



AGREEMENT

SPACKENKILL UNION FREE
SCHOOL DISTRICT
and
SPACKENKILL TEACHERS'
ASSOCIATION

July 1, 2019 to June 30, 2021



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WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the objectives of the educational program are realized to the highest degree when mutual understanding and effective communication exist between the Board and its professional staff in the cooperative development of the educational program and improvement of the educational standards, and

WHEREAS, the parties have reached certain understandings which they desire to confirm and incorporate in this Agreement,

NOW THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The District recognizes the Association as the official negotiating agent for all full-time and part-time teachers, nurse teachers, library media specialists, guidance counselors, speech teachers and social workers employed by the District. Part-time teachers covered by this contract will be those who work three (3) or (4) periods per day. This recognition shall continue in effect in accordance with the maximum period of time as prescribed by law.

ARTICLE II - PRINCIPLES

- A. It is recognized that public employees have the right to form, join and participate in, or to refrain from forming, joining or participating in, any employee organization of their own choosing but membership shall not be a prerequisite for employment or continuation of employment of any employee.
- B. The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this Agreement.
- C. The Board and the Association agree that the Board is legally responsible for the management and control of educational affairs of the District, and has all the powers and duties as outlined in Section 1709 of the Education Law.
- D. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased.
- E. This Agreement shall not be interpreted to deprive teachers of professional advantages relating to wages, hours, and terms and conditions of employment heretofore enjoyed unless expressly stated herein. Any changes made to the standards in effect at the time this Agreement is

signed would be for the purpose of improved benefits to the teachers and/or the quality of education to the students of the District.

ARTICLE III - TEACHER AND ASSOCIATION RIGHTS

A. The District agrees to deduct from the salaries of its teachers dues for the Association as said teachers individually and voluntarily authorize, and to transmit the same promptly to the Association. Authorizations will be in writing.

1. The Association will certify to the District, in writing, the current rate of the membership dues of the Association. The Association will give the District thirty (30) days written notice prior to the effective date of any such change.

2. Dues deductions will be made in approximately equal consecutive installments following filing of the authorization list with the District. The District will not be required to honor authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

3. No later than September 30 of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues. The Association will notify the District monthly of any changes in said list.

4. The District agrees that it will not accord dues deductions or similar check-off rights to any other organization purporting to represent members of the unit represented by the Association.

B. Consistent with the school schedule, the Association will have the right to use school buildings without cost at reasonable times for meetings. Request for such use must be delivered to the principal of the building in question in advance for an appropriate meeting time and place.

C. Association members shall be provided with a faculty room in each building, provided such space is not needed as a classroom.

D. There will be one (1) bulletin board in each faculty room for the purpose of displaying notices, circulars and other proper and legitimate Association material. Copies of such material will be given to the building principal in advance of posting.

E. The Association will have the right to place notices, circulars and other material relating to proper and legitimate Association business in teachers' mail boxes or through school email. Copies will be given to the building principal, in advance.

F. The District shall provide the Association President with a hard copy of the minutes and agenda of official Board meetings if the web-based version is not available, such as when technical difficulties arise.

G. Copies of this Agreement shall be duplicated at the expense of the District, and shall be made available to teachers no later than thirty (30) days after execution hereof or five (5) days after date of employment, whichever shall be the later. The District shall provide 40 copies of this Agreement to the Spackenkill Teachers Association.

H. The District and Association recognize that a teacher's primary responsibility is to educate children and that his/her energies and time should be utilized to that end.

I. There will be no reprisals of any kind taken against any teacher by reason of membership in the Association or participation in its lawful activities.

J. Teacher personnel files shall be maintained in the Superintendent's office and shall contain all material relevant to a teacher's performance while in the employ of the District. Teachers shall have the right to examine and make copies of the contents of the personnel file relating to them at reasonable intervals upon request. No teacher shall be shown confidential recommendations relating to initial appointment. The teacher will acknowledge that he/she had the opportunity to review such file. Teachers shall have the right to respond in writing to any and all material placed in his/her personnel file and such response shall be included in such file. Any material proven to be false shall be removed from the file and destroyed. To the extent permitted by law, teacher personnel files shall not be open to public inspection. Teacher observations and evaluations shall be electronically stored by the District in a secure format. If the District receives notice of any tampering of the electronic files, the District shall notify the impacted teacher. The District shall also include a log in a teacher's personnel file with the following information: the date of the observation or evaluation; the name of the individual conducting the observation or evaluation; and the composite score (if any).

K. A separate telephone line will always be available in each building for use by teachers for local calls.

L. A committee for new teacher orientation shall be cooperatively established, composed of members of Administration and the Association. The committee shall meet and establish the date of new teacher orientation before the last day of school in June. This committee shall make additional recommendations to the District prior to July 31st.

M. Release time shall be provided during the school day for the Association President or his designee, in order to conduct Association and/or District business. This release time shall be in the form of relief from all non-teaching duties and

1. If the President is a middle/high school teacher, no more than 4 teaching periods (with no more than 3 preparations). On an experimental basis for the 2015-2016 school year only, if the President is a middle/high school teacher, he/she will have no more than 3 teaching periods (with no more than 2 preparations). The Superintendent of Schools, shall evaluate the experimental program, and by May 1, 2016, shall determine whether to extend the program for the 2016-2017 school year. If extended for the 2016-2017 school year, the Superintendent of Schools shall, by May 1, 2017 determine whether to extend the program for the 2017-2018

school year. If extended for the 2017-2018 school year, the Superintendent of Schools shall, by May 1, 2018 determine whether to extend the program for the 2018-2019 school year. If extended for the 2018-2019 school year, the Superintendent of Schools shall, by May 1, 2019, determine whether to extend the program for the 2019-2020 school year. If extended for the 2019-2020 school year, the Superintendent of Schools shall, by May 1, 2020, determine whether to extend the program for the 2020-2021 school year. The Superintendent of School's decision shall not be subject to the grievance procedure.

2. If the President is an elementary school teacher, additional relief time equivalent to one middle/high school period per day. On an experimental basis for the 2015-2016 school year only, if the President is an elementary teacher, he/she will have additional relief time equivalent to two middle/high school periods per day. The Superintendent of Schools, shall evaluate the experimental program, and by May 1, 2016, shall determine whether to extend the program for the 2016-2017 school year. If extended for the 2016-2017 school year, the Superintendent of Schools shall, by May 1, 2017 determine whether to extend the program for the 2017-2018 school year. If extended for the 2017-2018 school year, the Superintendent of Schools shall, by May 1, 2018 determine whether to extend the program for the 2018-2019 school year. If extended for the 2018-2019 school year, the Superintendent of Schools shall, by May 1, 2019, determine whether to extend the program for the 2019-2020 school year. If extended for the 2019-2020 school year, the Superintendent of Schools shall, by May 1, 2020, determine whether to extend the program for the 2020-2021 school year. The Superintendent of School's decision shall not be subject to the grievance procedure.

The Vice-President of the Association shall be provided with release time in the form of relief from all non-teaching duties. The President shall have a reserved parking spot at his/her home building next to the administrator's reserved parking. The Association shall provide coverage for all supervisory duties from which such designee is relieved.

N. During the school day, Association officers or representatives shall not interrupt teachers who are supervising children.

O. Rules and regulations relating to teachers shall be made readily available.

P. A copy of the District Directory published by the District will be provided to the Association President when made available to administrators. Neither party will permit public distribution of the Directory.

ARTICLE IV - LEAVE OF ABSENCE

A. SICK LEAVE

1. A teacher shall be allowed fifteen (15) days sick leave at the start of the first year of employment and twelve (12) days sick leave at the start of each subsequent year at regular pay, cumulative to a maximum of 205 school days. Effective July 1, 2018, unit members shall be allowed to accumulate 220 days.

2. Absence due to illness in the immediate family may be counted as paid sick leave absence.

3. The phrase "immediate family" is normally construed to include: mother, father, spouse, son, daughter, mother-in-law, father-in-law, sister, brother, domestic partner, and also all relatives of the employee residing in the employee's immediate household.

4. a. The existing sick leave bank shall be maintained for the duration of this Agreement. Teachers electing to participate in the bank shall submit to the District a waiver of no more than two (2) days of accumulated sick leave. All teachers shall be eligible to participate but teachers not electing to waive time shall not be eligible to receive time from the sick leave bank. The bank shall be administered by a committee of two (2) administrators appointed by the District and three (3) teacher representatives appointed by the Association who shall act upon withdrawals. The determination of the committee shall not be subject to the grievance procedure. Withdrawals from the sick leave bank shall be limited to teachers who are involved in extended illnesses or accidents and who have exhausted their sick leave time.

b. Once the balance of days reaches 30, the sick bank will be automatically replenished with contributions of 2 days from current participants. Participants will be notified of the additional contribution and will be given one week to withdraw from the sick bank if they decide not to contribute the 2 additional days.

c. The Sick Bank Committee shall have discretion in setting the maximum number of days that can be requested by a participant at any one time and the number of times in a year that a request can be made by the same individual.

