

AGREEMENT

BETWEEN

**RAVENA-COEYMANS-SELKIRK
CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**RAVENA-COEYMANS-SELKIRK
TEACHERS' ASSOCIATION**

July 1, 2015 – June 30, 2017

AGREEMENT
BETWEEN

RAVENA COEYMANS SELKIRK CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND

RAVENA COEYMANS SELKIRK TEACHERS' ASSOCIATION

July 1, 2015 – June 30, 2017

RAVENA COEYMANS SELKIRK
TEACHERS' ASSOCIATION



PRESIDENT

 

NEGOTIATIONS COMMITTEE
CHAIRPERSON

RAVENA COEYMANS SELKIRK
BOARD OF EDUCATION



PRESIDENT



SUPERINTENDENT

Table of Contents

PREAMBLE.....	1	Secure Blue Preferred PPO	32
RECOGNITION	2	Prescription Plan	32
NEGOTIATION PROCEDURES.....	3	Life Insurance	32
GRIEVANCE APPEAL PROCEDURES	4	Section 125 - Premium Only Plan ...	32
Purpose	4	Employee Assistance Plan	32
Definitions.....	4	Changing Insurance Carriers	32
Procedure	4	Cost of Coverage	32
Rights of Teachers to		Delta Dental.....	32
Representatives.....	7	Review Committee	32
MAINTENANCE OF EXISTING		Changing/Adding Insurance Options	
STANDARDS AND POLICIES.....	8	33
Conditions of Employment.....	8	Vision Plan.....	33
Duties of Any Teacher	8	Flexible Spending Plan / Dependent	
Academic Freedom.....	8	Care Account	33
CONTRACTUAL COMMITTEES.....	9	Buy Out	33
Professional Practices Committee....	9	PHYSICAL EXAMINATIONS	35
Site Based Decision Making.....	9	SALARY SCHEDULE AND	
PARENT CONFERENCES AND EARLY		REGULATIONS.....	36
DISMISSALS.....	10	Salary Notices.....	36
RESPONSIBILITIES OF TEACHERS	11	Intent to Not Rehire.....	36
LEAVES OF ABSENCE	19	Advanced Course Credits.....	36
Sick Leave	19	Curriculum Content Specialists.....	37
Death in Family.....	19	Longevity Increments	38
Religious Observances	19	In-service Credit	38
Personal Leave.....	19	Annual Increments	38
Retirement Benefit	20	Summer Guidance Work.....	39
Parental Leave.....	24	Mileage Allowance	39
Organizational Leaves.....	25	Vote/Cope.....	39
Jury Duty.....	25	NYSUT Benefit Trust	40
Substitutes.....	26	Summer Curriculum Work.....	40
Other Leaves.....	26	Helping Teacher Program.....	40
Statement of Accumulated Leave....	26	President's Schedule	40
Sick Leave Bank.....	26	National Board Certification.....	40
SABBATICAL LEAVE POLICY	29	Substitute Teaching	41
Purpose.....	29	Certification Fees	41
Eligibility Requirements	29	EXTRA DUTY PAY	42
Number of Staff on Leave	29	Extra and Co-curricular Activities	42
Application for Leave	29	<u>High School</u>	42
Criterion	30	<u>Middle School</u>	43
Notice of Grant.....	30	<u>Becker</u>	44
Payment.....	30	<u>Coeymans</u>	44
POLICY FOR CONFERENCE		<u>Music Concerts</u>	44
ATTENDANCE	31	Athletics	44
Numbers Eligible to Attend	31	Notice of Openings	44
Financial Provisions.....	31	Schedule of Pay	44
Administrative Procedures.....	31	Criteria.....	45
Exceptions.....	31	SPORTS	45
GROUP HEALTH INSURANCE	32	Bus and Chaperone Duty	47
Blue Shield of Northeastern New York		SCHOOL CALENDAR.....	49

TEACHER SUPERVISION AND EVALUATION	50
Annual Professional Performance Reviews	50
Teacher Personnel File	50
DUES DEDUCTION.....	51
DISCIPLINE	52
TEACHER PROTECTION	53
PERSONAL INJURY BENEFITS.....	54
Workers Compensation.....	54
Replacement Cost.....	54

SUMMER SCHOOL.....	55
VACANCIES	56
MISCELLANEOUS PROVISIONS.....	57
DURATION OF AGREEMENT.....	58
Appendix A - Teacher Salary Schedule	59
Appendix B - Nurse Salary Schedule.....	60
Appendix C - Grievance Form.....	61
Appendix D - Payroll Deduction.....	63

RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL

SELKIRK, NEW YORK

TEACHER'S CONTRACT FOR 2015-2017

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to create the best possible learning experiences for the children of the Ravena-Coeymans-Selkirk Central School District, and to enable the professional employees to participate in and contribute to the development and implementation of policies of the district, the RCS Board of Education and the RCS Teachers' Association agree to encourage and increase effective and harmonious working relationships between the RCS Board of Education, the administrative staff and the professional employees represented by the RCS Teachers' Association.

While it will be the policy of the RCS Teachers' Association to assist and advise the administration and the Board of Education in this development of policies, the Board of Education, under the law, has the final responsibility to establish policies for the district.

This agreement for the period July 1, 2015 through June 30, 2017 is made and entered into this 23rd day of June, 2015 between the Board of Education and the RCS Teachers' Association and became effective July 1, 2015.

ARTICLE I
RECOGNITION

- A. The Board of Education of the Ravena-Coeymans-Selkirk Central School District hereby recognizes the Ravena-Coeymans-Selkirk Teachers' Association as the exclusive negotiation organization for the Teachers' Negotiation Unit. Such unit shall be deemed to consist of the following groups of employees:

All teachers of the School District as such term is defined in Section 3101 of the Education Law, and registered professional nurses, except, however, the Superintendent of Schools, Principals, Assistant Principals, Assistant Superintendent for Business, Assistant Superintendent for Instruction, and Director of Special Education.

The Board agrees not to negotiate with any other teacher organization other than the Association for the duration of this Agreement.

- B. In keeping with the professional stature of the RCS Teachers' Association, the RCS Teachers' Association and the Board of Education accept in principle the philosophy inherent in Section 210 of Chapter 392 of the Laws of 1967.

ARTICLE II

NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- B. No later than January 20th of the final year of this agreement the parties will enter into good faith negotiations over a successor agreement. If the parties have not reached agreement by 120 days prior to the end of the school district's fiscal year, and if either party feels that good faith negotiations are not being carried on and/or the problems unresolved cannot be resolved through continued negotiations, PERB assistance shall be requested.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE III

GRIEVANCE APPEAL PROCEDURES

Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education 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.

Definitions

1. A **grievance** is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. An **aggrieved person** is a person or persons making the claim.
3. A **party-in-interest** is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement. However, no grievances may be filed more than 30 school days after the alleged grievance has occurred or 30 calendar days after the alleged grievance has occurred and said claim is being filed by a teacher who is no longer employed by the district.

In the event, however, that an alleged grievance occurs between the time that a successor agreement is ratified by both parties and the actual date of distribution of the printed contract by the Board of Education to the Association membership, the time limit for filing grievances based on changes in the new agreement shall be extended 30 school days following such distribution.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to party-in-interest, the time limits set forth herein will be reduced so that the grievance procedures may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Level One

A teacher will present his/her grievance in writing to his/her Building Principal, the Assistant Superintendent for Instruction, Director of Pupil Services, or the School Business Administrator, either directly or through the Association's Representative. A copy will be forwarded to the chairperson of the Association's Grievance Committee at the same time. Within five school days after receiving the written grievance, the Building Principal, the Assistant Superintendent for Instruction, the Director of Pupil Services, or the School Business Administrator will discuss the grievance with the aggrieved person who may bring with him/her an Association Representative to act on his/her behalf.

Level Two

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the teacher will file the grievance in writing with his/her principal within five (5) school days after the decision at Level One, or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the Association will refer it to the Superintendent of Schools.
2. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person who may bring with him/her an Association Representative to act on his/her behalf.
3. If a teacher does not file a grievance in writing with the Chairperson of the Grievance Committee and the written grievance is not forwarded to the Superintendent within sixty (60) school days after the teacher knew or should have known of the act or grievance has been waived under this paragraph and will not be subject to arbitration pursuant to Level Four.

Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the grievance, in writing, with the Chairperson of the Grievance Committee within five (5) school days after a decision by the Superintendent or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Grievance Committee may refer it to the Board of Education if it determines that the grievance is meritorious and that appealing it is in the best interests of the school system. Within ten (10) school days after receiving the written grievance, the Board of Education will meet with the aggrieved person who may bring with him/her an Association Representative to act on his/her behalf.

Level Four

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Board of Education, he/she may within five (5) school days after the recommendation of the Board of Education or fifteen (15) school days after he/she has met with the Board of Education, whichever is sooner, request in writing that the Chairperson of the Grievance Committee submit his/her grievance to arbitration.
2. If the Grievance Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it may submit the grievance to binding arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
3. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Grievance Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. The arbitrator will be selected from a panel to include Jeffry Selchick, Louis Patack, Sheila Cole, David Stein, Ira Lobel and Melinda Gordon. These arbitrators will serve on a rotating basis. However, the next arbitrator in the rotation may be skipped if he or she cannot hear the case within 60 days of notice of the arbitration.
4. The arbitrator so selected will confer with the representative of the Board and the Grievance Committee and hold hearings promptly and will issue his/her decision not later than twenty (20) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statement and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator will be final and binding on the parties.

5. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Board and the Association.

Rights of Teachers to Representatives

1. No reprisals of any kind will be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association, and except that such a person is not a member of the RCSTA may not initiate or carry forward a grievance unless through the existing mechanism of the Grievance Committee. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the Grievance Procedure.

Miscellaneous

1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, or if the grievance occurs beyond Level One, the processing of such grievance may start at the appropriate level. The Grievance Committee may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties-in-interest and to the Chair of the Grievance Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Level Four, paragraph 3.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. The expense of the forms for filing grievances will be shared equally by the Board of Education and the RCSTA. The printed form shall be the same as shown on the grievance form as found in Appendix C of this contract. A box containing such forms will be provided in every faculty room, or, if the school building has no faculty room, in a place frequently used for faculty purposes.

