coverage, which shall increase to 22% effective July 1, 2026.

Employees hired on or after June 30, 2019 shall be required to contribute 22% for their health insurance coverage.

2. A health insurance plan providing a total benefits package comparable to the plan in existence on June 30, 1999, or the plan at the time of the alternate proposal may be instituted by the District, upon written notice to the Association, which notice shall include a copy of the plan including costs and premiums. The Association shall have sixty (60)

days to review and analyze such plan. The District shall cooperate in providing all relevant information requested by the Association. Should the Association object to the institution of the new plan, the matter shall be submitted to an impartial panel which shall be appointed within sixty (60) days of the original date of Board presentation of the plan to the Association. The panel shall be comprised of three persons with expertise in health insurance. Each party shall designate one member of the panel. These two members shall select the third. If they are unable to agree, the third member shall be selected through the procedures of the American Arbitration Association. The impartial panel members shall have the authority to hold hearings and review submissions of the parties and shall render a decision sixty (60) days following their appointment. The new plan shall not become effective unless and until the Association agrees that benefits are comparable or the impartial panel so holds.

3. The cost to the retirees (past and present) shall not exceed that as prescribed by the State pursuant to the Empire Plan in effect June 30, 1999, whereby the cost to the District is 50% for individual coverage and 35% for family coverage. The cost to the District shall be raised from 50% to 52% for individual coverage and from 35% to 37% for family coverage for employees retiring from the District on or after June 30, 2019. Teachers who are currently employed in the District, and who retire hereafter and have completed no less than twenty (20) years as a teacher in the District, shall have their required contribution towards the District's health insurance program reduced by $1,000 a year for ten (10) years following retirement or until age 65, whichever is sooner.

4. Teachers shall have the option to withdraw from participation in the Health Insurance Plan, or change coverage from family to individual. Teachers who exercise these options must notify the District in writing, by May 1st, of their intentions. Effective July 1, 2019, those members of the Association who elect to "opt-out" of the Health Insurance program offered by the District as provided for in Article IX(A)(3) shall receive a benefit of a total of $8,400 for family or $3,600 for individual (or from family to individual); half (½) distributed in the first paycheck in January and half (½) distributed the last paycheck in June. For employees hired to the unit on or after July 1, 2023, the health insurance opt-out shall be $7,400 for family coverage and $2,600 for individual coverage.

5. Teachers who have withdrawn from the District's Health Insurance Plan shall, upon request, be reinstated to coverage under the District's Health Insurance Plan subject to the rules and regulations of the Health Insurance Plan in effect. If the teacher requests reinstatement during a school year, the teacher shall receive a prorated portion of the amount designated in Article IX(A)(4). This change can be made once a year.

6. Effective July 1, 1993, any new employee whose spouse is working in the District, or is working elsewhere in the State of New York for a public employer, and who is afforded family coverage under the Empire Plan or its successor, shall not be eligible to receive the health insurance benefits hereunder. However, should the spouse be required to contribute to the cost of paying the premium for said coverage, the District will reimburse the employee accordingly, but in no event should that reimbursement exceed the

amount of money the District pays employees who exercise the option to change from family coverage to individual coverage, as set forth herein. Should such employee's spouse no longer be afforded the aforesaid coverage, the employee shall be entitled to the health insurance benefits hereunder pursuant to the rules and regulations of the Empire Plan or its successor.

B. Dental Insurance: The Board shall provide individual dental coverage for each teacher equal to or better than the Plan of Dental Insurance in effect on June 30, 1999. Family dental coverage shall be made available at the teacher's cost.

C. Disability Insurance: Such insurance plan shall be made available at teacher's cost and shall provide benefits equal to sixty percent (60%) of the basic monthly salary to a maximum of $1,500 per month up to the age of 65 in the event of a disability.

D. The District shall provide all employees on annual salary, with the opportunity to participate in a Flexible Benefit Plan, pursuant to IRS section 125, for the purpose of salary reduction for the payment of health premiums and additional options.

ARTICLE X – PROFESSIONAL DUES DEDUCTION

A. The Board agrees to deduct from the salaries of teachers covered by this Agreement membership dues for the Association. On this same deduction, the Board further agrees to deduct from the salaries of teachers, membership dues on behalf of the New York State United Teachers, and the American Federation of Teachers, provided, however, that such teachers shall have authorized deduction for membership dues of the Association. All dues deduction authorizations shall be in writing and signed by the teacher to whom it applies.

B. The Association shall advise the Board in writing as to the amount of such membership dues and the sums to be deducted from the regular paychecks of the teachers who have authorized the deductions. The Board shall remit to the Association within ten (10) days following such deduction the aggregate sum thereof, and shall make available to the Association such payroll records as will enable the Association to determine the persons for whom the deduction has been made and the amount deducted for each person.

C. The aforesaid deduction authorizations shall be irrevocable during the term of this Agreement and shall continue in force and effect for each successive year thereafter, unless the teacher notifies both the Board and the Association in writing, by registered mail, during the period from September 1st through September 10th, that he/she desires that the Board discontinue the payroll deduction.

D. Deductions for New York State Retirement Systems loans, U.S. Savings Bonds, Teachers Federal Credit Union, and NYSUT Member Benefits Trust, and VOTE/COPE shall be made for all teachers who authorize such deductions in writing. VOTE/COPE deductions shall only be made in March and April. It shall be the District's responsibility to remit payment to the proper agencies as soon as practicable.

ARTICLE XI – TAX-SHELTERED ANNUITIES

In conjunction with an appropriate salary reduction agreement, the Board shall purchase annuities for such employees who have authorized in writing such purchase and deduction of expense from their salaries, in accordance with the provisions of Section 3109 of the State Education Law, the amount of such deductions to be remitted to the service provider for application to a non-forfeitable annuity account maintained under the terms of a contract or contracts qualifying for purposes of Section 3109, issued by said service providers. It shall be the District's responsibility to remit payment to the service providers within the time frame legally mandated by the Internal Revenue Service, after any invoice is received, unless the District has reason to dispute such invoice.

Before the initialization of salary reduction, a completed salary reduction agreement must be submitted to and approved by the Business Official. Any changes in the amount of contribution and/or service provider must be preceded by a new salary reduction agreement.

ARTICLE XII – JURY DUTY

Any absence due to jury duty shall be considered an excused absence and shall not be charged against sick or personal leave. In granting this paid leave, the District shall pay the absentee performing such duty only part of his/her salary, the difference being made up by the employee's receipt of jury fees.

ARTICLE XIII – SICK LEAVE

A. New teachers in their first year of employment shall accrue their twelve (12) annual sick leave days at the rate of 1.2 days per month during their ten (10) months of employment in the school year. Any such teacher who applies to draw in excess of his/her accrued sick days shall execute an authorization to the District to deduct such draw in excess of accrual from his/her final paycheck in the event of his/her termination by resignation or discharge prior to the completion of the school year.

