

Contract Exchange



Tarrytown Regional Office Summer Leadership Conference

Crowne Plaza Princeton-
Conference Center

August 17-19, 2022

Presenter:
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NYSUT Labor Relations Specialist

Contract Language Samples

<u>Clause</u>	<u>Page</u>
Important Dates/Deadlines.....	1
Recognition.....	6
Association/Union Rights.....	10
Leaves.....	20
Workday/Work Year/Hours/Class Load.....	38
Graduate/In-Service Credits.....	64
Grievance Procedure.....	76
Drug Testing.....	90

SIGNIFICANT DATES

<u>DEADLINE</u>	<u>SIGNIFICANCE</u>
<u>JULY</u>	
July 30	First payment of Welfare Trust Fund to ACT
<u>AUGUST</u>	
August 1	Names, addresses of new staff members due to ACT (20.2-4)
August 15	Notification by staff to elect their choice of either 20 or 24 salary payments (4.1-2)
<u>SEPTEMBER</u>	
September 1	Health insurance buyout takes effect upon prior request made the previous February 1
September 1	Full health insurance coverage reinstated upon prior request
September 1	New teacher medical information submitted (13.1)
September 1	Part-time teachers pro-rata assignment information to such teachers (21.5)
September 15	Payment to curriculum leaders (23.1)
<u>OCTOBER</u>	
October 1	Last day to submit credits above MA +60 movement application to be effective July 1
October 1	Last day to submit lane movement application to MA +60 to be effective July 1 (eligible once every two years) (8.2)

SIGNIFICANT DATES

DEADLINE

SIGNIFICANCE

October 1

District submits staff list count to
ACT for Welfare Trust Fund coverage (6.3)

October 1

District to supply ACT with teaching
schedules (20.1.7)

October 15

ACT verifies staff list count for
Welfare Trust Fund

October 15

ACT submits dues deduction
authorization (29.2)

October 30

Final payment of Welfare Trust Fund to
ACT

NOVEMBER

November 15

Dues deduction begins (29.5)

November 30

Stipend payment for fall coaches, mentors
and advisors (4.3.3)

November – last pay

Payment of one-half of health insurance
buyout (5.5)

DECEMBER

December 15

Payment of retirement incentive due
to those who elected incentive and
resigned by February 1 (34.1)

December 31

Payment to curriculum leaders (23.1)

JANUARY

January 5

Notification to staff regarding
application for medical insurance buyout

SIGNIFICANT DATES

<u>DEADLINE</u>	<u>SIGNIFICANCE</u>
January 10	Application due for sabbatical (12.3)
January 10	Consultation with ACT re: School Calendar for next year (19.1)
January 15	ACT submits additional dues deduction authorization (29.2)
<u>FEBRUARY</u>	
February 1	Notification to District of intent to retire with retirement incentive (34.1)
February 1	Request for medical insurance buyout for the upcoming year due to District
February 28	Stipend Payment for winter coaches, mentors and advisors (4.3.3)
<u>MARCH</u>	
March 1	Teachers on leave notify Board by certified mail of intent to return (11.1.9)
March 1	Teachers requesting extension of leave to a second year. (11.1.2)
March 1	Non-resident staff request to enroll student(s) in up-coming school year due
March 15	Superintendent notifies sabbatical applicants (12.3)
March 30	Last day to submit lane movement application to be effective February 1 (eligible once every two years) (8.2)

SIGNIFICANT DATES

DEADLINE

SIGNIFICANCE

March 31

Payment to curriculum leaders (23.1)

APRIL

April 1

Teachers desiring a transfer must so inform District (9.3)

April 1

Teachers requesting leave not timed to birth of child (11.1.2)

MAY

May 15

Notification of involuntary transfer (9.4.3)

May 30

Stipend payment for spring coaches mentors and advisors (4.3.3)

May – last pay

Payment of second half of health insurance buyout (5.5)

JUNE

June 30

Payment to curriculum leaders (23.1)

SIGNIFICANT DATES

DEADLINE

SIGNIFICANCE

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Payment to curriculum leaders (23.1)

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Teachers desiring a transfer must so inform District (9.3)

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Notification of involuntary transfer (9.4.3)

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JUNE

June 30

Payment to curriculum leaders (23.1)

ARTICLE I—RECOGNITION

The Board of Education recognizes the Mamaroneck Teachers' Association as the employee organization representing all teachers employed by the School District, as described below, pursuant to Chapter 392 of the Laws of 1967 of the State of New York conferring upon said Mamaroneck Teachers Association the rights accompanying recognition set forth in section 208 of said statute, including the right of unchallenged representation status under the Act for the maximum period permissible by law. For the purposes of this Agreement the terms "teacher" or "teachers" are defined to mean "all members of the professional staff of Mamaroneck Union Free School District including guidance counselors, psychologists, social workers, attendance teachers, nurse teachers, librarians, resource teachers, directors, consultants in home and family life education, speech, science resource, parent education, reading, art, and music teachers, teaching assistants, physical education teachers, department heads and grade level chairmen, and full time nurses but excluding the Superintendent, Assistant Superintendents, Principals and Assistant Principals, and all other employees, the major part of whose duties are of a supervisory nature."

The Association recognizes the Board as the elected representative of the people and as the employer of the professionally certificated personnel of the School District of Mamaroneck, New York.

Nothing contained herein shall be construed to prevent the Board or its officers from the discharge of their duties and responsibilities in accordance with law. Nothing in the Agreement is to be construed as in conflict with existing policies or procedures of the Board of Education unless such policies or procedures have been specifically altered by the terms of this Agreement.

ARTICLE II—NEGOTIATIONS

A. PROCEDURE

Beginning not later than February 1st of the last year of this Agreement, the parties agree to enter into negotiations as to a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours and other conditions of their employment. Such negotiations will also include any matters which the parties mutually agree are negotiable. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Board and the Association.

In the event that the Board adopts a change in policy which affects salaries, hours or any other condition of employment of teachers which is not covered by the terms of this Agreement, the Board will notify the Association.

ARTICLE 1 - RECOGNITION

Cornwall Central School District hereinafter called "the District" hereby recognizes the Cornwall Central Teachers Association, hereinafter called "the Association," as the exclusive negotiating agent for the bargaining unit consisting of all certified personnel, plus school nurses, and excluding teaching assistants, building principals, administrators, and directors. Such unchallenged recognition shall be continuous hereafter unless another employee organization submits to the District a competing claim of such majority support under terms of Article XVI of the Civil Service Laws of 1967 and subsequent amendments (Public Employees Fair Employment Act).

The District agrees not to negotiate with any other bargaining unit organization or individual unit member other than the Association for the duration of this contract subject to the conditions indicated above. It is understood that this in no way limits individual rights as described in the Grievance Procedure.

ARTICLE 2 - GENERAL CONTRACT PROVISIONS

- A. This contract shall constitute the full and complete commitment between both parties and may not be altered, changed, added to, deleted from or modified unless by mutual consent of both parties in a written and signed statement which shall be attached to this contract.
- B. This contract shall supersede any rules, regulations or practices of the District, which may be inconsistent with its terms. The provisions of this contract shall be incorporated into and be considered part of the established policies of the District.
- C. Any individual agreement, arrangement, or contract between the District and a bargaining unit member, heretofore executed, and related to the terms of this contract, shall conform to the terms and conditions of this contract. Any individual agreement, arrangement, or contract hereafter executed and related to the terms of this contract shall be in conformity with the terms of this or subsequent contracts to be executed by the parties and which relate to this contract. In the event such individual agreement, arrangement, or contract which relate to the terms of this contract, contains any language inconsistent with this contract, this contract shall be controlling.
- D. This contract shall be given full force and effect during its term. However, in the event that any provision of this contract or any application of this contract to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid and binding except to the extent

ARTICLE I

PREAMBLE

- 1.1 This Agreement is entered into by and between the Superintendent of Schools of the Ardsley Union Free School District, hereinafter called the District, and the Ardsley Congress of Teachers, hereinafter called the ACT.

ARTICLE II

EMPLOYMENT PRACTICES

- 2.1 The District will hire qualified applicants without regard to race, creed, nationality, religion or sex.
- 2.2 For purposes of this agreement, the words "he" and "she" shall be used interchangeably.

ARTICLE III

RECOGNITION

- 3.1 The District hereby recognizes the ACT as the sole and exclusive bargaining representative for all hereinafter-named certified instructional employees, including all:

1. Classroom Teachers
2. School Psychologists
3. Librarians
4. Speech Pathologists, Occupational Therapists, Physical Therapists and similar service providers
5. Guidance Counselors
6. Social Workers
7. Permanent Substitutes
8. Registered Nurses
9. Athletic Trainer
10. Camp Director/ Assistant Camp Director

Excluded are all:

1. Per Diem Substitute Teachers
2. All personnel having supervisory/administrative duties

- 3.2 Unless otherwise indicated, the term "teacher" when used in this agreement shall refer to a member or members of the unit as heretofore defined.

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (*the Public Employees' Fair Employment Act*), to encourage and increase effective and harmonious working relationships between the Carmel Central School District of the towns of Carmel, Kent, Southeast, Patterson, Putnam Valley, and East Fishkill (*hereinafter referred to as the "Board"*) and its professional employees represented by the Carmel Teachers' Association (*hereinafter referred to as the "CTA"*), and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Carmel Central School District. This agreement is made and entered into on this day of July 1, 2014, by and between the Board and the CTA and shall remain in effect through June 30, 2022.

ARTICLE I - RECOGNITION

The Carmel Board of Education hereby recognizes the Carmel Teachers' Association as the exclusive negotiating agent for all non-administrative certificated professionals, plus director of music, guidance counselors, social workers, psychologists, registered nurses, licensed practical nurses, occupational therapists, certificated occupational therapist assistants, physical therapists, physical therapist assistants, and athletic trainer. Excepted from the unit are members of the Administrative staff, which consists of the Superintendent of Schools, Assistant Superintendent for Instruction and Personnel, Assistant Superintendent for Business, Director of Pupil Services, Assistant Director of Pupil Services, building principals, assistant principals, deans of students and Athletic Director/Director of Physical Education/Health. The Board agrees not to negotiate with any other teacher organization other than the CTA.

ARTICLE II - DUES AND PAYROLL DEDUCTIONS

A. DUES DEDUCTION

1. The Board of Education of Carmel Central School District agrees to deduct from the salaries of its employees dues for the CTA, the New York State United Teachers, and its national affiliates, as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the CTA. The CTA will accept the responsibility to provide a clerk with the names and authorization cards of teachers and deductions to be made. Teachers' authorization forms must be in writing.

"Pursuant to Chapter 392, Laws of 1967, I hereby designate the Carmel Teachers' Association (Local CTA) as my representative for the purposes of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such CTA to deduct from my salary and transmit to the CTA indicated below the dues as certified by the respective CTA. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authorization shall be continuous while employed in this school system or until withdrawn by written notice."

- B. Each building in which teachers perform their duties shall have at least one (1) room permanently designated as "Teachers' Room." Teachers shall be able to use this room while studying, preparing for classes, eating lunch or relaxing. The use of this room shall be unencumbered by such special services as psychological testing or conferences, parent conferences, and workshops or meetings during the school day.

ARTICLE IX: Association Rights

A. Use of Buildings

The Association will have the right to use school buildings including office space if available, without charge at reasonable times of any day or evening for its meetings and other business, provided that such will not conflict with previously scheduled school events or create an additional cost.

B. Faculty Bulletin Boards

There will be faculty bulletin boards in each school building in the school system for the exclusive use of the Association. At least one (1) faculty bulletin board will be installed in each new building. No organization representing or purporting to represent employees in the employer-employee unit represented by the Association shall have the use of the bulletin boards and/or the school internal communication facilities except the Association and its affiliates.

C. Interschool Mail and Mailboxes

The Association shall be allowed the use of interschool mail facilities and faculty mailboxes for official Association business.

D. Association Space Use

The Association may be provided a room in the school system, subject to approval of the Board and when space permits. Phone installation and service costs will be paid by the Association.

E. Use of Equipment

The Association shall be charged the District's actual cost of the paper used for photocopying and printing all Association material.

F. Teaching Load of Association Officers

Effective July 1, 2003, the President's release time shall be increased to a full time equivalent of .6 of a teacher work day. Effective the September prior to commencement of negotiations for a successor collective bargaining agreement, said release time will be

increased by an additional .2 of a teacher work day. Said additional time shall terminate coincident with the end of the school year in which settlement occurs.

The Association shall have the right to divide the current release time permitted other Association officials (0.4 FTEs), provided that it is not used to increase the Association President's release time.

G. Orientation Day

1. The Association officers and representatives shall have the right to appear and speak to new teachers during New Teacher Orientation.
2. The Association officers and representatives shall have the right to appear and speak for a period of one (1) hour at the end of the first or second day of Superintendent's Conference days held immediately prior to the arrival of students in September.

The Superintendent of Schools shall make a reasonable effort to allow for this time to occur on a day in which teachers are all centrally located in one building.

- i. In the event the Association addresses teaching staff on a date in which the teachers are centrally located, the teachers shall be released at 2:00pm to attend the Association's meeting.
 - ii. In the event the Association addresses teaching staff on a date in which the teachers are not centrally located, the teachers shall be released for travel time in order for the teachers to arrive at their meeting by 2:00pm, in accordance with the provisions set forth in Article XI, §F(3).
 - iii. Notwithstanding the foregoing, the parties herewith acknowledge that the Superintendent shall have the sole discretion to determine which of the two (2) Superintendent Conference Days the Association will address the staff.
3. The Superintendent of Schools shall note the Association meetings on the Superintendent Conference Day Agenda and the New Teacher Orientation Day Agenda.

H. Teacher Information Meeting

The Association officers and its representatives will be permitted the right to inform teachers of their rights under the Taylor Law at a scheduled meeting each year.

ARTICLE X: Student Discipline & Teacher Protection

1. The Board recognizes the responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the school district.

5. The Board agrees to deduct from salary premium payments due the insurance company sponsored by NYSUT. All requests for deductions must be in writing. Such authorizations shall be continuous unless revoked in writing. The Board is relieved of any responsibility for such monies after transmittal to NYSUT or its designee.
- B. Pursuant to Section 208.3 (b) of the Civil Service Law, the Board agrees to deduct from the wages of all members of the bargaining unit represented by the Association who have not filed dues deduction authorizations with the Board an amount equivalent to the amount of dues levied by the Association and to remit the sums so deducted to the Association except that any member of the bargaining Association who was in the employ of the Board on January 19, 1982 and who was not a member of the Association on that date shall not be required to pay dues. The pay periods for such deductions shall be in accordance with paragraph A above.
- C. The Board is relieved of any responsibility for such monies after transmittal to the Association.

ARTICLE III - ASSOCIATION RIGHTS

- A. Use of School Facilities
 1. The Association shall have the use of school buildings at reasonable times and without cost for Association meetings upon the request to the school office.
 2. The Association shall have the use of specified bulletin boards at all campuses as agreed to by the Association and Superintendent, staff mailboxes and salary mailings for the distribution of notices, circulars and other material, with the knowledge and consent of the Superintendent. No member of the administration or clerical staff will assume responsibility for the posting or distribution of such material.
 3. The Association shall be provided with a file cabinet and access to internet service to the extent available.
- B. Negotiation Meetings: If negotiation meetings between the Board and the Association are scheduled by mutual agreement during working hours, not more than seven (7) or less than three (3) representatives of the Association shall be relieved from regular duties without loss of pay to attend such meetings, with coverage provided for their classes. Such meetings in no event will be scheduled so as to unreasonably interfere with the school program.
- C. The Board will not discriminate against any member of the bargaining unit by reason of his or her membership or participation in the activities of the Association or his or her exercise of rights granted by this Agreement or by Law.

- D. Representation: Any employee, who is the subject of a potential disciplinary action and is scheduled to meet with an administrator or be questioned, will have the right to be accompanied to the meeting or questioning by a Association representative. Such representation will not interfere with the employer's legitimate prerogatives in conducting such investigation. The employer's right to a timely investigation shall not be jeopardized by unnecessary or undue delay, and in no event shall the delay be more than 24 hours. Such representation shall not apply to the employer's conduct of non-investigatory or non-disciplinary meetings with staff.
- E. Leave of Officers: The officers of the Association shall be entitled to a combined total of ten (10) days leave per year without loss of pay to attend to organizational matters. An officer requesting such leave shall give seven (7) days prior notice of the use of such days to the Superintendent, when possible. These days may be taken on the same day by the officers of the Association, or singly.
- F. Election as Retirement System Delegate: If a member is elected as a delegate to the New York State Retirement System, the Board shall pay his or her expenses to attend a meeting of such delegates once a year.
- G. The President of the Association will be provided copies of the Board minutes within five (5) working days of the Board's approval of said minutes.
- H. Proposed changes in the handbook will be shared with the local president. The notice will enable the Association to react with recommendations before any rules are voted on by the Board. All subsequent editions of the handbook will be dated.
- I. There will be separate seniority lists for the Westchester campuses (1) and Kaplan Academy (1). The District will provide the Association with complete seniority lists by October 15 of each school year and updated lists prior to the first summer school posting in the spring.
- J. The Association President shall be excused for up to three hours per week to conduct Association business. The building administrator shall be notified prior to use and a log of time taken will be maintained for administrative purposes

ARTICLE IV - HOURS AND LOAD

A. Work Day

- 1. The basic workday shall be a consecutive 6 hours and 45 minutes and shall run from 8:00 a.m. to 2:45 p.m. Actual classroom time shall be not more than the Commissioner's Regulations.
 - a. For new staff: At the time of hire, administrators will discuss with prospective staff members a work schedule reflecting the new school

ARTICLE 3 – Rights of the Congress

- A. The Congress may use school buildings at reasonable times and without cost for business of the Congress. Request for use of a building shall be made to the building principal in advance, and such use shall not interfere with any scheduled school programs or activities.
- B. The Congress may distribute materials dealing with the proper and legitimate business of the Congress through teacher mailboxes and e-mail.
- C. The Congress may utilize bulletin board space in a designated area in each school building for the exclusive purpose of posting material dealing with proper and legitimate business of the Congress.
- D. The Congress desires to establish the kind of cooperation with the District which reflects mutual understanding. In order to achieve this, the Congress will send a copy of the agenda of its general meetings to the District, and the District shall send to the Congress a copy of the official agenda of each regular Board of Education meeting when it is released to the public.
- E. The District and the Congress shall cooperate in making available appropriate records and survey statistics for the purpose of joint examination in the mutual endeavor to maintain or to reach a satisfactory agreement.
- F. Having notified the principal in advance, the Congress shall have the opportunity to use a short period for Congress business after the conclusion of any faculty meeting.
- G. The District shall bear the cost of reproducing this agreement. The contract shall be made available in electronic format on the district's web site. Fifty hard copies shall be made available for the executive committee of the CCT. Unit members may request a hard copy from the Office of Human Resources.
- H. Office space of not less than 120 square feet for the keeping of Congress records and conduct of Congress business shall be provided free of charge in a district-owned school building. The Congress may install and maintain a telephone with an automatic answering device in this space and/or the home school of the Congress President at Congress expense.
- I. For the performance of the duties of the office, the Congress President shall have an adjusted teaching load. Such adjusted load shall consist of either up to 20 days of released time or a mutually agreed upon equivalent to be utilized by the President or designee, a reduced teaching load where mutually convenient and agreeable to the Congress President and the building principal, or, at the elementary level, a reduction in classroom duties as agreed to by the President and the principal. When the terms of this Agreement require the presence of the President in legal or grievance procedures, it shall be the responsibility of the building principal, upon prior notice, to provide coverage of the President's classes. The Congress President shall not be

required to have any extra duties. For the performance of the duties of the office, the Congress Vice President shall be provided with up to five days of release time or a mutually agreed upon equivalent to be used by the Congress Vice President, who may also be a President's designee.