5. The Superintendent may require a teacher to validate the necessity of the sick leave.

6. A teacher shall receive a statement of his/her accumulated sick leave upon request.

7. In the event that a teacher's employment in the District is terminated, due to excessing of personnel, that teacher can convert his/her accumulated unused sick leave time into a cash payment at the ratio of one day's pay for each two days accumulated sick leave at the teacher's then current salary rate (one day's pay equaling 1/200th of his/her annual salary).

B. JURY DUTY - A teacher selected for State jury duty or subpoenaed for any court appearance during the regular school year will be compensated by the District in an amount equal

to the difference between his daily pay and the amount received for jury duty. An individual on State jury duty will be paid by the District his regular salary. Persons on Federal jury duty will reimburse the District the amount of money received while serving on jury duty.

C. CHILD CARE LEAVE

1. Teachers shall be granted child care leave. A teacher who wishes child care leave shall provide a minimum of two months notice prior to the beginning of the leave. In order to receive an extension, the unit member must provide the District with a 60 day notice. The Superintendent of Schools shall have the discretion to waive the 60 day notice in extenuating circumstances.

2. Unit members who anticipate giving birth may convert up to 40 accumulated sick days for paid Pregnancy-Related Disability Leave upon submission of a doctor's note and letter of request to the Superintendent. The 40-day period shall start on or before the birth of the child. If complications arise during pregnancy, additional time may be converted at the discretion of the Superintendent upon submission of a doctor's note and a letter of request. The 40-day maximum for Pregnancy-Related Disability Leave shall include all days school is in session with the following exceptions: For births occurring during summer months, the 40-day maximum shall be reduced by the number of non-holiday weekdays during summer recess. For births occurring during the school year, the 40-day maximum shall be reduced by the number of school cancellation days, such as snow days. Scheduled holidays and mid-year recess days do not count against the 40 day maximum. FMLA leave shall run concurrently.

3. Unpaid child care leave shall be granted for a period of not more than two (2) years for each pregnancy. This provision pertains to all teachers in the District. Notice of return must be given to the District by March 15. Return to teaching must coincide with the opening of school in September, or the start of the second semester.

4. As provided herein, child care leave shall count as time taught in determination of a teacher's salary step. The teacher shall receive salary increment credit for any year in which the person teaches and begins the leave only.

D. PERSONAL LEAVE

1. A regular full-time employee of the District may be allowed up to four (4) personal leave days per year, not charged against sick leave.

2. Personal leave is interpreted to include such areas as religious holidays and personal business requiring the presence of the teacher.

3. The teacher is under no obligation to reveal the exact nature of the leave.

4. Personal leave shall not be taken on the first or last day of the school year. Personal days immediately before or after a scheduled vacation/holiday period will not be authorized. Exceptions may be made at the discretion of the Superintendent or his/her designee. A written notice for the purpose of such an exception shall include the reason(s) for such absence and documentation may be required.

5. Unused personal leave shall be added to accumulated sick leave.

E. **BEREAVEMENT LEAVE** - A teacher shall be allowed up to five (5) consecutive school days with regular pay due to a death in the immediate family. Immediate family shall be defined as mother, father, spouse, son, daughter, sister, brother, immediate in-laws, domestic partner, aunt, uncle, grandmother, grandfather, and all relatives of the employee residing with the employee. Bereavement leave may be taken on non-consecutive school days in the case of burial and/or memorial services that occur at a later date. The Superintendent of Schools or his/her designee shall have the right to request documentation to support a unit member's request to take bereavement leave on non-consecutive days. Additional leave may be granted by the Board. If someone other than an immediate family member dies, teachers will be permitted to convert available sick time into bereavement time, up to 3 days per incident. Additional time may be approved by the Superintendent upon request.

F. **MILITARY LEAVE** - Military leave will be granted to any teacher who is inducted into or enlists in any branch of the Armed Forces of the United States. Such teacher shall be entitled to return to a position comparable to the one he/she held prior to going on leave and, in the event he/she exercised his/her right to return at the end of such leave, shall not have lost any retirement benefits or other emoluments of value which he/she would have received if he/she had not taken such leave.

G. **LEAVE WITHOUT PAY** - Leaves of absence without pay, other than for child care, may be granted for a period of up to one (1) year and extended upon the approval of the Board. Notice of return must be given the District by March 15. Return to teaching must coincide with the opening of school in September, or the start of the second semester.

H. **EDUCATION LEAVE** - It is the policy of the District to encourage teachers to attend educational conferences or observe methods used in other school districts. Subject to the approval of the Administration, these days may be granted upon written request to the building principal or his designee. These days are intended to improve professional competency, and are granted apart from personal or sick leave absences.

I. **FAMILY & MEDICAL LEAVE ACT (FMLA)** - The District shall provide eligible employees, as defined by the FMLA, with FMLA benefits. Any dispute arising with regard to an employee's rights under the FMLA may be submitted directly to arbitration. Selection of an arbitrator shall be from among the following arbitrators: Bonnie Weinstock, Jay Siegel, and Thomas Rinaldo. The parties must provide five (5) days notice of intent to arbitrate.

J. MISCELLANEOUS PROVISIONS

1. Statements of salaries paid issued to taxing agencies (Form W-2) shall include amounts paid to individuals as sick leave.
2. All other absences from duty shall be handled by special resolution of the Board.
3. All persons on child care or other unpaid leave shall be permitted to continue health and dental coverage at their own expense.
4. The District shall provide the Association with all information it requests that directly relates to negotiations, grievances, or enforcement of this contract, such as all relevant information regarding personal leave, health care benefits, and health insurance buy-outs.

ARTICLE V - TEACHERS QUALIFICATION, SELECTION, AND EVALUATION

A. QUALIFICATION AND SELECTION

1. Candidates for teaching positions among other requirements must present proof of adequate physical health.
2. It shall be normal operating procedure during the regular school year for professional candidates to be interviewed by at least two (2) members of the administrative or advisory staff and two (2) members of the regular professional staff in the discipline in which the candidate is seeking a teaching position or extended leave position. Members of the professional staff involved in interviews shall be provided prior notice thereof.
3. Prior to vacation periods, it is the responsibility of the Association to check with the District Office for any scheduled teacher candidate interviews. It shall be the responsibility of the Association to provide appropriate professional personnel for these interviews. In the event that an interview is scheduled after a vacation period begins, the Association President shall be notified.
4. The failure of the regular professional staff to interview candidates shall not be a bar to their hiring.
5. The Superintendent will recommend to the Board the applicant who, in his/her judgment, is best fitted for the position.

B. TEACHER OBSERVATION AND EVALUATION

The evaluation process shall be inserted in the Employee's Manual. The parties recognize that any change to the procedural aspects of the Teacher Observation and Evaluation must be agreed to by the parties. The Union shall have the right to challenge any procedural violation of the Teacher Observation and Evaluation via the grievance procedure set forth in Article XXI of the contract. Nothing herein shall limit the District's right to modify the Teacher Observation and

Evaluation to the extent that such change is a non-mandatory subject of bargaining. Any changes to the Teacher Observation and Evaluation are subject to review by JTAC.

The parties recognize that the APPR plan document, which was agreed to by the parties in or about September 2012, shall apply to all classroom teachers subject to the requirements of Education Law 3012-c. All other unit members shall be subject to the evaluation system currently in effect.

The parties agree that they will commence negotiations concerning the Annual Professional Performance Review (APPR) plan for the 2015-2016 school year as soon as practicable after adoption of regulations of the Commissioner of Education required by the 2015- 2016 budget bill. Any agreement resulting from such negotiations shall be subject to ratification by the Board of Education and the membership of the Association. Thereafter, the JTAC will meet each year to agree upon any changes to the APPR and/or to modify the evaluation process to conform to the requirements of the Regulations of the Commissioner of Education.

ARTICLE VI - PROFESSIONAL COMPENSATION AND RELATED ITEMS

A. Personnel covered by this Agreement shall be compensated for their services in accordance with the provisions of Appendices A through D, attached to and incorporated in this Agreement.

B. Provision shall be made for itemizing deductions on payroll checks.

C. Direct deposit of the paycheck of each unit member, to the financial institution of the unit member's choice, shall be required except that under extenuating circumstances approved by the Superintendent or his/her designee, a paper check may be issued. Payroll checks or statements of direct deposit will be distributed to teachers no later than 12:00 noon on payday. On the final day of school, payroll checks will be distributed when the teacher has completed the building principal's school closing checklist.