B. Each teacher shall be allowed twelve (12) days sick leave in each school year without loss of salary plus accumulated sick leave unused by such teacher in any prior school year or years in this District. In no event shall the accumulated leave exceed 180 days, excluding the twelve (12) days of the current year.

C. Each teacher whose employment in this District commences after the beginning of the school year shall be entitled to one (1) day of current sick leave for each month, or major fraction thereof, from the date of such employment to the end of the year.

D. Sick leave used during the current year shall not be replenished by unused leave from prior years in excess of leave credited to the teacher in accordance with paragraph "B" above.

E. The Board shall notify teachers by November 1st of each year as to the amount of accumulated sick leave credited to each teacher.

F. Sick leave shall be used in cases of bona fide illness of the individual teacher or their family requiring said teacher to be absent from school. The Superintendent may require a statement or affidavit of the absentee or a medical certificate in respect to each such illness.

G. 1. In an effort to provide continuity of instruction, the parties agree that teacher retirements or resignations should be effective at the end of the school year. Unless unusual circumstances exist, in order to receive payments for sick days, the teacher must provide the District with a letter of intent to retire or resign by March 15th of the respective year.

2. Each teacher hired prior to February 1, 2010, after giving proper notice in writing to the District of a teacher's intention to retire and also proper written notice to the New York State Teachers' Retirement System and provided that such teacher shall actually retire pursuant to such notice, he/she shall be granted an increase in current salary equivalent to one (1) day of current pay for each two (2) days of such teacher's accumulated unused sick leave in the District, to be paid in accordance with subparagraph 5 hereof. If death should occur after proper written notice is given to the District by the teacher, but before actual retirement, such increase in salary to which the teacher would have been otherwise entitled to receive pursuant to the provisions of this paragraph will be paid to the teacher's beneficiary, if designated, otherwise to the estate of the teacher.

3. Each teacher hired prior to February 1, 2010, after giving proper notice in writing to the District of a teacher's intention to leave the employ of the District for reasons other than retirement, involuntary separation, or request for resignation by the District, such teacher shall be granted an increase in current salary equivalent to current pay for accumulated sick leave in the District, in accordance with the following schedule or, at the option of the teacher, be paid a lump sum payment therefore:

a. Up to and including 15 years of service - 20% of accumulated sick leave.

b. From more than 15 years to and including 20 years of service - 30% of accumulated sick leave.

c. From more than 20 years of service - 50% of accumulated sick leave.

If death should occur while in the employ of the District, such increase in salary to which the employee would have been entitled to receive will be paid to the teacher's beneficiary, if designated, otherwise, to the estate of the teacher. No teacher hired subsequent to February 1, 2010 shall be entitled to any benefit pursuant to this paragraph.

4. Each teacher hired subsequent to February 1, 2010, after giving proper notice in writing to the District of a teacher's intention to retire and also proper written notice to the New York State Teachers' Retirement system, and provided that such teacher shall actually retire

pursuant to such notice, he/she shall be granted an increase in current salary equivalent to one (1) day of current pay for each five (5) days of such teacher's accumulated unused sick leave in the District to be paid in accordance with subparagraph 5 hereof. If death should occur after proper written notice is given to the District by the teacher, but before actual retirement, such increase in salary to which the teacher would have been otherwise entitled to receive pursuant to the provisions of this paragraph will be paid to the teacher's beneficiary, if designated, otherwise to the estate of the teacher. Employees hired on or after June 30, 2019, may not be paid more than 175 accumulated days for payout as per this provision.

5. The sick leave calculated in accordance with Article XIII(G), Paragraph 2, 3 and/or 4, shall be remitted by the District on behalf of each eligible employee in the form of a Non-Elective Employer Contribution, which shall be subject to all of the provisions of Appendix "G".

H. Catastrophic Sick Leave Bank: Those teachers who become seriously ill, disabled, or who experience a catastrophic event and who have exhausted his/her sick leave allowance may utilize up to sixty (60) days which have been contributed by other teachers. The Superintendent may require supporting medical documentation relating to such illness, disability, and/or catastrophic event. In the event that a seriously ill or disabled teacher seeks to utilize in excess of sixty (60) days, such approval shall be at the discretion of the Superintendent and the Board of Education.

ARTICLE XIV – LEAVE FOR PERSONAL REASONS

A. Each teacher shall be allowed five (5) days leave without loss of salary in each school year for personal reasons. This leave is in addition to the sick leave referred to in Article XIII above, and all unused personal days shall be accumulated as sick days. It shall be pro-rated for teachers whose employment in this District commences after the beginning of the school year. When days allowed for sick leave have expired due to illness, personal leave days may be substituted at the discretion of the Superintendent. However, in no event shall unused personal days increase the 180 maximum on the accumulation of sick days in Article XIII, Section B.

B. To qualify for a personal reasons leave day, a teacher must certify, in writing on a prescribed district form as per Appendix "H", to the Administration that his/her personal reason is required, and that the business involved cannot be handled outside of regular working hours. In addition, except for emergencies, a teacher must submit his/her application for a personal leave day at least forty-eight (48) hours before the intended taking of same.

C. In addition to the five (5) days leave without loss of salary for personal reasons each teacher shall be allowed up to two (2) additional days leave without loss of salary for bereavement for loss of members of his/her family.

ARTICLE XV – LEAVE FOR MEDICAL REASONS

In the event it is established by competent medical evidence that a teacher on tenure is required to take a leave of absence for health reasons, the Board shall grant a leave of absence, without pay, for a period not to exceed one (1) school year.

In the event it is established by competent medical evidence that such teacher is required to take additional leave of absence time extending the initial leave, the Board shall grant a leave of absence, without pay, for a period not to exceed an additional school year.

A probationary teacher, however, may receive only one medical leave of absence as provided by this provision during her/his probationary term for a period not to exceed the end of the school year in which the leave is granted. If the probationary teacher is unable to return at the end of the leave, the probationary appointment will be terminated.

ARTICLE XVI – UNPAID LEAVE OF ABSENCE

A. A leave of absence of up to two (2) years shall be granted to any teacher upon application and approval by the Board for the purpose of participating in exchange teaching programs in other states, territories, or countries, provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed on the same step of the salary schedule as he/she occupied on the date of commencement of such leave.

B. A leave of absence of up to two (2) years shall be granted to any teacher upon application and approval by the Board, for the purpose of participating in foreign or military teaching programs, provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed on the same step of the salary schedule as he/she occupied on the date of commencement of such leave. If the teacher returns during a semester, he/she shall be given priority on the list of substitutes.