- J. The Congress and the District agree to work cooperatively to provide educational programs and educational quality in the most cost-effective ways. Determination of staffing shall be the responsibility of the District, but the Superintendent of Schools agrees to:
1. Inform the Congress when staff reductions are seriously contemplated prior to any public announcement and to consider the recommendations of the Congress for constructive staffing patterns.
 2. Secure staff reductions, whenever possible, through attrition, while maintaining the teacher-student ratios provided for in Articles 11 and 12.
 3. Provide any tenured teacher whose position is eliminated through staff reduction with one month of severance pay at 1/10 of BA Step 1 for each two years of District service to a maximum of four months, and one month of medical insurance coverage for each two years of district service to a maximum of five months. Once new employment is found, both severance pay and insurance will cease.
- K. Congress building representative in each building shall be provided with an up-to-date copy of the District's Administrative Regulations. The District shall provide the Congress with copies of changes made in those regulations.
- L. The Congress shall be granted up to 12 additional days for official Congress business, for which the Congress shall reimburse the District for the cost of substitutes when necessary.

ARTICLE 4 – Dues Deduction

- A. The District will, if so authorized, deduct from the salary of any Unit II employee, dues for the Congress. Teacher's initial authorization shall be in writing on the Payroll Deduction Authorization Form. Dues deduction authorization shall be continuous from year to year unless the teacher submits written revocation by October 12 of the applicable year.
- B. At least 15 days prior to the commencement of payroll deductions, the Congress shall certify in writing to the District any change in the membership dues of the Congress.
- C. No later than two weeks prior to the first payroll date in November, the Congress shall provide the District with a supplementary list of those employees who have voluntarily authorized the District to deduct dues for the Congress on the original Payroll Deduction Authorization Form.

SECTION I – PARTIES

This agreement, entered into as of the 1st day of July, 2021, by and between the Board of Cooperative Educational Services, Sole Supervisory District of Putnam and Westchester Counties, hereinafter referred to as the “Board,” and the United Staff Association, Local 3072 NYSUT-AFT, hereinafter referred to as the “Association,” is made pursuant to Article 14 of the Civil Service Law (Taylor Act). This agreement covers the period of July 1, 2021 through June 30, 2024.

SECTION II - UNIT

The negotiating unit is defined as: all certificated employees, teaching assistants, adaptive equipment specialists, teacher aides, bus attendants, school nurses, licensed practical nurses, physical therapists, occupational therapists, therapy assistants, and lifeguards, excluding all other employees, administrators, supervisors, off-schedule personnel, temporary personnel, and per diem personnel. The term teacher is defined as certificated employees paid on the certificated salary schedule.

SECTION III - RECOGNITION

The Association has been recognized as the exclusive bargaining agent for the above-defined unit.

SECTION IV - RIGHT TO ORGANIZE

A. The Board recognizes the employees’ rights under Section 202 of the Civil Service Law which provides as follows: “Public employees shall 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.”

B. Employees shall have the right, freely and without fear of penalty or reprisal, to form, join, or assist a labor organization or to refrain therefrom and to participate through a representative of their own choosing in negotiations concerning salaries, hours, and other terms and conditions of employment.

SECTION V - DUTY TO REPRESENT

The Association agrees to admit to membership certain classified and/or certificated personnel on the staff of the Board without discrimination as to race, religion, national origin, sex, marital status, or department and to represent equally all members of the negotiating unit.

SECTION VI - RIGHTS OF THE ASSOCIATION AND GENERAL COMMUNICATIONS

A. The Association may use rooms in Board-operated school buildings for its regular meetings scheduled on the second Tuesday of each month, September through June. Request for use of such facilities shall be made to the Assistant Superintendent for Administration in advance, in accordance with Board policies and regulations. This same procedure shall be used for additional meetings.

B. The Association may utilize bulletin board space in a designated area in each Board-operated center for the exclusive purpose of posting material dealing with proper and legitimate business

of the Association. Final arrangements are to be made in each case with the Director in charge of each center.

C. The Board shall provide a single mailbox in each Board-operated facility for the purpose of Association correspondence. Exact location, size, and accessibility shall be determined by the Director of the program operating the facility. The Association may use employee mailboxes in Board-operated facilities. The Association agrees to provide the District Superintendent with a copy of any material placed in such mailboxes when the material reaches the Yorktown Heights campus.

D. The Board shall duplicate this Agreement with the cost shared equally between the Board and the Association. The format of the Agreement shall be jointly determined by the Board and the Association.

E. The Board shall provide a room for use by the Association as an office with internet access. Telephone service in the room, if any, shall be at Association expense.

F. Representatives of the Association shall meet on a monthly basis with the Executive Director of Human Resources to discuss matters of mutual concern, such as staff meetings, the problem of ill children in the classroom, requests for variances, and so forth. The Board agrees to share all available public data and documents with the Association relating to the topics discussed at such monthly meetings. If the parties mutually agree that a particular monthly meeting is not necessary, it may be cancelled.

G. The President of the Association shall be relieved of all non-instructional duties, such as bus duty and lunch duty. The Union president shall be entitled to a minimum of 40 minutes release time during the day to address Union-related issues. A Union president whose work period is greater than 40 minutes can be granted additional release time with the authorization of the District Superintendent or designee.

SECTION VII - NEGOTIATIONS DURING SCHOOL HOURS

Ordinarily, negotiation sessions shall occur after regular school hours. If, however, joint meetings of the negotiating committees of the Board and the Association are held during the school day, members of the Association negotiating committee shall be released from their regular duties without loss of pay or charge to their sick or personal leave days.

SECTION VIII - LEAVE TO ATTEND ORGANIZATIONAL MEETINGS

A. The District Superintendent, or his designee, may grant any reasonable request for leave for Association officers and other representatives to attend meetings, workshops, and conferences held by NYSUT and AFT. Such leave shall be without loss of pay or charge to sick or personal leave.

B. Leave to conduct relevant Association business will be granted to officers and other representatives of the Association by mutual consent of the District Superintendent and the President of the Association.

SECTION IX - PERSONAL BUSINESS LEAVE

Full-time salaried employees shall be granted personal business leave without loss of pay during each employment year not to exceed five days. Personal business leave shall be prorated for part-time salaried employees. Unused personal days shall be converted to sick days at the end of the school year.

B. Deductions referred to in Section "A" above shall be made in the following manner: The total annual membership dues for those designated professional associations, certified as mentioned above, shall be deducted in equal paycheck installments as determined by the Association. In the event of termination of employment, the District shall deduct dues on a pro-rated ten (10) month basis based on the amount of time worked.

C. The Association shall provide the District with a list of the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues for the Association.

D. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association.

E. It is recognized that proper negotiation, administration of collectively negotiated agreements, and providing necessary supportive services entail expense to the Association as exclusive representative of the employees in the bargaining unit. To provide for the fair and equal distribution of this financial burden, it is agreed that said expense should be shared by all employees in the unit benefiting from such agreements.

F. The District shall provide for unit members to participate in the NYSUT Benefit Trust Payroll Deduction Program.

ARTICLE IV. ASSOCIATION RIGHTS

A. The Association shall have the right to use the areas in school buildings for legitimate Association meetings provided there is no interference with any scheduled school activities. The areas provided by the District shall be adequate to house the needs of the Association. All requests for building use shall conform to Board rules and regulations, provided, however, that there will be no cost to the Association for such meeting as long as no overtime custodial cost to the District is involved. In the event overtime custodial cost is involved, it shall be shared equally by the Association and the District.

B. The Association may distribute materials dealing with proper and legitimate business of the Association through the teachers' mailboxes, provided said material is properly identified, the Association assumes all liability for its contents, no District personnel is used unless required to do so by the building principal, and a courtesy copy is given to the building principal and the Superintendent.

C. Prior to the completion of the first month of school, the Association shall propose one day in each month to be set aside for after school Association meetings. The District shall attempt to accommodate said requests provided they do not interfere with the orderly operations of the buildings affected.

D. Both parties to this Agreement shall comply with reasonable requests for available data, excluding confidential material, which is relevant to the processing of any grievances or to the negotiations of a successor agreement. Such available data shall be provided on an "at cost" basis by both sides.

E. The Association shall have the right to make a presentation at the new teacher conference.

F. One delegate shall be permitted up to a maximum of three (3) days' leave with pay for attendance at the annual Association Convention. One additional Association representative may be released up to a maximum

of three (3) days with pay for attendance at the annual Association Convention provided the Association reimburses the District for the cost of the substitute, including fringes.

G. The President of the Association or his/her designee shall be permitted three (3) days per year with pay for Association business, including Committee of One-Hundred Activities, provided the Association reimburses the District for the cost of the substitute.

ARTICLE V. REDUCTION IN FORCE

The Superintendent shall notify the President of the Association of the District's intent to reduce or abolish positions within the bargaining unit prior to any formal recommendations to the Board of Education.

Such notice shall be made as soon as practicable in an effort to permit as full and complete discussions on this topic as are reasonably possible prior to the formal recommendations.

Upon request, the Superintendent and/or his/her designee(s) shall meet and discuss these matters with the President of the Association and/or his/her designee(s).

The District shall provide the Association with an updated seniority list at least thirty (30) days prior to any reduction in force.

ARTICLE VI. SCHOOL CALENDAR

A. The Association may submit its recommendations for the school calendar to the Superintendent by December 1. The District shall submit a copy of the proposed calendar to the Association before final adoption by the Board. The proposed School Calendar shall be reviewed by the Labor Management Committee, for its non-binding recommendation, prior to Board approval of the School Calendar.

B. The District shall continue the school calendar as promulgated. In the event one of the scheduled snow days is not used for that purpose, then the District shall use it to extend the Memorial Day weekend.

C. The District may, at its discretion, schedule three (3) professional activity days each year and an optional, voluntary, fourth day for activities of a sub-group(s) of unit members as approved by the District, beyond the regular school calendar, using the school year 1983-84 as a model for said regular calendar. Such days shall be scheduled between September 1 and June 30 and shall be no longer than six (6) hours, inclusive of a thirty minute meal break. The District shall give consideration to scheduling these days immediately following the close of school or immediately prior to the start of school. Notwithstanding the above, professional activity days may be used during the last week in August of 1991.

The District may schedule professional activity days for certain sub-groups of teachers or the entire teaching staff, provided that notification of the date(s) of such days is given to teachers no later than February 14th for said days to be considered mandatory for the designated sub- groups or the entire teaching staff.

Notification of professional activity days after February 14th shall result in those days being optional and voluntary.

the District directly to NYSUT.

ARTICLE VI-LEAVES

A. Personal, Sick, Family Business, etc.

1. Effective September 1, 1995, each full-time teacher will be credited with 19 leave days at the beginning of each school year. Part-time members of the bargaining unit will be credited with a pro-rata number of leave days based on his/her load.
2. Leave days, other than leave days taken for personal illness, may not be used immediately before or after a holiday or school recess or during state assessments, regent exams or graduation without the prior approval of the Superintendent. If a member takes a leave day (or leave days) for personal illness immediately before or after a holiday or school recess, or during state assessments, regent exams or graduation, he or she may be required to provide a note from a physician at the discretion of the Superintendent. Although the Superintendent of Schools may inquire as to the general reason for any use of leave days (i.e., personal illness, medical, legal, family illness, etc.), he will continue to respect the integrity of the teaching staff.
3. Leave days unused by the end of the school year shall be accumulated up to a maximum of 275 days. It is understood that this accumulated bank may only be used for personal illness.
4. Deductions for unauthorized absences, or absences beyond the number of accumulated leave days, shall be computed at the teacher's per diem rate.
5. In cases where a teacher is absent in excess of the number of leave days accumulated, the Superintendent of Schools shall ordinarily make a salary deduction in accordance with paragraph (4). If requested by the teacher, however, in a case of extended absence, the Superintendent of Schools shall have the discretion to charge up to ten days of excessive absence against the following year's leave.
6. Upon your return from an absence for personal illness exceeding five (5) work days, the Superintendent of Schools may request a note clearing you to return to work without restrictions from a physician.

B. Safety Clause

1. For student-related physical injury only, pay will be continued without charge to sick leave as follows:
 - a. First five (5) working days full pay
 - b. Sixth (6th) day and thereafter to a maximum of the end of the semester in which the injury occurs, the difference between full pay and benefits receivable under Workers' Compensation and/or LTD policy.
2. The obligation beyond the first five (5) full working days arises only if Workmen's Compensation is awarded. The obligation beyond the first ninety (90) calendar days arises only if LTD benefits are granted.
3. Payment hereunder shall not be considered an admission of liability for the injury by the District or the student.

C. Child Care Leave. Teachers shall be granted child care leave for a period of one or two years, the exact length to be decided by the teacher and the Superintendent of Schools and approved by the Board. Reinstatement after child care leave will take place at the beginning of the school year or at the beginning of the second semester. The return date for the unit member shall be the date closest to the end date of the unit member's child care leave. Unit members who take child care leave will not be precluded from returning to teach summer school at the end of their child care leave.

D. Professional Conference. Teachers shall be permitted to take one day off to attend the Westchester AFT Conference. One teacher shall be permitted to take two days, and one teacher shall be permitted to take one day, to attend the NYSUT convention.

E. Bereavement Leave. A teacher may take up to three days during the year for a death in the immediate family. Immediate family is defined as spouse, child, parent, mother-in-law, father-in-law, sibling, grandparents and other members of the household. The Superintendent may request proof of a death in your immediate family (newspaper obituary notice, death certificate, funeral program, remembrance card, etc.) upon your return.

F. Sick Bank

1. The Sick Leave Bank shall be maintained by the Association for the use of full-time teachers employed for greater than six (6) months, who are members, and have used up their accumulated leave days. A committee, established by the Association shall administer the Sick Leave Bank. The Union will provide the District with a listing of the members of the Sick Leave Bank committee no later than October 15th of each school year.
2. Any full-time teacher who contributes one day of his/her accumulated leave shall be a member. Contributions shall be made at the beginning of each school year as deemed necessary by the Association. Contributions are not mandatory, but once made may not be withdrawn. Unused days in the bank at the end of the school year shall be carried over to the following year.
3. Teachers employed for greater than six (6) months may withdraw days from the sick leave bank provided they are members, have exhausted their accumulated leave and meet the following criteria:
 - a. This benefit shall only be used by members of the sick leave bank.
 - b. This benefit shall extend to instances of catastrophic illness or injury; and
 - c. The sick leave bank committee shall make all determinations with regard to whether and for how long a member is eligible to utilize the sick leave bank. All determinations of the committee shall be final.
4. The Union shall submit an annual accounting on the status of the Sick Bank to the Superintendent.
5. Any days over 275 accrued by a member of the sick leave bank shall automatically be transferred to the sick leave bank by the District.
6. The maximum number of days which the sick leave bank may issue in any school year is 200.

G. **FMLA.** All teachers are entitled to the benefits of the Family and Medical Leave Act. A Unit member may reserve up to five (5) days of paid leave that will not run concurrently with the use of FMLA leave to be used one (1) time in a 12 month period.

H. **New York State Paid Family Leave Act.** The Union reserves the right

to add a proposal addressing the implementation of the New York State Paid Family Leave Act (A. 3870/S. 3004) as and when it becomes effective.

ARTICLE VII - LOSS REIMBURSEMENT FUND

- A. The District agrees to establish a Loss Reimbursement Fund in which teachers and other employees of the District will be eligible to participate. The sole purpose of the Fund will be to reimburse participating District personnel for damage to their personal property that occurs on School Grounds between September 1 and June 30 of each school year or during a summer school session, as the result of action by a student.
- B. An employee may participate in the Fund by executing, on or before September 1 of each year, a written authorization instructing the District to deduct one dollar (\$1.00) from the employee's salary each month, to be deposited in the Fund. The District will contribute one dollar (\$1.00) to the Fund for each dollar contributed by an employee.
- C. The Fund shall be administered by the District and will be held in a separate interest-bearing account. Within sixty (60) days of the conclusion of each school year, the District will provide the Union with an accounting of all contributions to and expenditures by the Fund during the preceding year.
- D. Claims for reimbursement from the Fund must be submitted in writing by the participating employee to the Superintendent of Schools within fifteen (15) days of the date on which the property damage occurred. Claims must detail the nature, cause, and time and place of the damage; the name(s) of witness(es) to the damage; the name(s) of the student(s) who caused the damage; proof of loss; and a statement as to what portion, if any, of the loss was, or will be, reimbursed by private insurance. Reimbursement will be paid only for property damage that occurs between September 1 and June 30 or during a summer session worked by the claimant; only in cases where there is proof (consisting of eyewitness observation or admission by the student), satisfactory to the Superintendent, that the damage occurred on School Grounds and was caused by a student; and only for losses not reimbursed by insurance. The Superintendent, in his sole discretion, shall determine whether a claim is eligible for reimbursement from the Fund.

ARTICLE XIILEAVES OF ABSENCE**A. Sick Leave**

1. Each teacher hired before July 1, 2015 shall be granted fifteen (15) days per year sick leave for personal illness, without salary deduction, cumulative to 190 days without the 160-Day Option, or cumulative to 160 days with the 160-Day Option with an additional 30 days contributable to the sick bank. For those teachers with at least twenty (20) years experience in any school system, sick leave shall be thirty (30) days a year, cumulative to 190 days without the 160-Day Option or cumulative to 160 days with the 160-Day Option, with an additional 30 days contributable to the sick bank. Once a teacher who has acquired at least twenty (20) years of service in any school District reaches 190 days, he or she shall thereafter be entitled to twenty (20) days a year, regardless of whether or not the accumulated days fall below 190 without the 160-Day Option or 160 with the 160-Day Option.

Each teacher hired on or after July 1, 2015 shall be granted fifteen (15) days per year sick leave for personal illness, without salary deduction, cumulative to 190 days. For those teachers with at least twenty (20) years experience in any school system, sick leave shall be thirty (30) days a year, cumulative to 190 days. Once a teacher who has acquired at least twenty (20) years of service in any school District reaches 190 days, he or she shall thereafter be entitled to twenty (20) days a year. Teachers hired on or after July 1, 2015 shall only be paid out for 120 days of unused sick days.

2. A doctor's note may be required after a unit member is absent for four (4) consecutive days, or if there is a pattern of abuse.
3. For illness in the immediate family involving a person for whom the teacher is responsible, a maximum of fifteen (15) days of the teacher's accumulated sick leave shall be granted. Requests for additional leave for this purpose must be submitted to the Board for approval.

B. Personal Days

1. Each teacher shall be allowed two (2) personal leave days per year without deduction in pay in accordance with the remainder of this article. Any unused personal leave shall become additional accumulated sick leave effective at the end of each academic year.
2. Personal leave shall be defined as leave necessary for the conduct of personal or legal business which cannot be conducted at any other time during the day or week except when the teacher is working.

3. Notice of personal leave days shall be made on the appropriate form. No statement of reason shall be requested unless the day requested is before or after a holiday or recess period, or during the first and last week of school.
4. Except in cases of emergency, notice of personal leave days shall be given to the building principal at least five (5) days in advance. Receipt of said notice will be acknowledged no later than the school day prior to the requested leave.
5. Unit members may use up to three sick days from existing accruals for personal leave annually. Provisions 1, 2, 3, and 4, will apply to these days. Only two consecutive days may be taken together.

C. Death in Family

There will be no deduction in pay for five (5) consecutive days of absence because of the death of an immediate family member. (Immediate family shall include the teacher's spouse, domestic partner, children, parents, foster parents, parents-in-law, brothers, sisters, grandparents and any other person for whose financial or physical care the employee is principally responsible.) In case of extreme need, the Superintendent will grant additional time. Unit members may use one sick leave day annually from existing accruals to attend services for the death of a non-immediate family member or close family friend.