D. Teachers will have the choice of being paid on either a 21 payment schedule or a 25 payment schedule.

E. GUIDANCE PERSONNEL

1. Guidance Counselors will normally be employed for five (5) additional days at the end of the school year and will return to employment five (5) days preceding the scheduled opening of the school to which they are assigned. Adequate coverage for the above listed period shall be provided by the guidance personnel employed for the five (5) days following and the five (5) days preceding the opening of school. Working schedules for other remaining days shall be by mutual agreement between the guidance personnel and the building principal. This additional employment will be compensated at the rate of 1/200th per diem of the ten (10) month salary schedule. Additional employment days (5 at the beginning of the year and 5 at the end of the year) required for Guidance Counselors need not be consecutive days. The days must, however, be scheduled within a two week window preceding the school year and at the end of the school year respectively. The scheduling must be agreed upon by the guidance counselor and Administrator.

2. Subject to prior approval by the building principal, mileage costs for guidance-related activities will be reimbursed by the District.

ARTICLE VII - VACANCIES

A. A list of known vacancies that will exist at the start of the coming school year, or at any time during the school year as they occur, will be emailed to all staff and posted on one (1) Association bulletin board in each school building. All qualified teachers shall be given adequate opportunity to make application and be interviewed for such positions. No vacancies will be filled until five (5) days after publication.

B. If a vacancy occurs during summer vacation, notice will be posted in the main office of each building, a copy emailed to all unit members, and a copy thereof shall be mailed to the President of the Association.

ARTICLE VIII - VOLUNTARY TRANSFERS

A. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another school building, shall file a written statement of such desire with the Superintendent of Schools or his designee not later than March 15 or five (5) days after the posting. Such statements shall include the grade and/or the subject to which the teacher desires to be assigned and/or the school building to which he/she desires to be transferred. Where such request contains a multiple choice, the grade, subjects, and/or school shall be listed in order of preference.

B. Job descriptions shall be prepared and posted on one (1) Association bulletin board in each school building when vacancies occur in positions relating to supervision of instruction and supervision of curriculum.

C. A tenured teacher in one school may state a preference in filling a vacancy in a comparable position in another school. The administration of this clause will be in accordance with the existing Education Law.

D. The following principles shall be applied in the reassignment or transfer of teachers:

1. Instructional requirements.
2. Preference in assignment or transfer shall be given to the incumbent applicant with the greatest number of years service in the District.
3. Staff availability.
4. Individual qualifications.

ARTICLE IX - INVOLUNTARY TRANSFER OR REASSIGNMENT

A. The District shall give notice in writing of an involuntary transfer or reassignment of a teacher by June 1, except in an instance where developments after June 1 compel transfers or reassignments.

B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher and the Superintendent or his/her designee at which time the teacher will be notified of the reasons thereof. If the teacher objects to the transfer, he/she may request the Association to arrange a meeting between the Association's representative, the teacher, the building principal involved, and the Superintendent to discuss the matter with the intent to resolve the matter. This meeting shall take place no later than fourteen (14) days after the initial written notification of said transfer.

C. Teachers being involuntarily transferred shall be notified of the positions available in their tenure area. If multiple vacancies exist, such teachers may request the positions, in order of preference, to which they desire to be transferred. Their preference will be one of the factors considered in making the transfer.

D. Teachers who are involuntarily transferred may request, and upon approval by the Superintendent, receive payment for courses in adult continuing education or undergraduate study which relate to a specific area to which the involuntary transfer is being executed. Such courses shall not be used for salary purposes. Approval of the courses depends upon applicability to the new teaching area.

ARTICLE X - SALARY AND PROFESSIONAL IMPROVEMENT

A. Salary schedules are attached hereto as Appendices A and B. The salary schedule shall be increased by 1.28% effective July 1, 2019, and 1.28% effective July 1, 2020.

1. Salary credit beyond the BA or MA will be recognized in blocks of three (3) graduate semester hours taken after the degree. Compensation will be at the rate of \$95.17 per graduate semester hour. Effective July 1, 2020, compensation will be at the rate of \$96.39 per graduate semester hour. Effective November 27, 2012, online credits for credits above the Masters degree shall be capped at six (6) credits annually. This cap shall not apply to any credits that have been approved prior to November 27, 2012.

2. Credit for additional graduate semester hours beyond BA + 30 and the Masters Degree must be approved by the Superintendent and/or Board.

3. A teacher will be advanced on schedule beyond Step 11 if he/she continues to evidence satisfactory performance. Evidence of satisfactory performance shall not be solely based upon the teacher's evaluation.

4. Teachers shall receive compensation for up to 30 credits over the MA + 30 for credits approved by the Superintendent.

5. Employees who have completed their second year on step twenty-six of the salary schedule years of service shall receive a longevity stipend of \$3,038. Effective July 1, 2020, this shall increase to \$3,077. Employees who have completed their fifth year on step twenty-six shall receive an additional longevity stipend of \$2,026. Effective July 1, 2020, this shall increase to \$2,052.

6. A longevity step of \$1,519 shall be created for all unit members who are on step 20 and above of the salary schedule. Effective July 1, 2020, this shall increase to \$1,539.

B. Unit members who are scheduled to work more than five (5) evenings during the school year for in-District events will be compensated at a rate of \$27.73 per evening for each evening in excess of five (5). Effective July 1, 2020, this shall increase to \$28.09. Unit members who provide necessary test supervision on non-school days shall be compensated at the chaperone rate.

C. Teachers who serve in a per diem substitute capacity for a teacher who is out of work and expected to return and who has not taken a leave of absence, shall on their 31st consecutive work day for the absent teacher, be paid retroactively to their first date of substitute service for the absent teacher, and treated as a bargaining unit member. Part-time employees shall be paid on a pro-rated basis.

D. The District and Association support the principle of continuing training for teachers, participation of teachers in professional organizations in the area of their specialization, leaves for work on advance degrees or special studies, and participation in community educational projects.

E. A teacher who successfully completes a course or courses taken online or in person at an accredited college or university will receive salary credit in accordance with the salary schedule; such courses must be taken at graduate level, and taken after the effective date of the Bachelor's Degree. A course or sequence of courses taken beyond the Master's must have prior approval of the Superintendent and/or Board, and must be in the general field of the teacher's work or within the area of the certification and/or in the general field of education.

F. Salary credit will not be granted for:

1. Courses in adult or continuing education unless it is graduate credit.
2. Courses leading to a new profession outside the field of education.
3. Courses previously approved but for which a passing grade is not received.
4. Courses for which prior approval was not requested and in the District office at least three (3) days prior to the opening session of the course(s), unless unforeseen circumstances require substitution of equivalent course(s).
5. Courses which duplicate previously taken courses.
6. Courses which are not properly documented by official transcript.

A maximum of six (6) graduate credits for online courses may be approved annually by the Superintendent of Schools or his/her designee.

G. At the request of the Association, arrangements may be made for after school courses, workshops, conferences, and programs designed to improve the quality of instruction. Such request will be made in writing, and shall include: The reason for the request, a description of the workshop; a suggestion as to the personnel and number and length of sessions. If such request is refused, reasons therefore shall be provided. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs.

H. **IN-SERVICE CREDIT** - The District agrees to provide in-service programs and to grant in-service credit for salary purposes. There shall be a joint Administration/Association Committee to discuss proposed in-service programs. The District shall consider the committee's recommendations and shall determine which in-service courses shall be offered. Payments for credits earned as of September 1 and documented by November 1 shall be paid retroactively to September 1. Payments for credits earned as of February 1 and documented by April 1 shall be paid retroactively to February 1. In-service credits earned between the timeframe a unit member has completed his/her Bachelor's Degree and Master's Degree shall remain as part of the unit member's salary up until and after the completion of a Master's Degree. 15 hours of in-service shall equal one (1) credit.

I. **NATIONAL BOARD CERTIFICATION** - The District shall provide a stipend of \$3,000 for any member who receives National Board Certification. The stipend will be treated like a Longevity Stipend and will be provided each year for as long as the person remains certified. Should a Nationally Board Certified teacher agree to assist other teachers with the process, he/she will be paid at the "Teachers Teaching Teachers" rate.

J. **MULTIPLE TEACHING CERTIFICATES** – The District will provide a \$1,000 stipend for unit members who have multiple teaching certifications, provided the additional certifications are within the teacher's assigned teaching area. Unit members will submit a claim form by May 15 to receive a lump sum payment.

