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**CONTRACT**

**Between**

**BOARD OF EDUCATION  
SMITHTOWN CENTRAL  
SCHOOL DISTRICT**

**Smithtown, New York**

**And**

**SMITHTOWN  
TEACHERS' ASSOCIATION**

**2015-2024\***

**\*Includes the terms of the 7/1/20-6/30/21 and 7/1/21-6/30/24 Stipulations of Agreement**

7/1/15 - 6/30/24

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## PREAMBLE

In order to effectuate the provisions of the New York State Public Employees Fair Employment Act (the "Act"), the Smithtown Central School District ("District") and the Smithtown Teachers Association, Inc. ("Association" or "STA") hereby enter into an Agreement which has been negotiated under the terms of the law.

## ARTICLE I – RECOGNITION

The District recognizes the Association as the exclusive representative of the following District personnel for the purpose of collective bargaining and grievance settlement under the terms of the Act: classroom teachers, special project service positions, librarians, special teachers of art, music, reading, physical education, guidance, psychologists, summer school teachers, academic intervention tutors,<sup>\*</sup> social workers, speech teachers, driver education instructors, teacher assistants,<sup>1</sup> lead teachers, and educational sign language interpreters. The term "teacher" includes each District employee in that unit.

Pursuant to the requirement of the Act, the Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

Subject to all provisions of this Agreement, the Act, and the By-Laws in Respect of Procedures Under Article 14 of the Civil Service Law, as updated, the District Association reserve for themselves all of the rights provided them by law.

The parties agree that all items subject to collective negotiations have been negotiated or are deemed to have been negotiated and there shall be no negotiations during the term of this Agreement except those relating to a successor Agreement or as otherwise prescribed in Article V, Reopener; Article XI, Calendar; and Article XXI, Class Size.

## ARTICLE II - TEACHER RIGHTS

### A. Academic Freedom

The District and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school system and acknowledge the fundamental need of teachers to be free from any censorship or restraint which might interfere with their obligation to pursue knowledge and truth in the performance of their classroom responsibilities. However, in practicing academic freedom, the staff recognizes, and is sensitive to, its responsibility to exercise sound judgment and to refrain from using the school to promote personal views on religion, race and partisan political issues.

### B. Right to Private and Personal Life

The private and personal life of any teacher is within the appropriate concern or attention of the District only when it impairs the teacher's effectiveness in the performance of his/her duties. Teachers shall be entitled to full rights of citizenship, and no legal religious or legal political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such

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<sup>1</sup> Also referred to as "AIS Teacher."

teacher. This statement of rights in no way diminishes the obligations or responsibilities of teachers in this District.

C. Notification and Representation

1. Any formal complaint against a teacher to the District originating from an individual or individuals outside of the supervisory chain of command that seeks action which would be adverse to that teacher's professional standing or reputation shall be brought to the attention of the teacher as soon as possible. The teacher shall have the right to a subsequent conference if such conference can be arranged with the complainant present. If such conference cannot be arranged with the complainant present, no action shall be taken against the teacher based solely on any such formal complaint. If the conference can be mutually agreed upon, the teacher shall have the right to have present at such a conference a representative of the Association provided the Association chooses to become so involved.
2. A teacher having been reprimanded, warned or disciplined by an individual within his/her evaluative or supervisory chains of command for any alleged infraction of rules, policies, practices, or delinquency in his/her professional performance shall have the right to a subsequent conference. At the conference he/she may have present a representative of the Association, provided the Association chooses to become so involved and provided the conference is not based on formal, written evaluative reports. Such conference shall be held at a time and place mutually agreed upon by all parties.
3. Spontaneous reprimands, warnings, or disciplinary action for any alleged infractions should not be made in the presence of students or District personnel and shall be accompanied by an oral explanation of the basis of such action.

**ARTICLE III - ASSOCIATION RIGHTS**

A. Dues Deduction

The District grants the STA the right to have regular membership dues deducted from member employees upon presentation of dues deduction authorization forms. Such deductions may be made for any professional education organization. Deductions from member employee salaries shall be made in any multiple of four consecutive pay periods in equal amounts. All monies deducted shall be forwarded to the STA Treasurer no later than ten (10) days following each pay period. The Association shall save the District harmless for any claim based on any such deduction.

Effective until January 10, 2018, deductions may also be made to purchase U.S. Savings Bonds, Tax Sheltered Annuities, and scheduled payments to the Teachers Credit Union. Provision shall be made for one other deduction slot. Up to two additional deduction slots may be utilized provided that prior to the start of each school year the District and the STA mutually agree upon the deductions. Any deductions must conform to Internal Revenue Code and Regulations requirements as proper deductions.

Effective January 10, 2018, deductions may also be made to purchase U.S. Savings Bonds, Tax Sheltered Annuities, NYSUT Member Benefits, the New York State 457 Deferred Compensation Plan and scheduled payments to the Teachers Credit Union. Up to two additional deduction slots may be utilized provided that

prior to the start of each school year the District and the STA mutually agree upon the deductions. Any deductions must conform to Internal Revenue Code and Regulation requirements as proper deductions.

B. Agency Fee

Provided the STA establishes appropriate procedures for individual rebates pursuant to the applicable law, the District shall commence to deduct an appropriate agency fee from non-Association members as soon as practicable following the signing of this Agreement.

C. Association Business

1. At the request of the President or the Executive Committee of the Association, a maximum of twenty (20) days absence with pay shall be allowed for Association business affairs per school year.
2. The President of the Association shall be released from all teaching and non-teaching duties. Such release shall begin and end only at semester breaks. He/she shall continue on staff with the STA reimbursing the District for all expenses of his/her employment - for example, salary, health insurance, F.I.C.A., retirement payments. All of such costs shall be paid by the STA to the School District in advance following the same percentage procedure as in "forward funding."
3. Notwithstanding the provisions of the above paragraph, the STA President may, at his or her sole discretion, choose either of the following alternative release time options:

Option A: The STA President shall be released from all non-teaching duties and sixty (60%) percent of teaching duties. Such release shall begin and end only at semester breaks. He/she shall continue on staff with the STA reimbursing the District for sixty (60%) percent of the expenses of his/her employment - for example, salary, health insurance, FICA, retirement payments. Sixty (60%) percent of such costs shall be paid by the STA to the School District in advance following the same percentage procedure as in "forward funding."

The STA President, if choosing Option A, would be assigned to a schedule consisting of forty (40%) of the normal teaching assignment within his/her tenure area.

Option B: The STA President shall be released from all non-teaching duties and all regular teaching duties. Such release shall begin and end only at semester breaks. He/she shall continue on staff with the STA reimbursing the District for all of the expenses of his/her employment - for example, salary, health insurance, FICA, retirement payments. All such costs shall be paid by the STA to the School District in advance following the same percentage procedure as in "forward funding."

The STA President, if choosing Option B, would satisfy his/her forty (40%) percent teaching obligation through a variety of educational services within the meaning of a "Teacher on Special Assignment" ("TOSA"). Examples of acceptable educational services within this option would include but not be limited to substituting for absent teachers, attendance at conferences and/or workshops, attendance and/or serving on educational committees and/or Policy Boards, providing and/or attending staff development activities, providing specialized services (e.g., AIS, extra help) to students, etc. The STA President and the Superintendent of Schools shall meet prior to the beginning of each school year, and periodically as necessary thereafter, to discuss and come to mutual

agreement with respect to the types of educational services to be provided by the STA President within this option.

The STA President shall notify the Superintendent in writing as to which option he/she will be choosing for the following school year on or before April 15<sup>th</sup> each year.

3. Absence with pay shall be allowed to NYSUT delegates or alternates to attend the annual NYSUT Representative Assembly.
4. Absence with pay shall be allowed to delegates or alternates of the New York State Teachers Retirement System to attend their annual meeting.
5. The Association Grievance Chairman, if a secondary teacher, shall be assigned no homeroom or additional duty.

The Association Grievance Chairman, if an elementary teacher, shall, where possible, have his/her preparation time scheduled at the end of the day.

If the Association Grievance Chairman is a sixth grade teacher in a middle school, he/she shall be assigned no duty.

6. Upon receipt by the preceding June 30<sup>th</sup> of a list of members of the Association Executive Committee, the District agrees to the release of such teachers no later than 3:00 P.M. on a maximum of eighteen (18) Wednesdays in one school year.
7. No other leave time shall be granted for Association business except by agreement of the Board of Education.

#### D. Reports

1. The administration shall supply the STA with an elementary school class size report by October 15<sup>th</sup> and again by March 15<sup>th</sup> of each school year. It shall supply the STA with a secondary school teacher load report by December 31<sup>st</sup> of each school year.
2. The administration shall supply the STA with reports on teacher use of Sick Leave and Personal Leave by September 1<sup>st</sup> and February 1<sup>st</sup> of each year.
3. The administration shall supply the STA with a report of secondary school teachers requested to take more than three (3) daily preparations by October 15<sup>th</sup>.
4. The administration shall supply the STA with seniority lists annually.
5. The District shall supply the STA with a copy of all Board of Education minutes at no charge to the STA at the time of distribution.

#### E. Mailbox and Building Use

The STA will not be denied reasonable use of the District's intra-office mail system, including mailbox use privileges.

The STA will not be denied the reasonable use of District building facilities for Association meetings, provided that application is made through proper channels.

The District will continue to make an extension from the District switchboard available to the STA at the expense of the STA.

The extra cost to the District of any unusual use permitted by the District will be borne by the Association.

F. Principal/Unit Administrator - Building Representative Meeting

Building representatives and building principals shall meet at reasonable times to discuss matters related to the terms and conditions of the employment of teachers in the school and any problems related to the administration of this Agreement.

#### ARTICLE IV - OBSERVATION AND EVALUATION

A. The purpose of observations and evaluations of teachers is to improve instruction and determine suitability for continued employment.

B. The teacher shall receive from the administrator or his/her immediate supervisor candid appraisal of his/her work. Where deficiencies are noted in formal written evaluative reports, the evaluator shall make specific recommendations for improvement or make arrangements for a supervisory specialist to give assistance in the area noted. If no supervisory specialist is available, the assistance may be given by a person not normally assigned to a supervisory role.

Where evaluative reports are based on classroom observations, written evaluative reports will be completed not later than thirty (30) school days after the single observation or the last of a series of observations upon which they are based.

C. Where deficiencies are noted in formal, written evaluative reports, the supervisor or administrator shall refer to such deficiencies and their current status in his/her next formal, written evaluative report.

The employee shall have the right to answer any material retained, and the answer shall be reviewed by the Superintendent or his/her designee and attached to file copy. The answer must be submitted within 30 school days following the receipt of the material by the teacher.

D. A summer school teacher shall receive from the summer school administrator at least one (1) written appraisal of his/her work. Deficiencies shall be noted and specific recommendations for improvement made by the evaluator or some other individual mutually agreeable to the teacher and the administrator within the confines of the Summer School program.

#### ARTICLE V - REOPENER

The District shall not alter any existing terms and conditions of employment without reopening negotiations with the STA.

## ARTICLE VI - TEACHER DAY AND LOAD

### A. Definitions

1. Class - In secondary schools, a regularly scheduled section meeting for the purpose of instruction.
2. Period - In secondary schools, a forty (40) to fifty (50) minute block of time. Nothing in this definition shall prohibit other scheduling arrangements such as modular scheduling, which might include periods greater than fifty (50) minutes in some cases or fewer than forty (40) minutes in some cases, but all such proposed schedules will be discussed with STA representatives before implementation.
3. Preparation Time
  - a. Time to be used by a teacher for such non-teaching assignments as professional preparation, review and updating of student records, preparing reports, conferring with colleagues and/or supervisors, monitoring instructional objectives, and evaluating and revising curriculum. Effective July 1, 2016, a teacher's supervisor shall determine the nature of such activities for up to fifteen (15) periods per year for a secondary teacher and for up to ten (10) periods per year for an elementary teacher. A teacher may be so directed for up to three (3) consecutive days and shall be given five (5) working days' advance notice of such directed preparation periods. At least two (2) school weeks must pass before such supervisory direction of preparation time may occur again. No directed preparation period will be on the same day as a faculty meeting.
  - b. All middle school teachers (those who teach over 60% in the middle school) shall work nine (9) periods per day and shall have ten (10) preparation periods per week (two (2) per day). During two (2) such preparation periods, the Superintendent or his/her designee may assign any of the directed activities described in 3a. above and/or additional activities limited to the following: service in a resource center where students can report for extra help, team planning periods, curriculum development, and teacher initiated projects approved by the Superintendent or his/her designee.

Where the teacher is assigned to extra help, the following applies:

1. Help shall be provided on a one-to-one basis or in small groups. No more than twelve (12) students shall be in attendance at one time. No additional preparation shall be required for extra help.
2. Teachers shall be required to provide assistance only in their areas of certification.
3. This period is not intended to be used as a detention period.
4. This period is not intended to take the place of mandated remediation.

The teacher will be given at least two (2) weeks' notice of a change of assignment.

In preparing teacher schedules, consideration shall be given in each case to the feasibility of scheduling no more than four (4) consecutive contact periods, but under no condition will it cause a teacher to have six (6) consecutive contact periods. A contact period, for the purpose

of this provision, is either a class or extra help assignment. The contract language regarding the scheduling of classes (Article VI D. 3d.) is still applicable.

Teachers may not have more than one (1) assigned preparation period per day.

Assignment of activities under teacher-initiated projects that have been approved by an administrator shall be limited to the teacher or teachers volunteering for the project.

The foregoing shall not increase the number of class sections to which a middle school teacher may be assigned.

Should the District return to an eight (8) period day, Article VI Section A3b. would be considered null and void.

- c. All full-time high school teachers shall work nine (9) periods per day and shall have ten (10) preparation periods per week (two (2) per day). Two of these periods per week, or a teacher recommended and approved equivalent thereof, shall be used for professional activities described below.

The professional activities may be proposed by teachers subject to the approval of their principal or his/her designee. A mechanism will be put in place in each building to encourage teacher recommended proposals. Such proposals shall be given careful consideration. If an activity is not approved, the reason will be given.

If a proposed professional activity is not approved, teachers may be assigned two (2) of these periods per week for the professional activities described in Section A.3.a., the first sentence thereof. Additional activities may also be assigned in the areas of: professional development, curriculum development, school operations projects, or extra help for students. Traditional non-teacher duties shall not be assigned under this provision of the contract.

In preparing teacher schedules, consideration will be given to arranging a common preparation period for those teachers working together on a project.

The foregoing shall not increase the number of class sections to which a high school teacher may be assigned. Should the District return to an eight (8) period day, Article VI - Section A.3.c. would be considered null and void.

4. Duty - An assigned task in which a teacher works directly or indirectly with students on a regular periodic schedule at something other than teaching.

#### B. General

1. When a teacher is required to travel between buildings within a working day, a minimum of fifteen (15) minutes shall be permitted in all such cases. When distances are determined to be extreme, the administration shall have the responsibility to assure that sufficient time is allowed. A feasible effort will be made to attach travel time to a preparation period.

Teachers who are required to work in two or more buildings in a single day and who use their own cars shall be reimbursed for approved and verified travel (prior approval and subsequent submission of log) as per the current IRS rate.

Teachers of English, social studies, mathematics and science shall not be required to make more than one trip between buildings per day.

2. Chorus shall be considered a class section for scheduling purposes and wherever possible scheduled within the regular school day. Wherever an elementary chorus exceeds one hundred (100) students, an aide will be assigned to assist the teacher.
3. Wherever staffing allocated to a building permits, no teacher shall be responsible for more than one section at a time.
4. Wherever possible, teachers of middle school exceeding 100 students will be assigned an adult assistant.

#### C. Responsibilities of Teachers

Teachers shall fulfill assignments in accordance with the District's educational policies, Standard Uniform Practices, and curriculum, and may be assigned specific tasks for which their particular competence is needed in order to insure the success of the school operation.

A full program of education also requires activities outside the classroom and regular school hours. At times, professional responsibilities such as extra help to students, faculty meetings and parent conferences are to be conducted outside the limits of the regular school day.

1. It is understood that part of a teacher's responsibility is to give extra help to students in need of such help. If a teacher is asked by his/her superior, he/she must provide educationally sound reasons for refusing extra help to a student who has been denied such assistance.
2. Secondary teachers may be required to attend general faculty meetings no more than twice per month. Secondary teachers shall also attend subject area or department meetings to a maximum of two (2) per month. Elementary teachers may be required to attend general faculty meetings no more than three (3) times per month. Five (5) working days' notice as to the specific day and time shall be provided by the administration of the given school, unless an emergency situation requires shorter notice.

All afternoon faculty meetings shall convene within 10 minutes of the end of the normal student day. All morning faculty meetings shall be directly attached to the start of the student day.

All afternoon department meetings shall convene within 15 minutes of the end of the normal student day. In the event of the need for teachers to travel between buildings, the start of a department meeting may be extended up to an additional 10 minutes (total of 25 minutes) to accommodate the arrival of teachers. All morning department meetings shall be directly attached to the start of the student day.

No faculty/department meeting shall exceed one (1) hour in duration.

Notwithstanding subdivision 6 below, effective July 1, 2016 professional development may be provided during the three monthly elementary faculty meetings and during one of the two monthly secondary faculty meetings, with no additional compensation.

3. All teachers shall conduct parent/teacher conferences during such times as situations indicate.

In addition, elementary teachers shall conduct parent/teacher conferences during three (3) half days during the fall semester as scheduled by the District so long as the calendar is one hundred eighty-one (181) student days/one hundred eight-four (184) teacher days, as set forth herein. On each of these scheduled parent/teacher conference days, elementary teachers shall be available for up to two (2) hours beyond their normal workday to meet with parents who cannot attend such conferences during regular teacher hours.

4. One (1) day during the spring semester shall be scheduled by the District to be used as follows:
  - a. At the elementary level, one (1) half ( $\frac{1}{2}$ ) day for in-service activities and one (1) half ( $\frac{1}{2}$ ) day for parent/teacher conferences as needed.
  - b. At the secondary level, one (1) day for in-service activities.
5. Teachers are responsible for end-of-the-year routines, both after the last day of instruction and after examinations, in accordance with the school calendar, and for the beginning-of-year preparation for the first day of instruction.

In addition, elementary teachers shall be provided two (2) half ( $\frac{1}{2}$ ) days without teaching responsibilities scheduled during the last five (5) days of the school year for the purpose of completing end-of-the-year responsibilities. This shall not affect the past practice regarding Superintendent conference days.

6. Teachers may be required to attend up to ten (10) hours of after school workshops per year for the purpose of preparing new curricula, changes in emphasis, new approaches to teaching subjects, etc.

In addition, teachers may be required to attend one (1) Saturday (non-holiday weekend) workshop per school year.

Attendance at after school workshops shall be compensated at the workshop rate as specified in Article XX, E.; attendance at Saturday workshops shall be compensated at the rate of  $\frac{1}{200}^{\text{th}}$  annual salary.

The District shall give sufficient notice of upcoming workshops to allow teachers to plan for their required attendance.

7. Guidance counselors of grades 9<sup>th</sup> -12<sup>th</sup> shall be required to provide three (3) additional days during the week immediately preceding the school year at their regular daily rate of pay. The specific days shall be scheduled and counselors notified by May 1<sup>st</sup> for the next school year.
8. Nothing in this section (Article VI, C.) shall be construed so as to curtail or eliminate related past practices or special obligations arising periodically throughout the school year.

D. Working Day and Average Assignment

1. General

Regularly assigned working hours shall be established by the District and shall not exceed seven (7) continuous hours per day for any teacher. Assigned time which is outside the limits of the normal school day shall be compensated for by an equal amount of time off at either end of the school day as mutually agreed to by the teacher and his/her principal. A teacher's working day shall not include assignments which heretofore have been eligible or which shall be eligible for compensation under the definition of activities covered in Article XX of this Agreement. Notwithstanding the preceding, effective with the 2019-2020 school year, all teachers will work seven hours on Superintendent's Conference Days.

2. Elementary

The working day for elementary teachers shall not exceed six (6) hours and forty (40) minutes unless the District modifies the length of the student day. If and when that modification occurs, the length of the teacher work day may be extended up to seven (7) hours. Notwithstanding the preceding, effective with the 2019-2020 school year, elementary teachers will work seven hours on Superintendent's Conference Days.

Each elementary teacher shall receive a daily duty-free lunch period of not fewer than thirty-five (35) minutes and an average of forty-five (45) minutes per day for preparation, not fewer than two hundred twenty-five (225) minutes in a full school week of which five (5) blocks will be not fewer than fifteen (15) minutes. Any preparation time of fewer than fifteen (15) minutes must be attached directly to the teacher's lunch hour. In the event that the teacher day is extended as noted in paragraph 1 above, teacher preparation time shall be increased by twenty (20) minutes per day. It is understood that preparation time shall be scheduled during the student day as per past practice.

Wherever staffing permits, there shall be a minimum of thirty (30) minutes of uninterrupted preparation time four (4) days per week.