D. Graduation Exercises

Upon written request to the Superintendent, any teacher may be granted a leave of absence without deduction in pay in order to attend their own secondary or post-secondary graduation exercises or those of their son, daughter, husband, wife or domestic partner. Such leave may be of one (1) day's duration. Where extended travel is required, an additional day or more may be granted at the discretion of the Superintendent. The application should be submitted at least two (2) weeks prior to graduation.

E. Paid Leaves for Other Purposes

Leaves of absence not chargeable against the teacher's sick leave shall be granted for the following reasons:

1. Upon proof of necessity, leave for jury duty or court attendance for other than personal reasons shall be granted. The employees involved will be expected to carry on their regular duties when not obligated to be in court. The length of absence will depend upon the extent of the demand made by the court. Jury duty pay excluding expenses shall be returned to the District.
2. Leave shall be granted when a certified employee has been subpoenaed as a witness in any case connected with the teacher's employment or the school.
3. Leave shall be granted for approved visitation to other schools or attendance at conferences and professional meetings.

4. Leave shall be granted when attending any function requested by the administration.
5. Leave shall be granted to teachers enrolled in summer graduate programs which start before the end of the school year, provided the teachers have fulfilled all of their obligations and responsibilities to the District. If the teachers cannot fulfill their duties to the District before they leave for summer courses, they will receive a deduction of 1/200th of their annual salary for each day of early leave.
6. Leave shall be granted for individuals required to take the selective service physical examination during school hours.

F. Unpaid Leave

Requests for unpaid leave shall be submitted in writing to the Superintendent by March 1st for leave beginning the following September. The District will notify the applicant of approval or rejection in writing on or before April 1st. Such teacher may continue insurance at the teacher's own expense.

G. Child Care Leave

1. A teacher can apply for up to 24 months of child care leave without pay.
2. Ordinarily, certified personnel on child care leave may return to the system only at the beginning of the school year and must notify the Superintendent by March 15 of their intention to return to work in September.
3. After returning from child care leave, certified personnel will resume their place on the salary scale as follows:
 - a) on the succeeding step if the employee completed half or more of the last year of teaching;
 - b) on the same step if the employee completed less than half of the last year of teaching.
4. Granting of child care leave shall not result in loss of tenure rights.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Definitions

As used herein:

1. "Employee" means any person who is covered by this Agreement.
2. "Grievance" means a claimed violation, misinterpretation or unfair application of any provisions of this Agreement, or of any rule, regulation, procedure, or

BTA Contract July 1, 2021 – June 30, 2024

on July 1, 2019, \$372.50 per teacher payable on October 1, 2019, \$372.50 per teacher payable on January 1, 2020, and \$372.50 per teacher payable on April 1, 2020.

- D. For the 2020/2021 school year, the District shall contribute to the Fund an annual rate of \$1,490 per member payable on a quarterly basis with \$372.50 per teacher payable on July 1, 2020, \$372.50 per teacher payable on October 1, 2020, \$372.50 per teacher payable on January 1, 2021, and \$372.50 per teacher payable on April 1, 2021.

ARTICLE 27 – Tax-Sheltered Annuities and Credit Union

- A. The District agrees to enter into a written agreement with any teacher during the months of September and January to reduce the annual salary for the purpose of purchasing a tax-sheltered annuity for the teacher. The District reserves the right to limit the number of additional companies to be selected by employees.
- B. The District and the Congress assume no fiduciary responsibility for such tax-sheltered annuities, and they shall not be held liable for the performance or management of such funds. District expense and involvement shall be limited to clerical expense required for making payroll deductions and subsequent remittance to the appropriate insurance company.
- C. A teacher may direct the District to forward monies withheld through payroll deduction to the Hudson River Teachers Federal Credit Union or an alternative mutually agreed upon by the Congress and the District. Notice to initiate, change or cancel this action must be made in writing by the teacher during the months of September and/or January.
- D. Upon retirement, payment for accumulated sick days will be paid in the form of an employer non-elective direct contribution into a Section 403(b) Tax Sheltered Annuity.

LEAVES OF ABSENCE

ARTICLE 28 – Sick Leave

- A. Any teacher, absent on account of personal illness or any quarantine regulation of the Board of Health, shall be entitled to full salary for up and including (15) days during a school year which may be accumulated to a maximum of 200 days, except as hereinafter provided.

Up to (5) days of personal sick leave shall be transferrable for use on an annual, non-cumulative basis for a family illness. Family encompasses an employee's spouse, children, parents, siblings, grandparents, grandchildren and in-laws.

In the event that a teacher is going to become a parent through adoption or surrogacy, the teacher may convert up to 15 sick days to personal days to be used consecutively in conjunction with this event. For the same event, the teacher may also utilize assigned personal days, but is not eligible for family illness or emergency leave bank days unless there are extenuating circumstances.

In addition, (1) day of personal sick leave may be converted for use as a personal leave day, provided the teacher has already used all (3) regularly provided personal leave days, and provided the teacher makes the request and specifies the reason on the personal leave form at least three days in advance to the building principal (The three day notice provision may be waived by the Principal in the event of an emergency). This request must be approved in advance by the building principal, and must meet the same criteria and follow the same process as described for days requested immediately adjacent to holidays or vacations in Article 29 (A) of this agreement.

Should the sick leave be covered under the provisions of pension or compensation law, only the difference between the employees' salary and that compensation paid by the other agency shall be paid by the district.

- B. Any teacher whose current sick day accumulation is equal to or exceeds 200 days may accumulate up to a maximum of fifteen (15) additional days each year of this agreement with an upper limit for forty-five (45) additional days.
- C. Regularly approved leaves, including leaves of absence, educational leaves and parental leaves, shall be construed to provide retention of accumulated sick days for use upon return to full-time service in the District. Said days may not be accumulated during the period of such approved leaves.
- D. A sick leave bank shall be created upon the contribution of sick leave days by the Congress and the District. All teachers will have two sick days deducted from their totals, in their first year in the district, and shall be eligible for participation in the sick bank. The District shall contribute one day for each two days of teacher contribution up to 225 days from available teacher accumulated sick leave in excess of 200 days. The bank shall be administered by a committee of two (2) administrators appointed by the District and two (2) teacher representatives appointed by the Congress who shall act upon withdrawals. Withdrawals from the sick leave bank shall be limited to teachers who are involved in extended or disabling illnesses which

are not covered under workmen's compensation insurance or accidents and who have exhausted their sick leave time. The maximum withdrawal by any one teacher from the bank shall be 300 days.

The bank shall be renewable once the reserve falls below 50% of maximum contribution. The renewal shall be subject to the ratio as forth above. The bank may be renewed a maximum of once annually.

The bank shall be available to administrators under the conditions set forth above.

The parties shall refer proposed language changes to the sick leave bank to the Labor Management Committee for its review and recommendations to the parties' negotiating teams.

- E. Upon retirement, teachers will be paid \$40.00 per day for unused sick leave up to a maximum of 245 days.
- F. In all matters involving the health of a teacher, and related absences, the District may require a physical examination or a doctor's verifying statement.

ARTICLE 29 – Other Leaves

- A. A teacher shall be granted up to three personal leave days with pay during each school year in order that he or she may meet serious personal obligations which can only be accomplished on a work day, such as: Family obligations, non-family funerals, legal matters, personal business, etc. Except in unusual or extenuating circumstances, notification for such leave shall be given at least three days in advance to the building principal on the personal leave notification form. A teacher need not specify reasons for taking such leave unless it immediately precedes or follows a holiday or vacation period or falls on a Superintendent's Conference Day, in which case the leave would first need to be approved by the building principal. In the case of an emergency, the provision for three days' notice may be waived at the discretion of the building principal. Such leave, if not used, shall be cumulative as sick leave, but in no event shall it be in addition to the sick leave cumulative ceiling.
- B. Any teacher, absent on account of illness or death in the immediate family, shall be entitled to full salary for five (5) days during a school year. Immediate family encompasses an employee's spouse, children, parents, sibling, grandparents, grandchildren, nieces, nephews, aunts, uncles and in-laws. These days are separate and distinct from the 15-day personal illness and are not to be included in accumulated days.

The Superintendent may grant special bereavement leave upon request from a teacher.

- C. A teacher shall be granted leave for jury duty on full pay. The District shall be reimbursed by the teacher for per diem compensation paid for jury duty. In the event such reimbursement is not received by the District before the end of the school year, such money shall be deducted from the teacher's final checks. A teacher shall notify the district at least two (2) days in advance of such jury duty.

D. Child Care Leave

1. A child care leave shall be granted without pay to regular, full-time teachers who are about to become, or have just become, a parent. In the event that both husband and wife are employed by the district, only one of them may be on child care leave at any given time.
2. Application for such leave shall be made in writing to the building principal. A teacher starting in September will normally be expected to teach at least through the first semester (February). In this case the leave shall endure for the balance of the school year in which it began and may continue the following two school years.
3. Should a teacher be granted a child care leave commencing before the end of the first semester, such teacher may only apply for one additional year of child care leave.
4. Each year a teacher on leave shall notify the building principal in writing no later than March 15 of his, or her, intention to return, or not to return, the following September. Failure to give appropriate notice by March 15 will cause the teacher to forfeit employment.
5. A teacher must return to the District for at least one academic year prior to application for a subsequent child care leave.

- E. Special leaves may be granted, with or without pay, by the Board of Education upon the recommendation of the building principal and the Superintendent of Schools.

F. Conditions affecting leaves under D and E above.

1. Teachers granted leaves that do not coincide with the school year must, upon

their return, complete the number of unpaid leave days before moving onto the next salary step.

2. Teachers granted leaves will be credited for the purposes of seniority with the number of months served prior to the inception of the leave.
3. Additionally, teachers returning from leave are not guaranteed the specific position or building assignment they left.

G. Emergency Leave Bank

An emergency leave bank shall be created with 40 days contributed by the District per year. Withdrawals from the emergency leave bank shall be limited to teachers who have exhausted family and personal leave, are not eligible for sick leave, and who have a catastrophic circumstance that is recognized by the Superintendent of Schools. The award of emergency leave day(s) shall be at the sole discretion of the Superintendent of Schools and will be limited to a maximum of 8 days per individual.

- H. The status of all 'banks' shall be reported to the District and the CCT on a yearly basis.

STAFF COMMUNICATIONS

ARTICLE 30 – Faculty Advisory Council

There shall be a Faculty Advisory Council in each building. The Unit II members of the Council shall be elected by members of Unit II. A Congress Building Representative may be present at each Council meeting.

Other Articles in the Contract which refer to the Faculty Advisory Council can be found in the following sections:

ARTICLE 10: School Year

ARTICLE 11: Teaching Day, Load, Assignments

ARTICLE 12: Class Size

ARTICLE 24: Extra Pay for Extra Duties

During each full school day, secondary teachers shall receive a duty free lunch period equal in length to a teaching period, and elementary teachers shall receive a sixty minute duty free lunch period.

L. Every effort will be made to ensure that necessary teaching equipment, instructional materials and supplies for each teacher will be available at the opening of school.

M. When a teacher serves in two schools in one day, reasonable effort shall be made to allow the teacher appropriate travel time. Every effort will be made to ensure that teachers working in more than one building be scheduled to teach in one building in the morning and the other building in the afternoon.

N. All teachers have the privilege of leaving the building when unassigned. Building principals should be notified and the destination of the teacher left with the office.

ARTICLE IV - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each full-time member of the staff shall be allowed during the contract year 15 days of absence with full pay because of personal illness.

2. The unused portion of the annual sick leave accumulated after July 1, 2006, shall accumulate with no maximum.

3. In case of illness necessitating absence beyond the maximum sick leave allowed at full pay, each full-time member of the staff shall receive one-half pay for as many months, or fractions thereof, as he has years of service, less any months, or fractions thereof, for which he has previously received half pay on account of illness during such service.

4. In the case of any absence for illness, the teacher shall present such proof of the necessity for such absence as the Superintendent of Schools may reasonably require.

5. Teachers are to obtain a summary of their sick leave accumulation annually.

6. Sickness or accidents incurred in the performance of regular duty shall not consume a teacher's sick leave where such absence is covered by Workers' Compensation. The amount of Worker's Compensation shall be returned to the Board.

7. At the time of a teacher's retirement, the teacher shall be compensated for unused sick leave days according to the following schedule at twenty-five percent (25%) at the daily rate in effect at the time of retirement, or with six weeks' pay, whichever is greater at the option of the teacher (as provided in note 3, III of Appendix A). Teachers electing six weeks' pay must notify the District by February 1 of the year of retirement. In 2006-2007, unused sick leave days for compensation shall not exceed 225; in 2007-2008

shall not exceed 230; 2008-2009 shall not exceed 240; 2009-2010 shall not exceed 245; 2010-2017 and thereafter, shall not exceed 250. For any teacher retiring between March 23, 2010 (the date of the ratification of the Memorandum of Agreement) and June 30, 2011, the teacher will be eligible for 28% at the daily rate in effect on the date of retirement provided that notice of retirement is made by the teacher to the District, in writing, by December 1, 2010. It is understood that for any other school year covered by this Agreement, the compensation for unused sick days is at a rate of 25% of the teacher's daily rate in effect at the time of his/her retirement.

8. (a) There shall be established a sick leave bank. The Board shall contribute one day per year per unit member to the sick leave bank. The sick leave days so contributed shall accrue at the commencement of the school year.

(b) Application for use of the sick leave bank shall be made to the superintendent by the unit member involved. The superintendent and the president of the teachers' association shall constitute a committee to review the unit member's application. This committee shall grant the sick leave bank application if the unit member involved suffers from a serious illness or injury, and has exhausted his or her accumulated sick leave as provided in Article IV, A-2, above. No member may draw more than 190 days from the sick leave bank in any three year period.

(c) If the sick leave committee cannot unanimously render a decision as to whether the sick leave application should be granted, due to the nature and purpose of this provision the dispute shall be submitted immediately to expedited arbitration pursuant to the rules of the American Arbitration Association, and the parties shall share the cost thereof.

(d) Effective July 1, 2002, paid sick and immediate family illness (Article IV, Section B, Item 2) leaves of absence authorized under the collective bargaining agreement shall be in addition to and shall not run concurrent with leave entitlements under the Family Medical Leave Act (MOA 2/6/02).

9. Commencing with July 1, 2014, the following are the notification requirements for members requesting a childbirth/care related leave of absence:

Upon the birth of a child to a member, the member is required to submit to the District written verification from a physician verifying the child's date of birth. Notification must include the employee's name, date of the birth of the child, the mother's anticipated recovery period.

Within three (3) weeks after the birth of a child, the member must submit written notification advising the District of an anticipated date of return or requesting to utilize any portion of FMLA as entitled. Requests for leave covered under FMLA must include a start and an end date.

Within six (6) weeks after the date of commencement of the FMLA entitlement, the member must submit written notification advising the District of his/her date of return or in the alternative, a request for an unpaid leave of absence upon conclusion of the leave covered by FMLA. Requests for leave must include a start and an end date.

For members who are on a full year leave of absence, notification of their intent for the following school year must be given by February 1.

Non-tenured members are allowed a maximum of one year for an unpaid leave of absence for the purpose of child care inclusive of the twelve weeks of unpaid leave to which the member may be entitled under FMLA.

B. OTHER LEAVES

1. Each teacher shall be allowed absence with full pay not to exceed five (5) days for the death of a stepfather/stepmother, husband or wife, domestic partner, child, stepchild, ward, grandchild, brother or sister, father or father-in-law, mother or mother-in-law, son-in-law or daughter-in-law, sister-in-law or brother-in-law, or any other relative if living in the employee's immediate household. Each teacher shall be allowed absence with full pay not to exceed three days for the death of a grandparent/ grandparent-in-law. Commencing with the 2017-2018 school year two (2) sick days may be converted to two (2) bereavement day in the event of the death of an aunt, uncle, niece or nephew. Where there are extenuating circumstances, additional absence without loss of pay may be granted by the Superintendent upon written request. Such time shall not be counted against allowable sick leave.

2. Each teacher shall be allowed absence with full pay not to exceed 25 days in any school year for any major or serious illness of a member of the immediate family which time, however, shall be counted against allowable sick leave. In the case of any absence for family illness, the teacher shall present such proof of the necessity for such absence as the Superintendent of Schools may reasonably require. A teacher may request additional time, above the twenty (25) days to be charged against accumulated sick/personal leave. Request plus necessary documentation must be submitted to the Superintendent for review. Superintendent will not withhold approval unreasonably.

3. "Immediate family" shall mean nuclear family, including stepfather/stepmother, grandparent, husband or wife, domestic partner, child, stepchild, ward, grandchild, brother or sister, father or father-in-law, mother or mother-in-law, son-in-law or daughter-in-law, or any other relative if living in the employee's immediate household. An individual will be considered a domestic partner if he/she fulfills the requirements outlined in the definition of domestic partner which is accepted by Statewide School's Cooperative Health Plan document.

4. Each teacher will be allowed two days of personal leave with pay each school year. Commencing with the 2014-2015 school year, unused personal leave days shall be cumulative to a maximum of six (6) days. Except when it is not possible to do so, teachers should give at least two days prior notice of their intention to take a personal leave day. Additional personal leave days may be granted at the reasonable discretion of the Board of Education. It is understood that personal days may not be used for the purpose of extending a vacation period. However, a personal day surrounding a vacation period may be granted at the discretion of the superintendent for extenuating circumstances that involve a parent/step-parent, child/step-child, sibling or spouse

provided a written request is received by the superintendent at least five (5) school days prior to the absence.

5. Whenever a teacher is required by subpoena to appear in any court having jurisdiction over his property or his person, no deduction shall be made in his salary because of such appearance, provided, however, that if the teacher is a party to such action, a per diem deduction in his salary equivalent to the substitute's pay shall be made beginning with the fourth day of such absence. Whenever a teacher is absent on account of jury service, a deduction in his salary equal to the jury fee received shall be made.

6. A special leave of absence, without pay, shall be granted by the Board upon application having been made with reasonable notice, to permit a teacher to campaign for a public office. Leaves of absence granted hereunder shall not be counted as time taught for salary or other purposes. Similar leaves shall be granted for a term not to exceed two years to permit a teacher to serve in the Peace Corps, Vista, or an exchange teacher program or other activity to be approved by the Board.

7. When unforeseen or inadvertent circumstances beyond the control of the teacher, such as weather, traffic delays or accidents cause delayed arrival or loss of a school day, and the teacher has taken reasonable action to get to school and to notify the employer of emergency conditions, there shall be no loss of salary or remuneration provided, however, that other teachers cooperate in covering the classes of the tardy or absent teacher.

8. The Board shall entertain requests for leave without pay and shall exercise reasonable judgment in deciding whether to grant such leave.

C. SABBATICAL LEAVE

1. It is the policy of the Board to grant sabbatical leaves as they benefit the school and serve the needs of the individual teacher. Criteria for approval of sabbatical leaves are as follows:

(a) The course of study or independent research project is directly related to the teacher's specific assignment.

(b) The sabbatical experience will be of direct value to the District.

(c) The sabbatical experience will be of direct value to the individual teacher.

(d) The teacher has provided at least seven years of service within the District.

2. Remuneration:

(a) The remuneration received by a teacher on sabbatical leave shall be one of the following:

1. Full year sabbatical teacher will receive one-half pay.

2. Half year sabbatical teacher will receive full pay.

3. Summer sabbaticals shall be taken during two summers within a five year period, with a maximum of twenty weeks and a minimum of seventeen weeks. Salary for a summer sabbatical is to be computed at the rate of 1/40 of the teacher's annual salary per week.