The premise behind this benefit is that the teacher must be using the additional stipend during the given year in order to receive it. The following shall constitute a non-exhaustive list of possible scenarios where a unit member would or would not be entitled to the stipend:

- a. If a reading certified AIS teacher teaches math AIS as well as reading, and has certification in elementary education, the teacher is eligible for the stipend;
- b. If a secondary English teacher teaches English and AIS reading and has reading certification as well as English certification, the teacher is eligible for the stipend;
- c. If an elementary special education teacher is teaching an inclusion class with an elementary teacher and has elementary certification as well as special education

certification, the teacher is not eligible for the stipend because he/she is only using his special education certification in the assignment;

- d. If an elementary teacher is teaching an inclusion class and has special education certification, he/she is eligible for the stipend because there will be times during the day when he/she will have the included students without the support of the special education teacher;
- e. If a secondary special education teacher is teaching an inclusion class with a special area teacher and has subject area certification as well as special education certification, the teacher is eligible for the stipend because he/she is using both certifications. This differs from the elementary level because the subject area certifications at the secondary level require more in depth knowledge of the subject area than at the elementary level where it is a general certification. Also, the teacher with both certifications is specifically chosen for the assignment because of the two certifications;
- f. If a secondary subject area teacher is teaching an inclusion class and has special education certification, he/she is not eligible for the stipend because there will be no time during the day when he/she will have the included students without the support of the special education teacher.

K. ACADEMIC INTERVENTION SERVICES (“AIS”) - Teachers teaching in the academic intervention services program (summer and on non-school hours); and teachers who attend and participate in CSE meetings in summer months shall be paid \$48.85 per hour. Effective July 1, 2020, this shall increase to \$49.47 per hour.

L. Teachers Teaching Teachers

Teachers who teach workshops or in-service courses shall be paid at the AIS Summer Rate.

M. SUMMER GRANT PROGRAM

1. The purpose of this grant shall be to provide a means for selected staff members to pursue a program which will benefit the District’s specific educational needs.

2. The stipend for such grants shall be \$509.18 per week with the length of employment dependent on the program selected. The total amount of money granted to an individual shall not exceed \$3,394.50. The total amount of money available for such grants shall not exceed \$20,444.20.

Effective July 1, 2020: The stipend for such grants shall be \$515.69 per week with the length of employment dependent on the program selected. The total amount of money granted to an individual shall not exceed \$3,437.95. The total amount of money available for such grants shall not exceed \$20,705.88

3. A joint Administration-Teachers' Association Committee of six (6) members with equal participation by the teachers and the Administration shall be formed early in the school year to establish guidelines for submission and screening of these grants.

4. Applications for summer grants must be submitted to the joint Administration-Teachers Association screening committee no later than March 31. This committee shall make its recommendations to the Superintendent by May 15 so that they may be acted upon by the Board at its June meeting.

N. CSE CHAIRS

1. Unit members who qualify may serve as CSE Chairs at the building level at the rate of compensation of \$100 per meeting. The \$100 stipend shall be paid regardless of the length of the meeting and, such fees shall include all work associated with that meeting, including if work is done after regular school hours. No more than ninety (90) meetings shall be scheduled per unit member.

2. While all qualified members of the bargaining unit may apply for the position(s), the District shall have the absolute discretion to select which unit member shall fill these position(s). The District will establish a pool of up to ten (10) unit members who are qualified to chair CSE meetings. Throughout the school year, the Assistant Superintendent for Curriculum & Instruction & Pupil Personnel Services shall assign unit members from the pool to chair each CSE meeting.

3. A unit member selected to serve as CSE Chair shall have a right to refuse to chair a particular meeting, provided that he/she has given the Superintendent of Schools or his/her designee a minimum of forty-eight (48) hours' notice from date of notification of meeting.

4. The Superintendent or his/her designee shall have the discretion to determine which CSE meetings shall be chaired by a unit member and which CSE meetings shall be chaired by a District administrator.

5. Whenever possible, CSE meetings will be scheduled in the Chair's home school, and secretarial staff will continue to assist with the clerical work related to the CSE meetings as they currently do.

ARTICLE XI - EXTRA-CURRICULAR AND CO-CURRICULAR ASSIGNMENTS

1. Activities associated with all clubs are subject to the approval of the building principal. Club functions and advisor responsibilities of each club must be agreed upon by the appropriate building principal and the activity advisor.

2. Chaperones shall receive \$62.21 per event that is two hours or less, \$95.81 per event that is more than two hours but less than 4 hours in duration, \$114.38 for events between 4 hours and 6 hours and \$175.29 for events more than 6 hours duration.

Effective July 1, 2020, chaperones shall receive \$63.00 per event that is two hours or less, \$97.04 per event that is more than two hours but less than 4 hours in duration, \$115.84 for events between 4 hours and 6 hours and \$177.53 for events more than 6 hours duration.

Teachers who chaperone the Senior Trip, the Washington D.C. Trip and the Sharpe Trip shall be paid one stipend for an event more than 6 hours in duration.

3. Coaches of Fall sports shall be notified of their assignment by the first week in June; for Winter sports the first week in October; and Spring sports the first week in January.

4. In filling coaching and extra-curricular positions, the District shall consider the following factors:

- (a) Job qualification
- (b) Prior applicable experience
- (c) Relevant training
- (d) Teacher certification

All factors being equal, unit members shall have preference over non-unit members in filling coaching and extra-curricular positions.

5. As compensable extra-curricular positions are created and approved by the Board, the compensation allocable thereto shall be negotiated.

6. Teachers supervising extra-curricular activities shall be notified in writing by September of their assignment(s). A teacher will not act as chaperone for the Washington trip and/or the overnight portion of the Sharpe trip under any circumstances other than of his/her own volition.

7. Teachers coaching any sport or sponsoring extra-curricular activities shall receive an additional 10% of the base pay of that sport or extra-curricular activity upon entering the fifth consecutive year of said sport or extra-curricular activity. This longevity increment shall continue from year to year so long as that teacher continues to coach or sponsor the extra-curricular activity.

8. Teachers taking on the responsibility of a second or third sport, shall receive an additional 10% of the fee for the additional sports.

9. Stipends for coaching inter-scholastic athletic sports and sponsoring co-curricular activities are reflected in Appendices C and D attached to this Contract. If a volunteer is not available for scorekeeper, time keeper, or shot-clock operators, then unit members will be appointed and will be paid the chaperone rate.

10. Five-extra-curricular positions, one each in the areas of math, social studies, English, science, and foreign language, have been established for the purpose of after-school tutorial for suspended students. The stipend for each position shall be \$3,450.45. Effective July 1,

2020, the stipend shall be increased to \$3,494.61. The appointed persons shall provide tutorial in their subject area two hours per week, from 3:15-5:15, for 38 weeks. An administrator shall be present in the building for each session. The District retains the right at any time to discontinue the practice of after school tutoring and abolish these extra-curricular positions.

11. An amount of \$4,000 will be set aside each school year for the purpose of compensating music teachers who work outside of the school day preparing students for NYSSMA or All County Events. Teachers must obtain pre-approval of hours from the Assistant Superintendent for Curriculum, Instruction, and Pupil Personnel Services. By October 1st of each year, each teacher who intends to request a portion of this stipend will submit to the Assistant Superintendent for Curriculum, Instruction, and Pupil Personnel Services a tentative list of dates for which he/she will seek the pre-approval. Teachers will be notified of their approved schedule by October 31st. The rate of pay shall be the same as the AIS summer rate.

ARTICLE XII - DUTIES AND OBLIGATIONS OF TEACHERS

A. Teachers shall be under the authority of the Board, Superintendent, and the building principal or principals of the school to which they are assigned.

B. Teachers shall follow the course of study recommended by the Administration, Board, and the State Education Department.

C. Teachers shall use such textbooks, periodicals, and miscellaneous teaching materials as authorized by the Board.

D. Teachers shall have as their goal the educational advancement of their students and should continuously strive toward the development of good character and desirable attitudes among their students.

E. Teachers shall at all times exercise diligence in protecting the health and safety of the students to which he/she has been assigned. It shall be the duty of the Board to save harmless and protect each teacher from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily harm or injury to any person within or without the school building, providing such teacher at the time of the accident or injury was acting in the discharge of his duties, within the scope of his employment, and/or under the direction of said Board. The Board, however, shall not be subject to the duty imposed by this Section (Education Law, Section 3023) unless such teacher shall, within ten (10) days of the time he is served with a summons, complaint, process, notice, demand, or pleading, deliver the original or a copy of the same to the Board.

F. Teachers shall maintain discipline and good order in their classes, and are reminded that effective discipline is built on fairness, firmness, tact and sound judgment. The use of corporal punishment is prohibited.