Insofar as the resources allocated to each school permit, no fewer than thirty (30) minutes of the preparation time guaranteed above will be scheduled as common preparation time for teachers on each grade level.

Elementary special area teachers shall not be assigned to more than eight (8) class sections per day. The District will schedule five (5) minute changing time between classes and, wherever possible, ten (10) minutes for those elementary teachers changing classrooms.

3. Secondary

a. The standard load for secondary teachers shall be five (5) classes.

b. A secondary teacher shall have no more than five (5) class sections regularly assigned to him/her and no more than one regular duty plus homeroom. The remainder of the teacher's day shall include at least one (1) full period for the teacher to engage in professional preparation, either individually or with other professional personnel, and a lunch period not shorter than

thirty-five (35) minutes. Whenever possible, a lunch period equal to that of students shall be provided.

- c. No secondary teacher shall, without his/her consent, have more than three (3) different subject area preparations. This provision shall not be applicable to the following teachers:

- (1) Teachers of foreign language, art, music, industrial arts, home economics, business education, and special education.\*<sup>2</sup>
- (2) Teachers assigned to teach in two (2) or more departments.
- (3) Teachers whose assignments, if limited to three (3) preparation would result, because of low student enrollment, in fewer than five (5) teaching periods per day.

Assignments at different grade levels and assignments to different ability groups shall, in each case, constitute different preparations. In preparing teacher schedules consideration shall be given in each case to the feasibility of scheduling no more than three (3) of the assigned classes consecutively. Where building facilities necessitate traveling from room to room, the number of different rooms and the frequency of room change shall be as low as administratively feasible. Wherever possible this shall mean that no secondary teacher is to be assigned to more than two (2) classrooms.

- d. Secondary school classes shall, wherever possible, be set up so that classes will not have more than thirty (30) students. Teachers will not have total student loads exceeding one hundred fifty (150) students. These maximum class size and student load limits shall apply only to social studies, English, mathematics, science, foreign language, art, music (except band, chorus and orchestra), and business (except large typing classes). The daily student loads of physical education teachers shall not exceed two hundred (200) students and industrial arts and home economics teachers one hundred five (105) students for five (5) laboratory courses with the daily limit increased by ten (10) for each non-laboratory course (i.e., mechanical drawing or family living) in a teacher's schedule. It should also be noted that large group instruction may occur in any subject area where it is educationally sound.

In rooms where specific equipment is used and/or space is required (e.g. laboratory science, business, technology, art, home and careers, etc.), the total number of workstations will be determined by the size of the classroom and safety concerns.

- e. Duties in the secondary schools shall be limited to no more than three (3) out of four (4) semesters, but:

- (1) If additional duty positions are still needed to be filled, volunteers may be sought among teachers in the regular duty rotation who have had three duty semesters in a row and are on their "off duty" semester.

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\*Special education added effective July 1, 2019.

- (2) If additional duty assignments are still necessary after all volunteers have been exhausted, teachers on their "off duty" semester may be assigned a duty.
- (3) Any teacher who voluntarily or involuntarily has been assigned a fourth duty in a row shall receive a stipend of \$500 for performing that fourth duty.

f. Duties shall be rotated equitably in accordance with the following:

- (1) The obligation to rotate assignment of duties and homerooms is fundamental. It is agreed that, after the development of the master schedule, any departure from rotation must be justified as critical to the successful operation of the school building.
- (2) Equitable assignment of duties does not mean mathematical equality. This means assignments shall be rotated in such a manner that a teacher shall not repeat a duty until that duty has been rotated among other available staff members as allowed by the master schedule.
- (3) This requirement to rotate duties is not limited to a single school year. Equitable distribution of duties and homeroom assignments may be demonstrated after a period of three years has elapsed.
- (4) The teacher duty pool shall consist of all part-time (50% or more on a pro rata basis) and full time teachers. Teachers who make one (1) trip between buildings in a given day, guidance counselors, librarians, lead teachers, social workers, psychologists, speech teachers, and special education teachers assigned to self-contained classes shall be exempted from the teacher duty pool unless the administration determines the orderly function of the school requires their participation in the duty pool. A teacher who makes more than one (1) trip each day shall not have a duty.

The preceding paragraph shall apply to all sixth grade teachers in the intermediate schools.

- g. Cafeteria supervision of lunch periods by teachers shall no longer be considered a regular duty of a teacher and instead shall be handled separately in the following manner:
- (1) The regular duty roster shall not include cafeteria supervision of lunch periods.
  - (2) Teachers may volunteer for cafeteria supervision of lunch periods. Teachers who volunteer on their off duty semester shall be placed on a list of volunteers. The building principal may select teachers from this list at his/her discretion. Such volunteers shall be paid \$10.50 per period for such cafeteria supervision.
  - (3) Teachers who are scheduled for a regular duty during a semester may volunteer to have cafeteria supervision of lunch periods as their regular duty. The building principal may select from such volunteers at his/her discretion. This category of volunteers shall be paid \$8.50 per period for such cafeteria supervision and these volunteers shall be subject to rules governing normal rotation.

- (4) If there are not sufficient volunteers selected to staff cafeteria supervision of lunch periods in any given semester, teachers may be assigned to perform cafeteria supervision as a regularly rotated "duty." These teachers will receive \$8.50 per period for such cafeteria supervision.
- (5) Payment shall be made in the last check of the semester in which the duty is performed or the last check of the quarter if quarter duties are assigned.

h. Alternate Programs

Alternate programs involving some combination of mini-courses, regular courses, career exploration, tutorial programs and special study assignments shall be exempt from the contractual limits in paragraphs "3.a" through "3.f" above for the initial year of their operation only, subject to the agreement of each teacher to undertake such assignments and to the requirement that he/she have a daily lunch period equal, wherever possible, to that of students and an aggregate of two hundred twenty-five (225) minutes of preparation time per week.

4. Collaborative Teaching Models

Teachers involved in any collaborative teaching model shall be provided, wherever possible, with a minimum of three (3) common preparation periods with their collaborative partner during the workweek.

5. Special Education Teachers and Speech Teachers

- a. Secondary special education teachers shall be released as necessary from their duty periods for up to ten (10) periods per year to meet student testing responsibilities. Each teacher shall obtain approval of his/her immediate supervisor for such release and such approval shall not be unreasonably withheld.
- b. Elementary special education teachers and speech teachers shall be released from teaching responsibilities for up to ten (10) "periods" per year for professional purposes including but not limited to the preparation of IEP's and Annual Review Reports. Each teacher shall obtain approval of his/her immediate supervisor for such release and such approval shall not be unreasonably withheld.

E. Distance Learning

Distance Learning is defined as one teacher instructing students at multiple locations through electronic means.

1. The STA and the District agree that in certain circumstances valuable educational experiences may only be available through the utilization of distance learning techniques between buildings within the District. Distance Learning will not be used to increase class size beyond contractual limits. The purpose is to allow classes to run that because of low student enrollment would be unable to run. In such circumstances, the District shall have the right to provide instructional services between buildings within the District through distance learning techniques, provided that no

bargaining unit member's job is lost or diminished. The District may also allow outside school districts to participate in a distance learning course originating from within the District, provided that no bargaining unit member's job is lost.

2. The District may not participate in a Distance Learning situation whereby the course is taught by someone other than a member of the bargaining unit.
3. Under no circumstances shall a teacher be assigned to teach a Distance Learning course outside of that teacher's area of tenure.
4. Teachers will not be evaluated or formally observed the first time the course is taught. During this time, informal observations and letters are permissible, but they will not be shared without the teacher's consent.
5. Class size, including students outside the District, will be consistent with all class size and load provision of the contract as well as any Board policy.
6. No recording of a Distance Learning Class(es) shall be allowed without teacher consent.
7. The District will provide training prior to the commencement of the course.
8. The teaching of a Distance Learning course will not change or effect the tenure area or building assignment of any teacher who is teaching less than 50% of his/her assignment in Distance Learning. Should extenuating circumstances evolve regarding transfers due to Distance Learning, the STA President or designee and the Superintendent or designee shall meet to discuss and resolve the issue prior to initiating a grievance.
9. Scheduling of regular courses will occur prior to the scheduling of Distance Learning courses. Distance Learning courses will not have a negative impact on any school building's regular elective program.
10. There will be a teacher aide assigned to the remote Distance Learning room to tend to technical duties and monitor students.
11. A Distance Learning Committee will be formed at the high school level to evaluate the program. It will report to the Assistant Superintendent for Instruction and Administration K-12<sup>th</sup>. The Committee will consist of the following staff members:
  - Building Principal
  - Director of Guidance
  - Coordinator of Instructional Technology
  - A Department Chairperson
  - Director of Curriculum
  - Four teachers appointed by the STA

The committee will:

- Evaluate the effectiveness of this instructional model.
- Investigate and recommend high school and college courses to be taught by our staff members or received by our students.
- Seek and offer staff development programs.
- Attend meetings and conferences on Distance Learning.
- Serve as a liaison among administrators, teachers, and coordinators to seek input and disseminate information.

12. Any dispute as to the application of this language may be submitted by the STA directly to arbitration (level III- contract grievances) if an informal discussion with the District does not resolve the dispute within five (5) working days.

12. Distance Learning courses will be offered when equipment is available and at the discretion of the District.

F. Teachers will not be expected to use a computer to complete student grades, access District e-mail, track students, or complete any other District directed task unless they are provided with training and have access to computers that contain the necessary software to complete the task either within their own classroom or within each building in a location that is secure, private, and accessible during the school day.

## ARTICLE VII - ASSIGNMENTS

### A. General

Every effort should be made annually to establish by June the building and special staff assignments for teaching employees. Assignments shall be made at the earliest practical date that circumstances allow. Notification to staff members shall be accomplished as close to the June 1st date as is possible.

### B. Use of Part-Time Teachers

Where there are a sufficient number of classes in a given tenure area to warrant a full-time teacher, part-time teachers will not be used. Part-time teaching positions will be combined to form a full-time schedule in a given area except where the District can clearly demonstrate the lack of feasibility based upon different grade levels, different specialties within a tenure area, or based upon the District's specific scheduling needs.

### C. Sixth Class

The District shall not seek volunteers to teach a sixth class until the following conditions have been met:

1. The District has exercised all due diligence, including advertising, to secure the services of a certified and qualified part-time teacher. If the District has been unable to secure the services of

such a part-time teacher by August 15<sup>th</sup> for the fall semester and January 15<sup>th</sup> for the spring semester, it may seek volunteers from within the specific building and department affected.

2. The District shall provide written notification of the need to seek volunteers to accept a sixth class to teachers within the specific tenure area within the building(s) and/or department(s) affected.
3. If more than one qualified person volunteers for the additional assignment, it shall be given to the person with the most seniority, subject to the certification, tenure, and instructional needs of the District. Thereafter, any such additional assignment shall be rotated by seniority and be equitable among all qualified volunteers.

### ARTICLE VIII - INTERSCHOOL TRANSFERS

- A. A professional employee involved in an interschool transfer shall, upon his/her request, be entitled to a meeting with the Superintendent or his/her designee for the purpose of reviewing the reasons for the transfer.
- B. When the need for transfers or reassignments is known during the school year, volunteers from among those meeting the qualifications of the position will be solicited. When it becomes necessary to reduce the staff in the building, consideration will be given to those requesting a transfer.
- C. Voluntary Transfers
  1. Effective December 20, 2017, teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent of Schools prior to April 15<sup>th</sup>. Effective December 20, 2017, teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent of Schools by February 15<sup>th</sup>. Such statement shall include the school or schools to which he/she desires to be transferred in order of preference. The Superintendent or his/her designee shall acknowledge the receipt of the request for transfer within twenty (20) days.
  2. As soon as possible after the distribution of the preliminary budget to the Board of Education, the Superintendent of Schools shall post in all schools and the STA office a list of anticipated vacancies which will occur for the following school year. This list will refer to new positions only and will be amended as needed.
- D. Involuntary Transfers - Should the need to transfer staff still exist after the requirements of "B" above have been met, then the teacher having, in the judgment of the administration, the least seniority of those meeting the professional qualifications for the position shall be transferred unless the administration can demonstrate a substantial educational reason that requires that a particular teacher other than the least senior be transferred. As an example, a personality difference between a teacher and an administrator shall not be deemed to be a substantial educational reason.

Notwithstanding any of the above, the Superintendent shall have the right, at his/her discretion, to transfer up to four (4) teachers a year. Prior to any of these transfers taking place, the Superintendent shall offer to meet with the teacher(s) involved to discuss the reasons for the transfer(s) allowing adequate time for the teacher(s) to respond at a subsequent meeting. Said teacher(s) may be represented by the STA at either or both of these meetings, provided that the STA chooses to become so involved.

- E. Staffing For Additional Schools – A joint committee of teachers appointed by the STA and administrators appointed by the Superintendent will be formed to work with relaxed contractual rules regarding transfer of staff, when staffing additional schools.
- F. Decisions regarding requests for transfer will be made keeping in mind the best interest of overall staff deployment and the instructional services as well as the desires of individual staff members. It should be understood that the transfer of probationary teachers, especially at the end of the second year, is generally to be avoided in order to provide for continuous evaluation.

## **ARTICLE IX - VACANCIES**

All promotional vacancies and vacancies in positions for which substantial numbers of teachers may be assumed to be qualified shall be adequately publicized, which means that, as a minimum, a notice shall be posted in every school and the STA office and forwarded to all STA building representatives clearly setting forth the following:

1. Title and brief description of the position.
2. Qualifications required for the position.
3. Indication that persons who do not meet all the published qualifications, but feel that they are otherwise qualified, are invited to apply.
4. Explanation of how and where application is to be made.
5. Time limit for application.

Such notices shall be posted as far in advance as possible, ordinarily at least 14 days before the final date when applications must be submitted.

Every effort shall be made to notify all staff members in the event that such vacancies occur during the summer recess. Information regarding such vacancies shall be mailed in one combined letter after determining those who wish to be notified. Summer vacancies shall be placed on the intranet. All applicants will be notified when a position has been filled.

## **ARTICLE X - PERSONNEL RECORDS**

### **A. General**

School District personnel are permitted to examine their entire personnel folder excepting the types of records listed below:

1. Confidential reports and records from college (including transcripts where indicated as confidential).
2. Confidential reports and records from former employers.

3. Letters of reference.
4. Evaluations by persons outside the School District and by persons within the School District before actual employment.

The Superintendent or his/her designee shall be responsible for providing the employee with copies of records to be filed in the personnel folder if a copy has not been directed to the employee.

#### B. Procedures

1. The employee shall submit a written request to the Superintendent or his/her designee's office for an appointment to examine the records in the personnel folder during normal office working hours.
2. The Superintendent's designee shall review the file requested for records prior to July 1, 1966 with a view to updating the file. All data that does not currently apply or meet the standards of current policy on personnel record access will be removed. He/she shall review any removal with the originator, if still employed by the District.
3. The entire personnel folder, with the exceptions noted above, may then be examined before a person assigned as custodian of the personnel records.
4. The employee shall have the right to answer any material retained, and the answer shall be reviewed by the Superintendent or his/her designee and attached to file copy. Such answers shall be submitted within twenty (20) working days following the receipt of said material by the teacher.
5. A teacher shall receive a copy of any material filed in his/her personnel folder on or after July 1, 1971 which does not bear his/her signature.

#### C. Challenge to Validity of Reports

Questions of Validity - Should a teacher question the factual validity of any report placed in his/her folder by District personnel, he/she may resort to the following procedure:

1. The employee shall inform the Superintendent of Schools that the validity of a report is being challenged.
2. The employee shall request that the report be eliminated from the folder and give all reasons why this should be done.
3. The Superintendent or his/her designee shall render a decision in the matter.
4. Should a teacher remain dissatisfied, then the dispute can be submitted at Level II of the grievance procedure.

## ARTICLE XI - CALENDAR

The school calendar and schedule of vacations and holidays for each year during the period of this contract shall be those adopted by the Board of Education and addended to this contract as Appendix "A-1" of this Agreement.

The school calendar and schedule of vacations, holidays, and make-up days for each year of this contract shall be those that will be adopted by the Board of Education following the determination of June Regents Testing Week by the Board of Regents. Each year shall contain one hundred eighty-four (184) days for teacher attendance. When adopted these calendars shall be addended to this contract.

Should circumstances in any given year be such that one hundred eighty-four (184) days of teacher attendance calendar would require teachers to begin the work year prior to Labor Day or would require reducing the mid-winter or spring vacations to less than one full week each, then in such years the one hundred eighty-four (184) days would be converted to one hundred eighty-three (183). Nothing in the preceding sentence shall be interpreted to restrict the District's calendar scheduling rights beyond what is described therein.

In the event a Commissioner of Education decision or a conflicting BOCES schedule indicates a calendar revision to be in order, such changes as are appropriate shall be negotiated between the parties.

## ARTICLE XII - STAFF PARTICIPATION

- A. The District guarantees the active participation and involvement of teachers in the areas of:
1. Identifying staffing needs for the District.
  2. Identifying needs for improving the educational program of the District.
  3. Developing, reviewing and evaluating the District policy, including District-wide curriculum and the selection of instructional materials to aid in the teaching of such curricula.
  4. Endeavoring to properly allocate space for professional activities conducted in our present school buildings and to plan for accomplishing the same objective in new school buildings. Prime consideration shall be devoted to space allocated for instructional services.
  5. Developing the procedure of staff participation.

The District shall advise the STA in writing of the teachers who are participating in the activities described above.

B. Professional Advisory Council

A Professional Advisory Council (P.A.C.) shall be established by the District and the STA and shall be comprised of four (4) representatives designated by the STA and four (4) representatives designated by the Superintendent and one (1) chairperson designated by the Superintendent.

It shall be the purpose and function of the P.A.C. to advise the Superintendent regarding non-grievable matters relating to professional concerns.

Regular meetings of the P.A.C. shall be held quarterly during the school year outside regular school hours. The District agrees to be responsible for the reproduction of the minutes of each meeting.

The chairperson shall be responsible for developing the agenda of each meeting. Members may submit items to be considered for inclusion on the agenda. The P.A.C. shall determine rules of governance as it deems necessary and appropriate.

### ARTICLE XIII - EMPLOYMENT SECURITY

#### A. General

1. Nothing in this Article shall be construed as to prevent the District from eliminating any position vacated due to retirement, resignation, or natural attrition.
2. The District reserves the right to reassign teachers involuntarily within or between tenure areas to meet changing program needs, with the understanding that, if the option of reassignment to a different tenure area is exercised, the least senior teacher within the tenure area being reduced in number will be the first to be reassigned. Any teacher so reassigned will be required to complete the requirements for certification in the new assignment as quickly as possible, but in no case at a rate of fewer than six (6) semester hours per year.
3. In the event a school is to be closed, each teacher in that school will be notified in writing as soon as possible. Such notification shall include a list of possible transfer sites, the professional qualifications needed for each site, and a solicitation of preference.
4. In the event the position of a tenured teacher is abolished, that teacher shall have the opportunity to fill any vacant position for which he/she is certified. This option shall remain in effect for a period of one (1) year following his/her termination by the District. This provision shall be interpreted in accordance with the tenure and seniority rights of other teachers.
5. The opportunity to fill a vacancy shall be accepted or declined without delay. It shall be deemed declined if no answer is received within ten (10) days after a letter offering a vacancy which occurs during the summer is mailed to a teacher's address of record, with a copy to the Association's executive secretary at his/her home address.

#### B. Elementary Schools

No elementary teaching position may be eliminated until the District-wide pupil/teacher ratio for grades K-6<sup>th</sup> falls below 18.9. Such ratio shall be computed by dividing the number of enrolled K-6<sup>th</sup> pupils (including intermediate school 6<sup>th</sup> graders, but excluding special education students) by the number of full-time equivalent elementary teaching positions (excluding special education teachers) as of September 1<sup>st</sup>.

Elementary teaching position is here taken to mean K-6<sup>th</sup> classroom teachers assigned to elementary and middle school, elementary special area teachers (i.e., art, music, speech, reading, physical education, social workers, psychologists, librarians) but not administrative personnel.

Part-time elementary personnel shall be included as a pro-rata fraction of their full-time equivalent as elementary teachers in the above sense.

In the event the District-wide pupil/teacher ratio minimum is broken, the number of teaching positions eliminated shall not exceed the number necessary to bring the ratio above the minimum.

#### C. Secondary Schools

No secondary teaching position may be eliminated until the District-wide secondary student/teacher ratio falls below 17.3, such ratio to be computed by dividing the total September 1<sup>st</sup> student enrollment in the District's secondary schools (excluding special education students) by the number of full-time equivalent secondary positions excluding special education teachers.

Secondary teaching position is here taken to mean a teaching position in the secondary schools (grades 7<sup>th</sup>-12<sup>th</sup>) in the following areas: English, social studies, mathematics, science, foreign language, art, industrial arts, home economics, health, business, physical education, music, guidance, social work, speech, reading, librarians, driver education and psychologist.