(b) Grants, fellowships or awards (but not including reimbursements for travel or books or other unusual expenses) which, when added to the remuneration provided in "a" above, would exceed the teacher's gross salary for the school year shall result in a reduction of the remuneration to the extent of such excess. The provisions of paragraph (b) shall not apply to summer sabbaticals.

3. Other Rules:

(a) Four sabbaticals shall be made available to qualified teachers. Such sabbaticals are to be distributed on the following basis: one for the secondary schools and one for the elementary schools; provided, however, that should less than such number apply from any one level, such remaining sabbaticals shall be awarded on the basis of seniority and other factors but without regard to applicant's level of employment.

(b) Applications must be submitted on the proper form to the Superintendent of Schools at least nine months prior to the possible effective date of the sabbatical. The Superintendent shall design such form as may elicit the necessary information to determine the granting of sabbaticals.

(c) A committee, to be known as the Sabbatical Leave Committee, shall be organized to determine the value of the sabbatical to the school district and the individual. Such Committee shall render a determination no later than eight months prior to the effective date of the sabbatical. The Committee may request reasonable additional information from the applicant to be presented either in person or in writing to enable it to reach a decision.

(d) The Committee shall consist of the President of the Board or his designee, the Chairman of the Education Committee of the Board, the Superintendent or his deputy, and two members of the Association's Executive Committee to be elected by a majority vote of that Committee.

(e) All teachers who meet the other criteria shall be eligible for sabbatical leaves.

(f) No sabbaticals will be granted which would result in the absence of the individual for more than one school year.

(g) Upon the completion of sabbatical, the Superintendent may, in his discretion, request the submission of a written or other report to the Sabbatical Leave Committee, the Board of Education or other such professional person or persons within the District as may, in his opinion, derive the greatest benefit from such report. Nothing herein contained, however, shall deprive the person having received a sabbatical and making such report or reports, of the exclusive right of ownership for publication or other outside uses, provided further, that such right be limited by the District's privilege to use such material in any manner it chooses within the District.

(h) Every application for a sabbatical leave shall contain the following statement which is to be subscribed by the applicant:

"In consideration of the granting of a sabbatical leave, I stipulate and agree that upon the completion of my sabbatical leave, it shall be my contractual and professional obligation to return to my assignment in the Eastchester Union Free School District, Eastchester, New York for at least one full school year."

(i) The Board of Education specifically reserves the right to waive such requirements for grave and compelling reasons above and beyond the control of the person having completed a sabbatical leave.

4. There shall be a moratorium on sabbaticals during the life of the contract.

D. LEAVES FOR PROFESSIONAL PURPOSES

1. The Board will grant due consideration to all requests of teachers to attend Local, State and National Association meetings. In granting or refusing to grant permission to attend such meetings, the primary concern of the Board shall be the education needs of the District.

2. Two delegates to the New York State Teachers Association Annual Convention shall be allowed three days leave of absence which is not deducted from sick or personal leave.

3. The Board will also grant due consideration to requests by teachers for one year leave of absence without pay when the teacher is elected President of his/her State or National Organization.

ARTICLE VII – TEACHER WORKDAY AND WORK YEAR

A. WORKDAY, GRADES 9-12

1. **Professional hours (grades 9-12):** Professional hours (grades 9-10) will not exceed 6 hours, 45 minutes (to be served consecutively). Unusual hours of service will be arranged by the building principal with agreement of the teacher(s) involved.
2. **Professional Time Allocations (grades 9-12)**
 - a. **Academic Teachers** (*English, Social Studies, Science, Mathematics, Foreign Language, Business*)
 - (1) Homeroom (primarily for attendance purposes, not to exceed ten (10) minutes)
 - (2) Five (5) instructional periods (or equivalent assignment as determined by the building principal). The nature of the assignment will be agreed upon by the teacher and the building principal. The District may institute block scheduling. To that end, instructional periods shall be averaged over a two (2) consecutive day working period, resulting in no change in the maximum number of teaching periods indicated in this Article. Teaching assignments and loads shall be equitable and balanced.
 - (3) One (1) duty-free lunch period
 - (4) One (1) preparation period
 - (5) One (1) period of teacher-directed time that may be used for preparation, collaboration, team planning, assisting students, etc.
 - (6) One (1) duty assignment (study hall, test proctoring, commons supervision or corridor supervision).
 - (a) The assignment will be agreed upon by the teacher and the building principal. The teacher will accept the assignment if that assignment is the only one that exists that period. A teacher who in the above instance had no choice will be given first choice the following semester.
 - (b) In lieu of a duty assignment (with the agreement of the teacher involved) a teacher may be assigned a sixth (6th) instructional period. See Additional Teaching Assignment Article XI, E.
 - (c) Teachers are encouraged to fill duty assignments that would otherwise go unfilled. A teacher who desires to be relieved of a duty assignment as described above in (6) will:
 - (1) Respond to a survey distributed by the principal in June of the preceding school year and will indicate his/her intention to be available for a "professional period."

- (2) Those teachers choosing a professional period for the following school year will be notified of the period and location available to them by the end of the Orientation Day in September.
 - (3) During the professional period, the teacher will be available in his/her designated location to assist students who seek academic assistance, tutorial assistance and informal counseling.
 - (4) Those teachers appointed by the Board of Education after the June survey will be offered the opportunity to participate in a professional period, prior to the Orientation Day.
- b. **Special Area Teachers** (*Art, Music, Business Education, Technology, Family and Consumer Science, Driver Education, Physical Education, Health, Special Education*)
- (1) Homeroom
 - (2) Six (6) instructional periods or equivalent assignment as determined by the building principal. The nature of the assignment will be agreed upon by the teacher and building principal. Block scheduling may be implemented as indicated in 2.a. (2) above.
 - (3) One (1) duty-free lunch
 - (4) One (1) preparation period
 - (5) One (1) period of teacher directed time that may be used for preparation, collaboration, team planning, assisting students, etc.
3. One (1) period per day shall be extended no more than five (5) minutes for the sole purpose of making announcements to staff and students. All teachers having classes during that period are responsible for supervision of students.
 4. Any teacher whose teaching load exceeds an average of five (5) periods per day will be released from homeroom and duties.
 5. Teachers may attend CSE meetings such that their participation will not encumber their non-instructional time, whenever possible. If a teacher's non-instructional time is encumbered, they will be paid at the class coverage rate. Attendance at such meetings should minimally impact instructional time.

B. WORKDAY, GRADES 5-8

1. **Professional Time Allocations (5th-8th):** Professional hours grades 5-8 shall not exceed 6 hours and 40 minutes.
 - a. **Team Teachers**
 - (1) Instructional day to include:
 - (a) Five (5) instructional periods. The District may institute block scheduling. To that end, instructional periods shall be averaged over a two (2) consecutive day working period, resulting in no change in the

maximum number of teaching periods indicated in this Article. Teaching assignments and loads shall be equitable and balanced.

- (b) One (1) duty-free lunch
 - (c) One (1) preparation period
 - (d) One (1) period of teacher directed time that may be used for preparation, collaboration, team planning, assisting students, etc.
 - (e) One (1) period of independent study
 - (f) The periods shall be equal in length
- (2) Any remaining time, before or after the instructional day, shall be used for homeroom and corridor supervision. The times for corridor supervision shall be mutually agreed upon by the CTA and building principal.
 - (3) Teachers may attend CSE meetings such that their participation will not encumber their non-instructional time, whenever possible. If a teacher's non-instructional time is encumbered, they will be paid at the class coverage rate. Attendance at such meetings should minimally impact instructional time.
 - (4) Any teacher whose teaching load exceeds an average of five (5) periods per day will be released from homeroom and duties.

b. Special Area and Special Education Teachers

- (1) Instructional day to include:
 - (a) Six (6) instructional periods. Block scheduling may be implemented as indicated in B.1.a.(1)(a).
 - (b) One (1) duty-free lunch
 - (c) One (1) preparation period
 - (d) One (1) period of teacher directed time that may be used for preparation, collaboration, team planning, assisting students, etc.
 - (e) A special area teacher whose instructional time, including assigned classes, electives, and individualized instruction, does not total 4 hours and 30 minutes on a cycle average, will assist in corridor supervision as assigned by the building principal, not to exceed the difference between the actual instructional time and 4 hours and 30 minutes on a cycle average.
- (2) Any remaining time, before or after the instructional day, shall be used for homeroom and corridor supervision. The times for corridor supervision shall be mutually agreed upon by the CTA and building principal.
- (3) Teachers may attend CSE meetings such that their participation will not encumber their non-instructional time, whenever possible. If a teacher's non-instructional time is encumbered, they will be paid at the class coverage rate. Attendance at such meetings should minimally impact instructional time.

- (4) Any teacher whose teaching load exceeds an average of five (5) periods per day will be released from homeroom and duties.

C. WORKDAY, GRADES K-4 AND SPECIAL EDUCATION

1. Professional hours grades K-4 shall not exceed 6 hours and 30 minutes.
2. All teachers are to be present in the building 15 minutes before the instructional day.
 - a. 4 hours 50 minutes instructional time
 - b. A block of 60 minutes shall be allowed for a combined lunch/prep period each day. Three (3) days a week this time shall be totally unencumbered by other duties and responsibilities. On the remaining two days, each teacher will have an unencumbered block of 30 minutes for lunch. During the remaining 30 minutes, teachers will use that time to collaborate with grade level colleagues. This time will be teacher directed.
3. All teachers are to be present in the building 15 minutes beyond the instructional day.
4. Teachers may attend CSE meetings such that their participation will not encumber their non-instructional time, whenever possible. If a teacher's non-instructional time is encumbered, they will be paid at the class coverage rate. Attendance at such meetings should minimally impact instructional time.
5. Representatives from both sides will return to the table late in September to examine hours and make possible adjustments.
6. Student Departure Coverage
 - a. During the first week of school, staff members will assist the district by having students remain under supervision if transportation delays occur.
 - b. If transportation delays occur during the course of the school year, remaining students will be supervised by a support staff person(s) other than a CTA member.
7. During the last week of school in June, the three (3) days prior to the last day of school will be scheduled as 1/2 days in order to permit teachers to complete student records and end of the year work.

D. WORK YEAR

1. ESTABLISHMENT OF SCHOOL CALENDAR

A Carmel Teachers' Association committee will be established to assist the Chief School Administrator and the Board of Education to establish the school year calendar, no later than January 1st.

2. SCHOOL YEAR

- a. The school year shall consist of 180 instructional days and three (3) superintendent conference days, for a total of 183 days.
- b. In the event of any extension of calendar due to unforeseen events, the Superintendent and the CTA representatives will discuss and resolve the problem.

3. SNOW DAYS

Within the indicated instructional days are provisions for a minimum of three (3) snow days for school closings due to snow emergencies. Any unused snow days shall be deleted from the instructional days with appropriate calendar adjustments. These shall be made under the auspices of the Superintendent of Schools. He/she will enlist the advice and cooperation of the CTA President in determining the adjustments.

4. STAFF DEVELOPMENT PROGRAMS

- a. At the K-4 level, the District may schedule one (1) collaboration period every six (6) weeks for the purpose of staff development. This period will be jointly planned by the CTA and the administration. In the middle and high schools, in place of one (1) preparation period, the District may schedule one (1) staff development period every six (6) weeks. This period will be jointly planned by the CTA and the administration. There may not be more than one (1) meeting deviation between different groups, grade levels or departments within each building.
- b. Anytime spent in a pre or post observation conference will be deducted from teacher's staff development obligation. A pre and a post conference should not extend more than 20 minutes each. The CTA and District will mutually agree on a tenured teacher pre-observation form (see Appendix E: APPR for Tenured Teacher Pre-Observation form).
- c. The District shall have the right to schedule staff development programs, but attendance at such additional programs shall be voluntary. Such programs and dates shall be developed by the PDP Planning Committee. The District, at its option, may include in the school calendar one (1) additional Staff Development day. The day will be approved at the time of the annual adoption of the following year's school calendar. The addition of such day shall result in a 0.3% increase added to the teacher's annual salary for the year. Such day is scheduled in the annual calendar. The CTA will have representation on the committee planning the agenda for such Staff Development days. Likewise, a District representative may give input into the planning of the annual CTA Day (Article IX, H).

5. NEW TEACHER ORIENTATION DAYS

Each August or September, new teachers will be required to attend one (1) orientation day prior to the opening of school. The CTA will be provided with a total

- D. Representation: Any employee, who is the subject of a potential disciplinary action and is scheduled to meet with an administrator or be questioned, will have the right to be accompanied to the meeting or questioning by a Association representative. Such representation will not interfere with the employer's legitimate prerogatives in conducting such investigation. The employer's right to a timely investigation shall not be jeopardized by unnecessary or undue delay, and in no event shall the delay be more than 24 hours. Such representation shall not apply to the employer's conduct of non-investigatory or non-disciplinary meetings with staff.
- E. Leave of Officers: The officers of the Association shall be entitled to a combined total of ten (10) days leave per year without loss of pay to attend to organizational matters. An officer requesting such leave shall give seven (7) days prior notice of the use of such days to the Superintendent, when possible. These days may be taken on the same day by the officers of the Association, or singly.
- F. Election as Retirement System Delegate: If a member is elected as a delegate to the New York State Retirement System, the Board shall pay his or her expenses to attend a meeting of such delegates once a year.
- G. The President of the Association will be provided copies of the Board minutes within five (5) working days of the Board's approval of said minutes.
- H. Proposed changes in the handbook will be shared with the local president. The notice will enable the Association to react with recommendations before any rules are voted on by the Board. All subsequent editions of the handbook will be dated.
- I. There will be separate seniority lists for the Westchester campuses (1) and Kaplan Academy (1). The District will provide the Association with complete seniority lists by October 15 of each school year and updated lists prior to the first summer school posting in the spring.
- J. The Association President shall be excused for up to three hours per week to conduct Association business. The building administrator shall be notified prior to use and a log of time taken will be maintained for administrative purposes

ARTICLE IV - HOURS AND LOAD

A. Work Day

- 1. The basic workday shall be a consecutive 6 hours and 45 minutes and shall run from 8:00 a.m. to 2:45 p.m. Actual classroom time shall be not more than the Commissioner's Regulations.
 - a. For new staff: At the time of hire, administrators will discuss with prospective staff members a work schedule reflecting the new school

hours (between the hours of 7:00 a.m. and 7:00 p.m.) in order to meet the needs of the District. For new full-time staff members, the hours will total the standard number of work hours set forth in the contract for full-time staff members.

- b. The new school hours: If the District requires them, would be determined at the date of hire and be reduced to writing, and shall not have to be consecutive. Thereafter, unit members working new school hours (i.e., those hired since August 31, 1997) may be required to work an alternate schedule provided that they are given one month's written notice.
 - c. Current staff members may volunteer for the new school hours and be considered for them depending upon the needs of the District as determined solely at the discretion of the Superintendent.
 - d. If the new school hours are agreed to voluntarily by the District, at the request of any existing staff member or based upon a District request for volunteers, the agreement must be reduced to writing.
 - e. It is possible that a schedule for a current employee who has volunteered to change hours; based upon the new school hours, could be implemented for a specific time period only (for example, one or two semesters) based upon the needs of the District, after which a typical schedule would resume. Such schedules and time frames would be reduced to writing.
 - f. Tenured employees who volunteer for modified hours extending for one year or more may within 30 work days after implementation of modified hours and no later, inform the school district that they wish to revert to pre-modified hours at the beginning of the next semester without penalty. The School District also has 30 workdays after implementation of modified hours, and no later, to inform employees that modified hours will end at the end of a semester.
 - g. A committee comprised of two (2) members appointed by the Association and the Superintendent and/or his Designee, along with one other Designee, shall annually evaluate and provide a verbal report to the School Board, regarding the flexible schedule's effectiveness.
 - h. Coaching positions will not be part of a member's regular responsibilities.
 - i. All Teachers shall be entitled to one preparatory period per day.
2. All members of the bargaining unit shall be regularly allowed a 45 minute duty free lunch period. In the event of fiscal or programmatic needs, at the discretion of the Superintendent, members of the bargaining unit may be asked to provide lunch duty with pay. Payment will be made according to Appendix I. The District

will maintain a list of volunteers for lunch duty based, first, on seniority within the lunch program and, second, on seniority within the District.

3. All members of the bargaining unit may be required to attend one staff meeting per week, which shall begin as soon as the students are dismissed. The meeting will run no longer than 45 minutes. No staff member will be required to attend a meeting that is scheduled to begin more than 30 minutes after said members' basic workday ends.
4. In addition, certificated staff may be required to attend individual meetings with their supervisors. If such meeting is after school, it shall be limited to student disciplinary or health and safety issues.
5. All members of the bargaining unit may be required to attend not more than 2 evening meetings each school year.
6. Visits to classrooms during the workday will be scheduled through the school administration office.

B. Work Year

1. The work year shall be no more than 185 days. Beginning with the 2001-2002 school year, the Superintendent will have the discretion to establish one additional day during the school calendar year to be used for professional development, for a total of 186 days. If scheduled, the additional day will be compensated at the rate of 1/200 of the members' annual salary.
2. Guidance Counselors will be required to work up to ten additional days between the end of the regular school year and Labor Day, to be compensated at the rate of 1/200th of his or her annual salary for each additional day worked. Such days will be scheduled prior to May 1st.
3. The calendar will be published by May 1st of each year for the following year. All scheduled half days will be identified on the published school calendar.
4. The day before Thanksgiving and the day before Christmas vacation will be half days for all bargaining unit members.

C. Summer Program

1. Positions in the summer program, if run, will be offered to members of the bargaining unit before outside personnel are employed (See Appendix E).
2. The first posting of available positions will occur on or before March 15 of the year in which the positions are to be filled. Members of the bargaining unit will have five (5) business days from the date of the posting to respond. The District

will notify members of their employment status in writing and email no later than April 15. A second posting, if needed, will occur no later than May 1. Members will have five (5) business days to respond with notification of employment made no later than May 15. A third posting, if needed, will be on an as needed basis with a five business day response period. Notification of employment will occur no later than 10 days from posting.

3. On the basis of District-wide seniority, summer positions will be offered to all members of the bargaining unit based on their certification area. For all academies, employment will be based on District seniority within the buildings.

D. After School Program

1. Positions for after school programs, athletics and clubs will be advertised and offered to school staff prior to outside personnel being employed.

ARTICLE V – OBSERVATION, EVALUATION AND FILES

The parties agree to negotiate and implement any negotiated APPR plan as required by law. Further, the parties will follow the existing APPR plan until required to negotiate changes to such plan. In the event APPR is abolished by the legislature the District will revert to the observation and evaluation procedure contained herein.

A. Observation

1. Employees in positions requiring professional certification will be observed at least twice each year prior to May 1st in the first and second years of their probationary period and prior to April 1st in the third year of their probationary period. A pre-conference meeting will be held at least 48 hours in advance of the observation.
2. Prior to the post-observation conference, a certificated staff member will receive a draft of the observation report. The final observation report will be received by the certificated staff member within 15 working days of the post-observation conference. The certificated staff member shall sign a copy of the observation report to indicate only that he or she has seen it. If the certificated staff member neglects or refuses to sign the copy within five (5) days of the day he or she received it, the report may be placed in his or her file without a signature with a note indicating that the staff member has neglected or refused to sign it. A certificated staff member shall have the right to reply in writing to the observation report. This reply must be received within 15 working days or the staff member shall abate any claim. The reply will be placed in the certificated staff member's file along with the observation report.

ARTICLE III. WORKDAY AND WORKYEAR: OVERTIMEA. Clerical

1. The normal workday shall be seven (7) hours per day (exclusive of lunch), five (5) days per week – Monday through Friday inclusive.