ARTICLE IV

MAINTENANCE OF EXISTING STANDARDS AND POLICIES

1. All conditions of employment, including, but not limited to general working conditions, teacher absence, assignment of substitute teachers, resignations, legal services, discipline and the use of corporal punishment in disciplining pupils, sabbatical leave policy, and tax sheltered annuities shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. The Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein. Furthermore, such present terms and conditions of employment shall be consistently applied to all teachers without preference or partiality.
2. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior consultation with the following parties: teacher, curriculum content specialist, the teacher's immediate supervisor, and the President of the Association prior to the implementation of such change.
3. The District and the Association agree that the teacher is entitled to academic freedom in the classroom. Such freedom shall be in accordance with District and Board of Education approved curricula as it relates to, and is consistent with, the approved courses of study assigned to the teacher. Teachers may exercise their professional judgment in the selection and use of additional materials or resources beyond those approved and provided by the district. An awareness of the age level and maturity of the student will be an important factor in the selection of educational materials. All resources should be relevant to, and consistent with the teacher's instructional and curricular responsibilities.

ARTICLE V

CONTRACTUAL COMMITTEES

A. Professional Practices Committee

1. The Professional Practices Committee (PPC) has been established through negotiations between the RCSTA and the District. The PPC has three specific purposes, which are:
 - a. To provide a means of dialogue between teachers and administrators.
 - b. To help teachers and administrators focus on improving education for all students.
 - c. To address educational problems and issues suggested to them by the Board, the District, and the Building Leadership Teams, or others with interests in the school district and its educational programs.
2. While it is understood that negotiations are not a function of the PPC, subjects normally associated with negotiations may be discussed and, where appropriate, recommendations may be forwarded to the respective negotiating teams.
3. The Committee shall be jointly chaired by the Vice President of the RCSTA, the Assistant Superintendent for Instruction and an administrator chosen by the RCS Administrators Association. In addition, committee members shall include one building administrators, two teachers from each elementary building and two teachers each from the Middle School and High School selected by the RCSTA. Board of Education members are encouraged to attend when time permits.
4. A copy of the agenda and minutes for each meeting will be forwarded to the Board of Education and to each PPC member by the Assistant Superintendent for Instruction. Copies of the meeting minutes shall be posted in each building by the teacher members of the PPC.
5. The PPC will meet monthly. The yearly schedule will be developed at the first meeting of the school year and distributed to all PPC members who shall be responsible for notifying their constituents of meeting dates and times. All certified staff members are encouraged to attend meetings of the PPC and, while non-voting members, shall be afforded the opportunity to address the PPC if they so desire. Additional meetings for specified purposes shall be scheduled as necessary.

- B. The District and the RCSTA mutually agree to commit to a collaborative interest-based approach to problem-solving. In accordance with Commissioner's Regulations 100.11, both parties agree to abide by the document entitled, "A Plan for Site Based Decision Making", which will be considered an extension of the contract.

ARTICLE VI

PARENT CONFERENCES AND EARLY DISMISSALS

A. Parent Conferences

Teachers will be free from teaching duties at times designated for parent - teacher conferences on the official yearly calendar. All parent communications regarding conference times will include information for parents to contact their child's teachers to arrange mutually convenient conference times.

B. Early Dismissals

Students shall be dismissed early on the designated days as listed on the official yearly calendar. The actual dismissal times will be indicated on the yearly calendar.

ARTICLE VII

RESPONSIBILITIES OF TEACHERS

- A. Teachers will be expected to be in school at times normally associated with their duties and responsibilities, such as classes, homerooms, meetings and conferences. Teachers leaving the building during the school day will sign out and sign in, in the book reserved for this purpose, which is located in the main office of each building.
- B. A schedule of potential professional building and grade level staff meetings will be given to all teachers at the beginning of each semester. Professional staff members are expected to attend. There shall be no more than two faculty/grade level meetings per month. Professional staff members unable to attend such meetings are responsible for their content and any practices or procedures which might result from discussions at such meetings. The building principal may call brief emergency meetings. Teachers are encouraged to attend other professional meetings which may be scheduled as needed. Regular professional staff meetings will take place after the 10th period in the high school and middle school whenever possible; other professional meetings will also take place after these times whenever possible.
- C. The school day shall include a duty-free lunch period during the regular student lunch period of at least one-half hour on days shortened by emergency.
- D. The RCSTA building or area representative shall have the right to schedule Association meetings before or after school. The RCSTA will not conduct official Association meetings prior to dismissal of their respective schools. No union representative will interrupt a teacher in a class to conduct union business.
- E. The building or area representative shall be provided at least ten (10) minutes additional time at all building faculty meetings to report on matters involving representation of the teachers by the Association.
- F. Record Keeping
 - 1. Teachers are required to take daily and accurate attendance. At the secondary level, teachers shall take a daily check on the attendance in class and maintain such record of attendance.
 - 2. Teachers will encourage students to bring excuses to school for each student's absence and shall send all excuses collected to the building principal daily. The names of students who do not bring in their excuses within three days of their return to school will be forwarded to the building principal.

3. Teachers who witness an accident during the course of their working day shall submit a completed accident report form to the health office assistant or school nurse prior to leaving for the day. If an accident occurs in an area where the teacher is responsible, but is unreported or not actually witnessed by the teacher, the teacher will file an accident report form as soon as the facts are ascertained.

G. Planning

1. Each probationary teacher shall submit lesson plans once a week as directed by their building principal. Tenured teachers are not required to turn in lesson plans; however, they will be available for review by their building principal.
2. Planning for Substitutes
 - a. Except in cases of emergency, teachers in the High School and Middle School who are unable to report for duty will notify the person or system designated by the Superintendent of Schools of their absence no later than 6:30 a.m. of the morning they will not be reporting for work. Elementary teachers will notify the person or system designated by the Superintendent of Schools no later than 7:00 a.m. of the morning that they will not be reporting for work.
 - b. Teachers will have two (2) days of emergency lesson plans on file in the office that would enable a substitute teacher to perform teaching rather than study hall duties. Such plans will be used only if the regular plans are not appropriate or are unavailable. As these emergency plans are utilized they will be replaced. All plans should also contain the following: class lists, lesson plans, and schedule. In addition, the location of needed materials necessary for the day will be kept in a folder for that purpose on the teacher's desk. Also, a form shall be issued for substitutes to report the results of the day's teaching to the regular teacher.

H. Budgets

1. The Board of Education agrees that it will make every reasonable effort to provide sufficient supplies and equipment so that teachers may fulfill their teaching responsibilities in an adequate and professional manner.
 - a. Teachers shall have the responsibility to provide proposed requisitions for materials, supplies and equipment for the programs they teach as part of the budget preparation process.
 - b. In the event that supply or equipment items need to be reduced, or other adjustments must be made to the original budget request, such reductions or adjustments will be made by the originator of the budgetary item whenever possible. If cuts are made by persons other than the originator, the originator of the budgetary item shall be notified of these cuts.

- c. The District agrees to make all reasonable efforts to see that budgetary items are ordered from the suppliers so as to assure their delivery prior to the opening of school in September.

I. Pupil Assistance

1. Teachers at all grade levels recognize that responsibility to their students might require the performance of duties not specifically listed in this contract and that the performance of such duties might require the expenditure of time beyond that listed in this contract as the official teaching day.
2. All teachers (6-12) shall be available for instruction during the remedial period time established for their buildings to assist individual pupils or small groups of pupils.

J. Elementary School Teaching

1. The elementary formal workday begins at 8:35 a.m. An elementary school teacher shall work a 6 hour 55 minute workday. The elementary workday may begin between 8:25 am and 8:45 am and should the start of the workday change, it must be established by the Superintendent no later than June 1st for the upcoming school year. The student day will end 30 minutes prior to the end of the elementary school teacher day on Fridays.
2. An elementary school teacher shall have a 45 minute duty free non-instructional lunch period which will include walking students to and from lunch/recess. An elementary school teacher shall have an additional 45 minute duty free non-instructional individual planning period each day. Planning time should be used constructively for lesson planning, completing paperwork, grading papers, meeting professionally with colleagues, and other responsibilities related to their duties as a teacher. Planning time shall not be used for use of athletic facilities, workouts, running, or other leisure activities. As a professional courtesy, teachers will be permitted to use planning time to leave the building to address personal or business matters, so long as the teacher who leaves the building signs out using agreed upon attendance protocols, and planning time is not regularly or ordinarily used for such purposes.
3. All elementary teachers will be provided with 25 minutes of building wide collaborative planning time during the teacher work day. The administration may schedule meetings during this time period no more than one time per month in the event of the case of an emergency, death of a student, death of a staff member, etc.

4. The Student Academic Tutorial Program will take place in each elementary building for 90 minutes after the end of the regular school day, no more than two (2) days per week. Teachers in each elementary building at a ratio of 15:1 will supervise and coordinate this program at a rate of \$37.50 per hour (each). Teachers will not be involuntarily assigned this duty. Teachers will be re-teaching and not providing new instruction. This program shall be in addition to, not in place of, Academic Intervention Services.
5. Grade 5 Band and Chorus will each be held at least two times per week and will be scheduled within the academic day.
6. All non-classroom teachers may work a maximum of 300 minutes per day and will not be assigned lunch room supervision, recess duty, bus duty, hall duty, bathroom duty, ISS or any non-instructional duty.
7. Pre-K teachers will teach 2 hours 30 minutes in both the am and pm sessions.
8. Elementary school teachers will be notified of their assignment for the following school year by June 1st.

K. Involuntary Transfer

No teacher will be involuntarily transferred to another tenure area where a new probationary appointment period is required unless the teacher gives prior written consent. All such transfers will be in accordance with Education Law and Commissioner's Regulations.

L. The Middle School program will be based on a program to raise student achievement. Teachers and administrators will work collaboratively to ensure the best possible safe and meaningful learning environment for all students.

1. All teachers shall have at least two (2) periods of duty-free time daily for preparation and planning. Planning time should be used constructively for lesson planning, completing paperwork, grading papers, meeting professionally with colleagues, and other responsibilities related to their duties as a teacher. Planning time shall not be used for use of athletic facilities, workouts, running, or other leisure activities. As a professional courtesy, teachers will be permitted to use planning time to leave the building to address personal or business matters, so long as the teacher who leaves the building signs out using agreed upon attendance protocols, and planning time is not regularly or ordinarily used for such purposes.