Part-time secondary personnel shall be included as a pro-rata fraction of their full-time equivalent service as secondary teachers, this to include part-time administrative assistants and others who teach less than a regular load, but not teaching department chairpersons.

In the event that the District-wide secondary student/teacher ratio minimum is broken, the number of teaching positions eliminated shall not exceed the number necessary to bring the ratio above the minimum.

#### D. Tie-Breaking Procedures

Where teachers are to be excessed in a given tenure area and a group of teachers has the same seniority in that tenure area, the following sequence shall be used to break these ties:

1. Most continuous years of teaching service in the District.
2. Most continuous years of service in the District.
3. Earliest date of job acceptance.
4. Earliest formal offering of a position.
5. Most total years of service in the District with a break in service.
6. In order of appointment as listed on Board of Education Resolution.

### **ARTICLE XIV - PRIMACY OF CONTRACT**

Any existing Board policies or instructions that are in conflict with this Agreement shall be null and void.

## ARTICLE XV - SUBCONTRACTING

The District shall not increase its subcontracting of bargaining unit work without prior negotiations with the STA. Subcontracting, as used herein, shall mean the District's contracting with outside agencies to provide services performed by bargaining unit members.

## ARTICLE XVI - COVERAGE OF CLASSES

The District shall generally provide substitutes to cover the classes of absent teachers or department chairpersons. This shall not, however, preclude the District from providing alternative methods or programs for dealing with the students of absent teachers or department chairpersons which do not conflict with a specific provision in this Agreement. Notwithstanding the preceding, effective with the 2019-2020 school year, each full-time teacher and teaching assistant working more than a .5 FTE on the secondary level may be required to provide two class coverages per school year without additional compensation and each full-time teacher or teaching assistant working as a .5 FTE on the secondary level may be required to provide one class coverage per school year without additional compensation. There will be no directed coverages during the first or last week of any marking period or during the teacher's lunch period. There will not be more than one directed coverage in a work day and a directed coverage will not result in the teacher having four consecutive contact periods. A contact period, for purposes of this provision, will be defined as a class or duty. Any full-time teacher working a .5 FTE or more on the elementary level who volunteers to provide paid class coverages will provide the first two coverages per school year without additional compensation.

Alternative methods or programs include, but are not limited, to the following procedures, which may be employed only after efforts are made to contact substitute teachers:

1. Each secondary school building may establish a list of teachers who will volunteer to cover classes for which a substitute has not been secured. Volunteering for inclusion on this list does not mean that a teacher must volunteer on every occasion.
2. The District shall first utilize this list of volunteers in attempting to secure coverage for a class. If a class still remains uncovered, the District may assign a teacher to cover a class during his/her unassigned periods. This will in no way affect a teacher's lunch period entitlement.
3. Reasonable efforts shall be made to spread any involuntary assignments among the available staff. In no case may involuntary assignments exceed three (3) such assignments per school year.
4. Any teacher covering a class shall be compensated at the rate of 1/1000<sup>th</sup> of BA step 1 per class.

## ARTICLE XVII - LEAVES OF ABSENCE

### A. Sick Leave

Upon executing the application for sick leave pay, full-time employees shall be granted one (1) day of sick leave with full pay for each month of attendance during each year (thus ten (10) months – ten (10) days sick leave), and this sick leave may be accumulated from year to year.

Summer School teachers shall be entitled to one (1) day of sick leave with pay. It is understood that the past practice of the teacher arranging for coverage of his/her classes shall continue. However, the one (1) day of sick leave pay shall be guaranteed even if class coverage is not possible.

B. Leave for Extended Illness/Sick Leave Bank

1. As of September 1<sup>st</sup> of each year, the Board will match day for day up to two hundred (200) sick days contributed by teachers from their own accumulation to a fund of days available to teachers for leave for extended illness, such fund to be administered jointly by a designee of the Superintendent and a designee of the STA. Guidelines establishing specific procedures for sick bank utilization have been developed by the fund administrators, based on "2" and "3" below.

In June of each school year, upon the request of either party, the fund administrators shall establish a committee of equal representation no larger than three people from each side to discuss changes to the established procedures.

2. Any teacher shall be eligible to make application for additional leave for extended illness as soon as it becomes documented that he/she will be incapacitated for five (5) consecutive teacher working days after the exhaustion of his/her accumulated sick leave. This initial five (5) day period will be without compensation for all teachers who use the Bank.

3. If such request is granted the following two additional waiting periods apply:

- a. A three (3) day waiting period without compensation, based upon days contributed to the Sick Leave Bank, is established as follows:

- i) A teacher who has not contributed to the fund shall be assessed a three (3) day waiting period without compensation;
- ii) A teacher who has contributed one (1) day to the fund shall be assessed a two (2) day waiting period without compensation;
- iii) A teacher who has contributed two (2) days to the fund shall be assessed a one (1) day waiting period without compensation;
- iv) A teacher who has contributed more than two (2) days shall have no waiting period assessed under this section.

- b. There shall be an additional waiting period of up to twenty (20) days based upon the number of days a teacher has accumulated in his/her personal Sick Leave Account. This additional twenty (20) day waiting period shall be reduced by the number of days that the teacher has in his/her accumulated sick leave account at the conclusion of the prior school year. For example, a teacher who has seven (7) days accumulated in the prior year would have the twenty (20) day waiting period reduced to thirteen (13) days--  $[20 - 7 = 13]$ .

C. Leave Without Pay

1. Teachers shall be entitled to a leave of absence for "good cause shown" without pay or other benefits, except that teachers may, at their own cost and expense, continue as enrolled members of the group benefit plans. Such leaves may be for a period not to exceed two and one-half (2½) years and shall

end at the beginning of a school year. With the Board's approval, such leaves may exceed two and one-half (2½) years and/or end at a time other than the beginning of the school year.

2. Teachers having seven (7) or more years of service in the District shall be granted leaves of absence for "no cause shown" upon request, in the order of receipt of said request. Such leaves shall be limited to ten (10) in any given year. Requests for "no cause shown" leaves must be submitted no earlier than April 1<sup>st</sup> nor later than April 15<sup>th</sup> of each school year. Such leave shall be for one (1) year and may be reapplied for only one (1) additional year.
3. Such leaves (1. and 2. above) shall commence insofar as possible at the elementary level at either the end of the school year or the beginning of a recess period of not fewer than five (5) school days and at the secondary level at the end of the school year or the end of a semester. Such leaves shall terminate at the beginning of a school year or earlier if mutually agreeable to the teacher and the District.
4. No combination of leaves (1. and 2.) above shall exceed four (4) continuous years without the Board of Education's approval unless, in the case of pregnancy or adoption, a child is less than six (6) months of age at the time the additional leave would commence.
5. Requests for leaves commencing at the beginning of a new school year must be received by the District, in writing, on or before the last business day the preceding May, unless circumstances prevent timely notification.
6. Requests for extensions of leaves commencing at the beginning of a new school year must be received by the District, in writing, on or before the last business day the preceding April.

#### D. Leave for Personal Business

1. An employee is eligible for personal leave for important personal business which cannot be transacted outside of regular school hours. The employee need indicate on the application to the building principal the category of personal business to be engaged in but need not spell out the specific reason unless an appropriate category is not listed below. As much advance notice shall be given as circumstances allow. The employee warrants that the reason indicated or spelled out is a true representation of the situation. Efforts to determine the validity of the reason indicated on the application are not precluded by this policy although it is not intended that they shall be regularly invoked. Applications will be forwarded by the building principal to the Superintendent or his designee for authorization. Personal leave is not intended to be used for events whose scheduling is within the discretion of applicants, such as the teacher's own wedding, honeymoon, and wedding preparation.
2. Categories and Examples

**Cancer Screening:** As per section 159-b of Civil Service Law, employees are entitled to up to 4 hours of leave annually for breast or prostate cancer screenings.

\*This time must not exceed four (4) hours including travel time. If leave time exceeds four (4) hours, personal time will be charged.

This cancer screening leave is limited to:

**Personal Emergency** (Pre-approval is not required): serious illness in the immediate family, home emergency, traffic accident, impassible roads (hazardous conditions and more than a two-hour delay). An emergency typically is a one or two day sudden and unexpected event but may last for up to five days of paid personal leave per school year per event, illness or injury. If an emergency lasts longer than two days, the unit member may be required to provide documentation supporting the request for additional leave. Additional paid personal days may be requested by the employee and granted at the discretion of the Superintendent or his/her designee.

**Commercial Business Transaction**: closing on a house, bank transaction

**Legal Issues**: court appearance, adoption proceeding, meeting with an attorney, tax audit

**Family Obligation**: wedding other than your own, graduation, college orientation/visitation, transporting son/daughter to and from college

*Day(s) of approved personal leave in this category (Family Obligation) will be limited to the day(s) of the actual event(s) and travel to and from the event only when, because of time, event, and location, transportation cannot occur outside of the workday.*

**Religious Observance**: observance must be required during the actual workday

**Personal or Family Health Service**: medical appointment that cannot be arranged during non-school hours. If appointment can be made during the early morning or late afternoon, teachers must apply for an AM or PM half-day use of personal leave.

**Birth of child by employee's spouse or partner, or adoption of child by employee**: labor, birth, doctor visits and consultations, return home with child.

*(NOTE: Five paid personal days will be approved for this category upon the birth or adoption. Additional paid personal days may be requested by the employee and granted at the discretion of the Superintendent or his/her designee.)*

**Sensitive Personal Matter**: divorce proceeding, committing a family member to an institution

**Funeral**: paying respects to a person outside of your immediate family to fulfill a moral obligation

*(NOTE: Death in immediate family (wife, husband, mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, foster parent, grandparent, grandchild, in-law) will not be counted as personal leave.)*

**Military Obligation/Activity**: physical for service, participation in a required service connected program or exercise

**Other:** any request that does not fit in one of the above-stated categories and, therefore, requires a specific explanation of the need for your request

For Summer School teachers, the categories are modified as follows:

Personal Emergency - serious illness in family, home emergency, traffic accident.

Legal Obligation - court appearance or any occasion in which individual is summoned or subpoenaed.

Military Obligation - physical for service.

Death in Immediate Family - See "E" below.

E. Bereavement Leave

Upon the death of a member of the family (wife, husband, mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, foster parent, grandparent, grandchild, in-law), up to five (5) days leave, not affecting sick leave, will be granted upon verbal notification subject to written confirmation upon return.

F. Jury Duty

When an employee is required to serve as a juror or is subpoenaed as a witness, he/she shall be granted a leave providing that any per diem rate paid for attendance shall subsequently be deducted from his/her pay. The deduction shall be made in a pay period following the court payment. This leave shall not affect any other leave benefits.

G. Organizational Leave

Teachers shall be granted leave of absence without pay not exceeding two (2) years, with one extension not exceeding two (2) years guaranteed, to serve in state or national educational organizations.

H. Worker's Compensation

If a teacher's worker's compensation claim is based on an injury sustained while intervening directly with a student(s), and the claim has been adjudicated to be proper by the worker's compensation procedure, said teacher shall not have her/his sick leave account diminished for the days utilized during this injury. It is the teacher's responsibility to file the appropriate papers with worker's compensation in a timely fashion.

I. Other Leave

Leave not provided for above may be granted only upon special resolution of the Board of Education.

NOTE: In connection with all leaves, it shall be the duty of the Superintendent to determine such facts as support the request for leave.

## ARTICLE XVIII - STAFF DEVELOPMENT FUNDING

### A. Professional Development Fund

The District shall appropriate \$100,000 for a Professional Development Fund to be used by teachers to attend educational and professional conferences, workshops and seminars.

Use of this fund shall be limited to a maximum of three (3) teaching days per teaching year (September - June) per teacher, and in those instances for which a third day is used, the cost of the substitute for that day will be an expense charged to the fund.

Whether or not fund monies are used, no teacher shall exceed a total of three (3) conference days per teaching year (September - June).

Teachers who have been absent for more than seven (7) days under Article XVII, A., B., and/or D. in each of the two (2) years immediately preceding the deadline for filing applications shall be ineligible to use the Professional Development Fund to attend conferences, workshops and seminars on days school is in session. Teachers in this category may, however, use the Professional Development Fund to attend such meetings on days school is not in session.

The Professional Development Fund will also be used to fund teacher initiated workshops as described in the Professional Development Guidelines booklet.

### B. Local Conference Fund

The District shall provide \$30,000 annually for job related day conferences to be utilized by teachers upon application to and approval by the Superintendent of Schools or his/her designee.

## ARTICLE XIX - INSURANCE COVERAGE

### A. General

It is not the intention of this Agreement to duplicate coverage which a spouse has acquired from other employment. A teacher who accepts coverage under the plans offered warrants that he or she is not duplicating coverage purchased by another employer.

### B. Health Insurance

1. The District shall pay 81.5% of the annual cost of the premiums for the Health Insurance plan for all eligible unit members.
2. Teachers enrolled in any HMO health plan shall pay the excess cost, if any, between the premiums (individual or family as applicable) for such HMO plan and the highest of the other plans offered under the District's plan. The only HMO's available to employees shall be those currently offered by the District.
3. Any teacher may waive the right to be covered by health insurance and relieve the District of any obligation for paying premiums on the teacher's behalf. A teacher who so waives the right to be

covered will receive \$1,000 of the premium of his/her policy in effect at the time of the waiver, payable in December. Such waivers may be renewed annually upon proper written application submitted by the teacher no later than June 30<sup>th</sup>. If, for any reason, a person must rejoin the health plan during the school year, that individual may apply to do so and will not receive any payment for any portion of the premiums.

4. The District may, if it desires, replace the health insurance coverage provided under the Suffolk School Employees Health Plan with a different plan, provided such new plan provides health insurance coverage substantially equal to the coverage of the Suffolk School Employees Health Plan at the time of the change. At least three (3) months prior to such change, the District shall meet with a committee of the STA to consult regarding the contemplated change.

C. Dental Insurance

The District shall pay 100% of the cost of the premiums for a dental plan which provides benefits equal to or greater than the dental plan in effect with Prudential in 1988.

D. Flexible Benefits Plan

The District shall provide teachers with a Flexible Benefits Plan.

E. Damage to Vehicles:

The Smithtown School District shall reimburse a member of the STA bargaining unit for the repair of their personal vehicle, where damage is determined to have been caused by vandalism to the vehicle while in high school parking areas. Such damage shall be reported directly to the building principal utilizing a claim form developed by the District for this purpose. Claims must be filed within twenty-four (24) hours of occurrence, exclusive of Saturdays, Sundays, or holidays and must be accompanied by a police report, which was obtained before removing the vehicle from school property. Determination of the amount of damage will be in accordance with standard insurance practices for the settlement of such claims. The District's reimbursement for such damage will be limited to the amount of the teachers' personal automobile insurance deductible or \$750, whichever is less. The District's total liability for all claims by bargaining unit members shall be limited to \$10,000 during any given school year.

## ARTICLE XX - COMPENSATION

A. Teacher and Teacher Assistant Salary Schedule and By-Laws

Teachers shall be paid in accordance with the salary schedules attached as Appendices "B-1" through "B-5.4." Teacher Assistants shall be paid in accordance with the salary schedules attached as Appendices "B-6" through "B-14." By-Laws applying to the teachers' salary schedule shall be adhered to, and these appear as Appendix "C."

B. Teacher and Teacher Assistant Salary Disbursements

Teachers may choose to be paid in accordance with either the ten (10) month or twelve (12) month plan as presented in the Appendices.

C. Extra Pay for Extra Work

1. Co-Curricular Activities-- During the first year of this agreement a committee will be convened comprised of an equal number of District and STA representatives to review this section of the contract in an attempt to revise the current method of funding clubs.

a. Remuneration for Co-Curricular Activities

The approved list of co-curricular activities and categories will be updated each year by the Appeals Committee. All approved activities will be fully funded. Any person continuing in the same activity will be saved harmless for any loss of pay.

STIPENDS FOR CO-CURRICULAR ACTIVITIES  
(in percents)

X.	.1 - .7	A.	3.3
I.	.8	B.	4.4
II	1.6	C.	8.8
III.	2.4	D.	10.4
IV.	3.2	E.	11.4
V.	4.2		

Stipends are based on the previous year's Teachers' Salary Schedule and are expressed as a percentage of the previous year's Step 2-A.

CATEGORIES

- X. Occasional meetings. Building Committee to approve rate in the range of .1 to .7.
- I. Regular meetings averaging twice per month.
- II. Regular meetings averaging one per week.
- III. Regular meetings averaging more than one per week.
- IV. Regular meetings averaging more than one per week plus additional activities.
- V. Regular meetings throughout the school year and frequently scheduled activities.
- A-E. Activities with increasing levels of responsibilities.

Meetings shall be of at least one (1) hour duration.

A request for a change in category or the creation of a new club or activity must be submitted to the Building Committee which, if it approves, will submit the request to the Appeals Committee. Teachers wishing to form a new club or to change the status of an existing club are encouraged to apply to the Building Committee at any time.

THE APPEALS COMMITTEE

The Appeals Committee shall consist of the Assistant Superintendent or his/her designee and one elementary, one intermediate, and one high school building committee member selected jointly by the STA and the Assistant Superintendent in consultation with the appropriate principals' councils.

All decisions shall be made in accordance with District Policy and SUP governing such Co-Curricular Activities.

If there are funds available, the Appeals Committee may reallocate these District-wide funds for a new club or a change in category at the beginning of each semester.

If no funding is available and the Appeals Committee approves the change or addition, the Assistant Superintendent, may if he/she believes it is appropriate, seek a transfer of funds for the year of the activity. He/she may also, if he/she believes it is appropriate, seek to increase succeeding budgetary allocations to provide for such activity.

The approved list will be reevaluated by March 1st of each year by the Appeals Committee. A copy of the entire approved list will be available in the STA office and the Assistant Superintendent's office. Each building will receive a copy of its respective list.

## THE BUILDING COMMITTEE

The Building Committee shall consist of the building principal or his/her designee and three (3) faculty members chosen by the building faculty. The responsibility of the Building Committee is to:

1. Approve rates for Category "X"
2. Review each application for correct stipends
3. Oversee the co-curricular schedule and process requests for appeals in a timely fashion.

### b. Major Theater Productions

The District may provide a separate fund for the high school and freshman campus to be used to pay salaries for major theater productions. The fund shall be managed by a committee consisting of the building principals and/or his/her designee, one member of the music department, one member of the English department, and one member of the staff at large from each building. This committee shall determine how the funds shall be spent. If provided, the amount of the fund shall be \$13,873 (10<sup>th</sup>-12<sup>th</sup> grade) and \$3,165 (9<sup>th</sup> grade) for 2015-2016, \$13,977 (10<sup>th</sup>-12<sup>th</sup> grade) and \$3,189 (9<sup>th</sup> grade) for 2016-2017, \$14,082 (10<sup>th</sup>-12<sup>th</sup> grade) and \$3,213 (9<sup>th</sup> grade) for 2017-2018, \$14,152 (10<sup>th</sup>-12<sup>th</sup> grade) and \$3,229 (9<sup>th</sup> grade) for 2018-2019, \$14,223 (10<sup>th</sup>-12<sup>th</sup> grade) and \$3,245 (9<sup>th</sup> grade) for 2019-2020, \$14,330 (10<sup>th</sup>-12<sup>th</sup> grade) and \$3,269 (9<sup>th</sup> grade) for 2020-21, \$14,509 (10<sup>th</sup>-12<sup>th</sup> grade) and \$3,310 (9<sup>th</sup> grade) for 2021-22, \$14,690 (10<sup>th</sup>-12<sup>th</sup> grade) and \$3,351 (9<sup>th</sup> grade) for 2022-23, and \$14,874 (10<sup>th</sup>-12<sup>th</sup> grade) and \$3,393 (9<sup>th</sup> grade) for 2023-24.

### c. Other Theater Productions

The District may provide an additional separate fund of \$11,000 for the purpose of other major theater productions. This fund shall be managed by the District Appeals Committee.

2. Interscholastic Activities

a. Coaching Positions

A coach, from within the bargaining unit, who has satisfactorily performed his/her duties as a coach shall be recommended for reappointment to his/her coaching position for the following season if he/she properly applies for such position during the defined application period. Coaching positions held by individuals from outside the bargaining unit shall be deemed vacant at the end of the season.

When a coaching position becomes vacant, the District shall fill such position with a member of the bargaining unit unless there is an applicant from outside the bargaining unit whose qualifications are substantially greater than the applicant within the bargaining unit. Such determination is to be made jointly by the Superintendent and his/her designee.

Each year when there are vacant coaching positions, applicants shall be sought for all such vacant positions, and after administrative review, applicants shall be notified as soon as practicable whether or not they shall be recommended for appointment.

After four (4) continuous years of satisfactorily coaching the same sport at the same level, a coach, who is also a member of the bargaining unit, shall only be removed upon the decision of a panel made up of the Superintendent or designee, STA President or designee, and a third party selected by the first two.