Clerical employees shall be entitled to a one (1) hour lunch period except that building clerical employees may be assigned a one-half hour ($\frac{1}{2}$) lunch period by the building supervisor.

Exact hours (starting and leaving time) or work for each individual will not be changed capriciously.

Those 11 and 10 month clerical employees who are requested by their supervisors to work during the Spring and/or Winter recess period which they otherwise would have had off as part of his/her work year, shall be paid an additional 0.5% of his/her daily rate for each day worked. No employee shall be required to work during his/her recess periods.

2. Ten (10) month employees usually do not work during July and August. Ten (10) and eleven (11) month employees shall not work during winter and spring recess except as provided for above.
3. Summer Hours: Hours during July and August for all buildings will be 8:30 a.m. to 3:00 p.m. with one-half hour for lunch, a total of six (6) hours per day (exclusive of lunch), five (5) days per week – Monday through Friday inclusive. If the need arises, the employee, at the request of his/her supervisor, may be asked to remain the full seven (7) hours (exclusive of lunch) without additional compensation. Summer hours also apply to days worked during winter and spring recess, full-day District conference days and in-service days.

B. School Security Aide

1. The normal workday shall be eight (8) hours per day (inclusive of lunch), five (5) days per week.
2. The Lead School Security Aide shall be paid an additional \$2,500 and will be responsible to the District Director of Health and Safety or in his absence the Assistant Superintendent for Business Management Services. This position will be eligible for overtime as defined in this contract.

C. Food Service Employees – Monitors

1. Food Service employees and monitors shall be paid for a minimum of one hundred seventy-five (175) days in a school year based on their scheduled hours.

All extra time, must be preapproved by a Supervisor, except in cases of emergency, and must be submitted on a voucher to the Business Office within the pay period. By June 1st, the Food Services Director will stipulate the last day of the regular hot lunch service for each building. Payroll will provide the official day for monitors for main offices. Based upon this information, the official count of the total number of days of the work year will be issued.

Accounting for the 175-day work year will continue to be calculated as it is currently. In buildings where the work year will fall short of the 175-day plan, the Food Services Director will meet with the cafeteria managers to schedule additional hours for food service employees and Main Office will meet with monitors to schedule additional hours as required. These employees may elect a salary adjustment (reduction) as is currently available.

Additional hours may be assigned to food service employees at any building in the District as needed and certified by the Director of Food Services in order to meet the final goal of 175 days per year.

Any employee may choose a salary reduction in the last pay period (or two) in lieu of being scheduled for additional time, in order to satisfy the 175 day plan. In this eventuality, the request is to be made on the District's form (See Appendix I).

With the exception of the Cook Managers, Cafeteria employees who have completed this 175 day work year and upon completing the usual end of the year "checkout" process will be released by the Director of Food Services after consulting with the Cook Managers District Wide. Monitors who have completed the 175-day work year will be released after consulting with the Main Office.

2. When it is necessary for monitors to return to school for bus dismissal, they will be paid a minimum of one (1) hour's pay regardless of the time spent in the dismissal provided, however, that in no event shall the total additional time required to be paid hereunder to any monitor exceed one (1) hour per day. Any monitor affected by the above clause who has been paid for more than one (1) hour beyond that they actually worked shall be assigned work so that they suffer no loss of pay.
3. Overtime Pay: For purposes of overtime computation for school monitors, overtime shall be paid as earned.



D. Calendar

In the event of a holiday calendar change during the school year, for reasons within the control of the District, the additional holiday(s) will be used in the count of total days used to fulfill the minimum work year requirement. The Association shall be consulted concerning their calendar prior to its implementation by the District.

E. Overtime

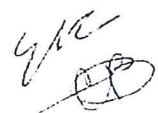
1. All hours worked in excess of forty (40) in a given week shall be paid at the rate of time and one-half ($1 \frac{1}{2}$) the normal rate of pay for the individual. In addition, work performed on legal holidays by food service employees and school monitors shall be paid at the rate of time and one-half ($1 \frac{1}{2}$) the normal rate of pay for the individual.

Cafeteria overtime assignments for food service helpers and senior food service helpers shall be made by seniority within classification on an equitable rotating basis.

2. School Security Aide

All hours worked in excess of forty (40) in a given work week shall be paid at the rate of time and one-half ($1 \frac{1}{2}$) the normal rate of pay for the individual.

- a. Overtime assignments shall be made by seniority on an equitable rotating basis.
- b. Work performed on legal holidays is paid at double the normal hourly rate. Work performed on other District Holiday Schedule of Days Off will be paid at time and one-half.
- c. Individuals with starting time on or after 3:00 p.m. or later will be paid \$1,300 pay differential. Individuals with starting time on or after midnight or later to 5:00 a.m. will be paid \$1,300 pay differential.
- d. Hours worked July and August, winter and spring recess, full-day District conference days and in-service days will be consistent with District summer hour schedule. Employees shall be paid their regular eight-hour salary for the first $6 \frac{1}{2}$ hours (inclusive of $\frac{1}{2}$ hour paid lunch).



- e. Summer School and Summer Enrichment assignments will be offered based on seniority and will be paid as summer hour days for the length of the program. Employees working this assignment will not be excluded from eligibility for other overtime opportunities, provided they are next on the list for overtime.

F. Snow Days

1. At the discretion of their supervisors, employees may be requested to work on days when schools are closed due to snow without additional compensation.
2. Delayed Openings –For a two (2) hour delay, clerical personnel will report at 10:00am or at their regular report time plus the delay time, whichever is earlier. For example and example only, if a clerical employee is scheduled to start work at 8:30am, his/her start time on a two (2) hour delayed opening would be 10:00am.

For a three (3) hour delay, clerical personnel will report at 11:00am or at their regular report time plus the delayed opening, whichever is earlier.

G. Calculation of Hourly Pay

The hourly pay rate for employees on an annual salary shall be calculated by dividing their annual salary plus service increment, if eligible, by their annual number of regularly assigned hours.

H. Bus Attendants – Field Trips:

1. Within the first week of each new school year, a list of those Bus Attendants interested in working field trips will be composed by the Director of Transportation.
2. The list of those Bus Attendants who wish to work the field trips will be ordered according to seniority in this position.
3. For each field trip, the Bus Attendants will be assigned sequentially from the list.
4. On any given day, should there not be enough Bus Attendants on the voluntary list to staff all scheduled field trips, then those duties will be assigned. As much advance notice as possible will be provided.



ARTICLE V

TEACHING YEAR, DAY, AND MEETINGS

A. Teaching Year

1. The work year will consist of up to 182 work days. The District may schedule two of these days as Superintendent's Conference Days the Wednesday/Thursday prior to Labor Day, one district driven and one teacher driven. If only one Superintendent's Conference Day is scheduled before Labor Day, it must be teacher driven. This will be planned at calendar adoption. At the discretion of the Superintendent, Superintendent's Conference Days can be scheduled at other times during the school year. BTA input will be sought in the planning of conference days scheduled by the District. In the event that there is an increase in the number of mandated student attendance days beyond 180 days, the District shall have the option to either: (1) replace conference days with student attendance days at no additional cost; or (2) increase the work year. In the event there is an increase in the work year beyond 182 days, then unit members shall be paid their per diem rate for each day beyond 182 days.
2. Guidance counselors may be required to work after the close of school in June and before school opens in September.
3. For the kindergarten through 8th grade only, there shall be two half-days during the last week of school, provided it is legally possible.

B. Teacher Day

1. The teacher work day for all full-time teachers in the high school and middle school shall be seven (7) hours with a six and one-half (6 1/2) hour teaching day. It shall be six (6) hours and fifty (50) minutes for all full-time teachers in the elementary schools, regardless of the length of the student day. This prescribed time allotment shall be the period of time between arrival and departure of the teacher.
2. The District may flex the work schedule of a unit member, provided that the following conditions are met:
 - a. The work day for the unit member shall not exceed the hours set forth in paragraph B(1);
 - b. The work day may only be flexed for educational purposes, and may not be flexed to meet the personal needs of individual unit members;
 - c. The unit member agrees to the change in his or her schedule; and
 - d. The Union is notified of the schedule change within 30 days of the agreement being reached.

Any agreed to change in the schedule shall be for a minimum of one semester (or one school year if the District and the unit member agrees in advance), unless the unit member and the District agree to a shorter period of time.

Notwithstanding the above, unit members with flexed schedules shall still be required to attend faculty meetings. On such days, the unit member will work the regular teacher workday, and shall not have his or her schedule flexed.

Unit members with flexed schedules shall be required to attend the evening open house and evening parent-teacher conferences, as set forth in Article V, Section D.

3. Open Time is the time between the arrival of teachers and the arrival of students and the time between the departure of students and the departure of teachers. This Open Time shall be used for professional job-related work; the teacher shall be accountable to the principal for the use of such time. This time period is not to be used for duties other than specifically assigned duties, e.g., bus and hall duty. Effective July 1, 2021, open time at the High School shall be limited to ten (10) minutes.
4. A preparation period is a regularly scheduled period of time to be used by the teacher for instructional planning. This period of time shall be at least as long as an instructional period in the high school and middle school and approximately thirty (30) or more consecutive minutes in the elementary schools. These periods are necessary to meet instructional responsibilities and will not be used for administrative assignments. Every reasonable effort will be made to distribute preparation periods equally throughout the week.
5. The members of the BTA recognize their professional responsibility to render assistance to students during school hours and for a reasonable period of time thereafter without added compensation, except where such compensation is provided for by this Agreement. Teachers in grades 9 through 12 will post their office hours, totaling one hour per week, when they will be available for providing such assistance to students and for parent conferences to be conducted in private. The need for help will be requested by the teacher and/or the student. Said time will be scheduled within the regular teacher work day unless the teacher elects to schedule the time beyond the work day. The District will provide adequate space for such office hours. The members of the Association also recognize the need for the timely grading of homework and examination papers.

In addition to the above, teachers in the Middle School and High School shall be available for and shall post an additional preparation period per week to provide assistance as requested by students.

6. Members of the staff shall notify their building principal or the building principal's secretary if they are out of the building during the school day on school business or during the individual teacher's lunch period. On occasions when there is need for members to leave the building on personal business, educational workshops, and/or community involvement in the District, they may do so with the approval of the building principal or the building principal's designated representatives.

7. Teachers may request, subject to administrative approval, or may be assigned to, a tutorial period in lieu of an assigned duty period. Teachers and/or administrators, at their discretion, may assign students to these tutorial periods. Teachers, during the tutorial period, might perform any of the following functions:
 - a. provide remedial assistance to their own students,
 - b. provide remedial assistance to students of other teachers in the area of the teacher's certification and assigned teaching responsibilities,
 - c. attend parent-teacher conferences,
 - d. meet with the administration regarding curriculum and instructional matters, and
 - e. provide additional enrichment activities to students which require no "lesson planning" on the part of the teacher.

The tutorial period shall not become nor be construed as a sixth teaching assignment and at no time should the students assigned to the tutorial period exceed fifteen (15), unless the teacher voluntarily accepts a larger number.

- 8 One day per month at the secondary level, all teachers shall hold an Advisory Period for assigned students for thirty (30) minutes. During the advisory periods, teachers shall implement lesson plans prepared for the teachers by the Student Advisory Planning Committee. Such lessons shall not be lessons that would generally be provided by school counselors, school social workers, or school psychologists. The remainder of the periods in the day shall be shortened to accommodate the Advisory Period. No additional compensation shall be granted for teaching an Advisory Period. The Administration and the Union shall each select three (3) representatives to serve on the Student Advisory Planning Committee. This program shall be experimental, and shall sunset on June 30, 2022 unless mutually extended by the parties.

C. Meetings

1. Certain Tuesdays shall be set aside for faculty meetings, called by the building principal. Faculty meetings shall not be more than sixty (60) minutes in length and shall begin as promptly as possible, preferably within fifteen (15) minutes of student dismissal.
2. In the High School and Middle School, certain Tuesdays shall be set aside for department meetings, up to ten (10) hours. These meetings shall not be more than sixty (60) minutes in length, and shall begin as promptly as possible, preferably within fifteen (15) minutes of student dismissal.
3. Attendance at meetings shall be required and expected of all teachers unless a request to be excused is presented to the person in charge of the meeting and approval is granted.
4. At least forty-eight (48) hours' notice will be given for meetings. Provision of such notice may be in the form of a schedule of such meetings developed annually by the administrative staff and given to the teachers during the first few weeks of the school year.

reason, make available records, data and information in its possession (including line budget items where developed), which are directly pertinent to a topic under negotiation. The Association shall also, within reason, make available records, data and information in its possession or which may be available through its state or county affiliates or otherwise, and which are directly pertinent to a topic under negotiation. Negotiated agreements arrived at shall be reduced to writing and signed by the Association and the Board.

C. Except as provided in this paragraph, no within-the-school-day activity of the members of the Association negotiating team shall in any manner alter or interfere with instructional processes of any teacher, except that none of the permanent members of the negotiating team shall be given any assignments by the building principal above and beyond the instructional load for the given subject matter area. In the event of change in the permanent negotiating team, other members of the Association will be designated by said team to fulfill these functions.

In-so-far as possible the Association shall limit its negotiating team members, other than its chief spokesman or President, as it designates, to not more than one permanent member from each building, but in any case, the limit of not more than one negotiator from a building other than its chief spokesman or President shall be complied with in the event a negotiating meeting is held during part of a school day. In the event a negotiating meeting is held during part of a school day, the Association members shall be released from their regular duties without loss of pay or charge to their sick or personal leave. One Association representative shall be released from duty, when necessary, from time to time, during the school day, for the handling of grievances and the administration of the contract.

D. The agreement reached after negotiation shall become effective only upon ratification by the Board and the Association.

E. The school district shall reproduce the contract and provide one copy to each member of the bargaining unit.

ARTICLE III - TEACHING ASSIGNMENTS

A. LENGTH OF SCHOOL YEAR

1. The school calendar shall provide for 186 days for teachers and 182 days for students. The 186th day for teachers is an additional staff development day. Effective July 1, 2002, pay for the 186th day of the school calendar for staff development was incorporated into and paid as part of annual salary. In the event that a bargaining unit member does not attend this day, he/she may apply available paid leave under the contract or forfeit the compensation allocated to such 186th day under Appendix A3 of the contract. This day will be added during the work week between September 1st and the opening day of school. If such a day is unavailable that year, it will be added during the last five (5) days in August. The date is to be determined in consultation with the Association. The day is to be a five-and-one-half (5 ½) hour day, exclusive of lunch.

Commencing with the 2014-2015 school year, the first work day will be a Superintendent's Conference Day from 8:00 AM – 1:00 PM, without a lunch break. Unit members may leave at 1:00 PM.

2. There shall be two days made available for snow/emergency days. If the District uses fewer than two snow/emergency days during the school year, beginning the 2014-2015 school year, the district will add the day or days to the Memorial Day weekend. Should the parties agree that this is not practical, another day or days will be selected.

In the event schools are closed for more than two days for snow/emergencies, February recess will be the last recess period used for make-up days.

In the event that all available make-up days have been exhausted and school is in session for any part of the February recess, any member who is not present due to a vacation planned prior to the date of the event requiring the need for make-up days or January 1, whichever is earlier, will be charged one personal day and required to reimburse the District in the amount of \$175. This will apply only to one day of the February recess. The member will have to submit verification of his/her vacation plans, including transportation, when applicable, reflecting when the plans were made. If school is in session more than one day during the February recess, the member will be docked for such additional day(s). This paragraph shall sunset effective June 30, 2021 notwithstanding Section 209(a)1e of Civil Service Law.

B. LENGTH OF SCHOOL DAY

1. Elementary Schools: All teachers shall report for work between 8:00 a.m. and 8:30 a.m. as required by their school. Teachers shall remain for seven hours every day. Elementary teachers shall have five hours and 15 minutes of classroom student contact, less 225 minutes per week of unassigned time. Beginning September 1, 2001, elementary teachers shall have five hours and 27 minutes of classroom instructional time less 225 minutes per week of unassigned time. Effective June 2018, kindergarten teachers shall have five hours and 27 minutes of classroom instructional time per day, less 225 minutes per week of unassigned time, consistent with other elementary teachers. Except for kindergarten teachers in intensive needs classes at Waverly Elementary School, kindergarten teachers shall have no more than two (2) one (1) hour sessions of student instructional time scheduled on first day of school. Kindergarten teachers in intensive needs classes at Waverly Elementary School shall be assigned to work with their students for no more than one half (1/2) of the first day of school. Nothing herein shall relieve such teachers from working the entire workday on the first day of school.

Except for kindergarten teachers in intensive needs classes at Waverly Elementary School, kindergarten teachers shall be assigned to work with their students for no more than one half (1/2) of the day, with no student lunch period, on the second and third days of school. Nothing herein shall relieve such teachers from working the entire workday on the second and third days of school. Kindergarten teachers in intensive needs classes at Waverly Elementary School shall be assigned to work with their students for the full day on the second and third days of school.

Except for kindergarten teachers in intensive needs classes at Waverly Elementary School, a minimum of two (2) days shall be scheduled for kindergarten teachers in the spring semester where such kindergarten teachers shall be assigned no more than a half day of student contact time, which student contact time shall be utilized for transition activities related to incoming and/or outgoing students. The District shall schedule a minimum of one (1) such day in the spring semester for kindergarten teachers in intensive needs classes at Waverly Elementary School. Nothing herein shall relieve such teachers from working the entire workday on such days.

It is agreed that should the SED issue guidelines, rules or regulations whereby any half days, including, but not limited to, the half days provided for herein, cannot be counted as school session days for the purposes of State Aid, the terms and conditions set forth herein as agreed upon in June 2018, shall expire and no longer be effective, notwithstanding §209-a(1)(e) of the Civil Service Law upon the effective date of such guidelines, rules or regulations.

Commencing with the 2014-2015 school year, elementary school students will be dismissed at half day on Monday, Tuesday, Wednesday and Thursday of the last week of school and after one hour on Friday of the last week of school. The Board will exercise all reasonable effort to grant a daily unassigned period in the elementary schools. No teacher shall be scheduled for more than one day per week without any unassigned time of at least 30 continuous minutes.

2. Secondary Schools: All teachers shall report for work at 7:45 a.m. and shall remain in school until 2:55 p.m. every day.

3. Teachers may leave school 15 minutes earlier on Fridays and the day before a holiday but not before regular student dismissal.

4. The Wednesday before Thanksgiving will be a half day of school.

5. The day before the December holiday recess will be a half day of school.

6. Commencing with the 2015-2016 school year, one additional half-day of school (a full day instead shall be scheduled as a half-day) beyond those provided in paragraphs 4 and 5 above will be added. The date is to be determined in consultation with the Association. If no agreement is reached, the half-day will be the Friday before Presidents' Day.

C. CLASS ASSIGNMENTS - SECONDARY SCHOOLS

1. Teachers shall be assigned to no more than five teaching periods per day of 45-50 minutes duration. An additional small group support center/content area laboratory period will be provided no more than four (4) times per week per teacher. The purpose is to provide supplemental material rather than to do primary instruction. The support period is not credit bearing and with no lesson plans, grading, or parent conferences required nor formal teaching observations/evaluations. Some preparations of materials may be helpful. No more than seven (7) students per teacher are involved in any one period.

2. Teachers not assigned small group support center/content area laboratory period may be assigned a study hall or computer lab supervision. Teachers supervising computer labs will make every effort to ensure students abide by the district's acceptable use of technology policy, but will not face disciplinary action in the event students violate the district's acceptable use of technology policy. Every effort will be made to keep the study hall size to 15 to 20 students.