2. The teaching load shall consist of not more than 25 teaching periods a week. In addition, a teacher may be assigned five (5) periods of supervised study per week. A teacher may volunteer for hall duty and/or locker room duty. A tenured teacher may agree to an additional class assignment in lieu of a non-instructional duty. A probationary teacher, except for a first year teacher, may volunteer for an additional class assignment only after consultation with his/her curriculum content specialist, building principal, Superintendent and two officers of the Association.
3. It is agreed that the period arrangement and order of the schedule of classes for the duration of this agreement shall remain as in effect on the date this Agreement was signed. If either party desires to change the schedule or order of classes, they shall propose such changes through the proper procedure as outlined in the re-opener clause of this agreement excepting, that is, if either side requests to renegotiate these schedules, the other party may not refuse the request.
4. Late detention will take place from the end of the regular school day for two hours and fifteen minutes. Two teachers will supervise and coordinate the late detention in the middle school two days each week at a rate of \$20 per hour each; teachers will not be involuntarily assigned this duty. Late detention will include an academic component which could include working in the computer lab with programs, i.e. Nova Net.
5. Each teacher will be notified about class assignments for the following school year by June 1st. Teachers will be notified of any necessary changes in these assignments as they occur.
6. Teachers who travel to and from the Middle School shall have no duties other than instructional; if necessary, exceptions to this provision shall be mutually developed by the district and the RCSTA.

M. High School Teaching Hours/Teaching Loads

1. All teachers shall have at least two (2) period(s) of duty-free time daily for preparation and planning. Planning time should be used constructively for lesson planning, completing paperwork, grading papers, meeting professionally with colleagues, and other responsibilities related to their duties as a teacher. Planning time shall not be used for use of athletic facilities, workouts, running, or other leisure activities. As a professional courtesy, teachers will be permitted to use planning time to leave the building to address personal or business matters, so long as the teacher who leaves the building signs out using agreed upon attendance protocols, and planning time is not regularly or ordinarily used for such purposes.

2. The teaching load shall consist of not more than 25 teaching periods a week. In addition, a teacher may be assigned five (5) periods of supervised study, or departmental lab per week. A tenured teacher may agree to an additional class assignment in lieu of a study hall or lab assignment. A probationary teacher, except for a first year teacher, may volunteer for an additional class assignment only after consultation with his/her curriculum content specialist, building or area principal, Superintendent and two officers of the Association.
3. It is agreed that the period arrangement and order of the schedule of classes for the duration of this agreement shall remain as in effect on the date this Agreement was signed. If either party desires to change the schedule or order of classes, they shall propose such changes through the proper procedure as outlined in the re-opener clause of this agreement excepting that if either side requests to renegotiate these schedules, the other side may not refuse the request.
4. High School teachers shall be assigned 10th period detention duty. The listing of said assignments shall be delivered as part of the opening day packet provided all teachers. No high school teacher shall perform 10th period detention duty more than three times per year on a rotating alphabetical list carrying over from year to year.
5. Late detention will take place from the end of the regular school day for two hours and fifteen minutes. Two teachers will supervise and coordinate the late detention in the high school two days each week at a rate of \$20 per hour each; teachers will not be involuntarily assigned this duty. Late detention will include an academic component which could include working in the computer lab with programs, i.e. Nova Net.
6. Each teacher will be notified about class assignments for the following school year by June 1st. Teachers will be notified of any necessary changes in these assignments as they occur.
7. The P.M. High School Program
 - a. The subjects in this program will be taught by certified teachers, preferably within their certification area; one teacher with a maximum of 8 students, 2 teachers with a maximum of 16 students per session.
 - b. The program will run Monday through Thursday, from 2:45 to 5:00 p.m. and be divided into instructional blocks.

- c. Teachers will be paid an hourly rate according to the following formula:

1/200th of Step 3 of the Teacher Salary Schedule (Appendix A)

5

For the 2015-2016 school year the hourly rate would calculate to \$43.77/hour.

- d. Teachers will not be assigned involuntarily to this duty.

N. Middle School/High School Schedule

- 1. The following Middle and High School schedule will be implemented with the following elements:

- a. Nine (9) basic instructional periods
- b. One (1) remedial/enrichment period to work directly with students who have been teacher assigned or students seeking such services. A student who is recommended to the teacher by a Child Study Team/IST/RTI or administrator may be added to a teacher’s remedial enrichment period only with the agreement of the teacher.
- c. Formal work day begins at 7:30 am and shall be 7 hours and 10 minutes. The MS/HS work day may begin between 7:25 am and 7:45 am and should the start of the work day change, it must be established by the Superintendent no later than June 1st for the upcoming year. (Except on Fridays when the day ends at 2:02 pm.)

d. 1 st Period	7:30 – 8:10	<i>*except for the Middle School where the Homeroom time is included in the first period.</i>
Homeroom*	8:13 – 8:18	
2 nd Period	8:21 – 9:01	
3 rd Period	9:04 – 9:44	
4 th Period	9:47 – 10:27	
5 th Period	10:30 – 11:10	
6 th Period	11:13 – 11:53	
7 th Period	11:56 - 12:36	
8 th Period	12:39 – 1:19	
9 th Period	1:22 – 2:02	
Enrichment	2:05 – 2:40	
:” (except on Fridays)		

- O. Cafeteria Duty at the Middle School and High School will be a voluntary assignment. Each period will be staffed for the duration of the period by two teachers in each building who will be paid \$3000 each per year. The district will select the participant from a list of volunteers and will have the ability to remove or replace a participant if necessary. Replacement will be chosen from volunteer list as well.

P. Nurses Schedule.

1. The standard school nurses work day will correspond with the standard teachers work day in the building to which he/she is assigned. With respect to nurses who are not assigned to buildings their daily work hours shall not exceed the work hours of the standard secondary teachers work day.
2. Each Elementary school nurse shall be assured a minimum of a 45 minute duty-free lunch period each day. Each Secondary school nurse shall be assured a 40 minute duty-free lunch period each day. In the event due to medical circumstances there is not time available for lunch during the workday, the nurse shall be compensated for the missed lunch period at a rate of \$20.00 for each missed lunch. In the event that it appears to the nurse that he/she must miss their regular lunch period, he/she shall report such instance promptly to the building principal.
3. At the high school and middle school (one nurse, each building), there shall be additional pay for up to five summer days for conducting sports clearance/physicals. At both elementary schools (one nurse, each building) there shall be additional pay for up to three summer days for immunization tracking, generation of confidential lists of student health concerns, distribution of Universal Precaution kits for faculty and staff paid at the per diem rate of Step 1 of the professional nurse's salary schedule.
4. For each event beyond the regular school day when a nurse's presence is required, they will be paid at an hourly rate of \$25.00 per hour.

ARTICLE VIII
LEAVES OF ABSENCE

A. Sick Leave

Teachers will be granted an annual sick leave of fifteen (15) days, effective as of the first day of their employment, without any deduction in salary. A maximum of five days per year for accumulated sick leave may be used for illness in the immediate family at the request of the teacher. Teachers working eleven months are entitled to 16 ½ days annual sick leave. (Fifteen (15) days for 10 months; 1 ½ days for the 11th month.) Teachers may accumulate sick leave without limit. A maximum of three (3) sick days per year may be used as personal days, in addition to the personal days provided to teachers under Section VIII, Paragraph (D).

The Board may require a doctor's certificate after five (5) days of consecutive absence or for an absence on days immediately preceding or following a school holiday or vacation period. Preceded by a written administrative warning, the Board may require a doctor's certificate for any other absences deemed necessary.

B. Death in Family

Upon request of the individual, a leave of absence may be granted to a teacher in the event of death in the family. Such time shall be deducted from accumulated sick leave.

C. Religious Observances

Leaves of absence for religious observances may be granted upon request for any recognized religious observances as authorized by the Commissioner of Education.

D. Personal Leave

A maximum of two days personal leave without any specific reason will be granted annually upon request. Except in emergencies, the teacher taking personal leave shall give his/her principal written notice of his/her intention to take the leave at least three days in advance of the date he/she will be absent. Personal leave shall not be granted for a school day preceding or following a holiday or a vacation period as listed on the official school calendar.

Professional personnel should plan to conduct their personal affairs and regular appointments for medical, dental or health care at times other than the school day except in case of emergency.

Unused personal leave days will not be accumulated as such but shall be accumulated for use as part of the retirement benefits detailed in this article. For retirement purposes unused personal leave days will be accumulated separately from unused sick days and the total accumulation of sick and personal leave days shall be the total of their separate total accumulations added together. Unused personal leave days will not be used to replace sick days without prior approval of the teacher involved.

Unit members must inform the District in writing no later than 90 days before the end of their leave of their intention to return to their position. If notification is not given, the position will be considered vacant.

E. Retirement Benefit

Upon retirement from the RCS School System as defined by the New York State Teachers' Retirement System, the total days of accumulated sick leave of the retiring teacher will be added to the total days of accumulated personal leave days.

1. A retiring teacher with less than 20 years of service to the RCS School System will receive the following:

- A. **Non-Elective Employer Contribution to 403(b) plan - 50% leave conversion** A retiring teacher shall as a deposit to their 403(b) account, receive an employer non-elective contribution on July 15 following the date of retirement in an amount equal to 50% of the value of his/her accumulated sick and personal leave, as calculated by the formula below, providing the retiring teacher has given six months notice of his/her intention to retire to the District, or, if not, said contribution will be deposited on the next July 15. Said contribution shall be subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

(Sick Leave Formula)

$$\frac{[\text{Accumulated Sick Leave} + \text{Accumulated Personal Leave}]}{327} \times \text{Annual Salary at Retirement}$$

Annual salary is the amount earned in the last 12 consecutive months of employment including all monies requiring payment by the District to the New York State Teachers' Retirement System

- B. **Retiree Health Insurance** A retiring teacher shall have 50% of the total value of his/her accumulated leave, based on the formula above in Section 1A, used to pay his/her entire health insurance premiums and those of his/her spouse. A retired teacher may, if he/she desires, continue in the health insurance program with his/her spouse if his/her benefit expires by paying the full amount of the premiums. After the retired teacher's death, his/her spouse, if married at least 20 years, will continue to be covered until death, remarriage or work coverage by paying the full amount of the premiums.

A retired teacher will have the same health insurance coverage options to the extent allowed by the insurance carriers as are currently in effect for professional employees, and he/she will have the same right of selection, individual or family, as he/she had when employed by the system.