The decision of this panel shall not be subject to further appeal.

In the event that a coach is dismissed during the season for which he/she was hired, he/she shall be paid on a pro rata basis up to his/her last day of employment.

b. Remuneration for Interscholastic Athletic Activities

Interscholastic athletic activities conducted in accordance with current policies and provisions of the Standard Uniform Practices Manual shall be reimbursed on the basis of the following schedule of stipends applying to the respective activities listed:

STIPENDS FOR INTERSCHOLASTIC ATHLETICS

Amounts as % of BA step 2 of Teachers' Salary Schedule.  
(see Appendix E for Stipends calculated)

<u>SCHEDULE</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
A	.1520	.1610	.1700
B	.1318	.1408	.1498
C	.1103	.1193	.1283
D	.0960	.1050	.1140
E	.0900	.0990	.1080
F	.0755	.0845	.0935
G	.0663	.0753	.0843

If season length is changed (lengthened or shortened) by Section XI Athletic Council, stipends shall be adjusted.

Extended season - Varsity Level - Sanctioned Season Play

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Each additional day of practice	\$33.00
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Each additional contest day	\$43.00
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In those sports in which an entire team participates in post season contests, assistant or J.V. coaches will be retained to work through such contests.

Should the application of the percentage to the base salary produce a smaller rate of pay for a teacher than he or she is currently receiving, the stipend will not be lowered.

Coaches coming from outside the District may be granted one (1) year of experience for each year of experience in New York State Public Schools outside the District.

Effective July 1, 2019:

<b>VARSITY</b>		<b>JUNIOR VARSITY CONT.</b>	
Badminton	C	Kickline-fall	E
Badminton Asst.	D	Kickline-winter	D
Baseball	A	Lacrosse	C
Baseball Asst.	B	Lacrosse Asst.	D
Basketball	A	Soccer	C
Basketball Asst.	B	Softball	B
Bowling	D	Tennis (Boys)	C
Cheerleaders—fall	D	Tennis (Girls)	D
Cheerleaders—winter	C	Volleyball	B
Cheerleaders Asst. -winter	D	Wrestling	B
Cross Country	B		
Cross Country Asst.	C	<b>JUNIOR VARSITY 2</b>	
Field Hockey	B	Baseball	C
Field Hockey Asst.	C	Basketball	C
Football	A	Football Head	C
Football Asst.	B	Football Asst.	D
Golf	D	Lacrosse	C
Gymnastics	B	Soccer	C
Gymnastics Asst.	C	Softball	B
Kickline-fall	D	Volleyball	B
Kickline-winter	C	Wrestling	C
Lacrosse	B		
Lacrosse Asst.	C	<b>JUNIOR HIGH/MIDDLE SCHOOL</b>	
Soccer	B	Baseball	D
Soccer Asst.	C	Basketball	D
Softball	A	Cheerleaders	F
Softball Asst.	B	Cross Country	F
Swimming	B	Cross Country Asst.	G
Swimming Asst.	C	Field Hockey	D
Tennis -spring	B	Football Head	D
Tennis -fall	C	Football Asst.	E
Track		Gymnastics	E
Spring Track	B	Gymnastics Asst.	F
Spring Track Asst.	C	Kickline	F
Winter Track	B	Lacrosse	D
Winter Track Asst.	C	Lacrosse Asst.	E
Volleyball	A	Soccer	E
Volleyball Asst.	B	Softball	D
Wrestling	A	Tennis (Boys)	E
Wrestling Asst.	B	Tennis (Girls)	E
		Track	E
<b>JUNIOR VARSITY</b>		Track Asst.	F
Baseball	B	Volleyball	E
Basketball	B	Wrestling	D
Cheerleading-fall	D		
Cheerleading-winter	E		
Field Hockey	C		
Football Head	B		
Football Asst.	C		
Golf	E		

Coaching level movement: should a coach change from junior high school coaching to junior varsity coaching, from junior varsity coaching to varsity coaching, from junior high school coaching to varsity coaching, from assistant varsity to head varsity coaching, or the reverse of these situations, he/she will be given full stipend

All new coaching position stipends shall be negotiated with the Association.

All coaches will be placed in the coaches' salary schedule in the following manner:

1st - 3rd year	Step 1
4th & 5th year	Step 2
6th year and beyond	Step 3

In the event there is a change in the number or length of coaching seasons during this contract, stipends for interscholastic athletics shall be adjusted accordingly.

c. Cheerleading and Kickline:

1. The coaches of the varsity and junior varsity cheerleading and kickline interscholastic teams shall be paid for two seasons for their coaching of these teams during the school year.
2. The fall season shall consist of the hours of service provided during the months of June and August through the first two weeks of November.
3. The winter season shall consist of the hours of service provided during the months of November (starting from the Monday prior to Thanksgiving) through February.
4. Coaches must apply separately for each of the above-defined seasons if the District so chooses to post these jobs as separate seasons.
5. If any cheerleading or kickline team is required to extend their season in order to perform during post-season play, the effected coaches shall be compensated at the contractual rate for extended season play.
6. Compensation levels for varsity and junior varsity cheerleading and kickline coaches are listed under the "Stipends for Interscholastic Athletics" section of this Article.

D. Home Teaching, Home Small Group Instruction, Coordinator of College SAT and PSAT Testing, and Evening Guidance Counseling

1. Home teaching and evening guidance counseling shall be compensated at the rate of \$49.38 per hour of service for 2015-16, \$49.75 per hour of service for 2016-2017, \$50.12 per hour of service for 2017-2018, \$50.37 per hour of service for 2018-2019, \$50.62 per hour of service for 2019-2020, \$51.00 for 2020-21, \$51.64 for 2021-22, \$52.29 for 2022-23, and \$52.94 for 2023-24.
2. Coordinator of College SAT and PSAT Testing-- This position shall be duly posted as per Article IX- Vacancies. At the rate of student participation as of the 2005-06 school year, the District shall agree to employ two (2) coordinators in order to assure the ability of the two (2) coordinators to complete all associated tasks.

a. Coordinator Responsibilities:

- (i) Completion of all organizational and procedural responsibilities and requirements prior to each testing date.
- (ii) Communicate, as needed, with the SAT organization, with personnel hired to proctor the exam, and with students taking the exam in order to assure the proper administration of the tests.
- (iii) Being physically present to supervise each test to a maximum of three (3) Saturday SAT exams and one (1) Saturday PSAT exam.
- (iv) All SAT and PSAT exams are to be scheduled during the ten month school year.
- (v) Completion of all organizational and procedural responsibilities and requirements after the actual testing date.
- (vi) This position may require the assignment of additional responsibilities that occur at times other than the selected Saturday test dates regarding the testing of special education students and section 504 requirements. Any additional testing of this nature shall occur within the normal school day and is not exclusively a job assignment of this position.

Each coordinator hired by the District shall be compensated as follows:

- (i) Each coordinator shall be compensated at a rate of pay equal to 3.2% of the previous year's BA step 2 salary, as per the teachers' salary schedule. This stipend shall be in addition to any stipend paid to the coordinator by the SAT organization.
- (ii) Payment shall be made in two (2) equal amounts included in the last paycheck of January and June of each school year.

3. Home Small Group Instruction:

- a. Under certain circumstances where students would ordinarily receive at-home, individualized instruction, the District may arrange for said students to receive their instruction at school in small groups. Such circumstance shall be limited to:
  - (i) a student has been suspended from school, or
  - (ii) a student is either ill or injured, and therefore unable to attend regular classes, but is sufficiently ambulatory to travel to school.
- b. In all cases where the District chooses to arrange for such small group instruction on school grounds in lieu of the traditional individualized, at-home instruction, the small group instruction shall be subject to the following terms and conditions:

- (i) All such instruction will take place at an appropriate setting on school grounds within the District.
  - (ii) Students shall be grouped according to their subject. Teachers shall not be responsible for instructing students of different subjects within the same group.
  - (iii) The maximum number of students who may be assigned to any one group under this arrangement shall be eight (8) students.
  - (iv) When the number of students assigned to a group is six (6) or more, the teacher of that group may request that an aide be assigned to assist.
  - (v) When the maximum permissible number (8) of students are assigned to a group, an aide shall be assigned to assist the teacher of that group. If an aide is unavailable, consideration shall be given to splitting the class.
- c. Consistent with the practices of the parties and the terms of the CBA, all Home Teaching Assignments, including those of a small group instruction nature as provided for herein, shall be voluntary, subject to annual appointment, and advertised appropriately.
- d. Qualified teachers within the bargaining unit who volunteer for the herein described small group instruction positions shall be assigned such positions. In cases where more than one qualified teacher within the bargaining unit volunteers, the most senior shall be given priority consideration.
- e. If no qualified teacher within the bargaining unit applies for a position, then the District may either hire someone from outside the bargaining unit or outsource the student(s) to an agency. The use of any person or entity outside of the bargaining unit shall not, however establish any precedent, nor establish any practice, nor constitute a waiver of any rights of the Association, including but not limited to the retention of such bargaining unit work on an exclusive basis.
- f. Stipends for the herein-described small group instruction shall be as follows:
- (i) For groups of between two (2) and four (4) students, teachers shall be paid \$66.67 per hour of service for the 2015-16 school year, \$67.17 per hour of service for the 2016-2017 school year, \$67.67 per hour of service for the 2017-2018 school year, \$68.01 per hour of service for the 2018-2019 school year, \$68.35 per hour of service for the 2019-2020 school year, \$68.86 for 2020-21, \$69.72 for 2021-22, \$70.59 for 2022-23, and \$71.47 for 2023-24.
  - (ii) For groups of five (5) or more students, teachers shall be paid \$83.95 per hour of service for the 2015-16 school year, \$84.58 per hour of service for the 2016-2017 school year, \$85.21 per hour of service for the 2017-2018 school year, \$85.64 per hour of service for the 2018-2019 school year, \$86.07 per hour of service for the 2019-2020 school year, \$86.72 for 2020-21, \$87.80 for 2021-22, \$88.90 for 2022-23, and \$90.01 for 2023-24.

E. Workshops

1. Workshops shall be compensated at the rate of \$35.80 per hour for 2015-16, \$36.07 per hour for 2016-17, \$36.34 per hour for 2017-18, \$36.52 per hour for 2018-19, \$36.70 per hour for 2019-20, \$36.98 for 2020-21, \$37.44 for 2021-22, \$37.91 for 2022-23, and \$38.38 for 2023-24.
2. Workshops of different durations shall be compensated on a pro rata basis.
3. Workshop Facilitators—One additional hour at the current workshop rate for each four (4) hours of work.
4. Staff Development Instructors—Twice the current contractual workshop rate.

F. Summer School

Summer teaching shall be compensated at the rate of \$66.66 per hour for 2015-16, \$67.16 per hour for 2016-17, \$67.66 per hour for 2017-18, \$68.00 per hour for 2018-19, \$68.34 per hour for 2019-20, \$68.85 for 2020-21, \$69.71 for 2021-22, \$70.58 for 2022-23, and \$71.46 for 2023-24. Compensation for sessions of other durations shall be paid on a pro rata basis.

G. Marching Band Director(s) and Parade Director(s)

It is understood that the following positions are voluntary and shall be appointed annually.

1. High School Marching Band Director:

The position of High School Marching Band Director shall carry with it the following responsibilities:

- a. Coordinate four (4) parade events at the high school level in the Town of Smithtown during the school year.
- b. Shall order any required buses, arrange for any required building use and/or custodial help, and transport any necessary percussion instruments to the four (4) parade events for the high school participants.
- c. Shall hold up to two (2) after-school rehearsals, as deemed necessary by the period Director and/or the Parade Directors at the high school level.
- d. Shall help supervise the high school band during the parade event.
- e. Shall confirm all arrangements.

The stipend for providing the above services shall \$2,994 in 2015-16, \$3,016 in 2016-17, \$3,039 in 2017-18, \$3,054 in 2018-19, \$3,069 in 2019-20, \$3,092 for 2020-21, \$3,131 for 2021-22, \$3,170 for 2022-23, and \$3,210 for 2023-24. Compensation for any additional parade event beyond the four (4) stipulated above shall be compensated at the same rate of pay as the Parade Directors listed below.

2. Parade Directors (Elementary through High School):

The position of Parade Director shall carry with it the following responsibilities:

- a. Each Parade Director shall be responsible to prepare his/her band during the school day to march in one (1) of the Town of Smithtown's parade events.
- b. Each Parade Director shall hold up to two (2) after-school rehearsals, as deemed necessary by the Marching Band Director and/or the Parade Director.
- c. Each Parade Director shall supervise his/her band during the parade event.

The stipend for providing the above services shall be \$532 per parade event for the 2015-16 school year, \$536 per parade event for the 2016-17 school year, \$540 per parade event for the 2017-18 school year, \$543 per parade event for the 2018-19 school year, \$546 per parade event for the 2019-20 school year, \$550 for 2020-21, \$557 for 2021-22, \$564 for 2022-23, and \$571 for 2023-24. Attendance at additional parade events shall be compensated at the same rate of pay:

H. Driver Education Instructors

Driver Education Instructors shall be appointed annually and shall be compensated at the rate of \$61.72 per class hour for 2015-16, \$62.18 per class hour for 2016-17, \$62.65 per class hour for 2017-18, \$62.96 per class hour for 2018-19, \$63.27 per class hour for 2019-20, \$63.74 for 2020-21, \$64.54 for 2021-22, \$65.35 for 2022-23, and \$66.17 for 2023-24.

I. Lead Teachers/Instructional Specialists

Lead Teachers/Instructional Specialists shall be appointed annually and shall receive an annual stipend of \$5,517 for the 2015-16 school year, \$5,558 for the 2016-17 school year, \$5,600 for the 2017-18 school year, \$5,628 for the 2018-19 school year, \$5,656 for the 2019-20 school year, \$5,698 for the 2020-21 school year, \$5,769 for the 2021-22 school year, \$5,841 for the 2022-23 school year, and \$5,914 for the 2023-24 school year. The duties and responsibilities of individuals filling such positions shall be determined annually by the administration and shall be presented to staff prior to the annual receipt of applications for such positions.

J. Assistant Athletic Director 9-12/Assistants to the Coordinator of Physical Education and Athletics 6-8

Assistant Athletic Director 9-12/Assistants to the Coordinator of Physical Education and Athletics 6-8 shall be appointed annually. The duties and responsibilities of individuals filling such positions shall be determined annually by the administration and shall be presented to staff prior to the annual receipt of applications for such positions.

The annual stipend for the position shall be the same as Lead Teachers/Instructional Specialists (Art. XX-D).

K. Before/After School Supervisor(s)

After School Supervisor(s) shall be appointed annually at the secondary school level and shall be compensated at a pro rata basis of \$20.99 for 2015-16, \$21.15 for 2016-17, \$21.31 for 2017-18, \$21.42 for 2018-19, \$21.53 for 2019-20, \$21.69 for 2020-21, \$21.96 for 2021-22, \$22.23 for 2022-23, and \$22.51 for 2023-24. Such individuals shall monitor the school from 2:30 P.M. until the departure of the late buses or as instructed.

Before School Supervisor(s) shall be appointed annually and shall be compensated at a pro rata basis of \$20.99 for 2015-16, \$21.15 for 2016-17, \$21.31 for 2017-18, \$21.42 for 2018-19, \$21.53 for 2019-20, \$21.69 for 2020-21, \$21.96 for 2021-22, \$22.23 for 2022-23, and \$22.51 for 2023-24.

L. Terminal Salary Incentive

Upon presentation and acceptance by the Board of Education of a teacher's notice of retirement and resignation prior to February 15<sup>th</sup> of the teacher's last school year, the District will pay a teacher for one-half of his/her accumulated sick leave days diminished by all personal leave days taken that exceeds an average of one (1) per school year of service. Terminal Incentive shall be paid at the rate of 1/200<sup>th</sup> per diem of his/her 100% contract salary as listed on the STA salary schedule during his/her last full year of employment. Teachers who accept assignments over 100% shall not have terminal incentive paid above the 100% salary schedule amount.

For teachers who first joined the District as probationary teachers on or after 7/1/94, the District's payment of Terminal Salary Incentive shall be limited to a maximum of eighty (80) days. Teachers who, after originally receiving a probationary appointment and who have a break in service from the District for reasons other than:

1. An approved leave of absence, without pay;
2. An excessed teacher who is entitled to recall under NYS Education Law Section 2510;
3. Reassignment of teachers under Article XIII - Employment Security, Section A., paragraphs 2 or 4;

and who rejoin the District with a new probationary appointment on or after 7/1/94, shall be subject to the same limitations in terminal salary payments.

The diminution for personal leave referred to above will be determined as the excess of personal leave days taken above an average of one (1) per school year.

1. This incentive will be paid in the following manner:
  - a. If a teacher provides notice on or before November 15<sup>th</sup> of a teacher's last school year, 50% of the amount due will be deposited into an appropriate 403(b) program as a non-elective employer contribution prior to December 31<sup>st</sup> of that calendar year, subject to the provisions contained herein. The remaining 50% will be deposited into an appropriate 403(b) program as a non-elective employer contribution within two (2) weeks of the teacher's last day of employment, subject to the provisions contained herein.

- b. If such notice is received between November 16th and February 15th of a teacher's last school year, 100% of the amount will be deposited into an appropriate 403(b) program as a non-elective employer contribution within two (2) weeks of the teacher's last day of employment, subject to the provisions contained herein.
2. 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.
3. Contribution Limitation: 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 Internal Revenue Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) accounts, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Internal Revenue 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, 1971, 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 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 the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Internal Revenue 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.
4. 403(b) Accounts: Upon the District's request, and upon receipt from the District of information detailing both the amount of each eligible employee's 403(b) elective contribution and includible compensation, ING will assist the Employer in providing the calculation of the amount of the Employer Non-elective Contribution herein for each such employee in order that the Contribution Limits under Section 415(c) of the Internal Revenue Code are not exceeded

Employer contributions shall be deposited into the ING 403(b) account of each employee who is eligible to receive the Non-elective Employer Contribution. If the employee does not already have an ING 403(b) account, the employee shall promptly cooperate in the establishment of such an ING 403(b) account. Once an ING 403(b) account is established for such employee, the District shall promptly deposit the Employer's Non-elective Contribution into that account in the name of the employee.

5. 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.
6. This agreement shall be subject to Internal Revenue Service 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 District shall promptly meet and alter those positions in order to provide the same or similar benefit(s) which conform, as closest possible, to the original intent of the parties.
7. Both the Employer and Employees are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non- elective Contributions and the amount of the participant's Includible Compensation.
8. If such notice is received after February 15<sup>th</sup> of a teacher's last school year, the Board of Education, at its sole discretion, may grant such Terminal Salary Incentive.
9. Terminal Salary Incentive shall be payable as a death benefit or as a permanent disability benefit. Permanent disability shall be deemed to exist if the teacher is declared eligible for a permanent disability benefit under the N.Y.S. Teachers Retirement System or under Federal Social Security.

#### M. Health in Retirement

1. Upon presentation and acceptance by the Board of Education of a teacher's notice of retirement and resignation, the District shall pay the following amounts of his/her annual cost of the premiums for the District's health insurance plan, provided the teacher has completed five years of service in the District.
2. The rates are as follows:
  - a. 74% of Individual coverage
  - b. 59% of Family coverage

#### N. Retirement Incentive.

Effective July 1, 2019:

1. Eligibility: An "Eligible Employee" is a full-time teacher or teaching assistant to whom this voluntary Retirement Incentive is being offered and who fully complies with all of the terms and conditions set forth below:

- (i) The Eligible Employee must be employed by the District as of the date of the Employee's submission of an irrevocable letter of resignation for retirement purposes pursuant to this Section;
- (ii) The Eligible Employee must resign for the purposes of retirement from the District and actually retire into the New York State Teachers' Retirement System (NYSTRS):

(a) in the first school year in which the Eligible Employee is either:

(1) 55 years of age and eligible to obtain pension benefits from the N.Y.S. Teachers' Retirement System; or

(2) first eligible to obtain undiminished pension benefits from the NYSTRS according to applicable law, rules and regulations. For purposes of this Section, undiminished pension benefits means (i) without reduction to the pension factor based on age according to applicable NYSTRS law, rules and regulations (e.g., for Tiers 2, 3 and 4 when the unit member is 62 years old and has vested in the NYSTRS (has met the five years of service required to vest in the NYSTRS) or when the unit member is at least 55 but younger than 62 and has 30 years of service)) and (ii) without a service-related reduction to the pension factor for a Tier 1 or 2 member (e.g., Tier 1 members must have 20 years of service credit);

or

(b) during the 2019-2020 school year if the Eligible Employee (1) is 55 or older and eligible to obtain pension benefits from the NYSTRS; or (2) was eligible to obtain undiminished pension benefits from the NYSTRS prior to the 2019-2020 school year (e.g., 55 or older but before age 62 with 30 years of service, or 62 or older and vested in the NYSTRS (has met the 5 years of service required to vest in the NYSTRS), according to applicable law, rules and regulations.