G. Teachers shall keep such records and reports as the Education Law mandates and/or the Administration may require. Curricula unit plans shall follow a standardized unit plan format in

the electronic curriculum tool. Teachers will be expected to follow such plan at the time such plan is implemented for their subject area.

H. In all professional and personal relations, teachers shall pursue a course of conduct consistent with the ethics of the profession.

I. Any teacher who wishes to leave the employ of the District at any time during the school year shall present a written declaration of intent thirty (30) days before the effective date of resignation.

J. TEACHER-PARENT COMMUNICATION

1. Report cards are currently issued at ten (10) week intervals.
2. Supplementary Performance Report-notification of strengths and weakness in particular subject areas are sent home between report periods.
3. Parent/Teacher conferences shall be arranged at the request of teacher or parent at a mutually convenient time. Summaries of such conferences shall be placed in the students' folders.
4. At the "Parents' Coffees" all unit members will be available for the duration of the event.
5. Teachers shall provide sufficient time each week for parent conferences and contact.

K. No teacher will be responsible for personal student transportation except in emergencies, as in personal injury.

L. All unit members shall be required to maintain a webpage. That webpage shall, at a minimum, contain the following items:

1. Teacher name/Co-teacher name (if applicable)/ Contact Information
2. Course/Grade
3. Resources for learning (e.g., textbooks online, links to websites, video clips, study guides, common core implications with link to more info)
4. Policies/procedures for classroom, homework, and grading

The parties agree to establish a committee to select a new website platform. The new website platform shall be implemented no later than September 1, 2016. Thereafter, unit members shall update their webpage at least once each month.

M. All unit members shall be required to attend up to six (6) hours of additional meetings per year subject to the following conditions:

1. Meetings shall be a minimum of thirty (30) minutes and a maximum of two (2) hours in length;
2. Unit members receive one month notice of meetings;
3. The purpose of the meeting must be meaningful and defined;
4. Meetings shall relate to common core or APPR, with the exception of support personnel which may also attend meetings on professional development related to his or her field;
5. Meetings shall be at a building, department, or grade level.

It is agreed that all unit members, without exception, shall be required to attend these scheduled meetings.

ARTICLE XIII - HEALTH INSURANCE AND WELFARE PLAN

A. Effective July 1, 2015, the District shall contribute 85% towards health insurance coverage to unit members enrolled in the DEHIC Alternate PPO Plan.

The District shall offer the DEHIC EPO 20 Plan option to unit members with the District contributing 93% toward the premiums.

B. The District shall provide unit members enrolled in other Individual or Dependent health insurance plans through the District with District paid premiums in amounts up to the amounts paid to unit members enrolled in the DEHIC Alternate PPO plan for Individual and Dependent coverage respectively.

1. Unit members who are otherwise insured may voluntarily opt out of the District's health insurance program and receive a payment of \$2,000; however, if a unit member provides evidence that his/her spouse's employer provides a larger buy-out, and has not received a buy-out from Spackenkill in either of the previous two years, the District will pay \$150 more than the buy-out provided by the spouse's employer. In no event shall the buy-out exceed 50% of the cost of the premium. One half of the payment shall be made by January 15 of each year and the balance paid by the end of the school year.

Eligibility for participation in the buy-out requires written notification of withdrawal and proof of alternate coverage from the employee by May 1st of the year preceding the buy-out. Employees must be out for a full year to get full payment. The cut-off date for the new payment amount is October 1.

Eligibility for new recipients of the buy-out in the first year of this Agreement must submit written notification of withdrawal and proof of alternate coverage.

2. Written notice and proof of adequate alternative health insurance coverage must be submitted to the Business Office no later than the May 1st preceding the buy-out year.

3. Re-entry into the District's health insurance program shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations.

Upon reentry, the unit member will receive a pro-rated payment of the buy-out paid for the remaining months of the applicable year. New hirees may opt-out and receive this benefit only on a pro-rated basis where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Office at the time of making written application.

4. The District shall pay retiree health insurance at the rate of 75% of the individual plan and 50% of the family plan.

5. For those unit members that retire during the life of this contract and select the DEHIC EPO 20 plan in retirement, the District shall pay retiree health insurance at the rate of 85% of the individual plan and 60% of the family plan. For those unit members that retire during the life of this contract and select the DEHIC Alternate PPO plan in retirement, the District shall pay retiree health insurance at the rate of 75% of the individual plan and 50% of the family plan. In the event that the DEHIC Alternate PPO plan is no longer available, and a unit member that retires during the life of this contract selects the DEHIC Healthy Advantage Plan in retirement, the District shall pay retiree health insurance at the rate of 80% of the individual plan and 55% of the family plan. This provision shall sunset June 30, 2021.

6. Domestic Partner Coverage. Domestic Partners shall be covered under the Family Plan with the following understandings:

- A domestic partnership is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, reside together, involved in a committed (lifetime) rather than casual relationship and mutually interdependent financially. The partners must be each other's sole domestic partner and must have been involved in the domestic partner relationship for a period of not less than one year. The State employee domestic partner may not have a spouse covered under his or her enrollment and still be eligible to cover a domestic partner.
- In order to establish that a domestic partnership exists for purposes of obtaining coverage, the domestic partners must execute a Domestic Partner Affidavit in accordance with the guidelines developed by the New York State Insurance Department, provide proof of cohabitation and provide evidence that an economically interdependent relationship exists between the employee and the domestic partner dependent.

Proof of cohabitation and economic interdependency shall be required according to the guidelines established by the State Insurance Department and shall verify the existence of the domestic partnership for at least one year prior to the date of application for enrollment in any sponsored plan. Satisfaction of these requirements shall constitute the certification of the domestic partnership for purposes of eligibility for dependent coverage.

- Registration for Domestic Partner coverage shall be done annually. Termination of the relationship shall be reported to the District within thirty days. A two-year waiting period shall be required from the date a covered domestic partner dependent is deemed no longer eligible, as evidenced by the filing date of the Termination of Domestic Partnership document, until a new domestic partner can be deemed eligible for coverage.
- The unit member applying for Domestic Partner coverage shall be responsible for all federal and state income tax payments.

C. The District agrees to contribute toward the premium cost of an approved welfare trust the sum of seventeen hundred fifteen dollars (\$1,715) per participant. The fund shall provide payments at ½ of fund rates in July and ½ in January. The District shall be provided with a detailed accounting statement each year, no later than October 1 and shall otherwise be entitled to review books of the fund on an audit basis.

D. §125 Plan

The District shall continue to offer a comprehensive §125 plan to all unit members.

ARTICLE XIV - RETIREMENT INCENTIVE

A. For the term of this contract only, any Unit member with fifteen (15) years of service in the District who submits an irrevocable letter of resignation for retirement purposes to the Superintendent of Schools at least one (1) year, but less than two (2) years prior to the effective date of retirement, shall be entitled to payment equal to 40% of their final year's salary (includes base salary, credits and longevity) paid into a non-elective 403(b) retirement account. If a unit member is retiring under a disability retirement, then the required one year advance notice of retirement shall be waived by the District. Except as provided for below, to be eligible for the incentive, the effective date of retirement must be no later than June 30th of the school year in which the unit member is first eligible to collect his/her pension through the Teachers' Retirement System, without penalty. A unit member who first becomes eligible to collect his/her pension through the Teachers' Retirement System, without penalty, during the months of July or August, shall be required to retire by no later than August 31st following the unit member's first becoming eligible to collect his/her pension through the Teachers' Retirement System, without penalty, in order to qualify for the retirement incentive. This Article shall only apply to irrevocable letters of resignation for retirement purposes that are submitted on or before June 30, 2021. Employees who were previously eligible for the incentive are no longer eligible.

Additionally, the District and Union agree that the District will establish a non-elective 403(b)/401(a) retirement plan for the payment of the retirement incentive pursuant to this contract.

B. 1. The District agrees to consider any future state incentive made available during the life of this agreement.

2. No unit member may be eligible to collect the District retirement incentive should he/she avail him/herself of the State Retirement Incentive.

ARTICLE XV – EXCELLENCE IN SERVICE TO THE DISTRICT

A. Upon retirement, an employee who has accumulated a minimum of 150 sick days and received overall ratings of effective or highly effective in the 60 point rubric portion of the evaluation in all of his or her last three years of service shall receive payment in the amount of \$5,000. Payment shall be paid into a non-elective 403(b) retirement account.

ARTICLE XVI - SCHOOL CALENDAR

A. The Association may prior to January 15, make recommendations and suggestions for the school calendar prior to its formulation by the Board and the Superintendent.

B. During each academic year, there shall be at least one conference day allotted in the school calendar (one full day or two half days) subject to approval by the Superintendent to be used for a Superintendent/Association directed conference specifically intended to up-grade the District's educational program. The Superintendent shall consider having a second conference day for the same purposes and on the same terms as the first.