C. **Non-Elective Employer Contribution to 403(b) plan - 100% leave conversion**

Notwithstanding the provisions of Section 1A and 1B above, any qualifying retiree who notifies the District at least two weeks prior to their retirement date in writing, that he or she has post-employment health coverage provided through another health plan shall not receive the benefit described in Section 1A and 1B, but shall instead, as a deposit to their 403(b) account, receive an employer non-elective contribution on July 15 following the date of retirement in an amount equal to 100% of the value of his/her accumulated sick and personal leave, as calculated by the formula in section 1A, providing the retiring teacher has given six months notice of his/her intention to retire to the District, or, if not, said contribution will be deposited on the next July 15. Said contribution shall be subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

2. A retiring teacher with at least 20 years of service to the RCS School System will receive the following:

A. **Non-Elective Employer Contribution to 403(b) plan - 50% leave conversion**

A retiring teacher shall as a deposit to their 403(b) account, receive an employer non-elective contribution on July 15 following the date of retirement in an amount equal to 50% of the value of his/her accumulated sick and personal leave, as calculated by the formula in Section 1A, providing the retiring teacher has given six months notice of his/her intention to retire to the District, or, if not, said contribution will be deposited on the next July 15. Said contribution shall be subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

B. **Retiree Health Insurance** A retiring teacher shall have the following portions of insurance plans paid by the District for a period of ten years from the date of retirement:

1. Health Insurance: 85% individual, 70% 2 person, 70% family.
2. Prescription plan: 85% individual, 70% 2 person, 70% family.
3. Life Insurance: \$10,000 coverage paid by the District.
4. Dental Insurance: District pays same amounts individual and family as for current teachers.
5. Vision Insurance: District pays same amounts individual and family as for current teachers.

After the ten years the retiring teacher can continue in the insurance programs by paying the full amount of the premiums. Should the retiring teacher die during the ten years, his/her spouse and/or any dependent children will receive these benefits for the balance of the ten years; after ten years the surviving spouse, by paying the full amount of premiums, can continue in the insurance programs until the spouse's death or remarriage.

C. Non-Elective Employer Contribution to 403(b) plan - 100% leave conversion

Notwithstanding the provisions of Section 2A and 2B above, any qualifying retiree who notifies the District at least two weeks prior to their retirement date in writing, that he or she has post-employment health coverage provided through another health plan shall not receive the benefit described in Section 2A and 2B, but shall instead, as a deposit to their 403(b) account, receive an employer non-elective contribution on July 15 following the date of retirement in an amount equal to 100% of the value of his/her accumulated sick and personal leave, as calculated by the formula in section 1A, providing the retiring teacher has given six months notice of his/her intention to retire to the District, or, if not, said contribution will be deposited on the next July 15. Said contribution shall be subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

3. All Employer Non-elective contributions referenced in this MOA shall be contributed in accordance with and subject to the following stipulations:
 1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
 2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

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

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the

ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and

- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee no later than January 31 of the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

Explanation for TRS Categories: Under Education Law § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

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

3. **403(b) Accounts** Employer Non-Elective contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life Insurance and Annuity Company, in the name of the employee.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This Agreement, as set forth in Article VIII(E), shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

6. This Agreement as contained in Article VIII(E) shall further be subject to the approval of the 403(b) Provider, which shall review Article VIII(E) of this Agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company (“ILIAC”) agrees to provide the Employer with ILIAC’s standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
8. The Employer’s obligation to make any Employer Non-Elective Contribution shall cease, and the entire retirement incentive benefit amount (exclusive of health insurance coverage), shall be paid to the retiring individual in cash, if (a) the employer non-elective contribution ceases to be permitted by New York State Law, New York State Regulation, judicial decision or any other decision, ruling or other action having the force and effect of law, or (b) the favorable tax treatment currently extended to tax-sheltered annuity contracts pursuant to Section 403(b) of the Code shall cease or shall be conditioned upon the employer making similar contributions on behalf of a group of employees that is broader than the group of employees who are eligible for the retirement incentive benefit described in paragraph 1 and 2 above.

F. Parental Leave

1. Inability to work due to medical reasons related to pregnancy will be treated as any other disability with respect to sick and other leave policies.
2. An unpaid parental leave will be available for the purpose of:
 - a. Caring for an infant child; or
 - b. The adoption of a child.
3. The maximum duration of a parental leave shall be until the commencement of the marking period closest to two years following the birth or adoption of the child. In the event the teacher requests a leave of less than the maximum duration, he or she may request one extension. Such extension shall not extend the maximum duration of the leave.
4. Teachers may take six weeks of parental leave following the birth and/or adoption of a child who is new to the home and under five years of age. If the teacher has personal sick leave accruals the eligible teacher may use a maximum of six weeks of such leave as paid parental leave for one parent of a new born (natural birth) or an adopted child who is new to the home and under 5 years of age. For teachers who meet the eligibility requirements under the Family and Medical Leave Act (“FMLA”) and are eligible for an unpaid leave pursuant to the FMLA, the paid parental leave will run

concurrently with any FMLA leave granted to the eligible teacher. The maximum amount of FMLA leave provided to eligible teachers, inclusive of parental leave under this section shall be a total of twelve (12) weeks of leave.

If time off is needed to recover from a pregnancy related injury or disability, the unit member who is a natural birth mother shall provide the Superintendent of Schools with a doctor's note supporting the need for time off to recover from her pregnancy related injury or disability. The birth mother shall use her sick leave accruals to cover her time off due to a pregnancy related injury or disability and her parental leave shall commence immediately following the conclusion of her recovery from the pregnancy related injury or disability associated with natural child birth. If the teacher has sick leave accruals remaining after her recovery from her pregnancy related injury or disability, she may use a maximum of six weeks of her remaining sick leave accruals to cover her time off for parental leave purposes. If there is no paid sick time remaining the parental leave will be taken without pay.

5. A teacher requesting a parental leave shall advise the District of his or her intention to take such leave at least 60 days prior to the commencement of the leave. It is recognized that in the case of an adoption the teacher may not be able to provide 60 days notice. In such case he or she shall give the District as much notice as possible.
6. Time spent on a parental leave shall not constitute service for purposes of accruing seniority, completing a probationary period, or accruing increment, leave or other benefits under this Agreement; however, approved parental leave shall constitute time in service for the District death benefit based on a minimum twenty years service.

G. Organizational Leaves

Leaves of absence for attendance at the annual statewide delegates meeting of the New York State United Teachers will be granted to two officially elected delegates and one officially elected alternative of the RCSTA.

The duly elected RCSTA retirement delegate will be granted leave to attend the annual statewide meeting of the retirement delegates.

Additions to the above regulations may be granted by the Superintendent of Schools. Such leaves will be without loss of salary, personal leave, sick leave or any other benefit and shall not exceed three days a year.

H. Jury Duty

A leave of absence, without financial loss or loss of leave days, shall be given any teacher serving on jury duty if exemption has been denied by the proper authorities to the satisfaction of the Superintendent of Schools.

I. Substitutes

When substitutes are employed, the Regulations of the Commissioner of Education shall be followed.

J. Other Leaves of Absence

Teacher requests for a leave of absence, other than those explained above or for extensions beyond the limitation of the leave regulations, must be in writing and forwarded to the Superintendent of Schools. The decision relative to said request will be made by the Board of Education.

K. Statement of Accumulated Leave

A statement of accumulated leave as of June 30th of the preceding year shall be given all teachers with their second paycheck in September. Such statement shall list separately the accumulated sick leave and the accumulated personal leave.

L. Sick Leave Bank

1. The Association shall be authorized to establish, maintain and administer a Sick Leave Bank subject to the rules contained herein.
2. The Sick Leave Bank shall be a process through which professional staff members in the negotiating unit may assign sick leave days to the Association, and the Association may assign sick leave days so accumulated to professional staff members in the negotiating unit who have exhausted their sick leave credits.
3. The following rules shall apply to the establishment and administration of the Sick Leave Bank, in addition to such further rules and procedures as may be developed by the Association and the Board:
 - a. The privilege of full participation in the Sick Leave Bank shall be available to all members of the negotiating unit.
 - b. Members of the negotiating unit who wish to assign sick leave credits to the Sick Leave Bank may do so only during the fifteen day period in the fall immediately following the publication of an official list of teachers employed in the District or in case of teachers appointed after the start of the school year, within ten (10) days following their first day of employment.
 - c. No member of the negotiating unit may assign more than two days of sick leave per year to the Sick Leave Bank and the total number of sick leave credits in the Sick Leave Bank shall not exceed 900 days. In case 900 days are reached, new members to the Sick Leave Bank will be allowed to join. For this reason, the 900 days will be exceeded.

d. The Sick Leave Bank Committee shall designate a Sick Leave Bank Administrator who shall be responsible for the administration of the Sick Leave Bank, including the following:

- 1) Developing all further rules required for the administration of the bank.
- 2) Maintaining all records of the operation of the bank and making such records available to the Board of Education or their designee.

e. Sick Leave Bank Rules

The following rules apply to the utilization of the Sick Leave Bank.

- 1) The Sick Leave Bank will be governed by a committee consisting of the Association President, an Association member acting as the Sick Leave Bank Administrator and one member of the Board of Education or his/her designee. It shall be the responsibility of the Sick Leave Bank Administrator to oversee the operation of the Sick Leave Bank as detailed below and as detailed in the current contract. It shall be the responsibility of the full committee to determine the usage and availability of the Sick Leave Bank days.
- 2) The granting of Sick Leave Bank days is not automatic upon application but is determined by the Sick Leave Bank Committee. Decisions made by the Committee concerning usage and distribution of Sick Leave Bank days shall be final and not subject to grievance procedures.
- 3) Only members of the Sick Leave Bank may draw upon it.
- 4) Prior to drawing from the Sick Leave Bank a certificate must be submitted to the Sick Leave Bank Administrator from the attending doctor certifying both the illness and the teacher's inability to return to work.
- 5) There shall be no waiting period for the granting of sick leave days from the Sick Leave Bank.
- 6) No withdrawals from the Sick Leave Bank shall exceed 45 days by any one teacher in any one given school year.
- 7) Sick Leave Bank days withdrawn from the bank must be returned by the person drawing them at the rate of five days per year.
- 8) Sick Leave Bank days may be withdrawn only to the extent that they are available in the bank.

- 9) A teacher who contributes two days from his/her accumulated sick leave in each of two succeeding years shall become a permanent member of the Sick Leave Bank and will not need to make donation to maintain membership in the Bank. An additional assessment of one sick leave day, however, would be required in the event the Sick Leave Bank was exhausted.
- 10) Part-time teachers may be members of the Sick Leave Bank by contributing one day of their accumulated sick leave. They shall be eligible to withdraw from the bank proportionately to the amount of time they teach.

ARTICLE IX

SABBATICAL LEAVE POLICY

A. Purpose

The sabbatical leave is a program designed to retain and attract good teachers and to enhance the professional development of the staff. It may be used in study for advanced degrees in the field of education and/or for approved independent non-degree study in the field of a teacher's specific subject matter.