C. A leave of absence of up to two (2) years shall be granted to any teacher, upon application and approval of the Board, for the purpose of joining the Peace Corps, Vista, Teacher's Corps, or Job Corps, as a full-time participant in such program, provided the teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed on the same step of the salary schedule as he/she occupied on the date of commencement of such leave.

D. A leave of absence of up to two (2) years shall be granted to any teacher upon application and approval of the Board, for the purpose of serving as a full-time officer of or on full time staff of the AFT or NYSUT, or any other national or state professional organization or company. Upon return from such leave, such teacher shall be placed on the same step of the salary schedule as he/she occupied on the date of commencement of such leave.

E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist in lieu of induction for military duty in any branch of the Armed Forces of the United States. Upon return from such leave for the duration of his/her induction or first enlistment, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

F. A leave of absence for personal reasons not to exceed two (2) years, may be granted to any teacher upon application and approval by the Board. Upon return from such leave, a teacher shall be placed on the same step of the salary schedule as he/she occupied on the date of commencement of such leave.

G. In order to ensure that teachers on leave of absence for more than one year maintain professional contact with their schools, the District may forward to these teachers: copies of principals' weekly bulletins; copies of district-wide and faculty agenda/minutes where applicable; and copies of handouts from district workshops where applicable. Teachers will attend one in-school workshop during school hours within the first month of their return to work.

ARTICLE XVII – CHILD CARE LEAVE

A. Upon sixty (60) days prior written notice, or less where medically warranted, child care leave of up to two (2) years, plus the balance of the semester during which the leave commences, shall be granted. Upon the completion of a child care leave and the birth or adoption of another child, a second and consecutive child care leave shall be granted. However, no child care leave will be granted thereafter until the teacher has returned to active service for a full school year. Teachers may return from child care leave only at the beginning of a school semester, unless another date is mutually agreed to by the teacher and the Superintendent. A teacher returning from child care leave will be placed on the same step of the salary schedule as he/she occupied on the date of the commencement of such leave. The same procedure shall apply for a teacher adopting a child.

B. All teachers hired after July 1, 1999 upon sixty (60) days prior notice, or less where medically warranted, child care leave of up to two (2) years, plus the balance of the year in which the leave commences, shall be granted. All teachers hired after July 1, 1999 shall return at the beginning of the school year unless another date is mutually agreed to by the teacher and the Superintendent. A teacher returning from child care leave will be placed on the same step of the salary schedule as he/she occupied on the date of the commencement of such leave. The same procedure shall apply for a teacher adopting a child.

C. Wherever practicable, teachers on child care leave shall notify the Superintendent of Schools in writing by April 1st of their intention to return or not by September 1st.

ARTICLE XVIII – FAMILY MEDICAL LEAVE ACT ("FMLA") LEAVE

A. Effective July 1, 2006, an eligible employee may utilize up to twenty (20) sick and/or personal leave days prior to commencement of an FMLA leave.

B. Effective July 1, 2007, FMLA shall be granted in accordance with District Policy #4152 as adopted.

ARTICLE XIX – TEACHING SCHEDULE AND HOURS

A. Starting time for each of the District schools is a matter within the sole discretion of the Board. The instructional day shall be five (5) hours and thirty-five (35) minutes, and the working day shall be six (6) hours exclusive of the lunch period.

B. Teachers shall be required to sign in when arriving at school and to sign out when leaving school, but shall not be required to indicate the hour of arrival or departure.

C. All teachers shall be entitled to an uninterrupted lunch period of 45 consecutive minutes each day, during which time they shall not be required to perform any duties, subject to the teacher being on standby duty on an equitable rotation basis.

D. Each teacher shall be scheduled for at least one (1) preparation period of 40 minutes duration each day. In any event, however, each teacher shall have an aggregate of 200 minutes of preparation time each week. During scheduled library periods, students will be taught by a teacher in charge (i.e., literature/language arts teacher, library media specialist, technology teacher) and/or a qualified teacher assistant. When coverage is provided by the qualified teacher assistant(s) it will be under the direction of the teacher in charge of the library program.

Effective July 1, 2023, during preparation period periods, teachers shall be available to accomplish professional development and data meetings four (4) times during the school year. These four (4) preparation periods shall be in addition to, and not inclusive of, the two (2) goal setting meetings during the school year.

Effective July 1, 2024, during preparation periods, teachers shall be available to accomplish professional development and data meetings once per month during the school year. These monthly meetings shall inclusive of the two (2) goal setting meetings during the school year.

E. The number and duration of special classes shall be consistent and uniform among all schools in the District. Every reasonable effort shall be made not to cancel special classes.

F. Meetings:

1. Each teacher may also be required as part of his/her regular duties to attend five (5) meetings per year, which may include district, grade level, department or additional faculty building meetings. Two of such meetings will be building based and one of the two building based meetings will be devoted to teacher planning. It is understood that special area teachers may have to travel to other buildings for purposes of planning. Teachers may be required to attend monthly faculty meetings after school hours, provided that teachers are free to leave such meetings after 45 minutes, in the event that the meetings continue beyond such period.

2. The district may designate for attendance those members of the instructional unit deemed appropriate for the goals of that meeting. The meetings shall begin no later than 3:30 p.m. and shall last no longer than sixty (60) minutes. Teachers shall be notified of the dates of district-wide meetings no later than September 1st for the first half of the school year and by January 15th for the remainder of the school year. If possible, teachers will be notified of the topic in advance.

3. Tenured teachers shall be required to attend no more than two (2) meetings of any type in any given month and whenever practicable such meetings shall be held on Tuesdays.

G. Teachers in each of their probationary years of employment shall be required to attend fifteen (15) hours of in-service staff development provided by the District, which shall be scheduled after school hours, but not on weekends. One (1) in-service credit shall be awarded at the end of the school year in which the in-service credit is earned.

H. In the event there is an agreement between the Board of Education and the teacher for an additional probationary period, he/she shall be required to attend in-service development for the additional probationary period. Such in-service development shall not be credit bearing.

A substitute teacher shall be hired in the event of the absence of any classroom teacher, or teachers of physical education, art, music, and literature language arts, provided a substitute teacher with proper qualifications is available. During the last week of school, special subject teachers shall not be used as substitutes for absent classroom teachers.

I. Teachers shall be available for Parent-Teacher conferences on Election Day in the first semester and once in the second semester. On these days, the teachers' workday shall be 12:00 P.M. to 7:00 P.M. Teachers shall make reasonable accommodations for parents who cannot be scheduled or attend during this day.

J. Meet the Teacher Night and Open House, whether conducted immediately after school, or in the evening, are part of a teacher's regular duties, and no extra compensation shall be paid for required attendance at these activities.