3. All of the assignments above will be done on an equitable basis.

4. Preparation periods should be scheduled, wherever possible, after no more than three consecutive teaching periods.

5. Every effort shall be made so that no teacher shall have more than two subject matter preparations per day.

6. Every effort will be made to ensure that teachers working in more than one building are scheduled to teach in one building in the morning and the other building in the afternoon.

7. Tenured teachers may volunteer to teach a sixth (6th) period on the secondary level provided there are no more than two such volunteers in any tenure area (excluding science) with no aggregate maximum. Courses taught from the science tenure area may have a total of three (3) overages. The ETA shall be notified of potential overages on or before June 15 for the following school year. Should additional overages be required, the District must first consult the ETA for approval. Overages will not result in teacher layoffs or a reduction in a teacher's FTE.

Teachers who do not have reduced course loads will be given the right of first refusal when staffing overages.

8. Teaching assistants may be assigned up to seven (7) teaching periods per day of 45-50 minutes duration.

9. If a teaching assistant, on the secondary level, is not scheduled to work the maximum teaching periods allowed, of seven (7), they may be reassigned from one prep period per week to provide coverage in the small group support center/content area lab.

10. Preparation periods for teaching assistants should be scheduled, wherever possible, after no more than four (4) consecutive instructional classes.

11. Academic Intervention Services (AIS) for special needs students, like other Academic Intervention Services (AIS), may be assigned to bargaining unit members as small group support center/content area laboratory periods pursuant to Article III-Section C(1) at the discretion of the District. This includes, but is not limited to, assigning special education teachers to provide such Academic Intervention Services (AIS) to special education students enrolled in their own classes in accordance with the terms and conditions set forth in Article III- Section C(1).

The parties agree that, effective in the 2018-2019 school year and continuing thereafter, bargaining unit members in the Middle School may be assigned, on a voluntary basis, the following in addition to their five (5) assigned teaching periods:

(a) One (1) period of Academic Intervention Services (AIS), every other school day, in accordance with the requirements set forth in Article III- Section C(1) regarding small group support center/content area laboratory periods; and

(b) One (1) period of a Social Skills class, every other school day, alternating with the period of Academic Intervention Services (AIS) set forth in 11(a) above. The Social Skills class shall be a regular, credit bearing teaching period. As such, bargaining unit members teaching such Social Skills classes shall have the same responsibilities, and be subject to the same requirements, as other regular, credit bearing teaching periods, including, but not limited to: providing primary instruction; creating lesson plans; grading students; holding parent conferences; and being formally observed and/or evaluated.

(c) The above assignment will result in bargaining unit members being assigned one (1) period per day each day of the week with the assigned period alternating between the AIS or Social Skills Class, consistent with the Day 1, Day 2 Middle School Schedule. Bargaining unit members given the above assignment shall receive an annual stipend in the amount of \$5,480.00. The parties agree that such bargaining unit members shall not be entitled to any other compensation for teaching such classes, including, but not limited to, the Sixth (6th) Teaching Period Assignment stipend and/or under any other provisions of this contract.

12. The parties agree that prior to the holiday recess (i.e., December-January recess), members of the District's Central Administration will meet with representatives of the Association and the bargaining unit members given the assignment set forth in Paragraph 4 above, to review the Social Skills classes set forth in 11(b) above. Members assigned the alternating AIS and Social Skills classes set forth in item 11 above shall, by February 1st of the year of such assignment, notify the District as to whether they volunteer for such assignment for the following school year. The parties understand and agree that whether a volunteering unit member receives said assignment is at the discretion of the District.

D. All members of the Association's Negotiating Committee will be exempt from additional duties because of their participation in contract enforcement.

E. ASSIGNMENT OUTSIDE AREA OF CERTIFICATION

1. A teacher may be assigned to one period of instruction outside the teacher's area of certification on the following terms and conditions.

2. The Board will make a reasonable effort to obtain a volunteer to cover a needed assignment. In the event voluntary coverage cannot be obtained, a teacher may be assigned involuntarily from a pool of teachers determined according to the following requirements and in the following order:

(a) A teacher who has certification in the subject area from another state.

(b) A teacher who has two or more years of previous satisfactory teaching experience in the subject area.

(c) A teacher who has a minimum of sixteen (16) credits in the subject area.

3. In the event no eligible teacher can be obtained by any of the above, teachers may be selected based on work-related experience.

4. The pool of teachers shall be restricted to no more than five (5) in each subject area and shall be developed from 2 (a), (b), (c). 2 (c) selections shall be made as follows:

(a) Teachers who have sixteen credits in the subject and who have, in order, the highest point scores arrived at in the following manner, will be assigned to the pool.

(b) For each credit earned in the subject, the teacher shall receive one (1) point on a rating scale; one (1) point shall be deducted from such scale for every year since the last year the teacher received a college credit in that subject. In the event two or more teachers have an identical point ranking, the teacher with the least seniority in the district shall be the first eligible for the pool.

(c) The district may assign any member of the pool.

5. The procedure to be used in selecting teachers to be assigned under the terms of this clause will be as follows:

The District will identify the area of academic need as well as academic areas in which there are teachers available for reassignment. All teachers in the latter academic areas who meet the minimum requirements in the area of academic need as outlined in 2 (a), (b), and (c) above will be placed into an eligibility pool, arranged in chronological order based on the most recently completed courses in the area of academic need or most recent successfully completed assignment in that area. The five teachers with the most recent related course work or work experience will comprise the pool of teachers eligible for transfer.

6. A teacher will not be assigned in more than one outside area for any more than two years during any consecutive five-year period. During the five-year period the involuntary assignment will not be changed to another subject out of the teacher's certification area. The assignment may, however, be dropped or continued in the same subject during that five-year period.

7. Teachers will be assigned only one class outside of their area of certification.

8. There shall be no evaluation in the subject matter performance of the out of certification assignment of any teacher assigned pursuant to the provisions of the agreement. While the teacher is assigned a class under the provisions of this section, evaluations made with respect to the teacher's other classes shall recognize the existence

of the out of certification area assignment, and shall take the same into account. All such observations will be for the purpose of assisting the teacher in the assignment.

9. The assignment may be appealed to the Superintendent.

10. In the event that a teacher alleges that the assignment is not in compliance with this clause or is for discriminatory or disciplinary purposes, an arbitration will be commenced within two weeks of the allegation. The arbitrator shall render a decision within two weeks thereafter.

11. Other than volunteers, no more than five (5) teachers may be assigned under the terms of this clause at any one time.

F. CLASS SIZE

1. Kindergarten: The average assignment for kindergarten teachers shall be twenty-five pupils per class in the all-day kindergarten program.

2. Elementary Schools: The class size average shall be twenty-seven. The average shall be determined per grade per school. The word average is defined as the arithmetic mean between two or more quantities. Every reasonable attempt shall be made to make class size as equitable as possible.

3. Secondary Schools: The class size average shall be twenty-five. The average shall be determined in each subject matter area covering grades 7 through 12. The word average is defined as the arithmetic mean between two or more quantities. Every reasonable attempt shall be made to make class size as equitable as possible.

4. Whenever possible a monitor shall be assigned to assist teaching assistants when they are assigned to an activity outside of the classroom and such activity has more than 25 students involved.

G. SPECIAL PROVISIONS

1. Notwithstanding any of the items set forth in Paragraphs C and F hereof, it is recognized that emergency conditions may exist such as, but not limited to, space requirements, teacher availability, etc., which would make it impossible to adhere to the specifications set forth herein. During the existence of such an emergency, it shall not be considered a breach of the intent or purpose of this agreement to make such other assignments as the emergency may demand, provided, however, that every effort will be made to remove the emergency conditions as rapidly as possible, and provided further that emergency assignments of personnel shall be made as equitably as possible.

2. Nothing herein contained shall prevent experimental teaching, such as team teaching, which may result in class sizes different from those specified herein.

3. Teachers shall not be assigned to cover classes of absent teachers except in those cases which constitute an emergency and for which substitutes cannot be secured. When such assignments become necessary they shall be made as equitably as possible.

4. It is agreed that the Board recognizes the concept of additional remuneration for "overload" regarding teacher duties.

5. When a Teaching Assistant's assignment results in the loss of a preparation period and/or a lunch period, then the Teaching Assistant will be compensated at the rate indicated in Appendix A3.

6. When an active tenured teaching assistant in good standing is hired as a probationary teacher in Eastchester, the teaching assistant shall be granted a one year leave and the right of return without penalty as to salary placement or loss of benefits.

H. AFTER-SCHOOL MEETINGS

1. No more than four staff meetings per month shall be held in each school building. Regular monthly faculty meetings shall be held on Monday afternoons and shall not normally exceed one hour in duration.

2. In addition to such building meetings, each teacher shall be encouraged to attend Home-School Association or PTA meetings. Elementary and secondary teachers shall also be available for one additional evening per year for an open house or back to school night. On the day of the Open House and evening parent conferences, teachers may leave school after all students have been dismissed.

3. Teachers may be required to attend five district-wide staff meetings of all the professional personnel per year, excluding the teacher orientation program at the beginning of the school year.

4. At least four days notification of a faculty meeting shall be given. Teachers upon proper and timely notification to the building principal may place such items on the agenda for such faculty meetings as may be of interest to the teachers in that building. Principals should notify their respective faculties of the planned agenda for the faculty meeting at least three days prior to such meeting.

5. Parent-teacher conferences shall be scheduled during the regular school day. Where this is not possible, the teacher will make other arrangements. Prior to making final arrangements for a parent-teacher conference, the teacher's availability should be ascertained. It is clearly understood that it is part of a teacher's professional responsibility to confer with parents whenever the need arises.

6. In the elementary schools, there shall be two half-day parent-teacher conference days in the fall and in the spring. Check off interim reports will be sent home to parents before the fall conference days. One evening parent conference in the fall will be held for parents unable to attend daytime conferences. Teachers will make every effort to accommodate parent requests for an evening conference on the designated evening.

However, teachers who do not have any conferences scheduled for that evening will not be required to be in attendance that evening. In the spring, interim report cards are to be issued to parents who are not called in for a conference. The purpose of these interim reports is to accommodate those parents who do not attend a parent conference.

7. There shall be prior written notice of at least ten days for required meetings except as required in H-4 above.

8. In the exercise of a sense of teacher professionalism, and in recognition of their professional responsibilities to give extra pupil assistance and counseling when needed, and to participate in conferences for curriculum planning, teachers shall continue to make themselves available at reasonable times and when necessary, at the close of the school day, and at times other than required by this agreement, for the benefit of pupils seeking or requiring extra assistance or counseling, or for curriculum planning conferences.

(a) Any general implementation of specific programs planned hereunder shall be given in as specific detail as possible to the Association, one month before its planned implementation.

(b) Any failure of a teacher to comply with the above may subject such teacher to disciplinary action.

I. NOTIFICATION OF ASSIGNMENTS

1. All teachers shall be notified of their professional responsibilities for the ensuing school year no later than June 15th, of the prior year. Such notification shall include, wherever possible, specific teaching assignments, estimated class sizes and the teaching schedule.

2. The scheduling of teachers and students and the providing of teaching stations for all regularly scheduled classes shall be the responsibility of the administration. While the opinions and preferences of teachers should normally be considered, no teacher shall be required to schedule himself or his students or to find teaching stations for his regularly scheduled classes.

J. NON-PROFESSIONAL ASSIGNMENTS

1. Reasonable effort will be made to keep non-professional assignments of teachers to a minimum. Where such assignments are necessary, they shall be effected as equitably as possible. Due regard shall be given to the nature of the assignment and the normal professional responsibilities of the individual involved. A schedule of all such assignments shall be prepared and shall be available no later than October 1st of each year. Unscheduled activities shall be accommodated by volunteers wherever possible.

2. No unpaid supervisory duties will be performed by teachers (e.g., bus duty, cafeteria duty, hall supervision, unpaid chaperoning duties, parking lot supervision, etc.)

K. DUTY-FREE LUNCH PERIOD

During each full school day, secondary teachers shall receive a duty free lunch period equal in length to a teaching period, and elementary teachers shall receive a sixty minute duty free lunch period.

L. Every effort will be made to ensure that necessary teaching equipment, instructional materials and supplies for each teacher will be available at the opening of school.

M. When a teacher serves in two schools in one day, reasonable effort shall be made to allow the teacher appropriate travel time. Every effort will be made to ensure that teachers working in more than one building be scheduled to teach in one building in the morning and the other building in the afternoon.

N. All teachers have the privilege of leaving the building when unassigned. Building principals should be notified and the destination of the teacher left with the office.

ARTICLE IV - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each full-time member of the staff shall be allowed during the contract year 15 days of absence with full pay because of personal illness.

2. The unused portion of the annual sick leave accumulated after July 1, 2006, shall accumulate with no maximum.

3. In case of illness necessitating absence beyond the maximum sick leave allowed at full pay, each full-time member of the staff shall receive one-half pay for as many months, or fractions thereof, as he has years of service, less any months, or fractions thereof, for which he has previously received half pay on account of illness during such service.

4. In the case of any absence for illness, the teacher shall present such proof of the necessity for such absence as the Superintendent of Schools may reasonably require.

5. Teachers are to obtain a summary of their sick leave accumulation annually.

6. Sickness or accidents incurred in the performance of regular duty shall not consume a teacher's sick leave where such absence is covered by Workers' Compensation. The amount of Worker's Compensation shall be returned to the Board.

7. At the time of a teacher's retirement, the teacher shall be compensated for unused sick leave days according to the following schedule at twenty-five percent (25%) at the daily rate in effect at the time of retirement, or with six weeks' pay, whichever is greater at the option of the teacher (as provided in note 3, III of Appendix A). Teachers electing six weeks' pay must notify the District by February 1 of the year of retirement. In 2006-2007, unused sick leave days for compensation shall not exceed 225; in 2007-2008

exchange programs and internships. This provision is not retroactive.

H. Graduate and In-Service Credit:

Graduate and in-service credit will be accepted for movement on the salary schedule if the following criteria are met:

Traditional graduate courses of programs (A and C or B and C)

- A. In general education
- B. In area of specialization
- C. Offered by an accredited college or university

Participation in approved in-service programs conducted by Nyack Public Schools or other in-service programs, which have prior approval by the superintendent of schools, will be credited at the equivalent of two semester hours of university work for salary schedule purposes. In the event that in-service work which has the approval of the superintendent of schools carries more than two semester hours of credit, the appropriate number of credits will be accepted. The maximum number of in-service semester hours that will be credited will be at the rate of six per year. More than six credits of in-service work per year may be credited if written prior approval of the course and number of in-service credits is obtained from the superintendent. The total number of in-service credits that any individual may claim for salary scale purposes shall not exceed forty-five (45). At the expiration of this contract, the total number of in-service credits that any individual may claim shall be reduced to thirty (30).

Graduate courses in administration used for scale changes will be limited to 9 credits for the teacher. People in administrative programs prior to 07/01/00 will be excluded from this limit. Teachers may take a maximum of eighteen (18) credits for scale change via on-line courses pursuant to guidelines developed by the District.

Barring any extenuating circumstances, the District will respond within two (2) weeks of the request for course approval.

The parties agree to establish a Nyack Professional Academy during the 2016-2017 school year with the purpose of providing staff with opportunities to both teach and enroll in courses geared specifically to the needs of the Nyack School District. Enrollees can use these courses as in-service credits toward advancement on the salary schedule, subject to the limitations for same set forth in the collective bargaining agreement. Further, both parties agree to explore possibilities for partnering with a local college or university with the intent to offer courses that could be taken for graduate credit. During the 2016-2017 school year both parties also agree to clarify guidelines with the intent of expediting the District's current course approval process.

4. In order to receive the longevity payment a unit member must have completed ten (10) or more years of uninterrupted service in the Minisink Valley Central School District. NOTE -- A unit member on leave of absence or maternity leave is to be considered in the employ of the District without interruption except that the time of absence cannot be included in the ten (10) years of service.

B. Payment for Unused Sick Leave

1. Unit members who have served at least ten (10) years in the Minisink Valley Central School District and have unused accumulated sick leave days, shall be compensated for such days at a rate of \$70 per day up to two hundred fifty (250) days.
2. Payment for such unused sick time shall be provided by the district to the employee upon the unit member submitting a letter of resignation for the purpose of retirement from NYSTRS or ERS to the Board of Education by January 15 of the school year with a retirement date of June 30. Payment shall be provided to the unit member no later than July 31. In the event of extreme hardship, the Superintendent or designee may waive the January 15 requirement.

Upon tender to the District of retirement money already received under this clause, a unit member can revoke such notice of retirement in the event of extreme hardship, if no replacement has been hired.

C. Accident Indemnity

Whenever a regularly employed unit member is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by accident or an assault occurring in the course of his/her employment, he/she will be paid his/her full salary during his/her absence from his/her employment with no loss of sick leave. Teachers shall pay to the Board of Education all remuneration received from Workers' Compensation relating to loss of pay.

D. Graduate Work

1. a. Reimbursement for graduate work shall commence with the first pay in December (retroactive to September) after filing of an official transcript to the Superintendent's office by November 1. Reimbursement shall be for the full amount as per Article VI. D.2.b.(i) or (ii).

b. In lieu of receiving payment for graduate hours, unit members may opt to receive 100% reimbursement of said course's tuition. Payment of tuition in lieu of payment for graduate hours must be mutually agreed to by the District and the unit member. Tuition will not be paid for courses leading to permanent certification or a Master's Degree.

c. Graduate hours shall only be reimbursed in multiples of six (6) credits.

2. a. The maximum number of compensable hours, graduate and/or in-service is 60 hours. Once the maximum total of 60 compensable hours has been reached, any additional graduate hours earned in blocks of 6 may be used to replace the equivalent number of in-service hours.

b. Compensation for graduate hours:

(i) Graduate hours shall be compensated at the rate of \$40 per hour.

c. Upon completion of an approved Ph.D. program at an accredited graduate institution, a teacher shall receive a one-time bonus of \$500.

3. a. Compensation for graduate hours beyond the Bachelor's degree will be given only if those courses received prior written approval by the Superintendent and only if awarded by an accredited graduate institution.

b. Compensation for graduate credit leading to a Master's Degree requires prior written approval of the Master's program by the superintendent.

E. In-service Credit

1. In-service offered by the district will be allowed for salary purposes only if so stated prior to the course offering. All in-service must have approval of the Building Principal and the Superintendent.

2. The instructor of said course, at his/her sole discretion, shall be compensated in one of two ways: 1) payment shall be at the rate of \$32.00 per clock hour to a maximum of 40 hours, such payment made at the conclusion of said course, or 2) the instructor shall be granted a number of in-service hours at least equal to the number granted to a teacher completing said course.

3. Credit for in-service courses shall be granted under the following schedule:

10-15 clock hours = one credit

4. In-service hours shall be only reimbursed in multiples of six (6).

a. In lieu of receiving payment for in-service hours, unit member may opt to receive 100% reimbursement of said course's tuition. Payment of tuition in lieu of payment for in-service hours must be mutually agreed to by the District and the teacher.

b. Compensation for In-service hours:

In-service hours shall be compensated at the rate of \$30 per hour.

F. Reimbursement for Use of Vehicles

Unit members shall be compensated the applicable IRS rate per mile during the school year for necessary and authorized travel by personal automobile. Teachers shall submit a signed, written travel voucher stating the date, time, mileage and purpose of their travel in order to receive this compensation.

G. Compensation for Required Physical Exam

1. Physical examinations will be required at the time of a unit member's appointment.
2. The Board required physical examination may be done by:
 - a. The school physician.
 - b. A physician of the teacher's choice.
3. The Board will reimburse the cost of the required physical exam at the rate of what they would otherwise pay the school physician.