B. Eligibility Requirements

1. Seven years of teaching experience, including tenure, in the Ravena-Coeymans-Selkirk Central School District.
2. A teacher granted leave has an obligation to return to the school district to serve at least two years following the sabbatical leave.

C. Number of Staff on Leave

1. A total of one staff member shall be allowed sabbatical leave each school year. The District may grant a second sabbatical leave.
2. Priority is to be based upon the number of years a teacher has been in the RCS School District provided that the sabbatical leave application and proposal meet the criteria that has been developed for sabbatical leave.
3. In order to provide equalization on both educational levels, the two leaves will be divided as follows:

One for Elementary (K-5)
One for Secondary (6-12)
4. In the event that one of the two areas (elementary or secondary) does not have an applicant, then two applicants from the other area may be granted leave.

D. Application for Leave

Application must be filed with the Superintendent of Schools between September 1 and December 1 preceding the requested sabbatical year. To make the awarding of sabbatical leave competitive, no sabbatical leave request will be processed before December 1. In no case will sabbatical leave be granted more than one year in advance of the requested sabbatical year since to award leave in this manner eliminates competition for such leave benefits.

E. Criterion

The Professional Practices Committee shall determine the criteria by which applications shall be evaluated and shall develop a standardized application form. The application form will include criteria for how the program will be reported.

F. Notice of Grant

Applicants will be notified not later than the Friday following the second Board of Education meeting in February preceding the requested sabbatical year.

G. Payment

Sabbatical leaves, recommended by the Superintendent of Schools and approved by the Board of Education, will be awarded for one year at half pay or for one-half year at full pay. Payment will be made on regular payroll dates and will include health insurance, sick leave and any other benefits which would accrue to a staff member not on leave. Sabbatical leave time will count as service for salary and seniority purposes. A teacher who fails to return to render service to the school district for two years following the sabbatical must reimburse the school district for the salary paid during such leave.

ARTICLE X

POLICY FOR CONFERENCE ATTENDANCE

- A. Numbers Eligible to Attend Conferences Each Year
1. The Ravena-Coeymans-Selkirk Central School District is committed to encouraging professional development on the part of its staff and to that end will allow a maximum of three (3) school days per year per teacher for attendance at conferences and meetings designed to promote professional growth.
 2. Any faculty member elected to an office of a State organization within his/her professional area will be given conference leave without such leave being reduced as listed in Section A 1.
- B. Financial Provisions
1. Mileage shall be paid at the IRS rate.
 2. Receipts shall be submitted for the following:
 - a. Lodging
 - b. Thruway and Bridge Tolls
 - c. Registration Fees
 - d. Train, plane and bus tickets (if applicable)
 3. Bills will be submitted by the teacher to the principal who will, in turn, submit them to the Superintendent. A written report summarizing the conference will accompany the presentation of the bill for expenses. No expense payments will be made until such written report has been submitted to the Superintendent of Schools.
- C. Administrative Procedures
1. In departmental areas, all conference leave requests will be submitted initially to the curriculum content specialists whose responsibility shall be to recommend attendance based upon departmental and program objectives. In non-departmental areas all conference leave requests will be submitted initially to the immediate supervisor.
 2. Authorization for all conference attendance shall be made by the Superintendent of Schools. Application to attend will be submitted to the building principal on the appropriate forms as early as possible in advance of the conference.
- D. Exceptions to the above regulations may be granted by the Superintendent of Schools.

ARTICLE XI

GROUP HEALTH INSURANCE

- A. Effective July 1, 2011, faculty members will be provided coverage by the Blue Shield of Northeastern New York Secure Blue Preferred PPO plan with a \$20 co-pay for physician office visits.
- B. Faculty members will also be provided the Express Scripts (ESI) prescription plan with a \$5 Generic/\$20 Formulary/\$35 Non-Formulary co-pays. The mail order co-pays under ESI, effective July 1, 2011, shall be \$10/90 day supply for generics, \$40/90 day supply for formulary brand drugs and \$70/90 day supply for non-formulary brand drugs. For CanaRx, there shall be no prescription drug co-pay for mail orders.
- C. Faculty members will also be provided with life insurance coverage for each individual participant in the plan of \$10,000, Accidental Death and Dismemberment coverage by a provider agreed to by the District and Association.
- D. Group health insurance premiums will be paid through a Premium Only Plan as provided by the Internal Revenue Service Code, Section 125.
- E. Faculty members will be provided with an Employee Assistance Plan administered by Capital Region BOCES. If the increase in renewal cost exceeds the change in the CP1-U as referenced in the Federal Register, both parties agree to re-open this item and neither may refuse.
- F. Any change in insurance carriers and/or plans must be approved by both the District and the Association.
- G. The cost of the coverage in A, B and C above shall be as follows:
 - Individual Coverage: The Board of Education will pay 85%.
 - Two Person Coverage: The Board of Education will pay 80%.
 - Family Coverage: The Board of Education will pay 80%.
- H. Faculty members also will be provided with dental insurance offered by Delta Dental.

The Board Of Education will pay 65%.

It is the understanding of the parties that if a teacher elects coverage subsequent to July 1st of any year of the agreement, the amount to be paid by the Board will be prorated based upon the remainder of the coverage.

- I. A committee shall be formed with two District and two Association representatives which shall meet as needed to review any questions which arise with respect to the administration of the health insurance programs by the carriers.

- J. All RCS teachers will be notified by the RCS School Business Administrator of the opportunity for adding/changing insurance options by June 1 each year. All insurance options may be selected individually or collectively as desired by the teacher to the extent allowed by the insurance carriers.
- K. All faculty members will be provided with the Premier Platinum Biennial Benefit Vision Plan. The District will pay \$48 for individual coverage and \$134 for family coverage.
- L. The district will offer a Section 125 Flexible Spending Plan and Dependent Care Account which includes accounts for dependent care and unreimbursed medical expenses for each unit member.
- M. Health Insurance Buyout

On or before April 1st of each school year existing unit members who desire to opt out of health insurance coverage in the following fiscal year shall inform the Business Administrator in writing of their decision on a form provided by the District. The health insurance coverage would then be discontinued effective July 1st. The Business Administrator shall notify the RCSTA Unit President in writing by April 15th each year as to whether the District will be offering the buyout for teachers opting out of health insurance for the following school year. Whether the District shall offer the health insurance buyout referenced herein will be based upon whether the number of buyouts meets the threshold set forth below.

Effective July 1, 2015, the health insurance buyout paid to employees shall be \$3,000 for participants who opt out of District provided health insurance. In order for unit members to be eligible to receive the health insurance buyout reimbursement listed above, there must be the equivalent of a total of 67 teachers receiving a family plan that opt out of District provided health insurance in the year in which the buyout reimbursement is to be paid. (53 current teachers as of the 14/15 school year who are not receiving District provided health insurance plus an additional 14 teacher buyouts (\$209,185.17 in savings). If in any school year, the equivalent of less than 67 teachers opt out of District provided family health insurance coverage, the buyout reimbursement set forth herein shall not be paid to the teachers opting out of health insurance. The health insurance buyout reimbursement shall not be added to the teacher's base pay.

In return for opting out health insurance the unit member shall receive a payment of 50% of the full corresponding buyout amount on or before January 30th by the District. The second payment shall be made on or before June 15th by the District.

Employees hired after June 1st must notify to Business Administrator of their decision regarding the health insurance option within thirty (30) calendar days of their appointment. For those employees who decide to opt out of the health insurance coverage payment will be calculated on a monthly pro-rata basis.

To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application.

Re-entry for those unit members participating in the voluntary buy-out shall be governed by the rules of the health insurance plan(s) provided for in this Agreement. Re-entry shall be conditioned upon such unit member repaying on a pro-rated basis 1/12th of buyout amount received for each month remaining in the school year in question (through August 31 each year).

Where two members of this bargaining unit are married to each other they shall not be permitted to take two family plans or two 2 member plans. Such unit members shall participate in a mandatory buy-out. Married unit members may take two individual plans, one 2 member plan, or one family plan. If married spouses take one 2 member plan or one family plan, one of the spouses designated by the couple with notification to the district in writing will be eligible for the buyout.

Employees required to participate in the mandatory health insurance buy-out will be allowed re-entry to the District health insurance program subject to one of the following conditions:

- a. Upon the death of the spouse whose policy provided coverage, provided that written evidence of said death is presented to the District.
- b. Upon the divorce of the spouse whose policy provided the coverage, provided that written evidence of said divorce is presented to the District.
- c. Upon involuntary termination of health insurance coverage for the spouse whose policy provided coverage, due to either termination of the spouses' employment, retirement of the spouse or other acts which through no participation by the spouse results in the termination of the spouses' coverage.

ARTICLE XII

PHYSICAL EXAMINATIONS

- A. All teachers in the district must undergo a physical examination prior to the first year of employment at their own cost. Physical examination forms will be used for the recording of the results of this examination and will be forwarded by the examining physician to the school physician. Forms may be obtained from the Superintendent's Office.

- B. Other physical examinations may be required by the Board of Education and the total cost for each examination will be paid by the district.

ARTICLE XIII

SALARY SCHEDULE AND REGULATIONS

- A. The salary schedules to be in effect for the 2015-2017 school years are attached as Appendix A.
- B. The salary schedules to be in effect for the School Nurses for the 2015-2017 school years are attached as Appendix B.
- C. Other Provisions
 - 1. Salary Notices for current year shall be given to all teachers before 11/30.
 - 2. Letters stating the Board of Education's intent to not rehire shall be given to those teachers affected before 4/30.
 - 3. Advanced Course Credits
 - a. All courses must be on the graduate level, but exception to this may be granted by the Superintendent of Schools.
 - b. All courses or degree programs must have prior written approval of the Superintendent of Schools. All courses or degree programs must be either in area of certification or in a related educational field. Teachers will receive payment for two master's degrees approved by the Superintendent; the second master's degree must be received after July 1, 1998. The first degree will be in the area of permanent certification and the second in a related educational field.
 - c. No credit shall be granted for hours earned above a B+40 unless a Masters Degree is earned. No credit shall be granted for hours earned beyond a M+60. Only credits earned subsequent to the Master's Degree date that they are related to are eligible for payment up to a maximum of 60 hours. Payment for credit hours above B+30 and M+45 is only for hours earned after July 1, 1998.
 - d. For all teachers hired after July 1, 2004, in accordance with accreditation changes in NYS, credit will be granted for hours earned to obtain the Master's Degree for permanent certification according to the following schedule: Upon completion of degree requirements for a Masters, you will receive the Masters stipend. For those in the process of obtaining their Master's Degree, after the second year of employment, if you have earned at least twelve credit hours, you will receive a \$480 stipend. After the fourth year of employment, if you have earned at least twenty four credit hours, you will receive another \$480 stipend. After the fifth year of employment, if you have earned all the credits required for the Master's Degree, you will receive the contractual payment for the Master's Degree.