K. On the last day of school, classes shall be dismissed after one hour of instruction.

L. Classes will be dismissed at 11:30 A.M. on one (1) day during the last two (2) weeks of school. All members of the Association must, however, remain in attendance for the remainder of the school day exclusive of a 45-minute lunch as per the contract for the purpose of actually conducting and completing end of year's procedures.

ARTICLE XX – TEACHING CONDITIONS AND FACILITIES

A. The Board shall provide in each school a separate lunchroom-lounge and reserved restrooms for teacher use. The rooms designated as faculty lunchroom-lounges shall be appropriately furnished and shall contain a water cooler for the teachers' personal use. All equipment for teachers' use shall be maintained by the Board in good working order and shall be serviced regularly.

B. The Board shall provide the following supplies and equipment:

1. Coat closet for all teachers.
2. Adequate blackboard space in each classroom.
3. Sufficient teacher and pupil editions of texts for each course the teacher is required to teach (placed in rooms for use on the first day of school).
4. Adequate storage and file space for individual teachers.
5. Sufficient pencils, pens, paper, and other supplies for teacher and pupil use (available for use on the first day of school).
6. Bulletin board trimming on the walls of all classrooms.
7. Whenever possible, adequate on-site parking for teachers.

C. All instructional material, textbooks, and supplies shall be selected only after consultation with the teachers for whose pupils' use they are intended. In the event teachers do not receive supplies and materials ordered by them, they shall be notified in writing by the Administration of the reason or reasons for their failure to receive the same.

D. Teachers shall not be required to work under unsafe, unhealthy, or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being, nor to work in rooms with inadequate ventilation or heating.

E. Teachers shall be free to leave the school building during their own lunch period.

F. Each member shall have a Google Classroom that includes contact information, class policies/rule and specials. The District will provide resources and training in support of Google Classroom development at regular intervals through the school year.

G. The District shall make best efforts to ensure that all web-based programs shall be set up and ready to use no later than the start of the school year. This provision shall not be grievable.

ARTICLE XXI – SOCIAL WORKERS

A. The work year for Social Workers shall be the teachers' calendar plus two (2) additional weeks.

B. The workday shall be seven and one-half (7½ hours) flexible schedule day.

C. Social Workers whose duties exceed two (2) evening assignments during the course of the school year shall be compensated at a rate in accordance with Appendix "E", provided the assignment has been given to the Social Worker in writing by a building principal or by the Superintendent of Schools or his/her designee.

ARTICLE XXII – TEACHING ASSISTANTS

A. The salaries of teaching assistants covered by this Agreement are set forth below reflect increases to the salary schedule as follows :

Effective July 1, 2022, modify the salary schedule in effect on June 30, 2022 to include years "7-8" and "9+" years at a $500 increment. Thereafter, increase the salary schedule by $1,000 for each salary row.

Effective July 1, 2023, the salary schedule in effect on June 30, 2023 shall be increased by 1.75%.

Effective July 1, 2024, the salary schedule in effect on June 30, 2024 shall be increased by 1.75%.

Effective July 1, 2025, the salary schedule in effect on June 30, 2025 shall be increased by 1.5%.

Years of Service	2022-23	2023-24	2024-25	2025-26
1-2 years	$27,000	$27,473	$27,954	$28,373
3-4 years	$27,500	$27,981	$28,471	$28,898
5-6 years	$28,000	$28,490	$28,898	$29,424
7-8 years	$28,500	$28,999	$29,506	$29,949
9+ years	$29,000	$29,508	$30,024	$30,474

B. The length of the Teaching Assistants workday and work year shall coincide with that of the teachers, with the exception that teaching assistants shall not be required to attend parent-teacher conferences. On these days, teaching assistants shall not be required to report to work.

C. Health Insurance: The Board shall provide individual and family coverage pursuant to the Empire plan plus, all possible enhancements in effect on June 30, 1999. The cost to the Teaching Assistants shall not exceed that as prescribed by the State pursuant to the Empire Plan in effect June 30, 1999, whereby the cost to the District is 50% for individual coverage and 35% for family coverage.

D. Any teaching assistant who is assigned to any classified student(s) pursuant to that/those student's/ students' Individual Educational Plan ("IEP") shall not be entitled to and shall not receive any preparation period.

E. All other teaching assistants (i.e. those who are not assigned to any classified student(s) pursuant to that/those student's/students' IEP(s)) and is assigned to assist such student(s) during special instructional periods shall be entitled to a minimum of two (2) preparation periods of 40 minutes duration each during each five (5) day work week; for any week consisting of less than five (5) work days, the number and duration of such preparation periods shall be proportionately reduced.

ARTICLE XXIII – TEACHER PROTECTION

A. If a teacher is assaulted in connection with his/her employment, he/she shall immediately give the Superintendent written notice of that fact. The Superintendent shall transmit such report to the Board forthwith. The Board and the Superintendent shall comply with any request from such teacher for information in their possession relating to the incident or the persons involved and will otherwise cooperate with the teacher in the event of a civil or criminal proceeding.

B. If criminal or civil proceedings are brought against the teacher alleging that he/she committed an assault in connection with his/her employment, the Board will, upon his/her request, provide legal counsel to defend him/her in such proceedings, provided that the teacher has a prima facie defense.

C. The Board agrees to save harmless and protect teachers from financial loss and will provide for their defense, arising out of any claim, demand, suit, or judgment by reason of alleged negligence, or other act resulting in accidental bodily injury to any person within or about the school building, provided such teacher at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Board, pursuant to the procedures set forth in Section 3023 of the Education Law.

D. Whenever a teacher is absent from employment and unable to perform his/her duties as a result of personal injury occurring in the course of his/her employment, for which he/she is eligible to receive Workers' Compensation payments, he/she will be paid his/her full salary for the period not to exceed one (1) year (of his/her absence), less the amount of any Workers' Compensation award made for disability due to said injury. In addition, the Board shall pay the sum necessary for retirement and all insurance benefits required hereunder. No part of such absence will be charged to his/her annual or accumulated sick leave. The Board may request a reasonable number of physical examinations by a doctor selected by mutual agreement with the Association.

E. The Board will provide protection of teachers by reimbursement for cost of replacing or repairing dentures, eyeglasses, etc. not covered by Workers' Compensation, destroyed or lost as the result of an injury sustained in the course of his/her employment.

F. The Board will provide reimbursement to a maximum of $250 per incident for repair or value, whichever is less, of clothing and personal effects damaged or destroyed during the course of an incident related to employment, provided the loss is not caused by the negligence of the claimant.

G. Personal effects do not include jewelry, furs, electronic devices (with the exception of cell phones), automobiles, and/or other vehicles.