Notwithstanding the above, in no event may the effective date of resignation for retirement purposes be earlier than January 1, 2020 and it may not be later than June 30, 2024.

- (iii) The Eligible Employee must submit to the Superintendent of Schools, by no later than December 31 of the school year during which the Eligible Employee will retire pursuant to (ii) above effective on June 30<sup>th</sup> of the school year, or six months in advance of the Eligible Employee's effective date of retirement if that date will be other than June 30, the attached Appendix F unaltered (except for insertion of the employee's name and signature, the date of signature, and effective date of retirement) irrevocable letter of resignation for retirement purposes.
- (iv) At the time of submitting the unaltered letter of resignation referenced in (iii) above, the Eligible Employee must also execute and submit the unaltered Waiver and General Release of Claims form (except for insertion of the employee's name and signature, the date of signature, and effective date of retirement), in the form attached as Appendix F, except that

relevant dates and the numbers and ages of employees who are and are not eligible for the incentive will first be inserted by the District.

(v) The Eligible Employee must not have submitted to the District as of June 11, 2019 a letter of intended separation from employment.

(vi) The Eligible Employee must not be separating from employment pursuant to any prior Stipulation of Agreement with the District or any State-offered separation incentive or similar program.

2. Retirement Incentive Benefit: An Eligible Employee who provides timely notification and meets the criteria set forth in paragraph 1 will be entitled to a payment as follows: for a full-time teacher, \$1,000 per year for each completed year of service as a full-time teacher or teaching assistant in a position covered by the STA collective bargaining agreement; for a full-time teaching assistant, \$500 per year for each completed year of service as a full-time teaching assistant or teacher in a position covered by the STA collective bargaining agreement. This payment will be deposited in the Eligible Employee's 403(b) plan by no later than January 31, where practicable, but no later than March 15, of the fiscal year in which the Eligible Employee retires, subject to the maximum Employer Contribution limit, and any excess will be paid to the Eligible Employee's 403(b) plan in the next fiscal year. Notwithstanding the preceding sentence, in any fiscal year in which more than 5 unit members provide notice that they will be retiring during that fiscal year pursuant to the terms of this Incentive, the District may delay payment to any unit members in excess of the first five to submit notice pursuant to the terms of this Incentive, until July of the following fiscal year. If an Eligible Employee does not have a Section 403(b) account, then the District will deposit the contributions into a Section 403(b) account on behalf of the Eligible Employee as required by law. Payments to the Section 403(b) plan will be in accordance with and subject to the terms of the Article XX(L)(2)-(7).
3. Sunset Provision: This Section will sunset and will not be of any further force or effect after 11:59:59 P.M. on June 30, 2024, except for the District's obligation to make payments as set forth herein.
4. Any dispute, complaint, controversy or grievance related to this Section (Retirement Incentive), including but not limited to any dispute, complaint, controversy or grievance related to the documentation prepared pursuant to this Agreement, other than a dispute, complaint, controversy or grievance concerning a unit member's eligibility for the Incentive pursuant to this Section, is hereby excluded from the grievance and arbitration procedure set forth in Article XXII.
5. Invalidity or Illegality: If any provision of this Incentive is deemed to be invalid by any court, administrative agency or other neutral of competent jurisdiction, then the parties will make reasonable efforts to negotiate an alternative.

O. New York State Deferred Compensation

Effective January 10, 2018, the New York State Deferred Compensation Plan will be made available to STA unit members

P. Benefits Trust

1. The District shall annually fund an Association "Benefits Trust Fund" which shall be administered by the STA for the purpose of providing benefits to its members.
2. Upon request by the District, all records of said Fund shall be made available to the District.
3. No later than the last payroll in October of each year, the District shall provide a separate "Benefits Trust Fund" check to the STA in an amount equal to the following:
  - a. \$400 for each STA member who is either working twenty (20) or more hours per week or carrying a teaching load of 40% or more.
  - b. \$200 for each STA member who is below both of the levels of employment defined in "a." above.

Q. Training During Summer

Effective July 1, 2019, unit members will be paid a stipend based on their hourly rate for any time they are required to attend training during the summer when the member is not otherwise scheduled to work. However, the maximum stipend paid for a training day will be for 6 hours of pay regardless of the length of the training day. This stipend only applies to training that is required by the Superintendent or designee in order to teach a course that is a part of the District's adopted curriculum and/or for implementation of that curriculum. Training that is not mandated by an organization to teach the course, such as training for most Advanced Placement courses, is not covered by this stipend.

### ARTICLE XXI - CLASS SIZE

The Association recognizes the right of the Board of Education to determine education policy. If the Board amends its class size policy (see present policy in Appendix D), it shall deliver such amendment to the Association at least two (2) weeks prior to the implementation of such amendment in order to give the Association adequate time to assess the impact of such changes on teachers' working conditions. Either party will then have the right to open immediate negotiations with respect to such impact.

### ARTICLE XXII - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - any claimed violation, misinterpretation or misapplication of the provisions of this Agreement, any signed agreement, or any regulation or policy which relates to or involves a teacher.
2. Supervisor - an administrative officer responsible for the area in which an alleged grievance arises. In no case shall "supervisor" be interpreted as being a member of the unit represented by the Association.
3. Days - shall mean school days.

4. Class Grievance – a grievance directly affecting more than one teacher. The grievance shall define as precisely as possible the class covered. Class grievance shall be brought by a representative number of grievants within the class.
5. Association Grievance - The Association may pursue a grievance in its own name when it alleges a violation of a provision of this Agreement involving Association rights i.e., Article III.

B. General Procedures

6. It is the intent of these procedures to provide for the orderly and prompt settlement of differences in a fair and equitable manner.
7. Failure at any step to communicate a decision within the specified time limit shall permit proceeding to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
8. The teacher shall have the right to be represented by the Association or its designee at any stage of this procedure.
9. All decisions rendered in this procedure shall be in writing and will include the decision and the reasons thereof and shall be transmitted within the time limits set forth in subsequent sections to the teacher and to the STA Grievance Officers.
10. All records of hearings shall be treated confidentially.
11. Time limitations may be extended by written agreement of both parties.
12. When a grievance is filed on or after June 1st, the time limits set forth shall be reduced so that the grievance procedure may be exhausted by the closing of school, or as soon after as possible.
13. Parties agree that settlement of a grievance shall be accomplished under the grievance procedure outlined and that no resort will be had to any procedure other than a court procedure to stay arbitration or set it aside.
14. While it is understood that a claimed violation, misinterpretation, or misapplication of a District policy is grievable, it is also understood that the existence of a policy in itself is not grievable unless such policy is inconsistent with the provisions of any existing agreement between the STA and the Board of Education.
15. Unless mutually agreed such grievance reviews will not be held during the school hours of any of the participants.
16. A grievance shall be deemed waived and barred and outside of the jurisdiction of an arbitrator if it is not presented by the thirty-fifth (35th) day from the time it arose or the grievant should have been aware of the facts giving rise to the grievance.
17. A written grievance shall specifically state whether it is based solely on this Agreement, the facts and circumstances on which it is based, the specific provisions of this Agreement or the regulation or

policy which has allegedly been violated or misinterpreted and a complete statement of the remedy sought.

C. Level I

The aggrieved teacher, either directly or through an Association representative, shall present his/her grievance to his/her building principal or, if he/she has none, to his/her immediate supervisor, who shall orally and informally discuss the grievance with the aggrieved teacher.

The teacher or representative shall specifically state that he/she is raising a "grievance" as that term is defined above. Should the grievance not be resolved in ten (10) days through this informal procedure, the teacher shall present a written grievance to his/her building principal or supervisor who shall render his/her written decision within ten (10) days of receipt of the written grievance. This ten (10) day period allows for a formal meeting between the teacher and/or his/her representative and the building principal or supervisor, if such is advisable.

D. Level II

If the aggrieved is not satisfied with the disposition of his/her grievance at Level I or if no decision has been rendered within the allotted time period, he/she may within ten (10) days after receipt of the written determination or expiration of the period allowed for such determination, appeal or submit his/her grievance to the Superintendent or his/her designee.

At the request of either party, an informal meeting shall be held between the teacher or his/her representative and the Superintendent or his/her designee within ten (10) days. The Superintendent or his/her designee shall render his/her written determination within ten (10) days of the receipt of the determination at Level I or the expiration of the time limit or the date of the requested informal conference, whichever is later. Within the time limits of section B, "General Procedures" of this Article, the Association may submit a class grievance directly at Level II.

E. Level III - Contract Grievances

If the Association is not satisfied with the Level II determination of any grievance which is based solely on a claimed violation, misinterpretation or misapplication of the specific terms of this Agreement, the Association may submit that grievance to arbitration as provided in Section "G" below within fifteen (15) days of receipt of the written determination from Level II.

F. Level III - Other Grievances

If the aggrieved or the Association is not satisfied with the Level II disposition of a "non-contract" grievance, it may be submitted to the Board of Education, which shall render its determination within twenty (20) days.

G. Arbitration

1. A grievance shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The District shall notify the Association within five (5) days of receipt of the Association's request for arbitration.

Nothing contained herein shall be construed to limit the District's right to pursue a stay of arbitration pursuant to Article 75 of the CPLR.

2. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision or remedy which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.
3. The cost for the services of the arbitrator will be borne equally by the District and the Association.

H. Modification of Time Limits for Summer School

- Level I - Informal Procedure - two (2) days
- Level I - Formal Procedure - two (2) days
- Level I - Two (2) days to appeal
- Level III - Two (2) days for Superintendent or designee's response
- Level III - Contract Grievances - three days to submit to arbitration
- Level III - Other Grievances - five days for Board to respond, or as soon as possible thereafter

### ARTICLE XXIII - REGULAR SUBSTITUTES

A. Definitions

A "regular substitute" is an individual who temporarily fills the position of a probationary or tenured teacher on an approved leave of absence pursuant to Article XVII, C or G, for a period of time not to exceed ten (10) months. Such individual must be certified in the area appropriate to the teacher he/she is temporarily replacing.

An "excessed teacher" is an individual who has been excessed from the Smithtown Central School District as a probationary or tenured teacher.

B. General

All regular substitutes shall be limited to only those entitlements, coverages, and benefits specified in this article.

C. Priority for Filling Regular Substitute Positions

Generally, the District shall employ excessed teachers in "recall seniority order" when regular substitute positions, appropriate to the tenure area involved, become available.

When, in the sole judgment of the Superintendent, it is necessary to depart from the seniority order, the teacher "passed over" shall be given prime consideration for the next available position appropriate to his/her tenure area. Should the Superintendent decide to "pass over" a teacher for a second time, a "statement of just cause" must be presented to the teacher.

D. Salary

Excessed teachers and those individuals who were employed as regular substitutes in an immediately preceding year who are re-employed by the District as regular substitutes shall proceed to the next step on the salary schedule, provided they actually provided ninety-two (92) days or more of service in the prior school year.

The salary of other regular substitutes shall be determined at the sole discretion of the Board of Education within the limits of the applicable salary schedule.

E. Other Compensation

Sections C, D, E, H, I, and J of Article XX shall apply to regular substitutes while they are in the employ of the District.

F. Sick Leave

1. Excessed teachers who are re-employed by the District as regular substitutes shall be entitled to the following:
  - a. They shall be permitted to retain their accumulated sick leave and, additionally, shall accrue one (1) day of sick leave for each full month that they are employed as a regular substitute.
  - b. If such regular substitute submits notice of retirement/ resignation prior to December 31<sup>st</sup> and has relinquished any and all rights to recall as provided in state law and regulations, he/she shall be entitled to be paid for half the number of sick leave days accumulated diminished by all personal leave days taken after the first such day in each year of service to a maximum limit of seventy-five (75) days' pay at the rate of 1/200<sup>th</sup> per diem of his/her final annualized salary.  
  
The diminution for personal leave referred to above will be determined as the excess of personal leave days taken above an average of one (1) per school year.
2. Regular substitutes who were not excessed by the District shall be entitled to the following:
  - a. Such regular substitutes shall accrue one (1) day of sick leave for each month they were employed as a regular substitute and such days shall not be cumulative from one year to the next, should they be re-employed by the District.
  - b. Should such regular substitute use no more than three (3) days of sick leave during a ten (10) month period, he/she shall be entitled to receive pay for one-third the number of unused sick leave days at the rate of 1/200<sup>th</sup> per diem of his/her annualized salary.
3. No regular substitute shall be eligible to use the Extended Sick Leave Bank (Article XVII, B.).

G. Other Leave

While in the employ of the District, regular substitutes shall be covered by sections D., E., F., H., of Article XVII, but utilization of Article XVII, D. shall be strictly limited to a maximum of two (2) days per ten (10) month period.

H. Insurance Coverage

Article XIX of this Agreement shall be applicable to all regular substitutes employed by the District at a half-time or above level. Teachers employed by the District as "Long Term Per Diem Substitutes" during the time immediately preceding their appointment as a "Regular Substitute" as defined above, will have their employment time as a "Long Term Per Diem Substitute" count towards satisfying the waiting period for eligibility for the contractual health insurance plans.

I. Conversions

Regular substitutes shall not be matched with specific teachers nor will they be "pooled." Conversion to permanent status shall be done in accordance with the following:

1. Where a true vacancy occurs and New York State Education Law Section 2510 is applicable, the conversion shall be done in seniority order as specified in the law.
2. Where a true vacancy occurs and no "Section 2510 list" is applicable, the Superintendent shall have the right to determine who shall be placed on permanent status.
3. All regular substitutes converted to permanent status shall continue to the next step on the salary schedule as per salary schedule by-laws, to a limit of Step 2.

J. Terminations

Regular substitutes who were previously excessed (by the District) tenured teachers shall be given at least thirty (30) calendar days notice prior to termination.

Regular substitutes who were previously excessed (by the District) untenured teachers shall be given at least twenty (20) calendar days notice prior to termination.

All other regular substitutes shall be given at least five (5) calendar days' notice prior to termination.

K. Other Coverages

Except as specified elsewhere in this Article, regular substitutes shall enjoy the full protection of the following Articles: I, II, III, IV, V, VI, IX, X, XI, XII, XIV, XV, XVI, XVIII, XXI, XXII, and appendices A, B, C (1-9) and D. Further, Articles XXIV, XXV and XXVIII shall be applicable to all regular substitutes.

## ARTICLE XXIV – ACADEMIC INTERVENTION TUTORS

A. Salary

Academic Intervention Tutors shall be paid an annual salary based on the number of hours worked per week. Those hours shall be either 15, 17, 19 hours per week as per the following schedules:

Number of Hours	7/1/15-6/30/16	7/1/16-6/30/17	7/1/17-6/30/18	7/1/18-6/30/19	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23	7/1/23-6/30/24
15 hours per week	\$19,349.70	\$19,494.83	\$19,641.04	\$19,739.25	\$19,837.94	\$19,986.73	\$20,236.56	\$20,489.52	\$20,745.64
17 hours per week	\$21,924.39	\$22,088.82	\$22,254.49	\$22,365.76	\$22,477.59	\$22,646.17	\$22,929.25	\$23,215.86	\$23,506.06
19 hours per week	\$24,509.14	\$24,692.96	\$24,878.16	\$25,002.55	\$25,127.56	\$25,316.02	\$25,632.47	\$25,952.87	\$26,277.28

Each schedule is calculated upon forty (40) weeks (200 days) at the specified number of hours based on an hourly rate of \$32.25 for 2015–16, \$32.49 for 2016-17, \$32.73 for 2017-18, \$32.90 for 2018-19 and \$33.06 for 2019-20, 33.31 for 2020-21, \$33.73 for 2021-22, \$34.15 for 2022-23, and \$34.58 for 2023-24.

In the fourth (4<sup>th</sup>) year of service to the District as an AIS Tutor, said tutor shall receive an additional yearly salary stipend of \$750. In the eighth (8<sup>th</sup>) year of service to the District as an AIS Tutor, said tutor shall receive a second additional yearly salary stipend of \$750 (\$1,500 total).

#### B. Work Days

1. The hours worked per week shall be flexible, as arranged by each building principal, within the workweek at each school.
2. Effective through June 30, 2019, Academic Intervention Tutors shall work the same calendar as the teaching staff, plus ten (10) days allocated throughout the year, as needed and determined by the building principal. This is equivalent to 30 hours for a 15- hour per week tutor, 34 hours for a 17- hour per week tutor and 38 hours for a 19-hour per week tutor.

Effective July 1, 2019, Academic Intervention Tutors will work the same calendar as the teaching staff, plus an additional 19 hours, allocated throughout each school year, as needed and determined by the building principal. Academic Intervention Tutors will also work an additional 19 hours each school year performing self-directed preparation work

Academic Intervention Tutors shall be given at least two (2) weeks notice prior to scheduling these additional hours.

Effective no later than October 13, 2016, Academic Intervention Tutors will receive two weekly preparation periods of 20 minutes each, which will be scheduled within the existing work week for each Tutor.

3. It is understood that the conversion of status from an hourly to a contractual employee prohibits payment for overtime or make-up days. Extra duties shall be paid via a separate claim form. Substitute teaching shall be paid via standard District procedures and may require adjustment to the tutor's schedule as per "1." above.
4. Sick leave that was previously banked in hours shall be converted into days by dividing the total number of collected hours by three (3) (average day of a 15-hour tutor). The resulting "days" shall become the accumulated sick days account effective September 1, 1998.

C. Dental Insurance

Academic Intervention Tutors shall be eligible to participate in the District's Dental Insurance Program at the same percentage as the teaching staff.

D. Leave for Personal Business

Academic Intervention Tutors shall be eligible as per Article XVII(D) of this contract.

E. Leave Without Pay

With the approval of the Superintendent of Schools, Academic Intervention Tutors shall be entitled to a leave without pay for good cause shown without pay or other benefits.

F. Terminal Salary Incentive

Academic Intervention Tutors employed as Academic Intervention Tutors for a minimum of ten (10) years, shall be eligible to receive a terminal salary incentive.

1. Upon presentation and acceptance by the Board of Education of a Academic Intervention Tutor's notice of retirement and resignation prior to February 15<sup>th</sup> of the Tutor's last school year, the District will pay said Tutor for one-half (½) of his/her accumulated sick time to a maximum of fifty (50) days. Tutors who began work prior to 7/1/94 shall not be subject to the fifty (50) day maximum.
2. This accumulation will be diminished by all personal leave taken beyond an average of one day for each year of service.
3. Each day is payable at 1/200<sup>th</sup> of the yearly salary at the time of retirement.

G. In-Service Credit Hours

Academic Intervention Tutors shall be eligible to "bank" hours of approved in-service workshops/courses. These hours can be converted to credit hours if and when said Tutor is hired as a teacher and moves on to the teachers' salary schedule.

H. Retirement System Credit

Salary schedule is based upon seven (7) hour day, two hundred (200) days per year, for purposes of determining retirement system credit.

I. Other

1. Prorated salary when entering or leaving the position of Tutor shall be determined using the procedures outlined in "The Matter of Swain."
2. Tutors shall have the option of 21 or 25 paychecks, as per the existing contract.
3. Any Tutor who works four (4) hours or longer during any given workday shall be provided a twenty (20) minute lunch/break period.

4. Tutors are not eligible for the Article XX(N) Retirement Incentive.

## **ARTICLE XXV – TEACHER ASSISTANTS/ EDUCATIONAL SIGN LANGUAGE INTERPRETERS**

The current STA/Board of Education contract applies to the position of Teacher Assistants\* and Educational Sign Language Interpreters with the following modifications and/or exceptions.

A. Teacher Assistant and Educational Sign Language Interpreter Day and Load (Article VI).

1. Definitions:

Unassigned time is scheduled time during the workday without any work related responsibilities. Said time is to be used at the discretion of the individual Teacher Assistant or Educational Sign Language Interpreter.

2. Working Day and Average Assignment

- a. Regularly assigned working hours shall be established by the District and shall not exceed seven (7) continuous hours per day for any Teacher Assistant or Educational Sign Language Interpreter.
- b. All Teacher Assistants and Educational Sign Language Interpreters shall receive a daily duty-free lunch period of not fewer than thirty-five (35) minutes (one regular period in length in the secondary schools) and an average of thirty (30) minutes of unassigned time per day, not fewer than one hundred fifty (150) minutes per week. Unassigned time may not be in blocks of fewer than fifteen (15) minutes unless attached directly to a Teacher Assistant's or Educational Sign Language Interpreter's lunch period.
- c. The remainder of the day is to be used for assigned student contact time and program support functions.
- d. If the student of an Educational Sign Language Interpreter is absent, that Interpreter may be reassigned to substitute for an absent Educational Sign Language Interpreter. Should there be no absent Educational Sign Language Interpreter, that Interpreter may be assigned duties consistent with and appropriate to those of a Special Education Aide.