C. The school calendar shall be publicized, and distributed, upon adoption by the Board.

D. There shall be three (3) early dismissal days for elementary classes during regents week, provided that the three dismissals do not cause the District to be in non-compliance with the Regulations of the Commissioner.

ARTICLE XVII - SPECIAL SERVICES

A. The District agrees that strong efforts will be made to maintain the use of qualified library media specialists and reading specialists.

B. NON-PROFESSIONAL AUXILIARY SERVICES

1. One full-time secretary at each of the Middle School and Senior High Schools shall be assigned to the guidance office.

2. Teachers should be relieved of routine clerical and non-classroom supervisory duties in order for them to devote their time and skills to teaching. The administration will continually review the needs of teachers for clerical assistance and will provide necessary clerical support as required. This shall include data entry and computer based responsibilities relating to any testing (e.g. MAPS, AIMS, WEB, DRA, RTI, and other similar testing programs), reporting, and evaluations.

3. In order to assure the teachers of an uninterrupted duty-free lunch period of not less than forty (40) minutes, the administration will provide appropriately trained part-time aides at

each school for supervision of children during the student's lunch period. This may not eliminate teachers from supervisory responsibilities during this time. All teachers will be assigned a lunch period during the normal student lunch periods. Teachers may be assigned a thirty minute lunch on days when there is a delayed opening or altered schedule. Altered schedules for non-weather/emergency related matters shall be limited to twice per year and teachers shall be provided one week's notice of schedule change.

4. All teachers assigned aides or teaching assistants for any part of the day, shall be told the name of the individual assigned no later than two (2) weeks before the start of school. The District, however, shall maintain the discretion to change the assignments of aides or teaching assistants based upon District needs.

C. SUBSTITUTE TEACHERS

1. The District agrees that the Administration shall make strong efforts to provide qualified substitute teachers, giving special consideration to the hiring of substitutes for specialized areas.

2. In the event that a teacher has been absent for five (5) consecutive working days and the District has failed to provide a substitute teacher, any regular teacher assigned to the duties of the absent teacher will be reimbursed 1/6th of his daily wages per class period.

3. The Association may submit lists of qualified substitutes to the Administration.

4. A teacher may suggest a particular substitute. Consideration will be given to such suggestions.

5. The lists of substitutes in each school building shall be shared between buildings and made available to teachers.

6. Unit members providing class coverage during a preparation period due to a lack of substitutes shall be compensated at the rate of \$25.32 per class. Effective July 1, 2020, the rate shall increase to \$25.64 per class.

ARTICLE XVIII - TEACHERS' ASSIGNMENTS

A. Teachers (including special education teachers) will be notified, in writing, by their building principal, of their tentative schedule for the coming school year, including the buildings to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, by June 10. The schedule will be considered accepted by June 20. In order to allow teachers to plan during the summer, the tentative schedule should also include the following: grade level assignments, specific course assignments, co-teaching assignments, resource room, and AIS assignments (not including a number of or list of students assigned to AIS).

B. In order to assure that pupils are taught by teachers within their area of competence, teachers will not be given instructional assignments except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study, except as outlined in Article XVII, paragraph C. In no case will this be done without the written consent of the teacher involved.

C. Middle School and High School teachers shall not be assigned more than six (6) supervision periods, not more than five (5) of which periods shall be teaching assignments. Periods shall not exceed fifty (50) minutes in length under normal circumstances in any given school day. Teachers shall have no more than four (4) teaching preparations.

D. In the event that the District maintains a nine period day, teachers' work schedule shall consist of five (5) teaching periods, one duty assignment, one duty-free lunch period, one preparation period and one professional period. The professional period may also be used: (a) for attendance at C.S.E. meetings; (b) for professional staff meetings; and (c) for parent conferences. The clause is not intended to create a sixth teaching assignment.

E. The work day for all teachers in the district will be 7 hours and 20 minutes. The high school day will start no earlier than 7:25 a.m. and the schedule will be designed to insure that no building be scheduled to end later than 3:35 p.m.

In the elementary buildings, students may not arrive to the classroom until ten (10) minutes prior to the start of the instructional day.

Teachers at the secondary level will be required to flex their work hours during Regents testing days in order to accommodate the needs of administering assessments. The District shall first seek volunteers to flex their hours, and if more teachers are needed than there are volunteers, the district shall select additional teachers on a rotating basis.

F. Every effort will be made not to schedule a CSE meeting later than 45 minutes before the end of the school day. Unit members attending CSE meetings are to remain in attendance until adjournment. If a unit member is aware of a conflict regarding a scheduled meeting, he/she shall provide one week's notice to the CSE chair. If a meeting goes more than fifteen minutes beyond the length of the school day, the unit member shall be compensated at the rate of pay for attending CSE meetings during the summer.

G. If scheduling difficulties arise which can be resolved only by the District assigning an extra teaching period to the teacher, after consultation and agreement, the Association may waive these contractual work load limits, until the District may alleviate these difficulties. Any teacher accepting such additional teaching load shall be relieved of all non-teaching duties.

H. In scheduling, the District shall provide preparation periods of at least forty (40) consecutive and unencumbered minutes per day for all classroom teachers.

I. The parties hereto recognizing the limitations imposed by scheduling, subject matter and facilities availability, do agree that, insofar as possible, teaching loads, inclusive of non-teaching supervisory duties of every nature, should be equalized.

J. A principal may ask the Association for a list of those teachers who would volunteer to teach a class before or after the scheduled start or end of a school day and for which course(s) they would volunteer. The Principal may then create the schedule for the following year using some or all of those volunteers. The decision to accept or refuse the request shall be entirely voluntary for the teacher. A teacher who agrees to teach a class under this provision shall have a work day, with consecutive supervisory periods, that is no longer than the rest of the teachers in the building.

K. While assigning a teacher a sixth teaching period should be done sparingly, anyone who teaches a sixth class shall be paid at the rate of 1/6th of his/her salary.

L. Teachers assigned to more than one building shall be granted travel time between buildings of 20 minutes per trip each day and shall have no supervisory duty.

M. Lunch duty shall be assigned to unit members on a rotating basis, with no unit member being required to cover lunch duty for more than one half of the academic year.

N. Speech/Language Therapists that provide services to students at private schools within the Spackenkill Union Free School District before the official start of the District's school day, shall be paid at a rate of 1/6th of the unit member's daily salary.

ARTICLE XIX - CURRICULUM COORDINATOR(S)

This contract provides for the position of Curriculum Coordinator for Grades K-2, Grades 3-5, English 6-12, Math 6-12, Social Studies 6-12, Science 6-12, Foreign Language 6-12, Music K-12, and Art K-12. Each coordinator will be granted a half-day release time each month. These positions will also carry a stipend, as addressed in Section C of the Article. The Art K-12 Curriculum Coordinator will also act as Department Chair, and, as such, will have no duties throughout the school year and be relieved of proctoring assignments during the final exam period.

Performance Responsibilities:

A. Duties

1. Participates in designated professional learning activities focused on the district-approved curriculum mapping program with the school-based grade level, subject area, or departmental teams.
2. Assists the district-approved curriculum mapping peer review process of written units for grade-levels and/or departments through the coordination of the review, development, and revision of department programs and related curriculum documents, assessments, and materials. Vertical alignment is an important component of this work.

3. Leads discussions that relate to curricular issues at department or grade level meetings. Agendas developed in coordination with the building principal.
4. Obtains relevant publications and supplementary resource materials to share with administration and their departments.
5. Obtains and uses student achievement data to examine curriculum and instructional program effectiveness for curriculum, including the use of School Meter, Level 1, BARS and MAP data, to make recommendations for continuous academic improvement. Assists in creating and disseminating data presentations for building level and/or Board meetings.
6. Assists in developing and conducting or arranging for staff development sessions relevant to their grade-level and/or departments.
7. Assists in communicating information to parent and community members about relevant information pertaining to their departments.
8. May be asked to attend conferences, complete online learning activities such as webinars and online tutorials related to curriculum, curriculum mapping, and/or their subject area in order to remain current in the field. If these occur outside of the school day, clock hours will be awarded.
9. In collaboration with other school-based mentoring initiatives, serves as a curriculum mentor for teachers new to the school.
10. Assists grade level and/or department teachers and serves as a resource person on curriculum questions.
11. Monitors the frequency in which the department approved final examinations are updated.
12. Communicates regularly with the principals and Assistant Superintendent of Curriculum, Instruction, and Pupil Personnel Services to keep them informed of the needs of the department and/or grade-level.
13. Communicates with sales representatives and investigates new hardware, software, textbooks, and other materials; keeps the department staff aware of the teaching potential of such new materials.
14. Assists in the development of any new courses.
15. Develops a report in summary form, prior to the close of the school year, regarding the focus of the work accomplished by the department during the school year with recommendations for the following year. This report should be forwarded to the

building principal, with a copy to the Assistant Superintendent of Curriculum, Instruction, and Pupil Personnel Services, prior to June 1st.