H. Subject to the applicable provisions of the Education Law the Principal of each building shall be responsible for student discipline within his/her building. Immediately after receiving this report, the principal shall review this report, make effort to confer with the teacher and make a determination as to whether the pupil should be removed from the classroom. In cases of repeated student misbehavior and disruptive activity, appropriate reports shall be furnished to the Board.

ARTICLE XXIV – ACADEMIC FREEDOM

The private and personal life of a teacher is not within the appropriate concern or attention of the Board, except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher outside of school, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing they do not violate the laws of the State of New York or of the United States.

ARTICLE XXV – TEACHER EVALUATION AND FILES

A. Teacher evaluation and observations shall be conducted for the purpose of improving the proficiency and quality of educational instruction.

B. Notwithstanding anything included in this section, teacher evaluations will be in accordance with the legal requirements as prescribed by NYS Annual Professional Performance Review ("APPR") laws and regulations. The District and the Association will negotiate in good faith those provisions of the law which are mandatory and subjects of negotiations.

C. Any changes to APPR shall be a mandatory subject of collective bargaining between the Association and the District. The Association and the District agree that APPR negotiations may be conducted without opening or reopening negotiations for the remainder of the Collective Bargaining between the parties.

D. The work performance of all teachers shall be evaluated in writing at regular periodic intervals and the teacher shall be advised of the same. Any teacher dissatisfied with his/her evaluation shall have the right to file a written reply which shall be appended to the evaluation. When insufficiencies occur, the Administration and the Association shall make an effort to assist the teacher in correcting the same.

E. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read the material by affixing his/her signature to 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. However, an incident which has not been reduced to writing within three (3) months of its occurrence or within

three (3) months after it became known to the District, exclusive of the summer vacation period, may not be later added to the file. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

F. Upon reasonable request by the teacher, he/she shall be permitted to examine his/her file. A teacher shall be entitled to have a representative of the Association accompany him/her during such examination if he/she so desires.

G. Each association member shall set an annual goal at the commencement of the school year, and the parties further agree that there shall be a midyear and end of the year conference in which members may demonstrate goal attainment.

H. The teacher shall be permitted to reproduce any material in his/her file.

ARTICLE XXVI – VACANCIES, PROMOTIONS, AND TRANSFERS

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, with one copy filed with the Superintendent, and one copy filed with the Association. The application shall set forth the reasons for the transfer request, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Superintendent. An applicant for either transfer or change of position shall be notified in writing as to the action taken by the Superintendent thereon, such notice to be given within two (2) working days thereafter.

B. The Board acknowledges and accepts the policy of filling vacancies with respect to positions within the Recognition provisions of this contract from within the negotiating unit, including new positions, summer school, home-bound instruction, and vacancies of supervisory positions from the teaching staff employed by the District. Accordingly, and in furtherance thereof, the Board agrees that whenever such a vacancy is anticipated or arises, the Superintendent shall promptly notify the Association and afford all interested teachers an opportunity to apply for the same. Vacancies with respect to positions within the Recognition provisions of this contract shall be filled on the basis of experience, competency, length of service in the District, and other relevant factors. All of the above factors being equal, members of the District teaching staff shall be given consideration for such positions over other applicants.

C. By May 31st of each year, written notice of a teacher's assignment for the following year will be given to any teacher whose assignment will be changed. Absence of such written notice, the teacher shall maintain his/her assignment of the previous year. Thereafter, up to ten percent (10%) of the assignments may be involuntarily changed in the best interest of the district, as determined by the Superintendent of Schools. At the request of the Association, the Superintendent will meet with the North Merrick Faculty Association to review her/his reasons for the change in the assignment.

ARTICLE XXVII – FAIR DISMISSAL

If it is to be recommended that a probationary teacher's services be discontinued and/or said teacher not be granted tenure, said teacher shall be notified of such intended recommendation, and the date of the Board meeting at which such recommendation is to be considered, at least thirty (30) days prior to such Board meeting. Such teacher may, not later than twenty-one (21) days prior to the aforementioned Board meeting request, in writing, that he/she be furnished with a written statement giving the reasons for such recommendation. Within seven (7) days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the District Clerk not later than seven (7) days prior to the date of the Board meeting.

In addition to the foregoing provisions, such teacher, not later than twenty-one (21) days prior to the aforementioned Board meeting, may file with the Board a written request, which shall be granted, providing the teacher with the opportunity to make a presentation to the Board, either personally or through his/her representative, before the Board acts upon the Superintendent's recommendation of termination. The presentation provided for may be made orally, or in writing, or both, but shall not be construed to require that a hearing be held (e.g., no witnesses, no stenographic transcript, etc.).

ARTICLE XXVIII – MAINTENANCE OF STANDARDS AND BENEFITS

A. All general conditions of employment practices and benefits, including but not limited to teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the prevailing standards in effect in the District at the time this Agreement is executed, provided, however, that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied so as to decrease the professional advantages and benefits heretofore enjoyed by teachers, unless expressly stated herein.

B. Rules and regulations governing the activities of teachers within school buildings shall be uniform throughout the District.

ARTICLE XXIX – GRIEVANCES AND ARBITRATION

A. Either party to the agreement, upon written notice to the other, may submit a grievance for resolution in accordance with the procedure set forth herein below. For the purposes of this Agreement, a grievance shall be defined as including all disputes concerning the meaning, interpretation, or application of this Agreement.

B. All grievances initiated by the Association shall be in writing and shall include a concise statement of the nature of the dispute, and the position of the Association with respect thereto.

C. All grievances must be presented within 14 days after the incident or occurrence which gave rise to the grievance, or when the grievant or Association should have had knowledge of the same. Such grievances shall be resolved as follows:

Step 1:

The grievance shall be presented to the Building Principal of the teacher or teachers concerned therewith. Such Principal shall then meet and confer with the designated Association school representative and such teacher or teachers. In the event the grievance is not resolved within seven (7) days following presentation to the Building Principal, the Association shall have seven (7) days thereafter to proceed to Step 2.

Step 2:

The grievance may be submitted to the Superintendent. The Superintendent shall meet and confer with the President of the Association and/or his/her designated representatives. In the event the grievance is not resolved within seven (7) days following submission to the Superintendent, the Association shall have seven (7) days thereafter to proceed to Step 3.

Step 3:

The grievance may be submitted to the Board. The Board shall then consider the grievance at its next regular or special meeting and, upon request, permit the President of the Association and/or his/her representatives to attend such meeting and present evidence, facts, and arguments in support of its position. In the event the grievance is not resolved within 30 days following submission to the Board, the Association shall have thirty (30) days thereafter to bring the matter to arbitration at Step 4.