B. Employment Security (Article XIII): This section of the contract does not apply to Teacher Assistants or Educational Sign Language Interpreters except as noted below:

1. Tie-Breaking Procedures: If it becomes necessary to excess Teacher Assistants from their tenure area and a group of Teacher Assistants have the same amount of accrued seniority, the same sequence contained in Article XIII Section D of the STA/Board Contract shall be used.
2. Sign Language Interpreters shall be placed on their own separate seniority list.

---

\* Also referred to as "AIS Teachers."

- a. Sign Language Interpreters shall receive seniority credit for all prior service in the District that he/she served as a Sign Language Interpreter prior to becoming members of the STA bargaining unit. In addition to seniority credit, Sign Language Interpreters with such prior service shall also have such prior service credited for purposes of tie-breaking procedures and recall rights.
- b. Excessing of Sign Language Interpreters, if necessary, shall be done in reverse order of seniority. If it becomes necessary to excess a Sign Language Interpreter from his/her position in the District and a group of Sign Language Interpreters has the same amount of accrued seniority, the same sequence contained in Article XIII Section D of the STA/Board Contract shall be used.
- c. Any Sign Language Interpreter excessed from his/her position shall be given the opportunity to interview for any vacant position in the District for which he/she is certified.

C. Leaves of Absence (Article XVII): Same as stated in Article XVII with the following modifications:

1. Leave for Personal Business:

Teacher Assistants and Educational Sign Language Interpreters shall receive a maximum of three (3) personal business leave days per year. The Teacher Assistant or Educational Sign Language Interpreter must file a signed application with the building principal or immediate supervisor but need not spell out the specific reason for such request.

As much advance notice must be given as circumstances allow. Applications are to be forwarded by the building principal or immediate supervisor to the Personnel Office for approval and maintenance of records.

D. Compensation (Article XX)

1. The following sections do not apply to Teacher Assistants or Educational Sign Language Interpreters: F, G, H, I, J, and L.
2. Separation Pay

Separation pay benefits shall be paid to all Teacher Assistants and Educational Sign Language Interpreters who resign after fifteen (15) years of service in the District or who retire after ten (10) years of service in the District.

Separation pay shall be payable as a death benefit or as a permanent disability benefit if the Teacher Assistant or Educational Sign Language Interpreter had accumulated at least ten (10) years of continuous service in the District.

Unused accumulated sick leave shall be paid in accordance with the foregoing, up to a maximum of one hundred eighty (180) days, as a separation pay benefit to all Teacher Assistants hired in the District prior to July 1, 1978. For such Teacher Assistants separation pay benefit payments shall be based on the average salary rate of the teacher assistant during the twelve (12) calendar months immediately preceding the date of separation.

All Teacher Assistants or Educational Sign Language Interpreters who were hired in the District on or after July 1, 1978, shall have their separation pay benefits determined by multiplying the number of unused accumulated sick leave days, up to a maximum of one hundred eighty (180) days, by \$60 per day. Effective September 13, 2016, this maximum is increased to \$100 per day.

All Teacher Assistants or Educational Sign Language Interpreters hired in the District prior to January 16, 1996, having at least ten (10) years of service with the District, and who are fifty-five (55) years of age or older at the time of resignation, shall be paid an additional \$8,000 upon their resignation from the District.

Teacher Assistants or Educational Sign Language Interpreters hired by the District on or after January 16, 1996, shall be paid a terminal payment to a maximum of 75 unused sick days.

E. Other

1. Just Cause Provision:

After an initial sixth month probationary period, any disciplinary action brought by the District for good cause shown against any Educational Sign Language Interpreter, shall initiate the following procedure:

- a. The District will provide written notification of all charges.
- b. The District will allow ample opportunity for the Sign Language Interpreter to answer the charges.
- c. The STA and the District shall select a neutral third party to arbitrate the charges pursuant to AAA regulations.

The arbitrator's decision will be advisory upon the Board of Education. The Educational Sign Language Interpreter may seek review of the Board's decision through an appeal to the Commissioner of Education or an appropriate judicial forum.

2. Sick Leave:

Teacher Assistants or Educational Sign Language Interpreters hired as teachers shall be allowed to carry over all accrued sick leave contained in their personal accounts.

3. In-Service Credit Hours:

Any Teacher Assistant or Educational Sign Language Interpreter hired as a teacher shall carry all in-service credits granted while a Teacher Assistant or a Educational Sign Language Interpreter in Smithtown into his/her teaching position.

4. Article XXI- Class Size, Article XXIII- Regular Substitute, and Appendix D do not apply to Teacher Assistants or Educational Sign Language Interpreters.

F. Educational Sign Language Interpreter

1. Educational Sign Language Interpreters who provide service to the District beyond the regular workday or on days which are not regular workdays shall be compensated at a rate of \$39.40 for 2015-16, \$39.70 for 2016-17, \$40.00 for 2017-18, \$40.20 for 2018-19 and \$40.40 for 2019-20, \$40.70 for 2020-21, \$41.21 for 2021-22, \$41.73 for 2022-23, and \$42.25 for 2023-24. Partial hours shall be rounded up to the nearest one-quarter hour.
2. Initial Salary placement of Educational Sign Language Interpreters: All Educational Sign Language Interpreters newly hired shall be placed on the appropriate column of the Teacher Assistant/ Educational Sign Language Interpreter salary schedule at step 3. At the discretion of the Board of Education, additional steps on the salary schedule may be granted for prior experience in the field.
3. Educational Sign Language Interpreters are eligible for the benefits provided under Article XVII sections B and C (Sick Leave Bank and Leave of Absence without pay) of the Collective Bargaining Agreement.
4. Educational Sign Language Interpreters shall enjoy the full benefit afforded under the contract for sick and personal leave.

**ARTICLE XXVI - MANAGEMENT RIGHTS**

Unless expressly provided otherwise in this Agreement, the District reserves the right to take all actions authorized and sanctioned by law and custom as may be necessary in its judgment to carry out the mission of the public schools, to determine the means and personnel by which operations are to be carried on and the services to be rendered, to be the policy making and governing body of the public schools and to take any other actions which is in the best interest of the public schools.

**ARTICLE XXVII- SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE XXVIII – 3020-a PROVISION**

A tenured teacher who has had charges brought against him/her pursuant to Education Law Section 3020-a shall be entitled to salary in accordance with Section 3020-a with the following exception:

If such teacher is suspended with pay and if the hearing has not been completed within 4 months after the commencement of the taking of testimony, the teacher will not be paid for the period of any delay subsequent to the end of the fourth month after the beginning of testimony, when such period of delay is caused by the teacher, the teacher's attorney, or the teacher panel member. In the event that the panel brings in any decision that calls for less than a suspension without pay, the teacher will be reimbursed for any salary deductions made as provided above.

In the event of a dispute between the parties as to the cause of a delay, the panel chairperson may be asked by either party to resolve it, and his/her decision shall be final and binding. Should the panel chairman be unwilling to resolve the dispute, either party may submit the matter to be resolved by the American Arbitration Association.

The District may deny Terminal Salary Incentive (Article XX L.) to any teacher who resigns or retires at a time when Section 3020-a charges are pending against that teacher. If the teacher is subsequently found innocent of the charges, the foregoing will not apply.

If Section 3020-a is amended by act of the legislature or if a Commissioner's Regulation should be revised to have an impact in this area, the District, at its option, shall have the right to render this provision (Article XXVIII - 3020-a Provision) inoperative by providing such written notice to the STA that it wishes to void this provision.

### ARTICLE XXIX - TERM OF AGREEMENT

This written Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2024. This written Agreement cannot be extended orally.

### ARTICLE XXX - TAYLOR LAW NOTICE

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed

#### SMITHTOWN TEACHERS ASSOCIATION

By: Laura Spencer  
Laura Spencer, President

#### SMITHTOWN CENTRAL SCHOOL DISTRICT

By: Russell Stewart  
Russell Stewart, Interim Superintendent of Schools

#### Ratified:

- 2015-2020 Stipulation of Agreement:
  - STA on September 6, 2016
  - Board of Education on September 13, 2016
- 2020-2021 Stipulation of Agreement
  - STA on December 19, 2017
  - Board of Education on December 19, 2017
- 2021-2024 Stipulation of Agreement
  - STA on May 23, 2019
  - Board of Education on June 11, 2019

# SMITHTOWN CENTRAL SCHOOL DISTRICT 2019—2020

## September 2019 (18+1)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## October 2019 (20)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## November 2019 (17+1)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## December 2019 (15)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## January 2020 (21)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September	2	Labor Day
	3	Supt. Conference Day-No Students
	4	First Day of School
	30	Rosh Hashanah
October	1	Rosh Hashanah
	9	Yom Kippur
	14	Columbus Day
November	5	Supt. Conference Day-No Students
	11	Veteran's Day
	28-29	Thanksgiving Recess
December	23-31	Winter Recess
January	1	Winter Recess
	20	Martin Luther King Day
February	17-21	President's Day and Mid-Winter Recess
March	20	Supt. Conference Day-No Students
April	9-17	Spring Recess
May	25	Memorial Day
June	2	Regents Exam
	26	Last Day of School
		Supt. Conference Day-No Students

## February 2020 (15)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

## March 2020 (21+1)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## April 2020 (15)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## May 2020 (20)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## June 2020 (19+1)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

\* If no emergency closings → school will not be in session May 22

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If there are 1-3 emergency closings → school will remain in session on May 22

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If 4 or more closings →	School will be in session April 17, then 16, etc.
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- Superintendent's Conference Day
- School Closed
- Elementary Teacher Conferences  
\* 1/2 Day for Elementary Students  
\*\* No School for Elementary Students
- No High School Classes—Regents Exam

APPENDIX A-2

2019 - 2020 PAYROLL SCHEDULE

SMITHTOWN CENTRAL SCHOOL DISTRICT											
	12 Month	12 Month	Teachers	Teachers	ASPN	ASPN	11-Month	11-Month	196-Day	196-Day	
Payroll	SSAA	MCA, MCS					SSEA	SSEA	SSEA	SSEA	Daily and Hourly Pay Period
Date	26 checks	26 checks	22 checks	26 checks	22 checks	26 checks	August Start	July Start	22 checks	26 checks	
7/12/2019	1	1						0.9			6/15/2019 - 6/28/2019
7/26/2019	1	1									6/29/2019 - 7/12/2019
8/9/2019	1	1					0.7				7/13/2019 - 7/26/2019
8/23/2019	1	1					1	0.8			7/27/2019 - 8/9/2019
8/30/2019	0.5	0.5					0.5	0.5			8/10/2019 - 8/16/2019
9/13/2019	1	1	1	1	1	1	1	1	1	1	8/17/2019 - 8/30/2019
9/27/2019	1	1	1	1	1	1	1	1	1	1	8/31/2019 - 9/13/2019
10/11/2019	1	1	1	1	1	1	1	1	1	1	9/14/2019 - 9/27/2019
10/25/2019	1	1	1	1	1	1	1	1	1	1	9/28/2019 - 10/11/2019
11/8/2019	1	1	1	1	1	1	1	1	1	1	10/12/2019 - 10/25/2019
11/22/2019	1	1	1	1	1	1	1	1	1	1	10/26/2019 - 11/8/2019
12/6/2019	1	1	1	1	1	1	1	1	1	1	11/9/2019 - 11/22/2019
12/20/2019	1	1	1	1	1	1	1	1	1	1	11/23/2019 - 12/6/2019
1/3/2020	1	1	1	1	1	1	1	1	1	1	12/7/2019 - 12/20/2019
1/17/2020	1	1	1	1	1	1	1	1	1	1	12/21/2019 - 1/3/2020
1/31/2020	1	1	1	1	1	1	1	1	1	1	1/4/2020 - 1/17/2020
2/14/2020	1	1	1	1	1	1	1	1	1	1	1/18/2020 - 1/31/2020
2/28/2020	1	1	1	1	1	1	1	1	1	1	2/1/2020 - 2/14/2020
3/13/2020	1	1	1	1	1	1	1	1	1	1	2/15/2020 - 2/28/2020
3/27/2020	1	1	1	1	1	1	1	1	1	1	2/29/2020 - 3/13/2020
* 4/9/2020	1	1	1	1	1	1	1	1	1	1	3/14/2020 - 3/27/2020
4/24/2020	1	1	1	1	1	1	1	1	1	1	3/28/2020 - 4/10/2020
5/8/2020	1	1	1	1	1	1	1	1	1	1	4/11/2020 - 4/24/2020
5/22/2020	1	1	1	1	1	1	1	1	1	1	4/25/2020 - 5/8/2020
6/5/2020	1	1	1	1	1	1	1	1	1	1	5/9/2020 - 5/22/2020
6/19/2020	1	1	1	1	1	1	1	1	1	1	5/23/2020 - 6/5/2020
6/26/2020			1	5	1	5			1	5	
**6/30/2020	0.5	0.7					0.7	0.7			6/6/2020 - 6/19/2020
total paycheck	26	26.2	22	26	22	26	23.9	23.9	22	26	**6/20/2020 - 6/30/2020**
*Thursday											**TO BE PAID IN JULY**
**Tuesday											

**APPENDIX B-1**

**EFFECTIVE 7/1/15-6/30/16**

Salary Step	BA	BA+30	BA+60/MA	MA+15	MA+30	MA+45	MA+60	PhD
1	\$53,046	\$54,713	\$57,931	\$59,841	\$61,987	\$64,013	\$65,801	\$67,949
2	\$55,266	\$56,928	\$60,140	\$62,054	\$64,180	\$66,204	\$67,986	\$70,125
2A	\$57,500	\$59,067	\$62,329	\$64,267	\$66,435	\$68,490	\$70,423	\$72,597
3	\$59,735	\$61,206	\$64,518	\$66,480	\$68,690	\$70,776	\$72,860	\$75,068
4	\$62,937	\$64,409	\$67,728	\$69,693	\$71,905	\$73,991	\$76,081	\$78,287
5	\$66,146	\$67,621	\$70,945	\$72,912	\$75,127	\$77,216	\$79,307	\$81,519
6	\$69,359	\$70,844	\$74,171	\$76,144	\$78,359	\$80,447	\$82,544	\$84,761
7	\$72,593	\$74,071	\$77,404	\$79,375	\$81,593	\$83,691	\$85,788	\$88,008
8	\$75,829	\$77,310	\$80,643	\$82,620	\$84,842	\$86,943	\$89,039	\$91,266
9	\$79,073	\$80,554	\$83,895	\$85,874	\$88,097	\$90,199	\$92,301	\$94,528
10	\$82,323	\$83,808	\$87,150	\$89,132	\$91,361	\$93,467	\$95,572	\$97,798
11	\$85,584	\$87,071	\$90,419	\$92,402	\$94,632	\$96,740	\$98,849	\$101,080
12	\$88,851	\$90,338	\$93,691	\$95,678	\$97,912	\$100,025	\$102,134	\$104,368
13	\$92,130	\$93,620	\$96,976	\$98,967	\$101,206	\$103,313	\$105,430	\$107,668
14	\$95,413	\$96,906	\$100,268	\$102,258	\$104,500	\$106,614	\$108,731	\$110,972
15	\$98,706	\$100,204	\$103,568	\$105,563	\$107,808	\$109,920	\$112,041	\$114,285
16	\$102,007	\$103,505	\$106,877	\$108,873	\$111,120	\$113,236	\$115,362	\$117,607
17	\$104,926	\$106,819	\$110,190	\$112,193	\$114,442	\$116,565	\$118,688	\$120,935
18	\$108,244	\$110,135	\$113,515	\$115,520	\$117,771	\$119,895	\$122,024	\$124,278

**APPENDIX B-2**  
**EFFECTIVE 7/1/16-6/30/17**

Salary Step	BA	BA+30	BA+60/MA	MA+15	MA+30	MA+45	MA+60	PhD
1	\$53,444	\$55,123	\$58,365	\$60,290	\$62,452	\$64,493	\$66,295	\$68,459
2	\$55,680	\$57,355	\$60,591	\$62,519	\$64,661	\$66,701	\$68,496	\$70,651
2A	\$57,931	\$59,510	\$62,796	\$64,749	\$66,933	\$69,004	\$70,951	\$73,141
3	\$60,183	\$61,665	\$65,002	\$66,979	\$69,205	\$71,307	\$73,406	\$75,631
4	\$63,409	\$64,892	\$68,236	\$70,216	\$72,444	\$74,546	\$76,652	\$78,874
5	\$66,642	\$68,128	\$71,477	\$73,459	\$75,690	\$77,795	\$79,902	\$82,130
6	\$69,879	\$71,375	\$74,727	\$76,715	\$78,947	\$81,050	\$83,163	\$85,397
7	\$73,137	\$74,627	\$77,985	\$79,970	\$82,205	\$84,319	\$86,431	\$88,668
8	\$76,398	\$77,890	\$81,248	\$83,240	\$85,478	\$87,595	\$89,707	\$91,950
9	\$79,666	\$81,158	\$84,524	\$86,518	\$88,758	\$90,875	\$92,993	\$95,237
10	\$82,940	\$84,437	\$87,804	\$89,800	\$92,046	\$94,168	\$96,289	\$98,531
11	\$86,226	\$87,724	\$91,097	\$93,095	\$95,342	\$97,466	\$99,590	\$101,838
12	\$89,517	\$91,016	\$94,394	\$96,396	\$98,646	\$100,775	\$102,900	\$105,151
13	\$92,821	\$94,322	\$97,703	\$99,709	\$101,965	\$104,088	\$106,221	\$108,476
14	\$96,129	\$97,633	\$101,020	\$103,025	\$105,284	\$107,414	\$109,546	\$111,804
15	\$99,446	\$100,956	\$104,345	\$106,355	\$108,617	\$110,744	\$112,881	\$115,142
16	\$102,772	\$104,281	\$107,679	\$109,690	\$111,953	\$114,085	\$116,227	\$118,489
17	\$105,713	\$107,620	\$111,016	\$113,034	\$115,300	\$117,439	\$119,578	\$121,842
18	\$109,056	\$110,961	\$114,366	\$116,386	\$118,654	\$120,794	\$122,939	\$125,210

**APPENDIX B-3**

**EFFECTIVE 7/1/17-6/30/18**

	Salary Step	BA	BA+30	BA+60/MA	MA+15	MA+30	MA+45	MA+60	PhD
	1	\$53,845	\$55,536	\$58,803	\$60,742	\$62,920	\$64,977	\$66,792	\$68,972
	2	\$56,098	\$57,785	\$61,045	\$62,988	\$65,146	\$67,201	\$69,010	\$71,181
	2A	\$58,365	\$59,956	\$63,267	\$65,235	\$67,435	\$69,522	\$71,483	\$73,690
	3	\$60,634	\$62,127	\$65,490	\$67,481	\$69,724	\$71,842	\$73,957	\$76,198
	4	\$63,885	\$65,379	\$68,748	\$70,743	\$72,987	\$75,105	\$77,227	\$79,466
	5	\$67,142	\$68,639	\$72,013	\$74,010	\$76,258	\$78,378	\$80,501	\$82,746
	6	\$70,403	\$71,910	\$75,287	\$77,290	\$79,539	\$81,658	\$83,787	\$86,037
	7	\$73,686	\$75,187	\$78,570	\$80,570	\$82,822	\$84,951	\$87,079	\$89,333
	8	\$76,971	\$78,474	\$81,857	\$83,864	\$86,119	\$88,252	\$90,380	\$92,640
	9	\$80,263	\$81,767	\$85,158	\$87,167	\$89,424	\$91,557	\$93,690	\$95,951
	10	\$83,562	\$85,070	\$88,463	\$90,474	\$92,736	\$94,874	\$97,011	\$99,270
	11	\$86,873	\$88,382	\$91,780	\$93,793	\$96,057	\$98,197	\$100,337	\$102,602
	12	\$90,188	\$91,699	\$95,102	\$97,119	\$99,386	\$101,531	\$103,672	\$105,940
	13	\$93,517	\$95,029	\$98,436	\$100,457	\$102,730	\$104,869	\$107,018	\$109,290
	14	\$96,850	\$98,365	\$101,778	\$103,798	\$106,074	\$108,220	\$110,368	\$112,643
	15	\$100,192	\$101,713	\$105,128	\$107,153	\$109,432	\$111,575	\$113,728	\$116,006
	16	\$103,543	\$105,063	\$108,487	\$110,513	\$112,793	\$114,941	\$117,099	\$119,378
	17	\$106,506	\$108,427	\$111,849	\$113,882	\$116,165	\$118,320	\$120,475	\$122,756
	18	\$109,874	\$111,793	\$115,224	\$117,259	\$119,544	\$121,700	\$123,861	\$126,149