16. Will attend up to four curriculum council meetings (K-12 coordinators meet together) and up to four curriculum coordinator meetings annually.

B. Selection

The positions will be posted and the appointments made annually. In the event that more than one teacher applies, the interview committee will be comprised of members of the department, the principals, and the Assistant Superintendent of Curriculum, Instruction, and Pupil Personnel Services. The Assistant Superintendent of Curriculum, Instruction, and Pupil Personnel Services will recommend a finalist to the Superintendent.

C. Stipend

Each Coordinator will be paid the sum of \$4,000

ARTICLE XX – DEPARTMENT CHAIRS AND GRADE LEVEL CHAIRS

- A. This agreement provides for the creation of the following positions:

1. Elementary Grade-Level Chair

The positions of Elementary Grade-Level Chairs will be created for Grades K, 1, 2, 3, 4, 5, and 6 (7 positions). Grade level chairs shall receive an annual stipend of \$500. Individuals may not hold the position of curriculum coordinator and grade-level chair at the same time. Teachers that serve as grade level chair will:

- Maintain grade-level files, books, equipment and supplies and ensure they are properly cared for, repaired, and inventoried.
- Assist with purchase orders for all materials used by the grade level.
- Participate on the interview committee for new teaching positions in that grade level.
- Coordinate grade-level field trip schedule.
- Schedule (does not run) grade-level meetings and create the agenda in collaboration with the building principal; maintain minutes of each meeting.
- Ensure that the appropriate teachers have access to edit courses in the online curriculum program (e.g. Atlas) on an annual basis.

2. Department Chair 9-12

The position of Department Chair 9-12 will be created for high school math, high school science, high school social studies, high school English, and high school foreign language (5 positions). The department chair will be relieved of duty assignments throughout the year and proctoring assignments during final examinations. Individuals may not hold the position of curriculum coordinator and department chair at the same time. Teachers that serve as department chair will:

- Maintain department files, books, equipment and supplies and ensure they are properly cared for, repaired, and inventoried.
- Assist with purchase orders for all materials used by the department.
- Participate on the interview committee for new teaching positions in that department.
- Schedule (does not run) department meetings and create the agenda in collaboration with the building principal; maintain minutes of each meeting.
- Ensure that the appropriate teachers have access to edit courses in the online curriculum program (e.g. Atlas) on an annual basis.
- Assist building level administration with scheduling mid and end of the year exams (i.e. scheduling tests, grading, scantrons).
- Work with the administration and/or guidance department in course placement of new students.
- Ensure accuracy of course descriptions in course directory.

3. Music K-12 Department Chair

There shall be one (1) position of Music K-12 Department Chair. The department chair will be relieved of duty assignments throughout the year and proctoring assignments during final examinations. Individuals may not hold the position of curriculum coordinator and department chair at the same time. The teacher that serves as department chair will:

- Assist with purchase orders for all materials used by the department; ascertain that materials are received in good order, properly stored, distributed, and used.
- Maintain department files, books, equipment and supplies and ensure they are properly cared for, repaired, and inventoried.

- Coordinate the scheduling, transportation, and programs for all music concerts, including all necessary paperwork. Complete the paperwork needed for the county and state music competitions.
- Assist the administration with the development of the district wide music budget.
- Participate on the interview committee for new teaching positions in that department.
- Schedule (does not run) department meetings and create the agenda in collaboration with the building principal; maintain minutes of each meeting.
- Ensure that the appropriate teachers have access to edit courses in the online curriculum program (e.g. Atlas) on an annual basis.
- Assist building level administration with scheduling mid and end of the year exams (i.e. scheduling tests, grading, scantrons).

4. Special Education Department Chair

The positions of Special Education Department Chairs will be created for K-2, 3-5, 6-8, and 9-12 (4 positions). The 6-8 and 9-12 department chairs will be relieved of duty assignments throughout the year and proctoring assignments during final examinations. The K-2 and 3-5 department chairs shall receive an annual stipend of \$500. Individuals may not hold the position of curriculum coordinator and department chair at the same time. Teachers that serve as department chair will:

- Schedule CSE meetings in collaboration with the pupil personnel services secretaries, building-level administration, and special education team members. An effort will be made to maintain an equitable distribution amongst the regular education teachers.
- Reviews the special education pre and post CSE projections and assists with scheduling to ensure correct programs are offered and the correct number of sections are scheduled.
- Work with the administration and/or guidance in placement of new students.
- Communicate information about transfer students with IEP's to the department or grade level.
- Document the lead teacher list, update it as appropriate (includes new students), and ensure that the most recent version is sent to district office.

- Assist with the teaching assistant/teacher aide schedule.
- Assist with scheduling accommodations for testing.
- Coordinate meetings between buildings when students are transitioning from one building to the next.
- Maintain department files, books, equipment and supplies and ensures they are properly cared for, repaired, and inventoried.
- Assist with purchase orders for all materials used by the department.
- Participate on the interview committee for new teaching positions, TA's, and related service positions in the special education area.

B. Selection

The chair position will be a one-year term. No unit member may hold the department chair position for more than two consecutive terms. In order to run for additional terms, the individual must relinquish the position for at least one term before being eligible to run for the position again. Should no one apply for a particular department, the term limits shall be waived on a year by year basis and the District shall have the discretion to keep the incumbent Department Chairperson in the position.

The chair may be nominated by themselves or the members of the appropriate department or grade level. The building principal(s) shall make the selection from those who are nominated. This selection procedure shall sunset on June 30, 2021.

ARTICLE XXI - CLASS SIZE

The column to the right of each category indicates the class size goal of the District:

	Class Size Goal (a range of):
Kindergarten	20-25
First through Sixth Grades	23-28
Special subject Areas (K-6)	20-25 and 23-28 (as in regular classes)
Secondary area, academic subjects:	
Low Average	20-25
Average	25-30
Above Average	25-30
Industrial Arts-Home Economics	17-23 (or number of facilities available)
Art	20-30
Vocational Education	25-30 (or number of facilities available)
Music (Business, typing)	25-30

Physical Education (all grades)	25-30
Study Hall	30-50

The AIS class size goal of the District will be expressed as follows:

	<u>Class size goal (a range of)</u>
Elementary (K-6)	8-10 = 1 teacher
Secondary (7-12)	11-15 = 1 teacher, 1 aide
	16+ = 2 teachers

Every reasonable effort will be made to adhere to the Class Size Goals listed above. If the number of students in any class shall exceed the class size goal for such a class, the teacher shall have the right to discuss the problem with his/her building principal and/or supervisor.

The Association will remain as flexible in class size waivers as it has in the past. The District shall attempt to balance class sizes within each grade or subject area.

ARTICLE XXII - GRIEVANCE PROCEDURES FOR TEACHERS

A. DECLARATION OF POLICY - In order to establish a more harmonious and cooperative relationship between teachers and administrators and members of the Board which will enhance the educational program of the District, it is hereby declared to be the purpose of these procedures to provide for orderly settlement of certain differences promptly and fairly as they arise, and to assure equitable and proper treatment of teachers pursuant to the terms of this Agreement. The provisions of the procedures shall be liberally construed for the accomplishment of this purpose.

B. BASIC PRINCIPLES

1. It is the intent of these procedures to provide for the settlement of differences at the earliest possible stage of the procedures in a fair and equitable manner. The grievant and appropriate administrative personnel are encouraged to discuss and adjust matters that are potentially the subject of a grievance at as early a date as may be convenient or appropriate.

2. The Association shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal--either directly or indirectly.

3. Each building principal shall have the responsibility to consider each grievance presented to him/her and make a written determination within the authority delegated to him/her and within the time specified in these procedures.

4. Each party to a grievance shall have access to all written statements and records pertaining to such case.

5. All hearings shall be confidential.

6. Time periods may be extended if mutually acceptable to both parties.
7. The time to file a grievance begins to run when the professional personnel knew, or reasonably should have known of the alleged grievable act.
8. If a grievance allegedly occurred during the months of July and August, the grievance shall be filed no later than fourteen (14) days after the commencement of school in September.
9. If the grievance is not disposed of to the grievant's satisfaction the grievant may, within fourteen (14) days of the conference, hearing or receipt of decision, whichever be applicable, file a written notice with the applicable administrator of his/her intent to pursue the grievance to the next step of this procedure. Failure to do so shall constitute an abandonment of the grievance.
10. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association 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.