Official transcripts for college credit submitted to the Superintendent's Office by October 15 will receive a full year's award. It is the teacher's responsibility to submit such transcripts within the time limits established above.

- e. Payment for graduate hours and movement from one salary level to a higher horizontal salary level will take place as of November 15 following the completion of the requirements for such movement.
- f. The payments for an earned doctorate degree will be made to staff members in accordance with the contract salary schedules so long as the degree program is accredited by the New York State Board of Regents and it is related to district duties.

4. Curriculum Content Specialists

- a. Curriculum Content Specialists will be paid as follows:

Elementary School:	\$3,500
Middle School:	\$2,000
High School:	\$2,500
UPK – 12:	\$2,500

- b. Curriculum Content Specialists will not be assigned duties not directly related to their subject matter, such as, but not limited to, lunch duty, detention duty, proctoring standardized tests, scholarship exams and other subject area final exams.
- c. Middle school and High school Curriculum Content Specialist will have a reduced maximum teaching load according to the following schedule:
.6 Instructional and .4 Curriculum Content Specialist.
- d. Elementary Curriculum Content Specialists (pre K-5) will have a .5 FTE release from teaching duties.
- e. When curriculum specialists are to be appointed, their positions shall be posted during the Spring preceding the commencement of their assignments as two year positions. Content specialists may resign their positions at the end of any semester and may be discontinued from those assignments for good cause at any time.
- f. If the District determines that there is additional work to be completed by the Curriculum Content Specialist (CCS) during the summer, such work shall be compensated at the contractual curriculum development per diem rate set forth in Article XIII, Section 14 for the first six (6) days of such work. Thereafter, any additional days for the purpose of performing CCS work during the summer months shall be paid at a per diem rate based upon the teacher's base salary. Prior written approval by the Assistant Superintendent for Curriculum and Instruction or his/her designee is required for all such days.

5. Whenever Deans are to be appointed from among bargaining unit members, their annual stipends shall be \$2,000.00 each and they shall be exempt from non-instructional duty assignments. These positions shall be annual appointments posted during the spring preceding the commencement of service. Any Dean removed from the position will be assigned to a 1.0 FTE within the tenure area(s) of assignment and to the extent practicable in the building of his/her assignment.

6. All salary steps are automatic for satisfactory work.

If a teacher is not to receive an increment based on a charge of unsatisfactory work, he/she shall be entitled to a letter from the Superintendent of Schools listing the reasons for such rating.

7. Longevity increments as shown below shall be granted after completion of eighteen, twenty-three and twenty-eight years of credited service to the RCS School System for those teachers performing satisfactory or better work
Effective July 1, 2010: \$1,225

8. In-service Credit

For all credits earned beginning September 1, 2004, one hour of credit will be granted for each fifteen clock hours of approved in-service work completed up to a maximum of 60 clock hours per year. These hours are accumulated outside of the regular school day. Teachers will receive a one-time stipend of \$240 per credit upon completion of required 15 clock hours. This stipend will be paid through payroll procedures as a gross payment subject to all state and federal payroll taxes and may be encompassed in any scheduled payroll payment. This \$240 stipend applies only to credits earned from July 1, 2006 and forward. RCS teachers who are instructors for an in-service course at RCS shall receive twice the number of clock hours as those as received by teachers taking the course.

9. Other Provisions - Earning of Annual Increments.

a. Full-Time Teachers

1. A teacher hired prior to March 1 will receive an annual increment the following September. A teacher hired after March 1 will receive an annual increment the September following the conclusion of his/her first full year of work.

2. A teacher who takes an unpaid leave of absence of greater than six (6) months will receive an annual increment the September following the conclusion of his/her next full year of work.

b. Part -Time Teachers

Salary increments for part-time teachers will be on an annual increment based on percentage. Elementary teachers teaching ½ day will receive ½ a normal increment. Secondary teachers will receive 1/6 of a normal increment for each class taught.

c. For a member of the association who receives an appointment for less than 1.0 F.T.E., the salary calculation shall be done by identifying the appropriate step on the salary schedule, and multiplying that number by the percentage F.T.E. The result of that calculation shall then have added to it the full value of any amounts available based on per credit above Bachelors' Degree, Masters' Degree, or Doctorate Degree.

10. Summer Guidance Work

Guidance Counselors in the Middle School and High School will work a minimum eighteen (18) additional days each school year beyond days worked by classroom teachers as defined by the official school calendar. These days will include days beginning September 1 to the teacher's orientation day except weekends and Labor Day, and days ending June 30 except weekends after the last day of the school year. An additional thirty-five (35) days of guidance work during July and August will be divided among the guidance counselors by their mutual consent and decided by May 1 each year.

Guidance counselors in elementary schools will work 10 additional days each school year beyond days worked by classroom teachers as defined by the official school calendar. Beginning July 1, 1994 these days will be based on program needs.

All specific days shall be approved by the Superintendent of Schools.

All days worked by guidance counselors beyond those worked by classroom teachers will be paid a per diem of base salary.

11. Mileage Allowance

The per mile allowance for teachers shall be the current IRS rate per mile for authorized travel.

12. The District shall deduct from the paychecks of members of the bargaining unit who authorize deduction of monies for Vote/Cope. Authorization for deduction shall be on the forms provided by the RCSTA and forwarded to the District by October 15. The District shall deduct the sum authorized in four (4) equal amounts beginning with the first paycheck in November. All monies deducted shall be forwarded to the Treasurer of the RCSTA. Such authorization shall remain in effect until modified or revoked by the individual teacher.

13. The District shall deduct from paychecks of members of the bargaining unit who authorize deduction monies for the NYSUT Benefit Trust.
14. Summer curriculum work shall be paid a per diem rate of step 1.
15. The Mentoring Program in place during the 2009-10 school year shall remain in full force and effect for the duration of this agreement.
 - a. The purpose of the mentoring program shall be to provide support for new teachers in the classroom in order to ease the transition from teacher preparation to practice, thereby increasing retention of teachers in the public schools. In addition, it is intended to increase the skills of new teachers in order to improve student achievement in accordance with the state learning standards.
 - b. In accordance with NYS Education Law, both parties agree to abide by the document entitled, "RCS Mentoring Program", which will be considered an extension of the contract.
 - c. Mentoring teachers will be paid \$1925 for the duration of this Agreement.
16. Helping Teacher Program
 - a. A Helping Teacher Program will be implemented for teachers hired with more than two years experience. The purpose of this program will be to provide support and assistance in orientation to the procedures, policies and daily routines of the school district and their respective building.
 - b. Both parties agree to abide by the document entitled, "RCS Helping Teacher Program", which will be considered an extension of the contract.
 - c. Helping Teachers will be paid \$300.
17. It is agreed the President will work only the first three periods of each day with no additional duties assigned beyond this point. This is to enable the President to attend to the duties and responsibilities of his/her office thereby assisting the District in educational and other related concerns.
18. An annual stipend in the amount of \$1500 shall be paid to any unit member who possesses National Board Certification through the National Board for Professional Teaching Standards or its successor organization. The stipend shall be discontinued upon expiration of such certification.

19. The most senior school psychologist will work twenty five (25) additional days each school year beyond days worked by classroom teachers as defined by the official school calendar.

All specific days worked shall be approved by the Superintendent of Schools.

All days worked beyond those worked by classroom teachers will be paid a per diem of his/her base salary.

6-10 of the days must include the week immediately following the last week of school as well as the three week long school holidays, to be determined by the CSE Supervisor and the senior psychologist.

20. Substitute Teaching

- a. In the event a regular substitute teacher is unavailable in the Elementary, Middle or High School, classroom teachers will be compensated for covering those classes. This may take place in emergency situations and when the district has made all attempts to fill such positions with per diem substitutes.

- b. A rotation list of available volunteer teachers will be generated at the beginning of each semester which will be used for such purposes.

- c. Coverage will be on a voluntary basis and availability announced through a morning email. Teachers must be available the period they volunteer and may not cancel groups or classes to substitute and they must not have an assigned class during that period.

- d. Compensation will be \$20.00 per 40 minute period at the High School and Middle School and \$30.00 per hour at the Elementary Schools, prorated if less.

21. The District will reimburse certification fees to unit members who are required to obtain certification in order to bill Medicaid on behalf of the District. This reimbursement will take place on the condition that such certification continues to be required of the unit member, and the unit member provides the district with proof of certification.

ARTICLE XIV

EXTRA DUTY PAY

A. Extra and Co-curricular Activities

The RCS District believes that extra and co-curricular activities are an important part of the total school curriculum for students. To that end faculty are encouraged to volunteer to work with students as advisors to the various clubs and activities taking place.

In the spring of each year extra and co-curricular advisorships will be posted in each building. Established building procedures for staffing recommendations will result in an extra and co-curricular roster distributed to faculty by October 1 of each school year.

A standing joint sub-committee comprised of the RCSTA Negotiator, School Business Administrator and the appropriate RCSTA Building Representative will be charged with developing a plan of accountability and evaluation of all clubs and activities. This committee will also be a clearinghouse for all requests for new clubs and activities as well as periodic evaluation of current clubs and activities.

The maximum number of points will be 400.