**APPENDIX B-4**  
**EFFECTIVE 7/1/18-6/30/19**

Salary Step	BA	BA+30	BA+60/MA	MA+15	MA+30	MA+45	MA+60	PhD
1	\$54,114	\$55,814	\$59,097	\$61,046	\$63,235	\$65,302	\$67,126	\$69,317
2	\$56,378	\$58,074	\$61,350	\$63,303	\$65,472	\$67,537	\$69,355	\$71,537
2A	\$58,657	\$60,256	\$63,583	\$65,561	\$67,772	\$69,870	\$71,840	\$74,058
3	\$60,937	\$62,438	\$65,817	\$67,818	\$70,073	\$72,201	\$74,327	\$76,579
4	\$64,204	\$65,706	\$69,092	\$71,097	\$73,352	\$75,481	\$77,613	\$79,863
5	\$67,478	\$68,982	\$72,373	\$74,380	\$76,639	\$78,770	\$80,904	\$83,160
6	\$70,755	\$72,270	\$75,663	\$77,676	\$79,937	\$82,066	\$84,206	\$86,467
7	\$74,054	\$75,563	\$78,963	\$80,973	\$83,236	\$85,376	\$87,514	\$89,780
8	\$77,356	\$78,866	\$82,266	\$84,283	\$86,550	\$88,693	\$90,832	\$93,103
9	\$80,664	\$82,176	\$85,584	\$87,603	\$89,871	\$92,015	\$94,158	\$96,431
10	\$83,980	\$85,495	\$88,905	\$90,926	\$93,200	\$95,348	\$97,496	\$99,766
11	\$87,307	\$88,824	\$92,239	\$94,262	\$96,537	\$98,688	\$100,839	\$103,115
12	\$90,639	\$92,157	\$95,578	\$97,605	\$99,883	\$102,039	\$104,190	\$106,470
13	\$93,985	\$95,504	\$98,928	\$100,959	\$103,244	\$105,393	\$107,553	\$109,836
14	\$97,334	\$98,857	\$102,287	\$104,317	\$106,604	\$108,761	\$110,920	\$113,206
15	\$100,693	\$102,222	\$105,654	\$107,689	\$109,979	\$112,133	\$114,297	\$116,586
16	\$104,061	\$105,588	\$109,029	\$111,066	\$113,357	\$115,516	\$117,684	\$119,975
17	\$107,039	\$108,969	\$112,408	\$114,451	\$116,746	\$118,912	\$121,077	\$123,370
18	\$110,423	\$112,352	\$115,800	\$117,845	\$120,142	\$122,309	\$124,480	\$126,780

**APPENDIX B-5**  
**EFFECTIVE 7/1/19-6/30/20**

Salary Step	BA	BA+30	BA+60/MA	MA+15	MA+30	MA+45	MA+60	PhD
1	\$54,385	\$56,093	\$59,392	\$61,351	\$63,551	\$65,629	\$67,462	\$69,664
2	\$56,660	\$58,364	\$61,657	\$63,620	\$65,799	\$67,875	\$69,702	\$71,895
2A	\$58,950	\$60,557	\$63,901	\$65,889	\$68,111	\$70,219	\$72,199	\$74,428
3	\$61,242	\$62,750	\$66,146	\$68,157	\$70,423	\$72,562	\$74,699	\$76,962
4	\$64,525	\$66,035	\$69,437	\$71,452	\$73,719	\$75,858	\$78,001	\$80,262
5	\$67,815	\$69,327	\$72,735	\$74,752	\$77,022	\$79,164	\$81,309	\$83,576
6	\$71,109	\$72,631	\$76,041	\$78,064	\$80,337	\$82,476	\$84,627	\$86,899
7	\$74,424	\$75,941	\$79,358	\$81,378	\$83,652	\$85,803	\$87,952	\$90,229
8	\$77,743	\$79,260	\$82,677	\$84,704	\$86,983	\$89,136	\$91,286	\$93,569
9	\$81,067	\$82,587	\$86,012	\$88,041	\$90,320	\$92,475	\$94,629	\$96,913
10	\$84,400	\$85,922	\$89,350	\$91,381	\$93,666	\$95,825	\$97,983	\$100,265
11	\$87,744	\$89,268	\$92,700	\$94,733	\$97,020	\$99,181	\$101,343	\$103,631
12	\$91,092	\$92,618	\$96,056	\$98,093	\$100,382	\$102,549	\$104,711	\$107,002
13	\$94,455	\$95,982	\$99,423	\$101,464	\$103,760	\$105,920	\$108,091	\$110,385
14	\$97,821	\$99,351	\$102,798	\$104,839	\$107,137	\$109,305	\$111,475	\$113,772
15	\$101,196	\$102,733	\$106,182	\$108,227	\$110,529	\$112,694	\$114,868	\$117,169
16	\$104,581	\$106,116	\$109,574	\$111,621	\$113,924	\$116,094	\$118,272	\$120,575
17	\$107,574	\$109,514	\$112,970	\$115,023	\$117,330	\$119,507	\$121,682	\$123,987
18	\$110,975	\$112,914	\$116,379	\$118,434	\$120,743	\$122,921	\$125,102	\$127,414

**APPENDIX B-5.1**

**EFFECTIVE 7/1/20-6/30/21**

<b>Salary Step</b>	<b>BA</b>	<b>BA+30</b>	<b>BA+60/MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PhD</b>
1	\$54,793	\$56,514	\$59,837	\$61,811	\$64,028	\$66,121	\$67,968	\$70,186
2	\$57,085	\$58,802	\$62,119	\$64,097	\$66,292	\$68,384	\$70,225	\$72,434
2A	\$59,392	\$61,011	\$64,380	\$66,383	\$68,622	\$70,746	\$72,740	\$74,986
3	\$61,701	\$63,221	\$66,642	\$68,668	\$70,951	\$73,106	\$75,259	\$77,539
4	\$65,009	\$66,530	\$69,958	\$71,988	\$74,272	\$76,427	\$78,586	\$80,864
5	\$68,324	\$69,847	\$73,281	\$75,313	\$77,600	\$79,758	\$81,919	\$84,203
6	\$71,642	\$73,176	\$76,611	\$78,649	\$80,940	\$83,095	\$85,262	\$87,551
7	\$74,982	\$76,511	\$79,953	\$81,988	\$84,279	\$86,447	\$88,612	\$90,906
8	\$78,326	\$79,854	\$83,297	\$85,339	\$87,635	\$89,805	\$91,971	\$94,271
9	\$81,675	\$83,206	\$86,657	\$88,701	\$90,997	\$93,169	\$95,339	\$97,640
10	\$85,033	\$86,566	\$90,020	\$92,066	\$94,368	\$96,544	\$98,718	\$101,017
11	\$88,402	\$89,938	\$93,395	\$95,443	\$97,748	\$99,925	\$102,103	\$104,408
12	\$91,775	\$93,313	\$96,776	\$98,829	\$101,135	\$103,318	\$105,496	\$107,805
13	\$95,163	\$96,702	\$100,169	\$102,225	\$104,538	\$106,714	\$108,902	\$111,213
14	\$98,555	\$100,096	\$103,569	\$105,625	\$107,941	\$110,125	\$112,311	\$114,625
15	\$101,955	\$103,503	\$106,978	\$109,039	\$111,358	\$113,539	\$115,730	\$118,048
16	\$105,365	\$106,912	\$110,396	\$112,458	\$114,778	\$116,965	\$119,159	\$121,479
17	\$108,381	\$110,335	\$113,817	\$115,886	\$118,210	\$120,403	\$122,595	\$124,917
18	\$111,807	\$113,761	\$117,252	\$119,322	\$121,649	\$123,843	\$126,040	\$128,370

**APPENDIX B-5.2**

**EFFECTIVE 7/1/21-6/30/22**

Salary Step	BA	BA+30	BA+60/MA	MA+15	MA+30	MA+45	MA+60	PhD
1	\$55,478	\$57,220	\$60,585	\$62,584	\$64,828	\$66,948	\$68,818	\$71,063
2	\$57,799	\$59,537	\$62,895	\$64,898	\$67,121	\$69,239	\$71,103	\$73,339
2A	\$60,134	\$61,774	\$65,185	\$67,213	\$69,480	\$71,630	\$73,649	\$75,923
3	\$62,472	\$64,011	\$67,475	\$69,526	\$71,838	\$74,020	\$76,200	\$78,508
4	\$65,822	\$67,362	\$70,832	\$72,888	\$75,200	\$77,382	\$79,568	\$81,875
5	\$69,178	\$70,720	\$74,197	\$76,254	\$78,570	\$80,755	\$82,943	\$85,256
6	\$72,538	\$74,091	\$77,569	\$79,632	\$81,952	\$84,134	\$86,328	\$88,645
7	\$75,919	\$77,467	\$80,952	\$83,013	\$85,332	\$87,528	\$89,720	\$92,042
8	\$79,305	\$80,852	\$84,338	\$86,406	\$88,730	\$90,928	\$93,121	\$95,449
9	\$82,696	\$84,246	\$87,740	\$89,810	\$92,134	\$94,334	\$96,531	\$98,861
10	\$86,096	\$87,648	\$91,145	\$93,217	\$95,548	\$97,751	\$99,952	\$102,280
11	\$89,507	\$91,062	\$94,562	\$96,636	\$98,970	\$101,174	\$103,379	\$105,713
12	\$92,922	\$94,479	\$97,986	\$100,064	\$102,399	\$104,609	\$106,815	\$109,153
13	\$96,353	\$97,911	\$101,421	\$103,503	\$105,845	\$108,048	\$110,263	\$112,603
14	\$99,787	\$101,347	\$104,864	\$106,945	\$109,290	\$111,502	\$113,715	\$116,058
15	\$103,229	\$104,797	\$108,315	\$110,402	\$112,750	\$114,958	\$117,177	\$119,524
16	\$106,682	\$108,248	\$111,776	\$113,864	\$116,213	\$118,427	\$120,648	\$122,997
17	\$109,736	\$111,714	\$115,240	\$117,335	\$119,688	\$121,908	\$124,127	\$126,478
18	\$113,205	\$115,183	\$118,718	\$120,814	\$123,170	\$125,391	\$127,616	\$129,975

**APPENDIX B-5.3**

**EFFECTIVE 7/1/22-6/30/23**

Salary Step	BA	BA+30	BA+60/MA	MA+15	MA+30	MA+45	MA+60	PhD
1	\$56,171	\$57,935	\$61,342	\$63,366	\$65,638	\$67,785	\$69,678	\$71,951
2	\$58,521	\$60,281	\$63,681	\$65,709	\$67,960	\$70,104	\$71,992	\$74,256
2A	\$60,886	\$62,546	\$66,000	\$68,053	\$70,349	\$72,525	\$74,570	\$76,872
3	\$63,253	\$64,811	\$68,318	\$70,395	\$72,736	\$74,945	\$77,153	\$79,489
4	\$66,645	\$68,204	\$71,717	\$73,799	\$76,140	\$78,349	\$80,563	\$82,898
5	\$70,043	\$71,604	\$75,124	\$77,207	\$79,552	\$81,764	\$83,980	\$86,322
6	\$73,445	\$75,017	\$78,539	\$80,627	\$82,976	\$85,186	\$87,407	\$89,753
7	\$76,868	\$78,435	\$81,964	\$84,051	\$86,399	\$88,622	\$90,842	\$93,193
8	\$80,296	\$81,863	\$85,392	\$87,486	\$89,839	\$92,065	\$94,285	\$96,642
9	\$83,730	\$85,299	\$88,837	\$90,933	\$93,286	\$95,513	\$97,738	\$100,097
10	\$87,172	\$88,744	\$92,284	\$94,382	\$96,742	\$98,973	\$101,201	\$103,559
11	\$90,626	\$92,200	\$95,744	\$97,844	\$100,207	\$102,439	\$104,671	\$107,034
12	\$94,084	\$95,660	\$99,211	\$101,315	\$103,679	\$105,917	\$108,150	\$110,517
13	\$97,557	\$99,135	\$102,689	\$104,797	\$107,168	\$109,399	\$111,641	\$114,011
14	\$101,034	\$102,614	\$106,175	\$108,282	\$110,656	\$112,896	\$115,136	\$117,509
15	\$104,519	\$106,107	\$109,669	\$111,782	\$114,159	\$116,395	\$118,642	\$121,018
16	\$108,016	\$109,601	\$113,173	\$115,287	\$117,666	\$119,907	\$122,156	\$124,534
17	\$111,108	\$113,110	\$116,681	\$118,802	\$121,184	\$123,432	\$125,679	\$128,059
18	\$114,620	\$116,623	\$120,202	\$122,324	\$124,710	\$126,958	\$129,211	\$131,600

**APPENDIX B-5.4**

**EFFECTIVE 7/1/23-6/30/24**

Salary Step	BA	BA+30	BA+60/MA	MA+15	MA+30	MA+45	MA+60	PhD
1	\$56,873	\$58,659	\$62,109	\$64,158	\$66,458	\$68,632	\$70,549	\$72,850
2	\$59,253	\$61,035	\$64,477	\$66,530	\$68,810	\$70,980	\$72,892	\$75,184
2A	\$61,647	\$63,328	\$66,825	\$68,904	\$71,228	\$73,432	\$75,502	\$77,833
3	\$64,044	\$65,621	\$69,172	\$71,275	\$73,645	\$75,882	\$78,117	\$80,483
4	\$67,478	\$69,057	\$72,613	\$74,721	\$77,092	\$79,328	\$81,570	\$83,934
5	\$70,919	\$72,499	\$76,063	\$78,172	\$80,546	\$82,786	\$85,030	\$87,401
6	\$74,363	\$75,955	\$79,521	\$81,635	\$84,013	\$86,251	\$88,500	\$90,875
7	\$77,829	\$79,415	\$82,989	\$85,102	\$87,479	\$89,730	\$91,978	\$94,358
8	\$81,300	\$82,886	\$86,459	\$88,580	\$90,962	\$93,216	\$95,464	\$97,850
9	\$84,777	\$86,365	\$89,947	\$92,070	\$94,452	\$96,707	\$98,960	\$101,348
10	\$88,262	\$89,853	\$93,438	\$95,562	\$97,951	\$100,210	\$102,466	\$104,853
11	\$91,759	\$93,353	\$96,941	\$99,067	\$101,460	\$103,719	\$105,979	\$108,372
12	\$95,260	\$96,856	\$100,451	\$102,581	\$104,975	\$107,241	\$109,502	\$111,898
13	\$98,776	\$100,374	\$103,973	\$106,107	\$108,508	\$110,766	\$113,037	\$115,436
14	\$102,297	\$103,897	\$107,502	\$109,636	\$112,039	\$114,307	\$116,575	\$118,978
15	\$105,825	\$107,433	\$111,040	\$113,179	\$115,586	\$117,850	\$120,125	\$122,531
16	\$109,366	\$110,971	\$114,588	\$116,728	\$119,137	\$121,406	\$123,683	\$126,091
17	\$112,497	\$114,524	\$118,140	\$120,287	\$122,699	\$124,975	\$127,250	\$129,660
18	\$116,053	\$118,081	\$121,705	\$123,853	\$126,269	\$128,545	\$130,826	\$133,245

<b>APPENDIX B-6</b>		
<b>TEACHER ASSISTANTS</b>		
<b>EFFECTIVE 7/1/15-6/30/16</b>		
<b>Salary Step</b>	<b>Base</b>	<b>BA/MA</b>
<b>1</b>	\$35,154	\$36,753
<b>2</b>	\$35,858	\$38,042
<b>3</b>	\$37,359	\$39,057
<b>4</b>	\$38,966	\$40,736
<b>5</b>	\$40,681	\$42,531
<b>6</b>	\$42,516	\$44,447
<b>7</b>	\$44,465	\$46,486
<b>8</b>	\$47,747	\$49,917
<b>9</b>	\$50,161	\$52,441
<b>10</b>	\$51,666	\$54,014
<b>11</b>	\$53,154	\$55,612

<b>APPENDIX B-7</b>		
<b>TEACHER ASSISTANTS</b>		
<b>EFFECTIVE 7/1/16-6/30/17</b>		
<b>Salary Step</b>	<b>Base</b>	<b>BA/MA</b>
<b>1</b>	\$35,418	\$37,029
<b>2</b>	\$36,127	\$38,327
<b>3</b>	\$37,639	\$39,350
<b>4</b>	\$39,258	\$41,042
<b>5</b>	\$40,986	\$42,850
<b>6</b>	\$42,835	\$44,780
<b>7</b>	\$44,798	\$46,835
<b>8</b>	\$48,105	\$50,291
<b>9</b>	\$50,537	\$52,834
<b>10</b>	\$52,053	\$54,419
<b>11</b>	\$53,553	\$56,029

**APPENDIX B-8**

**TEACHER ASSISTANTS**

**EFFECTIVE 7/1/17-6/30/18**

<b>Salary Step</b>	<b>Base</b>	<b>BA/MA</b>
1	\$35,684	\$37,307
2	\$36,398	\$38,614
3	\$37,921	\$39,645
4	\$39,552	\$41,350
5	\$41,293	\$43,171
6	\$43,156	\$45,116
7	\$45,134	\$47,186
8	\$48,466	\$50,668
9	\$50,916	\$53,230
10	\$52,443	\$54,827
11	\$53,955	\$56,449

<b>APPENDIX B-9</b>		
<b>TEACHER ASSISTANTS</b>		
<b>EFFECTIVE 7/1/18-6/30/19</b>		
<b>Salary Step</b>	<b>Base</b>	<b>BA/MA</b>
<b>1</b>	\$35,862	\$37,494
<b>2</b>	\$36,580	\$38,807
<b>3</b>	\$38,111	\$39,843
<b>4</b>	\$39,750	\$41,557
<b>5</b>	\$41,499	\$43,387
<b>6</b>	\$43,372	\$45,342
<b>7</b>	\$45,360	\$47,422
<b>8</b>	\$48,708	\$50,921
<b>9</b>	\$51,171	\$53,496
<b>10</b>	\$52,705	\$55,101
<b>11</b>	\$54,225	\$56,731

<b>APPENDIX B-10</b>		
<b>TEACHER ASSISTANTS</b>		
<b>EFFECTIVE 7/1/19-6/30/20</b>		
<b>Salary Step</b>	<b>Base</b>	<b>BA/MA</b>
1	\$36,041	\$37,681
2	\$36,763	\$39,001
3	\$38,302	\$40,042
4	\$39,949	\$41,765
5	\$41,706	\$43,604
6	\$43,589	\$45,569
7	\$45,587	\$47,659
8	\$48,952	\$51,176
9	\$51,427	\$53,763
10	\$52,969	\$55,377
11	\$54,496	\$57,015

**APPENDIX B-11**

**TEACHER ASSISTANTS**

**EFFECTIVE 7/1/20-6/30/21**

<b>Salary Step</b>	<b>Base</b>	<b>BA/MA</b>
<b>1</b>	\$36,311	\$37,964
<b>2</b>	\$37,039	\$39,294
<b>3</b>	\$38,589	\$40,342
<b>4</b>	\$40,249	\$42,078
<b>5</b>	\$42,019	\$43,931
<b>6</b>	\$43,916	\$45,911
<b>7</b>	\$45,929	\$48,016
<b>8</b>	\$49,319	\$51,560
<b>9</b>	\$51,813	\$54,166
<b>10</b>	\$53,366	\$55,792
<b>11</b>	\$54,905	\$57,443

**APPENDIX B-12**

**TEACHER ASSISTANTS**

**EFFECTIVE 7/1/21-6/30/22**

<b>Salary Step</b>	<b>Base</b>	<b>BA/MA</b>
<b>1</b>	\$36,765	\$38,439
<b>2</b>	\$37,502	\$39,785
<b>3</b>	\$39,071	\$40,846
<b>4</b>	\$40,752	\$42,604
<b>5</b>	\$42,544	\$44,480
<b>6</b>	\$44,465	\$46,485
<b>7</b>	\$46,503	\$48,616
<b>8</b>	\$49,935	\$52,205
<b>9</b>	\$52,461	\$54,843
<b>10</b>	\$54,033	\$56,489
<b>11</b>	\$55,591	\$58,161

<b>APPENDIX B-13</b>		
<b>TEACHER ASSISTANTS</b>		
<b>EFFECTIVE 7/1/22-6/30/23</b>		
<b>Salary Step</b>	<b>Base</b>	<b>BA/MA</b>
1	\$37,225	\$38,919
2	\$37,971	\$40,282
3	\$39,559	\$41,357
4	\$41,261	\$43,137
5	\$43,076	\$45,036
6	\$45,021	\$47,066
7	\$47,084	\$49,224
8	\$50,559	\$52,858
9	\$53,117	\$55,529
10	\$54,708	\$57,195
11	\$56,286	\$58,888

**APPENDIX B-14**

**TEACHER ASSISTANTS**

**EFFECTIVE 7/1/23-6/30/24**

<b>Salary Step</b>	<b>Base</b>	<b>BA/MA</b>
<b>1</b>	\$37,690	\$39,405
<b>2</b>	\$38,446	\$40,786
<b>3</b>	\$40,053	\$41,874
<b>4</b>	\$41,777	\$43,676
<b>5</b>	\$43,614	\$45,599
<b>6</b>	\$45,584	\$47,654
<b>7</b>	\$47,673	\$49,839
<b>8</b>	\$51,191	\$53,519
<b>9</b>	\$53,781	\$56,223
<b>10</b>	\$55,392	\$57,910
<b>11</b>	\$56,990	\$59,624

## APPENDIX C

### TEACHERS SALARY SCHEDULE BY-LAWS

1. Salary credit shall be granted for all graduate level courses leading to the attainment of a Master's or Doctorate degree.
2. Approval is unnecessary for all non-duplicating college graduate level courses taken in the teacher's subject or tenure area.
3. Approval is unnecessary for other courses leading to certification in a new tenure area.
4. Other courses, which are clearly relevant to the teacher's performance in the District, shall also receive salary credit.
5. Courses taken as indicated in one (1) through four (4) above shall only be approved for credit on the salary schedule if the submitted transcript is from a New York State accredited college, university, or its equivalent.
6. Teachers desirous of a review of course relevance should request such a review from the Superintendent or his/her designee prior to the initiation of study.
7. Salary credit shall be granted for in-service courses with prior approval by the Superintendent or his/her designee. Requests for approval must be submitted at least fifteen (15) days in advance of the in-service course registration.
8. Effective June 12, 2019, the accrual of in-service courses for salary credit will not be diminished by the Board of Education to fewer than 45 total credits. The maximum rate of accrual will not fall below nine credits per school year. This means that a teacher may accrue a maximum of nine in-service credits per school year and there is no minimum number of in-service credits that a teacher may accrue per school year.
9. For salary advancement requests submitted on or after July 1, 2019, approved in-service courses must be conducted for a minimum of 15 hours of instruction (excluding "break time" for each credit hour. 7.5 hours of instruction excluding "break time" are required for each half credit.
10. On-line, correspondence, and other classes that are not part of a college or university's regular degree-bearing program require prior approval by the Superintendent or his/her designee. Approval will not be unreasonably withheld if the course in question is non-duplicating, is directly related to a teacher's certification, requires seat time that conforms to Smithtown's Standard Uniform Practices (Section GCL- not to exceed 15 hours per credit), and is on par with other in-service-type courses. The accrual rate for classes of this nature shall be considered part of the accrual rate indicated in #8 above.
11. A certified letter from the Registrar stating that all requirements for a degree (Master's or Doctorate), including fees, are completed, the date such requirements were finally completed, and a clear statement that the student will, without question, be awarded the degree by the University at the next opportunity shall be acceptable in lieu of the transcript showing the

degree (Master's or Doctorate) was conferred. The date indicated by the Registrar as the completion date of all requirements shall be accepted as the date the degree was earned for the purpose of placement on the salary schedule.