ARTICLE VII. COMPENSATION FOR EXTRA DUTY

A. 1. Curriculum Coordinators

Volleyball	Sectional Tournament
Soccer (B&G)	Sectional Tournament
Wrestling	Divisional Meet
Tennis (B&G)	Sectional Tournament (beyond school day)
Baseball	Sectional Tournament
Softball	Sectional Tournament
Track	Sectional Meet
Golf	Sectional Tournament (beyond school day)
Lacrosse	Sectional Tournament

J.V. Coaches who join the Varsity Coaches will be remunerated for post season games only in the following sports:

Basketball	Baseball
Soccer	Softball
Volleyball	Wrestling

Other chaperoning assignments will be reduced by one to accommodate the J.V. Coach as a chaperone.

Effective September 1, 2015, Varsity Cheerleading shall be included under this section to the extent that the Varsity Cheerleading team accompanies another Varsity sport in post season play. Additionally, the Varsity Cheerleading coach shall only be entitled to post season compensation for the time period not covered by the next season's coaching payment. For example, the Fall Varsity Cheerleading coach shall only be entitled to post season compensation up until the start date of the Winter Varsity Cheerleading season.

c. Coaches' checks should be available on the following dates:

Fall Coaches:	2nd paycheck in October
Winter Coaches:	1st paycheck in February
Spring Coaches:	2nd paycheck in May

Checks should be given to the Athletic Director who will distribute them to the coaches at the completion of their season. Distribution of checks will be contingent upon:

1. Collection of equipment and uniforms
2. Completion of end-of-season report(s)
3. Officials ratings (where applicable).

4.4 In-service Credits

a. In-service courses taken for salary credit must be approved in advance by the Superintendent of Schools. The approval of such courses will not be withheld

unreasonably. The following criteria are to be used by the Superintendent of Schools when deciding on whether or not to approve in-service credits:

1. The content of the session must be within the current teaching and/or tenure area and will benefit students in the teacher's current assignment;
 2. Attendance at the session is deemed to be of value to the improvement of education within the district; and
 3. The session must be sponsored by a recognized educational organization.
- b. A maximum of nine (9) approved in-service credits and a minimum of six (6) approved graduate credits or undergraduate credits are required for lane movement in each column.

4.5 Graduate Credits

- a.
 1. Individual graduate courses taken by a teacher for salary credit and not previously approved as part of an approved graduate program must have approval from the Superintendent fifteen (15) days in advance of registration for the course. If, due to course unavailability a substitution is required, an equivalent course will be accepted.
 2. When a teacher is involved in a masters or doctorate program and has matriculated in a college or university program, prior approval by the Superintendent of Schools of the course requirements for the entire program must be obtained. Once such approval has been obtained, individual courses within the program need not be approved, but Course Approval forms must be submitted to maintain records for lane changes.
 3. No credit will be given for duplicate courses.
- b. After September 1, 1969, a course successfully completed after meeting all baccalaureate or master's degree requirements, but prior to the actual conferral of the degree, will be acceptable for the post-baccalaureate or post-master's credit for salary adjustments. Baccalaureate or master's degree requirements referred to above may include a comprehensive examination and/or a thesis.
- c. Two master's degrees will be held to be at least the equivalent of M.A. +30.
- d. Adjustments for point credits will be semi-annual as of September 1st and February 1st of each year. Applications for adjustments must be submitted with full and proper documentation prior to October 15th (for September 1st adjustment) and March 15th (for February 1st adjustment).
- e. Procedural guidelines for application for credit approval will be prepared by the Superintendent and distributed to all teachers.

- f. Undergraduate credits accumulated after the attainment of a master's degree to obtain additional certification, or enhance their ability to teach outside their certification area, may, with prior approval of the Superintendent of Schools, be accepted for salary credit as graduate credit.
- g. If a teacher is assigned to an area for which he or she is not certified and the teacher needs undergraduate courses to prepare for the new area, the teacher may apply for salary credit for such courses in accordance with the established procedures.
- h. A specialist category is added effective 9/1/82 whereby those teachers who were required to earn 60 graduate hours to receive a master's degree will be placed on Step M.A. +30.

4.6 Tuition Reimbursement Grants

- a. A professional staff member will be eligible to apply for a tuition reimbursement grant if he or she has completed five continuous years of teaching service. Leaves of absence granted by the Board of Education for child-care leave, military leave, etc., will not be considered interruptions of continuous service. The period of time spent on leaves of absence will not, however, accrue toward the five years of service in question.
- b. Grants of tuition reimbursement may be awarded according to:
 - 1. Potential benefit to the school system.
 - 2. Potential for individual professional growth.
 - 3. Merit of the proposal.
 - 4. Seniority.
- c. The Board may award tuition reimbursement grants for a total of up to \$12,000 per academic year to those qualified professional staff members who, after receiving the prior approval of the Superintendent, present an official transcript indicating successful completion of a program of graduate or undergraduate credit at an approved college or university. Effective July 1, 2009, the maximum amount an individual member may receive per academic year for tuition reimbursement will be \$1,000. Any money left over from the annual tuition reimbursement funds (\$12,000) will be rolled over to the next academic year with a cap of \$16,000 in the account on an annual basis. Notwithstanding the foregoing, in no event shall the District's annual award exceed \$12,000 per academic year.

A short report will be made to the Board of Education describing the course and the value to the participant in terms of his/her teaching. It is agreed that courses paid by the Board of Education in excess of 50% of the cost of the course will not be applied for salary credit.

All teachers applying for either a tuition reimbursement grant shall be required to submit a financial plan in advance. Approvals shall be specifically limited to the amount approved. Reimbursement will be made for previously approved tuition grants after submission by the applicant of an official tuition receipt showing payment, and an official transcript of the successfully completed course.

Definition of Terms:

- **Official transcript** - a transcript bearing the seal of the college or university and the registrar's signature. Student copies and student grade cards are not acceptable.
 - **Successful completion** - means a grade of B or above.
 - **Graduate credit** - refers to courses recognized by a college or university as graduate level courses that have been approved for graduate salary credit by the Superintendent of Schools.
 - **Undergraduate credit** - refers to courses recognized by a college or university as undergraduate level courses that have been approved for graduate salary credit by the Superintendent of Schools.
- d. The professional staff member awarded a summer tuition reimbursement grant shall, prior to the receipt of the grant, sign a statement of intention to continue to serve the District.
- e. There shall be no loss of increment. The teacher will move on the salary schedule as though physically present.
- f. A professional staff member requesting a tuition reimbursement grant must submit, for approval, the complete application to the Superintendent not later than 6 weeks prior to the 1st day of the class.
- g. Tuition reimbursement grants will be made at the discretion of the Board of Education.

4.7 Pay Periods

- a. All teachers will be paid every other Wednesday. Teachers may receive their pay on the ten-month plan (21 pay periods) or the twelve-month plan (26 pay periods). If the twelve-month plan is selected, the final payment will be made at the end of the school year.
- b. Notwithstanding the foregoing, the District shall have the option to change pay periods from the current 21 or 26 pay periods option(s) to 20 or 24 pay periods option(s), provided the District is successful in revising the pay periods for the District's other bargaining units.
- c. Terminal pay or pay when starting other than at the beginning of the month:

B. The District agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, gender, sexual orientation, marital status or membership in, or association with, the activities of any employee organization.

ARTICLE V - SALARIES

A1. Salary Schedule

Each unit member who is eligible to advance a step on the salary schedule shall do so, effective July 1 of each school year. Effective July 1, 2019, the 2019-20 school year salary schedules shall be increased by 1.9% at each step. Effective July 1, 2020, the 2020-21 school year salary schedules shall be increased by 1.4% at each step. Effective July 1, 2021, the 2021-22 school year salary schedules shall be increased by 1.1% at each step.

Salary Notice:

Absent extenuating circumstances, the District shall provide salary notification letters to all PVFT members on the same day as the first payroll.

A2. Activities/Clubs/Co-Curricular and Coaching Salaries

The 2014-2015 stipends for extra-curricular, co-curricular and interscholastic athletics shall remain in effect through June 30, 2022; provided, however, that the issues of extracurricular, co-curricular, athletic stipends and sick leave bank rules shall be referred to the Labor-Management Committee for discussions and recommendations to the leadership of the parties.

For co-curricular salaries see Appendix B.

For coaching salaries see Appendix C.

B. Differentials

1. Graduate Credits

a. Annual salaries shall be increased at the following rate for additional semester hours of study approved by the Board up to a maximum of sixty (60) credits beyond the Bachelor's degree and ninety (90) credits beyond the Master's degree. It is agreed that for purposes of computation, only new credits taken after July 1, 1992, and added to the graduate credit levels in effect on January 1, 1992, shall be considered for the computation of credit maximums. No credit shall be allowed for points necessary to complete initial certification. The District need not consider credits older than five (5) years at the time of application. A Master's degree will be considered as one degree regardless of the amount of credits taken to complete it.

b. The District shall compensate teachers at the rate of \$60 per graduate credit for credits taken prior to June 30, 1998. Graduate credits taken after June 30, 1998 will be compensated at the rate of \$125 per graduate credit. Graduate credits taken after July 1, 2005, will be compensated at the rate of \$135 per credit for the life of this contract. Graduate credits taken after July 1, 2015, will be compensated at the rate of \$150 per graduate credit.

- c. It is not possible for the credit criteria to cover all areas of request for course approval. Procedure for approval of all graduate credits intended for use as salary advancement must be secured by the Superintendent, or his/her designee, with submission of course description. This is also true of online courses taken from accredited institutions. These high quality online courses have the following characteristics:

- They are rigorous and relevant in terms of content and instructional strategies.
- They are tied to specific content areas.
- They attend to District and Building level goals.
- They address student learning and include the potential effect of the work on student achievement.
- An accredited institution that also offers on-site courses must host the online course.
- The institution does not differentiate between online and on-site courses in terms of level of work, assessments, course credit or fees.
- The course must offer a learning experience filled with academic rigor and a great deal of interaction. It cannot be a correspondence course. It must have a weekly schedule of assignments, online discussions, readings and e-mail discussions.

While administrative approval is required for all courses, the criteria set forth will be used as a guide for those areas listed below.

- Courses must be from an accredited degree-granting institution on a graduate level.

- d. Salary credit will be granted with prior administrative approval for:

1. Courses in teaching methodology.
2. Courses related to the applicant's assignment.
3. Courses prescribed by a college for a degree as determined by proof of matriculation where the degree or courses are in the approved field of education.
4. Courses requested by the administration for the improvement of the teacher (not to include in-service courses).
5. Administrative Credits - Courses leading to an administrative degree will be granted salary credit, with prior approval, provided the applicant is a matriculated student in an approved program. For purposes of this agreement, the District shall not consider administrative credits that are older than five (5) years or were acquired prior to employment in the Putnam Valley School District.

- e. Salary credit will not be granted for:

1. Correspondence and TV courses.
2. Courses in adult or continuing education.
3. Courses leading to a new profession outside the field of education.
4. Courses previously approved but for which a passing grade is not received.
5. 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.
6. Courses that duplicate previously taken courses.
7. Courses that are not properly documented by official transcript.

- f. All graduate credit requests must be entered into the District's designated electronic platform and receive pre-approval before the course begins. The Superintendent, or his/her designee, will approve or deny these credits. In the event that there is a disagreement regarding the acceptance of a course or workshop, the Superintendent, or his/her designee, agrees to meet and discuss with the teacher in order to consider that appeal. The Superintendent will make the final determination.
- g. Graduate Credit Compensation:
Unit members shall have two opportunities during a school year for submission of graduate credits for salary schedule advancement purposes. For graduate credits that have been completed and submitted by June 30 of the school year, unit members will receive a full year of credit for the following school year. For graduate credits that have been completed and submitted by January 15 of a school year, unit members shall receive credit for one-half of the school year.
- h. Effective July 1, 2019, the maximum number of graduate credits that may be applied annually for salary schedule advancement shall be 16 graduate credits per year. In the event that a teacher earns more than 16 graduate credits in one year, he/she may submit those in excess of 16 for compensation during the ensuing school year.

2. In-service Credit

- a. The Putnam Valley Central School District recognizes the importance and benefits of staff development, of assisting its educators in searching for and refining new ideas and techniques for instruction. To this end, the Putnam Valley Central School District agrees to pay teachers fifty dollars (\$50) for every in-service credit earned. An in-service credit will be defined as ten (10) hours of attendance at a district-sponsored, BOCES-sponsored, or Teacher Center-sponsored course, workshop or seminar taken beyond the school day.
- b. Unit members shall have two opportunities during a school year for submission of in-service credits for compensation purposes. For in-service credits that have been completed and submitted by June 30 of the school year, unit members will receive in-service credit compensation for the following school year. For in-service credits that have been completed and submitted by January 15 of a school year, unit members shall receive credit for one-half of the school year.
- c. In-service credits should be aligned to district and/or building goals.
- d. All credit requests must be entered into the district's designated electronic platform and receive pre-approval before the course begins. The Superintendent, or his/her designee, will approve or deny these credits. In the event that there is a disagreement regarding the acceptance of a course or workshop, the Superintendent, or his/her designee, agrees to meet and discuss with the teacher in order to consider that appeal. The Superintendent will make the final determination.
- e. Courses that duplicate previously taken courses will not be approved.
- f. Evidence of completion of the course, as certified by the instructor or institution, must be uploaded into the district's designated electronic platform before credit will be granted.
- g. For those courses outside of those district-sponsored, BOCES-sponsored, or Teacher Center offerings, consideration will be given to those courses and/or providers that demonstrate relevant content and require active participation on behalf of the

participant. In the event a teacher(s) believes a particular course or offering satisfies the district's expectations they may submit that course be added to the district pre-approved course offering list. The participating teacher must present evidence to support his/her rationale for this request to the Superintendent, or his/her designee.

- h. The district reserves the right to manage the pre-approval course list.
- i. There shall be a maximum of 100 online hours of in-service credits that may be taken in a year. The number of face-to-face in-service credits that may be earned in a year remains unlimited.

It is the intent of the District to offer numerous in-service options both during the school year, and the summer months in order that teachers may fulfill their CTLE requirements. The core of summer offerings will be announced by May 1 of each year, with additional offerings to be added as developed.

3. Sixth Teaching Assignment

The PVCSD and PVFT recognize the need, in extenuating circumstances, to ask a Middle School or High School teacher to teach a sixth teaching period. Should this need arise, every effort will be made to seek out the internal candidate with the best credentials to fill the teaching assignment until a leave replacement is hired. The district will continue to actively pursue the hiring of a qualified permanent leave replacement.

If a teacher is assigned a sixth teaching period, and if the sixth teaching period caseload is fewer than eight students, the teacher can choose either to be compensated 10% of their base salary or be relieved of a duty. If a teacher is assigned a sixth teaching period, and if this teacher's sixth teaching period caseload is at or above eight students, the teacher can choose either to be compensated 20% of their base salary or be relieved of a duty.

For a sixth teaching assignment the teacher will be compensated at a rate using the following calculation where the sixth teaching period caseload is greater than or equal to eight students: the individual teacher's base salary divided by 200 and then divided by five, starting on the day the position is filled until the day a new teacher is hired. For a sixth teaching assignment the teacher will be compensated at a rate using the following calculation where the sixth teaching period caseload is fewer than eight students: the individual teacher's base salary divided by 200 and then divided by ten, starting on the day the position is filled until the day a new teacher assumes the function. Assignments that are less than thirty days in duration will be paid on a per-diem basis for days actually worked.

Sixth class assignments will be posted and open to all qualified Federation members. All eligible teachers interested in teaching the sixth assignment will apply to the building principal. The terms shall be voluntary and cannot cause a reduction in the workload of any teacher. The final hiring decision will be made by the Superintendent, or his/her designee.

4. Service Increment/Enhanced Longevity

For the duration of this agreement, any teacher who has attained the following years of service, at least ten years of which shall have been on tenure in this district shall be entitled to the following percentage increases applied to their annual salary:

Years of Service	Longevity	Longevity with Professional Development*
15 - 17	1.5 %	2.5 %
18 - 20	2.0 %	3.5 %
21+	2.5%	4.5 %

in the unit directly concerned with or affected by the grievance.

C. Grievance Procedure

1. **First Step** - A grievant may, either orally or in writing, present a grievance to his immediate supervisor within 15 days following the act which is the basis for his complaint. The supervisor shall discuss the grievance with the grievant, investigate the matter and attempt to resolve it. The decision of the supervisor shall be made within 5 days following the receipt of the grievance. Where the grievance has been presented in writing, the decision shall be in writing. If the grievance arises out of an action or determination of the Superintendent of Schools or the Board, it shall be submitted directly to the second step described below.
2. **Second Step** — If the grievance has not been resolved in the first step, the grievant may present such grievance in writing signed by the grievant to the Superintendent of Schools within 5 days after receiving the supervisor's determination. There shall be set forth in such writing the specific action or condition complained of and the provision herein on which the grievance is based. The Superintendent of Schools shall set a date for an informal conference to take place within 10 days after the receipt of the grievance, unless such date be adjourned by mutual agreement, and shall notify the appropriate individuals. The Superintendent of Schools shall afford the grievant and the Union an opportunity to present the grievance fully and may make such further inquiry himself as he deems necessary. The Superintendent of Schools shall convey to the grievant his written findings and decision within 10 days after the conclusion of said conference.
3. **Third Step** - The Union may appeal from the determination of the Superintendent of Schools by filing a signed written appeal with the Board, with a copy to the Superintendent of Schools. Said appeal must be filed within 5 days after the receipt of the determination by the Superintendent of Schools. This appeal shall contain a complete explanation of all grounds upon which the appeal is based. Within 15 days the Board or a committee thereof shall meet with the grievant to consider the grievance. Within 10 days after such meeting (or meetings should more than one be necessary) the Board shall render its decision in writing.

4. Fourth Step

- a. The Union may appeal from the determination of the Board upon written notice within 5 days after the receipt of the Board's determination. The appeal shall be taken by submitting to the American Arbitration Association, the Superintendent of Schools and the Board a written demand for arbitration signed by the grievant and requesting the AAA to submit a list of arbitrators to the parties.
- b. The Arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and shall be without any power to make any decision inconsistent with, modifying or varying in any manner the terms of this agreement or any established practice or any law, rule or regulation having the force and effect of law.
- c. The Arbitrator shall be without power to make any decision limiting or interfering in any way with the powers, duties and responsibilities and discretion of the Board under its By-Laws or applicable law, except that he may decide in a particular case that a Board action constituted a contract violation. The decision of the Arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be final and binding. The Arbitrator shall render his written award and opinion within 30 days after the close of the hearing. Members shall be entitled to the unobstructed use of the grievance procedure without fear of reprisal.

D. Time Limits

1. Because it is important that grievances be processed as rapidly as possible, the number of days afforded to any party at any step shall be considered a maximum and every effort shall be made by all parties to expedite the process.
2. The failure to process a grievance within the time limits set forth above shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal.
3. The failure of an administrator to communicate his decision within the specified time limits shall permit the grievant to proceed to the next level without further delay.
4. If a grievance is filed on or after June 1, the time limits set forth herein

shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

E. Representation

1. The Union shall have the right to represent grievants at each step of the procedure described above; provided, however, that the grievant must first make and then maintain in effect a request that the Union do so.
2. Nothing contained in this Article shall be construed to limit the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration or from having the grievance adjusted under the procedure described above without the intervention of the Union; provided, however, that (a) the adjustment is not inconsistent with the terms of the contract, and (b) the Union has been given an opportunity to state its views on the grievance at each stage.

ARTICLE X - STRIKES AND PUBLIC PRESSURE

The Union and the Board recognize that strikes by teachers are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union agrees that it will not strike, conduct a slowdown or work stoppage against the Board, or assist or participate in any strike, slowdown or work stoppage against the Board, or impose an obligation upon its members to conduct, assist or participate in any strike, slowdown or work stoppage.