Step 4:

The grievance may be submitted for resolution by the Association to an impartial arbitrator selected in accordance with the rules and regulations of the American Arbitration Association then obtaining. The arbitrator so selected shall hear the matter without delay and issue his/her award within 14 days thereafter. Such award shall be final and binding upon the parties. The cost and expense of the arbitration shall be divided equally between the Board and the Association.

D. If a grievance is filed on or after June 1st, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as possible.

E. At any level, the failure of an administrator to communicate his/her decision to the Association within the specified time limits shall permit the Association to proceed to the next level.

F. If in the judgment of either party, a grievance concerns the Association, a group or class of teachers, or arises from the action or policy of the Superintendent or Board, it may be submitted directly to Step 2 or 3 as described above.

G. All grievances initiated by the Board shall be submitted in writing to the President of the Association and shall include a concise statement of the nature of the dispute and the position of the Board with respect thereto.

H. The failure of an aggrieved party to raise a grievance within the prescribed time period, or to proceed to the next step within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered, and shall constitute a waiver of any future appeal concerning the particular grievance. However, in the event new facts are obtained which were not previously known to the aggrieved party (or which new facts he/she had no reason to have knowledge) but which, if known would have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at the level at which it had been terminated, provided such reopening occurs within fourteen (14) days of knowledge by the grievant of the new facts. Furthermore, in the event a decision has been rendered in a grievance and the decision has not been implemented, or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at the level at which it had been terminated.

ARTICLE XXX – CONFORMITY TO LAW - SAVINGS CLAUSE

A. The parties hereto shall comply with all provisions of this agreement, unless and until any provision or provisions are held to be contrary to law by the Court of Appeals of the State of New York or any lower court of competent jurisdiction from whose judgment no appeal has been permitted or taken by the aggrieved party. In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties hereto shall meet forthwith for the purposes of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof.

B. 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 XXXI – TERM OF AGREEMENT

This Agreement shall be effective four (4) years, from July 1, 2022 through June 30, 2026.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the day and year first above written.

BOARD OF EDUCATION, NORTH MERRICK UNION FREE SCHOOL DISTRICT

Megan Ryan, Esq.
President

NORTH MERRICK FACULTY ASSOCIATION

Suzanne Winkel
President

APPENDIX A

Salary Schedule – July 1, 2022 through June 30, 2023

	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60	MA75
1	$54,196	$56,556	$58,990	$62,486	$64,262	$67,230	$70,729	$73,062	$73,806
2	$56,321	$58,714	$61,164	$64,668	$66,602	$69,469	$72,747	$75,085	$75,828
3	$58,528	$60,949	$63,425	$66,923	$69,040	$71,782	$74,830	$77,167	$77,910
4	$60,822	$63,280	$65,765	$69,253	$71,558	$74,176	$76,969	$79,305	$80,049
5	$63,214	$65,696	$68,193	$71,675	$74,163	$76,640	$79,189	$81,526	$82,268
6	$65,687	$68,191	$70,705	$74,159	$76,638	$79,197	$81,690	$84,030	$84,772
7	$68,090	$70,605	$73,389	$78,001	$80,493	$83,017	$85,142	$87,480	$88,222
8	$72,433	$74,988	$77,092	$82,036	$84,758	$87,266	$89,381	$91,717	$92,460
9	$75,334	$78,021	$80,530	$85,545	$88,045	$90,481	$92,649	$94,987	$95,732
10	$78,409	$80,882	$83,804	$88,412	$90,936	$93,052	$96,165	$98,503	$99,245
11	$81,318	$83,799	$87,267	$91,498	$94,735	$97,233	$100,343	$102,680	$103,423
12	$84,167	$86,831	$90,483	$94,768	$97,653	$99,794	$102,845	$105,182	$105,923
13	$86,833	$89,322	$93,056	$98,642	$101,150	$103,844	$106,122	$108,459	$109,201
14	$89,322	$91,712	$96,480	$102,297	$104,974	$105,901	$109,985	$112,320	$113,062
15	$91,831	$93,878	$99,365	$106,120	$108,645	$110,730	$113,621	$115,955	$116,699
16	$94,330	$96,804	$102,256	$109,985	$112,866	$114,623	$117,090	$119,427	$120,170
17	$96,804	$99,333	$105,297	$113,643	$117,072	$118,851	$121,354	$123,696	$124,437
18	$99,317	$101,787	$108,134	$117,495	$120,923	$123,054	$125,568	$127,906	$128,649
19	$101,406	$104,161	$110,404	$120,925	$124,318	$126,699	$129,422	$131,763	$132,505
20	$101,963	$105,696	$111,735	$122,145	$125,512	$128,055	$130,926	$133,264	$134,009
21	$102,732	$106,464	$112,502	$122,912	$126,280	$128,823	$131,694	$134,033	$134,776
22	$102,732	$106,464	$112,502	$122,912	$126,280	$128,823	$131,694	$134,033	$134,776
23	$103,083	$106,815	$112,853	$123,263	$126,632	$129,174	$132,045	$134,384	$135,127
24	$103,083	$106,815	$112,853	$123,263	$126,632	$129,174	$132,045	$134,384	$135,127
25	$104,092	$106,598	$112,948	$123,447	$126,699	$129,334	$132,223	$134,560	$135,302
26	$104,861	$107,365	$113,716	$124,215	$127,467	$130,103	$132,991	$135,328	$136,071
27	$105,463	$107,967	$114,318	$124,817	$128,069	$130,705	$133,593	$135,930	$136,673
28	$105,463	$107,967	$114,318	$124,817	$128,069	$130,705	$133,593	$135,930	$136,673
29	$105,463	$107,967	$114,318	$124,817	$128,069	$130,705	$133,593	$135,930	$136,673
30	$105,463	$107,967	$114,318	$124,817	$128,069	$130,705	$133,593	$135,930	$136,673