Each point shall be paid at the rate of: \$220

1. High School Point Value

High School Student Council Advisor	10
Senior Class Advisor	10
Junior Class Advisor	9
Sophomore Class Advisor	8
Freshman Class Advisor	8
Dramatics Club Advisor	6
Assistant Drama Club	6
Yearbook Advisors (2)	6 each
School Newspaper - Literary Advisor	5
Gossamer Thread Advisor	3
Stage Crew	5
School Store Manager	6
Jazz Ensemble	6
PEP Band	2.5
Spanish Club - Open Door Advisor	4
French Club Advisor	4
Debate Club	1
Future Teachers of America Advisor	4
National Honor Society Advisor	7
RCS Athletic Association Advisors (2)	1 each
Future Business Leaders of America Advisor	6

DECA	2.5
Photography Club (2)	2 each
Art Club	2.5
SADD	2.5
Student Volunteers	2.5
Harmonics	5
Ski Club Advisor	4
Boys Intramural Advisor	6
Girls Intramural Advisor	6
Science Olympiad	2
Natural Helpers	2
Graduation Music	3
Sound/Lighting Advisor	5

2. Middle School

Yearbook Advisor	6
Student Council Advisors (2)	4 each
Dramatics Club Advisor	6
Newspaper Advisor	3
Art Club Advisors (2)	2.5 each
Hiking Club Advisor	1
Jazz Ensemble	6
Gym Show (2)	2 each
Photography Club	1.5
Boys Intramural Advisor	6
Girls Intramural Advisor	6
FCCLA Advisor	8
Ski Club Advisor	4
Select Chorus	5
French Club Advisor	4
Math Club Advisor	2.5
Stamp Club Advisor	2
Aerobics Club Advisor	1.5
Stock Market (2)	1.5 each
Spanish Club	4
Natural Helpers	2
NYS Portfolio Project	2.5
Trading Post	6

3. Elementary

Saturday Morning Basketball Advisor (2)	1.5 each
Pee Wee Wrestling Advisor	4

4. Becker

Stamp Club Advisors (2)	2 each
Yearbook Advisor	3
Art Club Advisor	2.5
Intramural Advisor	6
Gym Show	2
Future Teachers of America	2.5
Environmental Club	2
Student Council	2
Natural Helpers	2
NYS Portfolio Project	2.5
Drama Club	2

5. Coeymans

Stamp Club Advisors (2)	2 each
Yearbook Advisor	3
Art Club Advisor	2.5
Intramural Advisor	6
Gym Show	2
Future Teachers of America	2.5
Student Council	2
Natural Helpers	2
NYS Portfolio Project	2.5
Drama Club	2

6. Music Concerts 1 point per teacher per concert

B. Athletics

1. All teaching personnel (including members of the physical education staff) who serve as coaches for sports offered by our school system shall be paid according to the schedule below which includes payment for summer and recess coaching.
2. The faculty will be notified of any and all openings on the coaching staff. A list of applicants for those positions will be made by the Director of Athletics and the High School Principal to the Superintendent of Schools who, in turn, will recommend to the Board of Education for their approval by May 1 of the year preceding the school year in which the coaching assignment will be worked.
3. Schedule of Pay for Athletics

Athletic coaches will be paid as follows for each athletic point: \$30

4. Criteria used for calculation of athletic point values

- (a) Length of season - 1 point per week
- (b) Non-school days practices - 1 point per day
- (c) Number of after-school games - 1 point per game
- (d) Number of evening/Saturday/vacation games - 2 points per game
- (e) No. of Athletes on Team:

10 or less	5 points
11 to 20	10 points
More than 20	15 points
- (f) Equipment Responsibility - 0 to 10 points
- (g) Assistant Coach Responsibility - 3 Points per assistant
- (h) Coaching Responsibilities:

Injury Factor	0 - 5 points
Safety Factor	0 - 5 points
Areas of Instruction	0 - 5 points
Complexity of Program Organization	0 - 5 points
Scouting	0 - 5 points
Use of film, Audio Visual Aids	0 - 5 points
Length of an Athletic Contest	0 - 5 points
Intangibles	0 - 10 points

5. Sports

SPORTS	Total Points
Varsity Football	134
Asst Varsity Football (2)	109
JV Football	93
Asst JV Football	93
Modified Football	77
Asst Modified Football	74
Varsity Boys Soccer	100
JV Boys Soccer	87
Modified Boys Soccer	64
Varsity Cross Country	90
Modified Cross Country	64
Varsity Golf	74
Varsity Boys Tennis	68
Varsity Wrestling	130
JV Wrestling	102
Modified Wrestling	64
Boys Varsity Bowling	70

Boys Indoor Track	115
Varsity Boys Basketball	130
JV Boys Basketball	102
Freshman Boys Basketball	83
Modified Boys Basketball	64
Varsity Boys Track	115
Asst Varsity Boys Track	93
JV Boys Track	82
Varsity Baseball	100
JV Baseball	82
Modified Boys Baseball	64
Varsity Girls Soccer	100
JV Girls Soccer	87
Modified Girls Soccer	64
Varsity Girls Tennis	72
Varsity Girls Volleyball	100
JV Girls Volleyball	87
Modified Girls Volleyball	64
Varsity Girls Basketball	130
JV Girls Basketball	102
Modified Girls Basketball	64
Girls Indoor Track	115
Varsity Girls Track	115
Asst Varsity Girls Track	93
Varsity Girls Softball	100
JV Girls Softball	82
Modified Girls Softball	64
Varsity Football Cheerleading	67
JV Football Cheerleading	60
Varsity Basketball Cheerleading	72
JV Basketball Cheerleading	66
Girls Varsity Bowling	70
Girls Varsity Swimming	90
Boys Varsity Swimming	90
Ticket Collector	50 (With no step increase)

Instructional Basketball - Middle School - 1 Point per Session to a maximum of 20 Points 1 Session = one 2-hour block

In addition, the following step system will be implemented beginning the 2011-2012 school year:

STEP 1 (1 - 4 years)	\$30 per point;
STEP 2 (5 - 9 years)	\$32 per point;
STEP 3 (10 - 14 years)	\$35 per point;
STEP 4 (15 - 19 years)	\$38 per point;
STEP 5 (20 th year +)	\$40 per point;

Experience does not have to be gender specific. For example, boys basketball for 10 years and girls basketball for 7 years would be a total of 17 years of basketball experience.

A coach that is appointed to a higher level assignment (i.e. modified to JV, JV to varsity) will receive ½ year credit for every year coached at the lesser level.

A varsity assistant who accepts a head varsity assignment will receive ¾ year credit for every year coached.

6. Athletic coaches who, because of post season play, are coaching two sports simultaneously will be paid an additional \$150 for each week that the two sports overlap.
7. The Weight Room Supervisor shall be paid at the rate of \$25.00 per session/per hour.
8. Athletic Director Stipend. The Athletic Director shall be paid a stipend at the rate of \$7,500 per school year in addition to his or her contractual salary. Should the person in this position be required to conduct formal evaluations of all coaches, and solicitation and assignment of chaperones for athletic events, as well as perform the duties of Athletic Director, the stipend shall be \$ 9,500 per school year in addition to his/her contractual salary. The Athletic Director will be provided .4 FTE release time to perform the duties of his or her position.

C. Bus and Chaperone Duty

During the first week of the school year the administration shall circulate a memo to all faculty members requesting names of those interested in volunteering for extra-duty assignments.

From the list of names, the administration of the building in which the event is sponsored will select the teacher to be assigned. Away athletic events chaperones will be assigned by the High School Principal. A tentative schedule for such assignments shall be distributed to all faculty members no later than October 1.

Events included under this Agreement shall include interscholastic athletics, dramatics, music festivals, dances and concerts.

Teachers accepting such assignment shall be paid according to the following schedule:

Home Activities \$39

Away Activities \$47

In the event the principal is unable to secure a volunteer for a particular assignment, he/she will select a teacher for the assignment from his/her building.

Events which are a direct extension of the classroom instructional program, such as school fairs, open house and science fairs, are not included in this section.

- D. Advisors/Coaches shall give 30 days notice prior to resigning from an activity or coaching assignment to which they have been assigned for the current school year. Exceptions may be granted by the Superintendent.

Extra duty assignments lasting the entire year shall be paid equally in each paycheck. Extra duty assignments lasting less than the entire school year shall be paid in a separate check at the conclusion of the activity.

ARTICLE XV

SCHOOL CALENDAR

Upon receipt of the official BOCES calendar, the following parameters will be applied to developing a yearly school calendar.

1. The starting and ending dates should be consistent with the BOCES Regional calendar.
2. The calendar will consist of 185 official days which shall include three (3) superintendent's conference days and Regents examination and rating days (January and June). In a leap year where the additional day is a school day, the Wednesday before Thanksgiving or the Monday following Easter will be a school holiday.
3. Superintendent's Conference Days shall be scheduled at dates mutually agreed upon by the Superintendent of Schools and/or his or her designee and the Association President and his or her designee. However, at least two (2) of these conference days will occur no later than November 30th of each school year.
4. Grades Pre-K-8 will have four (4) shortened sessions consistent with Section 175.5 of the Regulations of the Commissioner. Two (2) of these days will occur in the fall (around the close of the first marking period). Two (2) of these days will occur in the spring (around the close of the second marking period for the elementary and the third marking period for the middle school).
5. Three ½ day early releases for NPK -12 professional development will be scheduled at dates mutually agreed to by the Superintendent of Schools and/or his or her designee and the Association President or his/her designee.
6. The first unused snow day will be considered a vacation day on the Friday before Memorial Day.
7. Last Week of School
 - * Regular attendance Pre K-8 until the 180 day requirement is met. No student attendance beyond this date. Notification of the remaining days will be made by June 1.
 - * Senior high students only in session in accordance with the Regents examination schedule.
8. The calendar must be completed no later than June 15 in the year prior to the one for which the calendar is designed. Failure to reach agreement will mean the calendar in effect on June 15 will be the official school calendar for the next school year.

ARTICLE XVI

TEACHER SUPERVISION AND EVALUATION

- A. The District will administer the Annual Professional Performance Review Process as agreed to by the District and the Association.
- B. Teacher Personnel File

Official teacher files in a school shall be maintained under the following circumstances:

1. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she had the opportunity to review such material by affixing his/her signature on the actual copy to be filed and return the actual copy to be filed within ten (10) school days. Such signature merely signifies that he/she had read the material to be filed and does not necessarily agree with its contents. However, any incident which has not been reduced to writing within three months of its occurrence, exclusive of the summer vacation period, may not later be added to the file.
2. The teacher shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.
3. Upon request by the teacher, he/she shall be permitted to examine his/her file.
4. The teacher shall be permitted to reproduce any material in his/her file.
5. Material will be removed from the files when a teacher's claim that it is inaccurate or unfair is sustained by the Board of Education.
6. External references shall be excluded from the copy available for teacher examination.

ARTICLE XVII

DUES DEDUCTION

- A. The Association shall notify the District of its yearly fee. The District shall deduct such fee (or Association dues, whichever is applicable) from the paychecks of all members of the bargaining unit, in accordance with the dues deduction procedure herein and forward such amount to the Treasurer of the Association in prompt fashion.

- B. Deductions referred to in Section A shall be made in the following manner: The yearly fee shall be deducted in fourteen (14) equal installments beginning with the second pay period in October. The final transmittal shall be accompanied by a listing of the members of the bargaining unit from whom deductions have been made and the amount deducted for each.