ARTICLE XI - MISCELLANEOUS

- A. The Union Good & Welfare Committee and the Superintendent of Schools will meet at least once every marking period to discuss the administration of this Agreement and any other subject of mutual concern.
- B. The following amendment to the Taylor Law is included herein by mandate of law: §204-a. "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."
- C. With respect to matters involving wages, hours or working conditions not

F. Unpaid Leave

Requests for unpaid leave shall be submitted in writing to the Superintendent by March 1st for leave beginning the following September. The District will notify the applicant of approval or rejection in writing on or before April 1st. Such teacher may continue insurance at the teacher's own expense.

G. Child Care Leave

1. A teacher can apply for up to 24 months of child care leave without pay.
2. Ordinarily, certified personnel on child care leave may return to the system only at the beginning of the school year and must notify the Superintendent by March 15 of their intention to return to work in September.
3. After returning from child care leave, certified personnel will resume their place on the salary scale as follows:
 - a) on the succeeding step if the employee completed half or more of the last year of teaching;
 - b) on the same step if the employee completed less than half of the last year of teaching.
4. Granting of child care leave shall not result in loss of tenure rights.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Definitions

As used herein:

1. "Employee" means any person who is covered by this Agreement.
2. "Grievance" means a claimed violation, misinterpretation or unfair application of any provisions of this Agreement, or of any rule, regulation, procedure, or

administrative order of the Board or of any department thereof. "Grievance" includes any claim that any of the foregoing have been or are being interpreted or applied in a discriminatory or inequitable manner. "Grievance" does not include any issue involving tenure. Such issue, should it arise, is to be dealt with in accordance with the applicable statutory provisions.

3. "Days" means calendar days, except Saturdays, Sundays, and legal holidays which are to be excluded in computing time within which notice is to be given or action taken in accordance with the provisions herein contained.

B. No Reprisal

There shall be no reprisal or discrimination against an employee or group of employees who institute a grievance or on whose behalf the Association has instituted a grievance, or who may participate as witnesses or otherwise in the processing of a grievance.

C. Waiver of Time Limits

The several time limits herein provided for the several stages of the grievance procedure may be waived by the written agreement of all parties to a grievance proceeding.

D. Access to Information

The BTA representatives selected to process a grievance shall have access to that information pertinent to the determination and processing of the grievance.

E. Right to Proceed

Failure of the responsible school officer at any step of this procedure to communicate the decision in a grievance stage within the specified time limits shall act to permit the aggrieved party to proceed to the next stage within the specified time limits provided by the contract.

Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and have the grievance adjusted, provided that the adjustment is not inconsistent with the terms of this Agreement.

F. Procedures

1. Initiation of Grievance -- Not later than thirty (30) school days after the occurrence which gave rise to the grievance, the employee, group of employees, or the Association shall submit the written grievance at Stage 1 to the Principal of the building in which the grievance arose.
2. Stage 1 shall be omitted and the grievance may be initiated at Stage 2 in the event the grievance is of general nature or does not arise out of a specific occurrence in any one school building.

3. An employee, group of employees, or the Association may initiate a grievance at Stage 1, but in the event a grievance initiated by an employee or group of employees is not satisfactorily resolved at Stage 1, the Association shall become the grievant and only the Association shall be permitted to proceed to Stage 2 or beyond.

Stage 1:

4. The building principal shall, after discussing the grievance with the grievant and the Association representative, render a written decision no later than seven (7) days after the presentation of the grievance. Copies of the Stage 1 decision shall be forwarded to the grievant and the Association.
5. In the event the Association is not in agreement with the decision at Stage 1, the Association may proceed to Stage 2.

Stage 2:

6. Within seven (7) days of receipt of the building principal's decision, the Association may appeal the decision in writing to the Superintendent. The Superintendent or the Superintendent's designee shall, within five (5) days of receipt of the appeal, hold a discussion on the grievance with the Association and shall, within ten (10) days of the close of the hearing, render a written decision on the matter.
7. The Association, if it is not in agreement with the decision at Stage 2, shall notify the Superintendent in writing of its intent to proceed to arbitration. Such notice by the Association shall be made no later than ten (10) days following receipt of the Stage 2 decision.

Stage 3:

8. The arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
9. The arbitrator shall be without power or authority to alter or change any provision of this Agreement or add thereto, nor may the arbitrator make any recommendation which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
10. The award of the arbitrator shall be final and binding upon the Board and the Association.
11. The costs and expenses of the arbitrator shall be shared equally by the Board and the Association. All costs incurred in preparing and presenting the arbitration, including witness costs, shall be borne by the party incurring them.

ARTICLE XIII: GRIEVANCE PROCEDURE

Section 1.

A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the Courts. Any teacher dismissed after more than five years of continuous service in the same position in Pelham may elect to treat the dismissal as a grievance.

B. Definitions in Grievance Procedure

1. "Grievance" is a claim by any teacher or group of teachers based upon any event or condition affecting the salaries, hours or other terms or conditions of employment of each teacher or group of teachers, including, but not limited to, any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules, or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices, or customs of the Board and administration during the term of this Agreement.
2. "Principal" means the person in charge of the building.
3. "Superintendent" means the Superintendent of Schools.
4. "Association" means Pelham Teachers' Association.
5. "Aggrieved Party" means any teacher claiming a grievance.
6. "Party in Interest" means any party named in a grievance who is not the aggrieved party.
7. "Hearing Officer" means any individual or Board charged with the duty of rendering decisions at any stage of the grievance procedure.

ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

C. Procedures

1. Identification

All Grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc., involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Report of Findings

Except at Stage 1, all decisions shall be in writing and shall include a brief statement of the reasons therefore.

3. Group Grievance

If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2, described below.

4. Preparation and Processing

The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

5. Investigation

The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

6. Rights of Aggrieved Party

Except as otherwise provided at Stage 1, an aggrieved party and any party in interest shall have the right at all stages of the grievance to confront and cross-examine all witnesses called against him/her to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

7. Participation in Grievance

No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

8. Forms for Filing

Forms for filing grievances, serving notices, taking appeals, and making reports, recommendations, and other necessary documents may be developed and approved by both parties. The Superintendent will have such mutually approved forms printed and distributed as the parties agree will facilitate operation of the grievance procedure.

9. Records

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

10. Limitation of Rights

Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided, however, that if the adjustment is inconsistent with the terms of this Agreement, the Association shall be given an opportunity to be present at such adjustment or to be heard with respect thereto before such adjustment becomes final.

ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

11. Choice of Representation

The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2, and 3, except that such representative may not be an official of a competing employee organization.

12. Court Decision

If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall be deemed valid and subsisting except to the extent determined to be contrary to law, and all other provisions or applications will continue in full force and effect.

13. Official Grievance Record

The Superintendent shall be responsible for accumulating and maintaining up to ten (10) years an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. The official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Association, and the Board, but shall not be deemed a public record.

14. Established Procedure

The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any matter, impair or limit the right of any teacher to pursue any other legal or appropriate remedies available in any other forum.

ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

D. Time Limits

1. Specification

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

2. Presentation in Writing

Every grievance will be deemed waived unless the grievance is presented in writing at the first stage within sixty (60) school days after the teacher or Association, if it is the grievant, knew or should have known of the act or condition on which the grievance is based.

3. Appeal

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement is barred.

4. Filing of Grievance

In the event a grievance is filed late in a school year, all parties will undertake, so far as may be practicable, to expedite the grievance procedure so that the grievance can be resolved, if possible, prior to the end of the school term or as soon thereafter as is possible.

E. Stage 1: Building Principal

1. Informal Stage

A teacher having a grievance will discuss it with the building principal either directly or through an Association representative with the objective of resolving the matter informally. In arriving at his/her decision, the principal will not consider any material or statements offered by or on behalf of any party in interest with whom consultation has been had without the aggrieved party or his/her representative being present. If the teacher submits the grievance through a representative, the teacher may also be present, if he/she requests to be, during any discussion of the grievance between the principal and the teacher's representative or any party in interest.

ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

2. Unresolved Informally

If the grievance is not resolved informally, it may be reduced to writing by the teacher and presented to the building principal. Within five (5) school days after a written grievance is presented to him/her which has previously been discussed by him/her, the principal shall, without any further consultation with the aggrieved party, or any party in interest, render a decision thereon, in writing, and present it to the teacher.

F. Stage 2: Superintendent

1. Appeal

If either the teacher initiating the grievance or the Association is not satisfied with the written decision rendered at the conclusion of Stage 1, such teacher or the Association may appeal such decision to the Superintendent by filing within ten (10) school days from the day when the teacher shall have received a copy of such written decision a notice of appeal in writing which notice of appeal shall state to the extent to which the teacher or the Association disagrees with such decision. Copies of the written decision at Stage 1 shall be submitted with the notice of appeal.

2. Hearing

Within eight (8) school days after receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall hold a hearing with the teacher, his/her representative, and all other parties in interest, except such as the Superintendent and the appellant agree need not be present. The building principal, whose decision is appealed, and the Association shall be entitled to be present or represented thereat.

3. Decision

The Superintendent shall render a decision in writing to the teacher, his/her representative, and the Association within eight (8) school days after the conclusion of the hearing.

ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

G. Stage 3: Board of Education

1. Appeal

If any party who appealed to the Superintendent is not satisfied with the decision at Stage 2, such party may appeal further to the Board by filing with such Board within fifteen (15) school days after receipt by such party of the decision at stage 2, a notice of appeal in writing which shall state the extent to which such party disagrees with the decision at Stage 2. The official grievance record maintained by the Superintendent shall be available for the use of the Board.

2. Hearing

Within thirteen (13) school days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

3. Decision

Within eight (8) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

H. Stage 4: Arbitration

1. Submission to Arbitration

After such decision, if any party, the grievant or the Association, who appealed to the Board is not satisfied with the decision at Stage 3, and if the Association determines that the grievance is meritorious and that a further review thereof is in the best interests of the school system of the District, only the Association may submit the grievance to arbitration by written notice to the Board served within fifteen (15) school days after the date of service of the decision rendered at Stage 3. Three (3) named arbitrators will be agreed upon by the parties.

ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

2. Selection of Arbitrator

Within eight (8) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the Public Employment Relations Board or another mutually agreeable organization, and the arbitrator shall be selected in accordance with the procedures established by the organization selected.

3. Decision of Arbitrator

The decision of the arbitrator shall be final and binding upon all parties.

4. Cost or Services of Arbitrator

The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

5. Settling Grievances

The foregoing procedures shall be the exclusive method for settling grievances covered by this Article and neither party shall resort to means outside of the contract (e.g., strikes, litigation, et al.) to forestall the prompt resolution of grievances so covered.

APPENDIX B

**PEEKSKILL CITY SCHOOL DISTRICT
PROCEDURES FOR DRUG AND ALCOHOL TESTING****A. Preamble**

The Peekskill City School District recognizes the importance of ensuring that students and staff study and work in a drug free environment. The District is committed to ensuring that all steps are taken to ensure that this commitment is honored. To support employees who may be experiencing substance abuse problems, the District provides an Employee Assistance Program and, through the health insurance program it provides for employees, that medical assistance is available for those who may need it. Given those resources, the Board of Education believes that there is no justifiable reason for any employee to perform his/her duties while under the influence of alcohol, illegal substances, or non-medically prescribed drugs which may render an employee's behavior unsafe or inappropriate.

The Peekskill Board of Education Resolution on the District Alcohol and Drug Policy requires the Superintendent of Schools to develop a plan for its implementation. In keeping with the policy, the parties have developed procedures for the drug and alcohol testing of all members of the bargaining unit. This testing program is consistent with the goal of creating a drug free and alcohol free school environment while respecting the rights of individuals.

B. Training

To ensure the effective implementation of these procedures, District supervisors and union observers will complete at least three (3) hours of education and training in recognizing the signs of alcohol and substance abuse. This training shall be done every three (3) years. Supervisors who are new to the District shall complete the training as soon as is practical after the date of employment or for new union observers, as soon as practical after their designation. The training program will cover the effects of controlled substance use on personal health, safety, and the work environment. Behavior changes that may indicate controlled substance abuse will also be addressed. Documentation of these training sessions will be maintained.

C. Prohibited Conduct

1. No employee may be on duty if that employee has used any non-prescribed controlled substance.
2. No employee may report for duty when he/she has used alcohol within four (4) hours of the beginning of his/her work day.

3. No employee may be on duty if the employee has blood alcohol concentration of 0.08 or greater.
4. No employee may use or possess any non-prescribed controlled substance or alcohol while on duty.
5. No employee shall refuse to submit to a drug or an alcohol test required under the procedure or engage in any conduct that obstructs the proper and orderly administration of such tests. Any such refusal shall constitute a violation of these rules of conduct.
6. Employees who have violated these rules of conduct may be subject to disciplinary action in accordance with the applicable laws and regulations.

D. Types of Tests:

1. Pre-Employment:

All applicants for positions within the bargaining unit, which the school district intends to hire, must be tested for the presence of controlled substances. A test report certifying the absence thereof must be received by the school district, before such applicants will be hired.

2. Reasonable Suspicion:

- a. A definition of reasonable suspicion as agreed upon by the parties is the following: a reasonable and articulable belief that the employee is using a prohibited drug or alcohol on the basis of specific, contemporaneous, physical, behavioral, or performance indicators or probable drug or alcohol use.
- b. Where there is reasonable suspicion based upon direct observation that any employee is acting in a manner indicating possible alcohol or controlled substance use, that employee will be tested. This direct observation must be documented by a supervisor who has received training as provided herein. The supervisor will immediately contact the Superintendent or his/her designee who shall immediately undertake direct observation of the employee's conduct and demeanor.
- c. A union monitor will be permitted to attend in order to make a determination as to an employee's comportment and demeanor when reasonable cause is to be determined. Also union monitors shall receive training made available at District expense.

3. Protocol for Questioning and Testing:

It is understood that any questioning done of a member of the bargaining unit with regard to reasonable suspicion will be done outside of the classroom setting and not in front of either students or staff. Should it be determined that an employee is to be sent for testing, the employee will not be required to return to duty that day but will be paid for the remainder of the day. Where it is determined that an employee is subject to reasonable cause for purposes of testing, the employee will not be returned to duty until the results of the test are received by the District. The employee will be paid during the interim with no charge to leave.

4. Status During Testing:

The employee will be sent to a testing facility, or to a medical facility by taxi or other safe transportation alternative. If necessary in the employer's discretion, the employee will be accompanied by a supervisor or other employee. Under no circumstances will an employee believed to be impaired be allowed to drive.

5. Return to Duty Testing:

Disciplinary procedures notwithstanding, any employee who has tested positive for a controlled substance must test negative before the employee may return to duty. The return-to-duty test is in addition to any evaluation and rehabilitation which may be required.

6. Follow-up Testing:

Any employee who violates the school district Drug and Alcohol Policy, and who, following a return to duty test, has been restored to duty, shall be required to submit to a minimum of six (6) unannounced follow up tests in the twelve (12) month period following the employee's restoration to duty. An employee who tests positive for drugs or alcohol on a follow-up test will be subject to disciplinary action up to and including discharge. Any such discipline shall be consistent with applicable law.

E. DRUG TESTING PROCEDURES

1. Collection:

Specimen collection will be performed at a designated collection site which provides for privacy during urination, documentation of the chain of custody of the specimen and the use of trained personnel. The specimen's temperature will be checked to ensure it is a freshly provided sample. Then, the specimen will be divided into two separate containers

(primary sample and the split sample) and sealed in a tamper-evident manner in the presence of the employee.

2. Lab Testing:

The specimen will be sent to a laboratory certified by the Department of Health and Human Services and tested for marijuana, cocaine, amphetamines, opiates, and PCP. It may also be tested for pH, specific gravity and signs of adulteration. Any specimen which tests positive at cutoff levels as used under Federal regulation under CFR Part 40 on an initial screening test will be confirmed to be gas chromatography/mass spectrometry (GC/MS). Only those specimens, which are confirmed as "positive" in the confirmatory GC/MS test, are reported as such.

3. Results:

Laboratory test results will be reported to the medical review officer (MRO), a physician knowledgeable in drug testing. Negative results will be reported to the school district after administrative review. Positive results will be investigated by the MRO or designee who will determine if the positive test was caused by use of prescription medications in accordance with the doctor's prescription. Verification of opiate positives will follow Federal regulations under CFR Part 40. If the positive test was caused by the use of medication with a valid prescription, the MRO will report the test to the school district as "negative." Otherwise the MRO will verify the test as positive.

4. Split Specimen Testing:

In the event of a positive drug test, the employee has the right to request the school district to send the split specimen to a different certified laboratory for testing. Such a request must be made within seventy-two (72) hours of an employee's notification of a positive test result.

If the test of the split specimen fails to confirm the presence of a controlled substance ("negative"), then the first positive report is canceled unless the lab finds evidence of an adulterant in the specimen. If the test of the split specimen detects the presence of a controlled substance ("positive"), then the results are reported as "positive", and the employee becomes subject to sanctions and disciplinary proceedings. The employee will be removed from duty while awaiting the results of the split specimen, as provided for herein.

5. Reporting of Tests:

The results of all tests will be reported to the Superintendent or his/her designee. The results will be kept in a confidential file.

F. ALCOHOL TESTING PROCEDURES

Alcohol testing is accomplished by testing the employee's breath using an Evidential Breath Testing (EBT) Device, which is listed in the conforming products list in the Federal Register, or by blood testing. When an EBT is used and the initial test produces a result of 0.08 blood alcohol concentration (BAC) or greater, a confirmation test will be administered. Before the confirmation test, a fifteen (15) minute waiting period will be observed. The purpose of the waiting period is to ensure that the presence of "mouth alcohol" or other substance does not artificially affect the test results. The confirmation test may be done using the same instrument as the initial test, using the same procedures, or may be done by blood testing.

The confirmation test result, which is used in the written report to the employee and the school district, a BAC of 0.08 or greater will be considered a positive test.

G. CONSEQUENCES OF A POSITIVE TEST

1. Applicants who test positive on a pre-employment test will not be hired.
2. An employee who tests positive for a controlled substance without a valid prescription or tests positive of alcohol at a level of 0.08 or greater will be deemed to have violated the school district's policy, and be subject to discipline.
3. An employee who refuses a test or who participates in activity set forth in the "prohibited conducts" outlined above will be deemed to have violated this policy and will be subject to the same consequences as a person who tests positive.
4. In order to be eligible to return to duty after a positive drug or alcohol test, an employee must complete the course of rehabilitation prescribed by the substance abuse professional and undergo a return-to-duty test with a negative result. After returning to work, the employee must continue in an after-care program as prescribed by the substance abuse professional and be subject to follow-up testing.

H. NEGATIVE TESTS

1. Results of a negative test – Should an employee be subject to a drug or alcohol test by virtue of a determination made by the District that there

was reasonable suspicion for such testing and the results of such test yield a negative, the employee shall be paid \$100.00. Should subsequent negative results result from testing deemed necessary based upon a determination by the District that reasonable suspicion exists, this amount will be double (i.e., \$200.00/\$400.00) with the maximum paid to an employee as a result of a negative test to be \$400.00.

2. Should a supervisor make a determination as to reasonable suspicion on two (2) separate occasions with regard to a member of the bargaining unit with both results being negative, the supervisor will no longer be eligible to make a determination with regard to that individual. Should a supervisor make a determination that reasonable suspicion exists to test in four (4) cases where the results are negative, that supervisor will no longer be eligible for making a determination as to reasonable suspicion.
3. No member of the bargaining unit will be subject to more than two (2) drug or alcohol tests in one (1) year should both result in negative results.