APPENDIX B

Salary Schedule – July 1, 2023 through June 30, 2024

	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60	MA75
1	$55,144	$57,546	$60,022	$63,580	$65,387	$68,407	$71,967	$74,341	$75,098
2	$57,307	$59,741	$62,234	$65,800	$67,768	$70,685	$74,020	$76,399	$77,155
3	$59,552	$62,016	$64,535	$68,094	$70,248	$73,038	$76,140	$78,517	$79,273
4	$61,886	$64,387	$66,916	$70,465	$72,810	$75,474	$78,316	$80,693	$81,450
5	$64,320	$66,846	$69,386	$72,929	$75,461	$77,981	$80,575	$82,953	$83,708
6	$66,837	$69,384	$71,942	$75,457	$77,979	$80,583	$83,120	$85,501	$86,256
7	$69,282	$71,841	$74,673	$79,366	$81,902	$84,470	$86,632	$89,011	$89,766
8	$73,701	$76,300	$78,441	$83,472	$86,241	$88,793	$90,945	$93,322	$94,078
9	$76,652	$79,386	$81,939	$87,042	$89,586	$92,064	$94,270	$96,649	$97,407
10	$79,781	$82,297	$85,271	$89,959	$92,527	$94,680	$97,848	$100,227	$100,982
11	$82,741	$85,265	$88,794	$93,099	$96,393	$98,935	$102,099	$104,477	$105,233
12	$85,640	$88,351	$92,066	$96,426	$99,362	$101,540	$104,645	$107,023	$107,777
13	$88,353	$90,885	$94,684	$100,368	$102,920	$105,661	$107,979	$110,357	$111,112
14	$90,885	$93,317	$98,168	$104,087	$106,811	$107,754	$111,910	$114,286	$115,041
15	$93,438	$95,521	$101,104	$107,977	$110,546	$112,668	$115,609	$117,984	$118,741
16	$95,981	$98,498	$104,045	$111,910	$114,841	$116,629	$119,139	$121,517	$122,273
17	$98,498	$101,071	$107,140	$115,632	$119,121	$120,931	$123,478	$125,861	$126,615
18	$101,055	$103,568	$110,026	$119,551	$123,039	$125,207	$127,765	$130,144	$130,900
19	$103,181	$105,984	$112,336	$123,041	$126,494	$128,916	$131,687	$134,069	$134,824
20	$103,747	$107,546	$113,690	$124,283	$127,708	$130,296	$133,217	$135,596	$136,354
21	$104,530	$108,327	$114,471	$125,063	$128,490	$131,077	$133,999	$136,379	$137,135
22	$104,530	$108,327	$114,471	$125,063	$128,490	$131,077	$133,999	$136,379	$137,135
23	$104,887	$108,684	$114,828	$125,420	$128,848	$131,435	$134,356	$136,736	$137,492
24	$104,887	$108,684	$114,828	$125,420	$128,848	$131,435	$134,356	$136,736	$137,492
25	$105,914	$108,463	$114,925	$125,607	$128,916	$131,597	$134,537	$136,915	$137,670
26	$106,696	$109,244	$115,706	$126,389	$129,698	$132,380	$135,318	$137,696	$138,452
27	$107,309	$109,856	$116,319	$127,001	$130,310	$132,992	$135,931	$138,309	$139,065
28	$107,309	$109,856	$116,319	$127,001	$130,310	$132,992	$135,931	$138,309	$139,065
29	$107,309	$109,856	$116,319	$127,001	$130,310	$132,992	$135,931	$138,309	$139,065
30	$107,309	$109,856	$116,319	$127,001	$130,310	$132,992	$135,931	$138,309	$139,065

APPENDIX C

Salary Schedule – July 1, 2024 through June 30, 2025

	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60	MA75
1	$56,109	$58,553	$61,072	$64,693	$66,531	$69,604	$73,226	$75,642	$76,412
2	$58,310	$60,786	$63,323	$66,952	$68,954	$71,922	$75,315	$77,736	$78,505
3	$60,594	$63,101	$65,664	$69,286	$71,477	$74,316	$77,472	$79,891	$80,660
4	$62,969	$65,514	$68,087	$71,698	$74,084	$76,795	$79,687	$82,105	$82,875
5	$65,446	$68,016	$70,600	$74,205	$76,782	$79,346	$81,985	$84,405	$85,173
6	$68,007	$70,598	$73,201	$76,777	$79,344	$81,993	$84,575	$86,997	$87,765
7	$70,494	$73,098	$75,980	$80,755	$83,335	$85,948	$88,148	$90,569	$91,337
8	$74,991	$77,635	$79,814	$84,933	$87,750	$90,347	$92,537	$94,955	$95,724
9	$77,993	$80,775	$83,373	$88,565	$91,154	$93,675	$95,920	$98,340	$99,112
10	$81,177	$83,737	$86,763	$91,533	$94,146	$96,337	$99,560	$101,981	$102,749
11	$84,189	$86,757	$90,348	$94,728	$98,080	$100,666	$103,886	$106,305	$107,075
12	$87,139	$89,897	$93,677	$98,113	$101,101	$103,317	$106,476	$108,896	$109,663
13	$89,899	$92,475	$96,341	$102,124	$104,721	$107,510	$109,869	$112,288	$113,056
14	$92,475	$94,950	$99,886	$105,909	$108,680	$109,640	$113,868	$116,286	$117,054
15	$95,073	$97,193	$102,873	$109,867	$112,481	$114,640	$117,632	$120,049	$120,819
16	$97,661	$100,222	$105,866	$113,868	$116,851	$118,670	$121,224	$123,644	$124,413
17	$100,222	$102,840	$109,015	$117,656	$121,206	$123,047	$125,639	$128,064	$128,831
18	$102,823	$105,380	$111,951	$121,643	$125,192	$127,398	$130,001	$132,422	$133,191
19	$104,987	$107,839	$114,302	$125,194	$128,708	$131,172	$133,992	$136,415	$137,183
20	$105,563	$109,428	$115,680	$126,458	$129,943	$132,576	$135,548	$137,969	$138,740
21	$106,359	$110,223	$116,474	$127,252	$130,739	$133,371	$136,344	$138,766	$139,535
22	$106,359	$110,223	$116,474	$127,252	$130,739	$133,371	$136,344	$138,766	$139,535
23	$106,723	$110,586	$116,837	$127,615	$131,103	$133,735	$136,707	$139,129	$139,898
24	$106,723	$110,586	$116,837	$127,615	$131,103	$133,735	$136,707	$139,129	$139,898
25	$107,767	$110,361	$116,936	$127,805	$131,172	$133,900	$136,891	$139,311	$140,079
26	$108,563	$111,156	$117,731	$128,601	$131,968	$134,697	$137,686	$140,106	$140,875
27	$109,187	$111,778	$118,355	$129,224	$132,590	$135,319	$138,310	$140,729	$141,499
28	$109,187	$111,778	$118,355	$129,224	$132,590	$135,319	$138,310	$140,729	$141,499
29	$109,187	$111,778	$118,355	$129,224	$132,590	$135,319	$138,310	$140,729	$141,499
30	$109,187	$111,778	$118,355	$129,224	$132,590	$135,319	$138,310	$140,729	$141,499