C. DEFINITIONS

1. Administrator shall mean any professional employee responsible for or exercising any degree of supervision or authority over a teacher.
2. Teacher shall mean any member of the bargaining unit.
3. Chief Administrator shall mean the Superintendent of Schools.
4. Immediate Supervisor shall mean the administrator to whom the teacher is directly responsible.
5. Representative shall mean the person(s) designated by the teacher as his/her counsel or to act on his/her behalf.
6. Grievance shall mean any claimed violation, misinterpretation, or inequitable application of any existing laws, policies, rules or regulations of the School District which relate to or involve the teacher in the exercise of the duties assigned to him/her and any alleged violation of the terms of this Agreement.
7. Days as used in these procedures shall refer to calendar days.

D. PROCEDURES

1. Stage 1 - Within twenty-eight (28) days after an alleged grievance occurred, the aggrieved teacher shall present his grievance in writing to his/her immediate supervisor who shall

discuss the grievance with the aggrieved teacher, or with the teacher and his/her representative (s) if any. If no mutual time for a meeting can be arranged within five (5) days after receipt of the written grievance, then arrangements shall be made to relieve the teacher of duties in order to meet with the person involved in each stage where applicable.

2. Intermediate Stage (Building Principal) - If the immediate supervisor is a department head, then Stage 2 will be the building principal; if the immediate supervisor is a building principal, then appeal from Stage 1 will go directly to Stage 3.

The procedures at Stage 2 shall follow the provisions of Stage 1. The building principal shall render a decision in writing to the teacher within seven (7) days after the hearing.

3. Chief Administrator Stage

- a. The Superintendent shall, within seven (7) days of receipt of a notice of the grievant's intent to pursue the grievance to this step, notify the aggrieved teacher and immediate supervisor to submit written statements to him/her within seven (7) days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- b. If such is requested, in the written statement of either party pursuant to paragraph "a" above, the Superintendent shall notify all parties concerned in the case of the time and place when a hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearings shall be held within seven (7) days of receipt of the written statements pursuant to paragraph "a".
- c. The Superintendent shall render his determination in writing within fourteen (14) days after the written statements pursuant to paragraph "a" and/or "b" have been presented to him/her or the hearing provided for in paragraph "b" is held.

4. Board Stage - All written statements and records of the case shall be submitted to the President of the Board by the Superintendent. The Board may, at the request of either party or the Board itself, hold a hearing within fourteen (14) days of the initiation of this stage to obtain further information regarding the case. After receiving both the report of the Superintendent and the appeal of the aggrieved teacher, the Board shall render a decision. If no hearing is held such decision shall be rendered within fourteen (14) days of receipt of notice of appeal; if a hearing be held such decision shall be rendered within fourteen (14) days of the date of the hearing.

5. Arbitration Stage

- a. After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 4, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the

Superintendent of Schools with a copy to the Board within twenty-one (21) days of the decision at Stage 4.

- b. The parties shall select on a rotating basis from the following panel of arbitrators: Jay Siegel, Bonnie Weinstock, and Thomas Rinaldo. In the event that none of the aforementioned arbitrators are available in a timely fashion or decline to hear a dispute, the parties shall have five (5) days within which to agree upon an alternate arbitrator from the American Arbitration Association. If no such agreement can be made, the matter shall be referred to the American Arbitration Association for designation. In either case, the Voluntary Labor Arbitration Rules of the American Arbitration Association shall be used.
- c. The selected arbitrator will hear the matter promptly. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

6. AMERICANS WITH DISABILITIES ACT (ADA)

Any dispute arising with regard to an employee's claim for a reasonable accommodation shall be resolved through the grievance procedure, which shall be the exclusive remedy. Upon a notice of five (5) days of an intent to grieve, this dispute may proceed directly to arbitration.

ARTICLE XXIII - PROBATION AND TENURE OF TEACHERS

A. For teachers with a date of hire prior to October 31st in said school year, notification of reappointment or termination during the probationary period will be given in writing by no later than April 15th.

B. Teachers who commence employment with the District at the beginning of a school year shall be notified on or before April 15th whether or not they will be recommended for tenure. The teacher will indicate, in writing, by no later than May 15th whether or not he/she will accept the tenure appointment. Teachers who commence employment with the District after the start of a school year shall be notified whether or not they will be recommended for tenure in accordance with the timelines set forth in the New York State Education Law.

C. While Sections A and B provide notification deadlines, nothing herein shall limit the District's rights under the Education law.

D. The tenure areas in the Spackenkill District shall be as prescribed by law.

E. A teacher who is to be dismissed from the District shall be informed by the District in conference with the Superintendent, building principal and/or department head.

F. Probationary teachers whose employment is not continued for the third year or who are denied tenure may, within ten (10) days of such notification, make written request for the specific reasons therefore, which reasons shall be supplied by the District, in writing, within ten (10) days of receipt of the teacher's request. Within ten (10) days of receipt of such reasons such teacher may make a written request for and will subsequently be accorded the opportunity of appearing before the Board for the purpose of informing the Board of his/her position thereon.

ARTICLE XXIV - JOINT TEACHER ADMINISTRATION COMMITTEE (JTAC)

The Joint Teacher Administration Committee shall consist of three unit members and three administrators. The Committee shall meet at the request of either side and make recommendations to the Superintendent for possible solutions to workplace related issues.

ARTICLE XXV - TEACHER MENTOR

At least one teacher in each building shall be identified to serve as a mentor and shall receive annual stipends of \$1,395.82. Effective July 1, 2020, the annual stipend shall increase to \$1,413.69. A mentor shall not have more than one (1) mentee at any given time. Once a ratio of mentor:mentee goes above 1:1, an additional mentor position will be provided at the building and the workload balanced among the mentors.

The Mentor Coordinator shall perform those job responsibilities that set forth in the mentoring plan. Effective July 1, 2019, the Mentor Coordinator stipend shall be \$1,395.82. Effective July 1, 2020, the annual stipend shall increase to \$1,413.69.

ARTICLE XXVI - GENERAL AND MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitment between the District and the Association, and the articles herein may be modified only through the voluntary consent of the parties in a written and signed amendment of this Agreement.

B. This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms. The District will take such actions as necessary to incorporate the provisions of this Agreement into its established policies and practices where applicable.

C. 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, then such provision or application shall be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

ARTICLE XXVII – TERMS AND PROCEDURES FOR CONDUCTING NEGOTIATIONS

The provision of this Agreement shall be effective as of July 1, 2019 and shall remain in effect until June 30, 2021 and from year to year thereafter unless either party shall timely notify the other in writing of an intent to renegotiate. That notice may be submitted no sooner than January 1 of the final year of this Agreement. Negotiations shall commence no later than February 15 of the last year of the Agreement. All issues proposed for negotiations shall be submitted in writing at the first meeting and the parties agree to furnish each other all information necessary for negotiations or the administration of the Agreement.

SPACKENKILL UNION FREE
SCHOOL DISTRICT

SPACKENKILL TEACHERS
ASSOCIATION



Appendix C
Extra-Curricular Activities

CLUB	2019-2020	2020-2021
Anime Club	\$1,179	\$1,194
Art Club		
High School	\$1,179	\$1,194
Middle School	\$1,145	\$1,159
Elementary (Per School)	\$838	\$848
Book Club (Todd)	\$1,145	\$1,159
Book Club (Elementary)	\$838	\$848
Bookstore	\$1,179	\$1,194
Central Treasurer		
High School	\$4,885	\$4,948
Middle School	\$3,728	\$3,776
Chess		
High School	\$1,179	\$1,194
Middle School	\$1,179	\$1,194
Class Advisors		
Senior (Leader)	\$2,415	\$2,445
Senior (Assistant)	\$2,415	\$2,445
Junior (Leader)	\$1,677	\$1,699
Junior (Assistant)	\$1,677	\$1,699
Sophomore	\$1,640	\$1,661
Sophomore (Assistant)	\$1,640	\$1,661
Freshman	\$1,318	\$1,335
Freshman (Assistant)	\$1,318	\$1,335
Computer Club		
High School	\$1,179	\$1,194
Middle School	\$1,179	\$1,194
Elementary (Per School)	\$838	\$848
Current Events	\$1,179	\$1,194
Debate	\$1,179	\$1,194
Drama		
High School (Per Production)	\$3,699	\$3,746
Middle School (Per Production)	\$1,791	\$1,814
Elementary (Per Production)	\$1,257	\$1,273
Musical Director		
High School (Per Production)	\$2,676	\$2,710
Middle School	\$1,709	\$1,730
Elementary School (Per School)	\$1,257	\$1,273