- C. Deductions referred to in Section A above shall be made from new employees of the bargaining unit in the following manner:

The fee deduction shall begin on the 30th day following commencement of employment unless such date does not coincide with a payday in which case the deduction shall occur on the payday immediately preceding the 30th day, provided that deductions from the bargaining unit have begun for that school year.

- D. The Association affirms that it has adopted such procedures for refund of agency fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York and such procedure complies with applicable law.

ARTICLE XVIII

DISCIPLINE

- A. It is the duty and responsibility of the Board of Education and all administrative personnel to support teachers in a disciplinary dispute before the individual student involved, the student body, the parents and public, after investigation has proved the teacher correct.
- B. A teacher shall be entitled to meet privately with the responsible administrator prior to any meeting with student or parent to review particular circumstances involved, whenever possible. The teacher may have an Association representative, if he/she wishes, attend such meeting with him/her.
- C. The teacher is charged with the responsibility of maintaining a climate in which education can take place. In matters of a serious nature, a teacher may refer a student whose attitude or behavior threatens class welfare to his/her responsible administrator. Together they will discuss whether or not that student should continue in class. The Administrator's decision regarding this matter will be subject to a hearing, if desired by the individual teacher, before the Superintendent of Schools and/or the Board of Education, but will remain in effect until altered as a result of said hearing.
- D.
 - 1. Under no circumstances will an administrator reprimand a teacher before a group of other teachers, students or individuals. Such reprimands, if necessary, will be done in private.
 - 2. Under no circumstances will a teacher dispute with an administrator his/her decision concerning a disciplinary case in front of other teachers, students or other individuals. Such arrangements will be handled in private.
- E. In case of repeated misbehavior by the same student, the administration will take the responsibility for seeking all proper psychological, social, medical or lawful means to aid the student.
- F. No teacher, administrator, officer or agent of the school district shall use corporal punishment against a pupil. When alternative procedures cannot be reasonably employed, reasonable force may be used to: protect oneself from injury; protect school property and property of others; restrain or remove a pupil whose behavior is interfering with school district functions, power and duties if that student has refused to comply with a request from further disruptive acts.

ARTICLE XIX

TEACHER PROTECTION

- A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to their principal or immediate supervisor in writing.
- B. This report will be forwarded to the principal who will comply with the reasonable request from the teacher for information in his/her possession relating to the incident or the persons involved.
- C.
 1. The School District agrees to save harmless and protect all teachers, practice or cadet teachers, from financial loss arising out of any claim, demand, suit or judgment by reasons of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building, provided such teacher, at the time of the accident or injury was acting in the discharge of his/her employment and/or under the discretion of the Board of Education.
 2. Teachers shall notify the principal of any accident or claim against them which might be covered by this section immediately after the accident occurs or the teacher knows of the claim.
 3. Under no circumstances shall any teacher use his/her own vehicle for school trips unless authorized by the administration or under an emergency situation.
 4. The Board of Education shall not be subject to the duty imposed by this section unless such employee shall within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading, deliver the original or a copy of the same to the Board of Education.

ARTICLE XX

PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from his/her employment and unable to perform his/her duties as a result of an accident, injury or assault occurring in the course of his/her employment, which is certified as a Workers Compensation situation, he/she will be paid his/her full salary (less the amount of any Workers Compensation award made in lieu of salary for temporary disability due to said accident, injury, illness or assault) for the period of such absence, for a period of up to one (1) year, and no part of such absence will be charged to his/her annual or accumulated sick leave.

- B. The School District shall reimburse teachers for the reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workers Compensation or the District Health Plan, which are damaged, destroyed or lost as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.

ARTICLE XXI

SUMMER SCHOOL

- A. Teachers in the summer reading program will work for three (3) hours per day (inclusive of planning), four (4) days per week for four (4) weeks. Such teachers will be paid at a rate of \$37.50 per hour and for 48 hours of work for a total of \$1,800. Teachers are not entitled to the use of sick or personal days. Nurses in the summer reading program will work 2.5 hours per day for four (4) days per week for four (4) weeks. As such, nurses will be paid at a rate of \$30.00 per hour and for 40 hours of work for a total of \$1,200. Nurses are not entitled to the use of sick or personal days.

ARTICLE XXII

VACANCIES

- A. Vacancies in all professional positions in the District shall be posted in the faculty room(s) of every school building clearly setting forth a description of and qualifications for each position.
- B. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least 15 days before the final date when application must be submitted.
- C. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent of Schools within the time limit specified in the notice.
- D. Teachers who desire to apply for a vacancy which may be filled during the summer vacation period shall submit their names to the Superintendent of Schools, together with the position or positions they desire to apply for and an address where they can be reached during the summer vacation period. The Superintendent shall notify such teachers of any vacancy in a position for which they wish to apply and such notification shall set forth a description of and the qualifications for the position, including the duties and salary. Such notice shall be sent as far in advance as possible. In addition, the Superintendent of Schools shall post a list of vacancies to be filled during the summer months on a bulletin board at the administrative office as soon as the vacancy is known to exist.
- E. All appointments to the aforesaid vacancies and openings are to be upon the published qualifications and experience criteria. They shall be made without regard to age, sex, race, creed, color, religion, nationality or marital status.
- F. The names and assignments of bargaining unit members who resign or retire from permanent positions will be posted in each school building. Teachers interested in being considered for such assignments may contact the Superintendent.
- G. The President of the RCSTA shall receive a copy of all vacancy notices for all professional positions in the District at the same time they are posted in each faculty room.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in the policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Any individual arrangement, agreement or contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual agreement, arrangement or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- D. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be reproduced at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.
- F. The committees of the Board of Education agree to meet directly with representatives of the Association when such a request is forwarded to them through the Superintendent.

ARTICLE XXIV

DURATION OF AGREEMENT

Provisions of this contract may be subject to annual reopening as follows: In the event either party wishes to amend this Agreement, notice may be given not later than December 1 of each year during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article II of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such other times as may be mutually agreeable to the parties.

In the event that negotiations for a successor agreement have not concluded prior to the expiration date of this Agreement, this Agreement shall remain in force until the successor Agreement has been ratified by both parties.

Appendix A
Ravena Coeymans Selkirk
Teacher Salary Schedule

<u>Step</u>	<u>2015-2016</u>	<u>2016-2017</u>
1	\$41,706	\$41,706
2	\$42,697	\$42,697
3	\$43,765	\$43,765
4	\$44,860	\$44,860
5	\$45,981	\$45,981
6	\$47,132	\$47,132
7	\$48,310	\$48,310
8	\$49,519	\$49,519
9	\$50,757	\$50,757
10	\$51,997	\$51,997
11	\$53,266	\$53,266
12	\$54,564	\$54,564
13	\$55,896	\$55,896
14	\$57,258	\$57,258
15	\$58,657	\$58,657
16	\$60,078	\$60,078

Teachers on step will advance one step effective July 1, 2015 and July 1, 2016. Teachers at the top step and beyond shall receive a percentage increase in their base salary, plus longevity where applicable, as indicated below.

<u>15/16</u>	<u>16/17</u>
2.50	2.50

A teacher's base salary shall be calculated by adding to the step value shown above the sum of:

Per Credit above	
Bachelors Degree	\$40
Masters Degree	\$1,104
Doctorate Degree	\$1,212
National Board	\$1,500

Appendix B
Ravena Coeymans Selkirk
Nurse Salary Schedule

Step	2015-2016	2016-2017
1	\$33,365	\$33,365
2	\$34,158	\$34,158
3	\$35,012	\$35,012
4	\$35,888	\$35,888
5	\$36,785	\$36,785
6	\$37,706	\$37,706
7	\$38,648	\$38,648
8	\$39,615	\$39,615
9	\$40,606	\$40,606
10	\$41,598	\$41,598
11	\$42,613	\$42,613
12	\$43,651	\$43,651
13	\$44,717	\$44,717
14	\$45,806	\$45,806
15	\$46,926	\$46,926
16	\$48,062	\$48,062

Nurses at the top step and beyond shall receive a percentage increase in their base salary, plus longevity where applicable, as indicated below.

<u>15/16</u>	<u>16/17</u>
2.50	2.50

A nurse's base salary shall be calculated by adding to the step value shown above the sum of \$1,104.00 for the possession of a Bachelor's Degree.

APPENDIX C

**GRIEVANCE FORM
RAVENA COEYMANS SELKIRK CENTRAL SCHOOL
SELKIRK, NEW YORK**

Date of Original Filing _____

Name(s) of Aggrieved _____

Building _____ Grade or Department _____

Please complete three copies of this form: one for your immediate supervisor, one for the Chairperson of the Grievance Committee and one for your files. This will be the only form the aggrieved needs to fill out. It will be the responsibility of the Grievance Committee to see that you and the appropriate administrators and the President of the Board of Education receive copies of the required forms as your grievance is processed through the necessary levels.

I. My grievance was caused by an action or omission of (check one):

- Principal
- Assistant Superintendent for Instruction
- School Business Administrator
- Superintendent
- Board of Education
- Director of Special Education

II. The nature of the grievance is (explain in detail, attach additional information if necessary):

III. Past history (if any previous actions or conditions will help us to understand the problem, please complete this section).

IV. The aggrieved has already taken the following action(s):

_____ None

_____ Level One:

Presentation to his / her Principal, the Assistant Superintendent for Instruction, Director of Special Services, or School Business Administrator; a copy forwarded to the Chairperson of the Association's Grievance Committee.

Date _____

_____ Level Two:

Presentation to the Chairman of the Association's Grievance Committee; presentation to the Superintendent of Schools.

Date _____

_____ Level Three:

Presentation to the Chairman of the Association's Grievance Committee; presentation to the Board of Education.

Date _____

These actions will be taken in accordance with the current teacher's contract.

- V. Please attach copies of all pertinent correspondence, etc. to the copy being sent to the Grievance Committee Chairperson.

VI. Proposed Resolution

APPENDIX D

RAVENA COEYMANS SELKIRK CENTRAL SCHOOL
SELKIRK, NEW YORK

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name	First	Initial
-------------------	-------	---------

Address

TO: THE RAVENA-COEYMANS-SELKIRK BOARD OF EDUCATION

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Ravena Coeymans Selkirk Teachers Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association indicated below the dues of the respective Associations. 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 thereof. This authorization shall be continuous while employed in this school system or until withdrawn by written notice.

Teacher Signature

Date