APPENDIX D

Salary Schedule – July 1, 2025 through June 30, 2026

	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60	MA75
1	$56,951	$59,431	$61,988	$65,663	$67,529	$70,648	$74,324	$76,777	$77,558
2	$59,185	$61,698	$64,273	$67,956	$69,988	$73,001	$76,445	$78,902	$79,683
3	$61,503	$64,048	$66,649	$70,325	$72,549	$75,431	$78,634	$81,089	$81,870
4	$63,914	$66,497	$69,108	$72,773	$75,195	$77,947	$80,882	$83,337	$84,118
5	$66,428	$69,036	$71,659	$75,318	$77,934	$80,536	$83,215	$85,671	$86,451
6	$69,027	$71,657	$74,299	$77,929	$80,534	$83,223	$85,844	$88,302	$89,081
7	$71,551	$74,194	$77,120	$81,966	$84,585	$87,237	$89,470	$91,928	$92,707
8	$76,116	$78,800	$81,011	$86,207	$89,066	$91,702	$93,925	$96,379	$97,160
9	$79,163	$81,987	$84,624	$89,893	$92,521	$95,080	$97,359	$99,815	$100,599
10	$82,395	$84,993	$88,064	$92,906	$95,558	$97,782	$101,053	$103,511	$104,290
11	$85,452	$88,058	$91,703	$96,149	$99,551	$102,176	$105,444	$107,900	$108,681
12	$88,446	$91,245	$95,082	$99,585	$102,618	$104,867	$108,073	$110,529	$111,308
13	$91,247	$93,862	$97,786	$103,656	$106,292	$109,123	$111,517	$113,972	$114,752
14	$93,862	$96,374	$101,384	$107,498	$110,310	$111,285	$115,576	$118,030	$118,810
15	$96,499	$98,651	$104,416	$111,515	$114,168	$116,360	$119,396	$121,850	$122,631
16	$99,126	$101,725	$107,454	$115,576	$118,604	$120,450	$123,042	$125,499	$126,279
17	$101,725	$104,383	$110,650	$119,421	$123,024	$124,893	$127,524	$129,985	$130,763
18	$104,365	$106,961	$113,630	$123,468	$127,070	$129,309	$131,951	$134,408	$135,189
19	$106,562	$109,457	$116,017	$127,072	$130,639	$133,140	$136,002	$138,461	$139,241
20	$107,146	$111,069	$117,415	$128,355	$131,892	$134,565	$137,581	$140,039	$140,821
21	$107,954	$111,876	$118,221	$129,161	$132,700	$135,372	$138,389	$140,847	$141,628
22	$107,954	$111,876	$118,221	$129,161	$132,700	$135,372	$138,389	$140,847	$141,628
23	$108,324	$112,245	$118,590	$129,529	$133,070	$135,741	$138,758	$141,216	$141,996
24	$108,324	$112,245	$118,590	$129,529	$133,070	$135,741	$138,758	$141,216	$141,996
25	$109,384	$112,016	$118,690	$129,722	$133,140	$135,909	$138,944	$141,401	$142,180
26	$110,191	$112,823	$119,497	$130,530	$133,948	$136,717	$139,751	$142,208	$142,988
27	$110,825	$113,455	$120,130	$131,162	$134,579	$137,349	$140,385	$142,840	$143,621
28	$110,825	$113,455	$120,130	$131,162	$134,579	$137,349	$140,385	$142,840	$143,621
29	$110,825	$113,455	$120,130	$131,162	$134,579	$137,349	$140,385	$142,840	$143,621
30	$110,825	$113,455	$120,130	$131,162	$134,579	$137,349	$140,385	$142,840	$143,621

APPENDIX E

Additional Compensation

Position	2022-2023	2023-2024	2024-2025	2025-2026
Summer Curriculum Work	$45/hr.	$46/hr.	$47/hr.	$48/hr.
Home-bound Instructors	$55/hr.	$56/hr.	$57/hr.	$58/hr.
In-service Course Instructors	$65/hr.	$66/hr.	$67/hr.	$68/hr.
Evening Assignments in excess of two (2)	$70 per assignment	$71 per assignment	$72 per assignment	$73 per assignment
Extra Curricular Activities	$45/hr.	$46/hr.	$47/hr.	$48/hr.
Presentation Preparation	$45/hr.	$46/hr.	$47/hr.	$48/hr.

APPENDIX F
Additional Stipends

Position	2022-2023	2023-2024	2024-2025	2025-2026
Assistant to the Principals	$1,331.38	$1,354.68	$1,378.39	$1,399.07
Summer School Teachers	$2,774.12	$2,822.67	$2,872.07	$2,915.15
Teacher Mentors (Per Mentee)	$1,077.54	$1,096.40	$1,115.59	$1,132.32
Student Support Programs (Tutoring)	$1,077.54	$1,096.40	$1,115.59	$1,132.32

APPENDIX G
MANDATORY CLAUSES

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein. See paragraph 8 & 9 for a description of the nature of the non-elective employer contributions.

2. **Contribution Limitations** In any applicable calendar year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-Elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

   In the event that the calculation of the Employer Non-Elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be distributed by the Employer as follows:

   A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971[1], the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and

   B. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-Elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as in

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[1] Explanation for TRS Categories: Under Education Law § 501 (11)(a), the calculation of a pre- June 17 TRS Tier 1 member's last five years final average salary (upon which a member's life- time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment, that portion of the Employer Non-Elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.*, all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay, therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-Elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.

Employer Non-Elective Contribution (which Contribution shall not exceed the maximum amount permitted under the code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-Elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. **403(b) Accounts** Employer contributions shall be deposited into the ING Life Insurance and Annuity Company ("ING") 403(b) account of each recipient employee. If the employee does not have an ING 403(b) account, the Employer shall deposit the employer contributions in the name of the employee, into an ING account established in the employee's name. Agents from ING will be allowed reasonable access to the School District's facilities in order to assist the employees and District's representatives in fulfilling applicable 403(b) legal requirements. Upon the request of the District, the ING agents will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the *Internal Revenue Code*, based upon salary and payroll information provided to the ING representative by the District.

4. **Tier I Adjustments** Tier I member with membership dates prior to June 17, 1971, Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This APPENDIX shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which confirm, as closest as possible, to the original intent of the parties.

6. This APPENDIX shall further be subject to the approval of the 403(b) Provider, which shall review the APPENDIX solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) account for receipt of Employer Non-Elective Contributions.

7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

8. If the District offers a Local Retirement Incentives ("LRI") during this existing collective bargaining agreement, the LRI shall be remitted by the District as a Non-Elective Employer Contribution, which shall be subject to all the provisions of the Appendix.

APPENDIX H

NORTH MERRICK UNION FREE SCHOOL DISTRICT
North Merrick, New York 11566

REQUEST FOR PERSONAL DAY

Name: _____

School: _____

I request to take (date(s)): _____ as a personal day

in accordance with Article XV, Section B of the NMFA Contract

Signature: _____

APPROVALS

_____	_____
Principal	Date
_____	_____
Assistant Superintendent of Business & Operations Approval	Date
_____	_____
Superintendent of Schools	Date