12. Requests for advancement on the salary schedule should be made by submitting proof of completion of the requirements to move to the next column. Each teacher will maintain his/her course completion certificates and submit them in total at the time when the request of advancement is made. It is the teacher's responsibility to follow all requirements of this section pertaining to course work.
13. Advancement on the salary schedule shall take place at the beginning of four quarters (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>) for course work completed prior to the beginning of the quarter. Official notification (official transcript for college and university courses and course completion document for in-service courses) must be received by the Personnel Office no later than the first two calendar months of the quarter for salary schedule advancement at the beginning of that quarter. If official notification is received after the first two calendar months, the advancement on the salary schedule will commence at the beginning of the following quarter.
14. Prior to attaining placement on the "MA+15" column of the salary schedule (*i.e.* being on column BA, BA+30, or BA+60/MA) a teacher may move, unrestricted, to any column up to but not beyond the MA+15 column of the salary schedule in any given school year (July 1 through June 30<sup>th</sup>).  
  
In the school year during which a teacher is placed on the "MA+15" column of the salary schedule, he/she shall not be permitted to advance to any subsequent column of the salary schedule for the remainder of that school year. In any subsequent school year following the attainment of the "MA+15" column of the salary schedule, a teacher may advance a maximum of one (1) column per school year, except that a teacher achieving a Doctorate shall not be subject to this restriction in the year he/she attains the Doctorate.
15. For purposes of movement on the salary schedule, as per past practice, regardless of the number of credits needed to complete any particular Master's Degree program, said degree shall only move a teacher to the MA column on the salary schedule.
16. This schedule covers the state approved schedule of two hundred (200) days of service as determined by the negotiated schedule of vacations and holidays.
17. Unlimited years of prior service may be granted to a newly appointed Teacher. Credit for service beyond ten (10) years shall be at the discretion of the Board of Education. This policy is not retroactive.
18. Salary credit, not exceeding two (2) years, shall be granted for military service. Such credit shall be granted regardless of whether such military service interrupted education or not.
19. Guidance counselors shall be compensated at the rate of 1/200th of their annual salary per diem for each day worked beyond the schedule of vacations and holidays.

20. If a Teacher allows his/her provisional certificate to expire without acquiring a permanent certificate and if the District does not choose to bring disciplinary proceedings against that teacher under the tenure law, that Teacher shall not receive any service increment provided by the salary schedule until the beginning of the next school year after acquiring permanent certification. At that time, he/she shall, if eligible, advance not more than one (1) step annually and will not receive retroactive credit for the year or years during which he/she was uncertified.
21. Advancement to the next step on the salary schedule is contingent upon completion of ninety-two (92) days or more of service in the prior school year.
22.
  - i. Having completed a year on the maximum step of the salary schedule, Teachers will receive a longevity increase at the beginning of the third (3rd), sixth (6th), ninth (9th) and twelfth (12th) years of service.
  - i. Longevity increases shall be 4.4% of the then current MA-60 maximum step.
  - ii. Teachers at a maximum step and Teachers who arrive at maximum step with years of credit beyond twenty-five (25) will receive longevity increases for each three (3) years beyond twenty-five (25) up to a maximum of four (4) such increases. Teachers will not receive more than one (1) longevity increase per school year, but may receive longevity increases in consecutive years.
23. All ancillary salaries that were previously computed on BA step 1 shall heretofore be computed on BA Step 2 cell of the appropriate salary schedule.

## APPENDIX D

### BOARD OF EDUCATION'S PRESENT CLASS SIZE POLICY

The board is committed to maintaining class sizes which will impact student learning in a positive manner, subject to budget, personnel and housing limitations.

At the elementary level, where possible, Grades K-3<sup>rd</sup> shall not exceed twenty-five (25) students in a class and Grades 4<sup>th</sup>-5<sup>th</sup> shall not exceed thirty (30) students by the opening of school. Individual exceptions may be made at the recommendation of the Superintendent with consultation and approval of the Board of Education.

At the secondary level the following sizes for the different class types shall be considered normal where possible by the opening of school:

Regular classes	30
Limited facility	20
Remedial	20
Electives	*

\*Electives will not be offered unless twenty (20) or more students are enrolled for a given course/class while regular class size shall be the norm. If registration drops below eighteen (18) in an elective course/class by July 15<sup>th</sup> it will be cancelled. Individual exceptions may be made at the recommendation of the Superintendent with consultation and approval of the Board of Education.

Desired but underutilized (class size) courses shall be considered on an alternate year or semester basis in an attempt to reach enrollment norms.

Adopted by board of Education - May 9, 1989  
Amended by Board of Education - February 12, 1991  
Amended by Board of Education - May 28, 1991  
Amended by Board of Education - April 27, 1993

**APPENDIX E**

**STIPENDS FOR INTERSCHOLASTIC ATHLETICS  
2015- 2020**

2015-2016			
Schedule	Step I	Step II	Step III
A	8,400.43	8,897.83	9,395.22
B	7,284.06	7,781.45	8,278.85
C	6,095.84	6,593.23	7,090.63
D	5,305.54	5,802.93	6,300.32
E	4,973.94	5,471.33	5,968.73
F	4,172.58	4,669.98	5,167.37
G	3,664.14	4,161.53	4,658.92

2016-2017			
Schedule	Step I	Step II	Step III
A	8,463.36	8,964.48	9,465.60
B	7,338.62	7,839.74	8,340.86
C	6,141.50	6,642.62	7,143.74
D	5,345.28	5,846.40	6,347.52
E	5,011.20	5,512.32	6,013.44
F	4,203.84	4,704.96	5,206.08
G	3,691.58	4,192.70	4,693.82

2017-2018			
Schedule	Step I	Step II	Step III
A	8,526.90	9,031.78	9,536.66
B	7,393.72	7,898.60	8,403.48
C	6,187.61	6,692.49	7,197.37
D	5,385.41	5,890.29	6,395.17
E	5,048.82	5,553.70	6,058.58
F	4,235.40	4,740.28	5,245.16
G	3,719.30	4,224.18	4,729.06

2018-2019			
Schedule	Step I	Step II	Step III
A	8,569.46	9,076.86	9,584.26
B	7,430.62	7,938.02	8,445.42
C	6,218.49	6,725.90	7,233.30
D	5,412.29	5,919.69	6,427.09
E	5,074.02	5,581.42	6,088.82
F	4,256.54	4,763.94	5,271.34
G	3,737.86	4,245.26	4,752.67

2019-2020			
Schedule	Step I	Step II	Step III
A	8,612.32	9,122.26	9,632.20
B	7,467.79	7,977.73	8,487.67
C	6,249.60	6,759.54	7,269.48
D	5,439.36	5,949.30	6,459.24
E	5,099.40	5,609.34	6,119.28
F	4,277.83	4,787.77	5,297.71
G	3,756.56	4,266.50	4,776.44

2020-2021			
Schedule	Step I	Step II	Step III
A	8,676.92	9,190.69	9,704.45
B	7,523.80	8,037.57	8,551.33
C	6,296.48	6,810.24	7,324.01
D	5,480.16	5,993.93	6,507.69
E	5,137.65	5,651.42	6,165.18
F	4,309.92	4,823.68	5,337.45
G	3,784.74	4,298.50	4,812.27

2021-2022			
Schedule	Step I	Step II	Step III
A	8,785.45	9,305.64	9,825.83
B	7,617.91	8,138.10	8,658.29
C	6,375.23	6,895.42	7,415.61
D	5,548.70	6,068.90	6,589.09
E	5,201.91	5,722.10	6,242.29
F	4,363.82	4,884.02	5,404.21
G	3,832.07	4,352.26	4,872.46

2022-2023

Schedule	Step I	Step II	Step III
A	8,895.19	9,421.88	9,948.57
B	7,713.07	8,239.76	8,766.45
C	6,454.87	6,981.56	7,508.24
D	5,618.02	6,144.71	6,671.39
E	5,266.89	5,793.58	6,320.27
F	4,418.34	4,945.02	5,471.71
G	3,879.94	4,406.63	4,933.32

2023-2024

Schedule	Step I	Step II	Step III
A	9,006.46	9,539.73	10,073.01
B	7,809.55	8,342.82	8,876.10
C	6,535.61	7,068.88	7,602.16
D	5,688.29	6,221.57	6,754.84
E	5,332.77	5,866.05	6,399.32
F	4,473.60	5,006.88	5,540.16
G	3,928.47	4,461.75	4,995.03

APPENDIX F

SMITHTOWN CENTRAL SCHOOL DISTRICT

WAIVER AND GENERAL RELEASE AGREEMENT

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS AND A WAIVER OF ALL RIGHTS TO MAKE A CLAIM AGAINST THE SMITHTOWN CENTRAL SCHOOL DISTRICT, THE DISTRICT'S BOARD OF EDUCATION, THE MEMBERS OF THE BOARD OF EDUCATION, THE DISTRICT'S SUPERINTENDENT OF SCHOOLS, THE ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS, THE ASSISTANT SUPERINTENDENT FOR PERSONNEL AND THE DISTRICT'S OTHER OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES, THEIR PREDECESSORS AND SUCCESSORS, HEIRS AND ASSIGNS, AND ALL PERSONS ACTING BY, THROUGH, UNDER, OR IN CONCERT WITH ANY OF THE ABOVE. YOU HAVE AT LEAST 45 DAYS FROM THE DATE ON WHICH YOU ARE GIVEN THIS AGREEMENT TO DECIDE WHETHER YOU WISH TO SIGN IT. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT. IF YOU DO SIGN THIS AGREEMENT, YOU WILL THEN HAVE SEVEN CALENDAR DAYS TO CHANGE YOUR MIND AND TERMINATE THIS AGREEMENT, THEREBY RELEASING ALL PARTIES OF ANY OBLIGATIONS SET FORTH IN THIS AGREEMENT.**

This Waiver and General Release Agreement ("the Agreement") entered by and among the Smithtown Central School District and all of its current or former officers, employees, agents, successors, representatives and assigns including, but not limited to, the members of the District's Board of Education, the District's Superintendent of Schools, the Assistant Superintendent for Finance and Operations, and the Assistant Superintendent for Personnel ("the Employer").

WHEREAS, the District and the Smithtown Teachers Association ("the STA") entered into a Stipulation of Agreement dated May 23, 2019, adopting a Retirement Incentive ("the Incentive"), which was ratified and approved by the Board of Education on June 11, 2019, all of the terms and conditions of which are expressly incorporated into this Agreement as though fully and completely set forth in this Agreement; and

WHEREAS, pursuant to the terms and conditions of the Incentive, you represent that you meet the terms and conditions of the Incentive and that you have submitted an executed unaltered (except for inclusion of your name, address, date of signature, signature and effective date of resignation for retirement purposes) letter of resignation for retirement purposes from the District, in the form prepared by the District and attached to this Agreement, to be effective at the close of business on \_\_\_\_\_ [insert date on or between January 1, 2020 and June 30, 2024]; and

WHEREAS, as a condition of the District entering into the Incentive, and you being deemed an Eligible Employee pursuant to the Incentive, you have agreed to execute this Agreement without alteration of any kind, except for inclusion of your name, date of signature, signature and effective date of resignation for retirement purposes.

**NOW, THEREFORE**, based upon these mutual premises and agreements, which are incorporated herein as set forth above, you and the District agree as follows:

1. Assuming that the terms and conditions of the Incentive are met, and that you sign this Agreement without alteration (except for inclusion of your name, date of signature, signature and effective date of resignation for retirement purposes) and comply with the various terms and conditions in the Incentive and set forth herein, you will receive the benefit indicated in the Incentive.

2. Along with your execution of this Agreement, you will execute and file with Neil Katz, Assistant Superintendent for Personnel, a letter of resignation for retirement purposes effective at the close of business on \_\_\_\_\_, \_\_\_\_\_ [insert date on or between January 1, 2020 and June 30, 2024], using the unaltered (except for inclusion of your name, address, date of signature, signature and effective date of resignation for retirement purposes) form annexed to this Agreement, and pursuant to the terms and conditions set forth in the Incentive.

3. In exchange for the District's agreement to provide one-half of the benefit set forth in Paragraph "1" of the Incentive, you hereby release the Smithtown Central School District, the Board of Education, the members of the Board of Education, the District's Superintendent of Schools, the Assistant Superintendent for Finance and Operations, the Assistant Superintendent for Personnel and the District's other officers, agents, employees, attorneys and representatives, their predecessors and successors, heirs and assignees, and all persons acting by and through, under or in concert with any of the above ("the Releasees") from any and all claims, arising out of the Incentive or this Agreement, that you may have against the District and/or the Releasees until the time of the execution of this Agreement, regardless of whether those claims have been asserted or are known at the time of the execution of this Agreement. These include, but are not limited to, any claims of any form of discrimination that you may have pursuant to Federal, State or local law or regulation or District policy including, but not limited to, any proceeding, claim or action against the District or the Releasees pursuant to the New York Executive Law § 290 *et seq.*, the New York Civil Service Law, the New York Education Law, 42 U.S.C. § 2000e *et seq.*, 42 U.S.C. §§ 1983, 1985 and 1988, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Rehabilitation Act, and any claim for breach of contract or the STA collective bargaining agreement, or for infliction of emotional distress, pain and suffering, or any tort, as well as any claim for wages owed. This release does not apply to claims arising from the enforcement of this Agreement or any pending claims for workers' compensation benefits.

4. You further and specifically acknowledge that, in exchange for the other one-half of the benefit set forth in Paragraph "1" of the Incentive, you waive and release any claims that you have or may have against the District and the Releasees pursuant to the Age Discrimination in Employment Act including, but not limited to, those pursuant to the Older Workers' Benefit Protection Act. It is understood that this release does not apply to claims arising from the enforcement of this Agreement.

5. You agree not to file any claim or bring any lawsuit, directly or indirectly relating to any claim released in this Agreement. If you violate this promise, the District will be entitled to all reasonable attorneys' fees and court costs it is required to expend in its defense of any released or waived claim as well as any payments made pursuant to the Incentive.

6. Nothing in this Agreement including, but not limited to, the release of claims, prevents you from filing a charge or complaint with, or participating in, an investigation or proceeding conducted by any federal, State or local agency. By signing this Agreement, you waive any right to individual relief based on any claims asserted in a charge or complaint regarding the Incentive or this Agreement, except where a waiver of individual relief is prohibited.

7. You acknowledge that the District has made no representation to you as to the position of the Internal Revenue Service regarding the tax-deferred status of the contribution pursuant to the Incentive or as to the position of the TRS regarding whether any Internal Revenue Code § 403(b) contributions made pursuant to the Incentive will be included in your final average salary. The District will fulfill any applicable legal obligations in processing and reporting these contributions to the TRS. You will sign a release agreement prepared by the District indemnifying, saving and holding the District and any of its employees, representatives, officers and/or members of the Board of Education harmless against any and all claims, demands, suits or other forms of liability, including but not limited to, legal expenses, tax penalties or other remedies imposed by the IRS, that may arise out, or by reason, of any action taken or not taken by the District or any of its employees for the purpose of complying with this provision and/or the law.

8. This Agreement will not serve as evidence in any pending or future actions, claims, or controversies of any nature whatsoever, in law or equity, except as a complete bar to any claim, action or proceeding involving your employment relationship with the District or the Releasees, except for the purpose of enforcing this Agreement's terms, in which event it may be disclosed in an enforcement proceeding.

9. Nothing set forth in this Agreement will be construed in any way as precluding the District from fully cooperating with any administrative agency or related investigations concerning your employment with the District and the cessation thereof.

10. You understand and agree that payment of the benefits described in this Agreement is not required by law, the District/STA collective bargaining agreement, District policies and/or procedures.

11. You certify that you have carefully read this Agreement and fully understands each and every word and its meaning and full effect, including the release of claims, and this paragraph.

12. Your entering and signing of this Agreement has not been rushed in any way. You certify that you are voluntarily entering into this Agreement. You acknowledge that neither the District nor the Releasees nor any of the Releasees' agents, representatives, employees or attorneys has made any representations concerning the terms or effects of this Agreement, other than those contained herein. You confirm that

you have not relied in any way upon any belief that you may have that any representations have been made to you other than those specifically set forth in this Agreement.

13. You acknowledge that your waiver and release of rights and claims as set forth in this Agreement is in exchange for valuable consideration to which you would not otherwise be entitled to receive.

14. You represent and affirmatively state that you do not have any mental or physical illness or condition that would impair your ability to understand this Agreement and the promises, representations and releases contained herein. You further represent and affirmatively state that, at the time of the execution of this Agreement, you are not under the influence of any substance that would impair your ability to understand this Agreement and the promises, representations and releases contained herein, including those set forth in this paragraph.

15. You understand that you have seven calendar days after your execution of this Agreement within which to provide the District with written notice of revocation of this Agreement. If the written notice of revocation is not received by Neil Katz, Assistant Superintendent for Personnel, at 26 New York Avenue, Smithtown, NY 11787, by the close of business on the seventh day following your execution of this Agreement, the District agrees that, upon the expiration of the eighth day following your execution of this Agreement, and your compliance with all of the Incentive's terms and conditions, you will be deemed to be an Eligible Employee pursuant to the terms and conditions of the Incentive and this Agreement will become final, binding and irrevocable. YOU ACKNOWLEDGE THAT THE DISTRICT ADVISED YOU TO CONSULT WITH YOUR STA REPRESENTATIVE AND AN ATTORNEY BEFORE AGREEING TO AND SIGNING THIS AGREEMENT. You further acknowledge that attached to this Agreement is a listing of the ages and job titles of the individuals who are and are not eligible for participation in the Incentive.

16. This Agreement is made and entered into in the State of New York and will in all respects be interpreted, enforced and governed pursuant to the laws of New York State, but without regard to its conflicts of law principles. The venue of any action concerning this Agreement will be in Suffolk County, New York.

17. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties, even though one of the parties, through counsel, may have prepared a provision whose meaning or interpretation is in dispute.

18. If any provision of this Agreement is found to be unlawful, the remaining provisions will be deemed to be null and void as if they had never been made, and any monies paid to and/or the cash value of any benefits received by you pursuant to the terms and conditions of the Incentive will be immediately reimbursed to the District, with interest at the maximum rate established by law.

19. This Agreement may be executed in more than one counterpart, each of which will be deemed an original, but all of which will constitute one and the same instrument.

20. This Agreement may be executed with original signatures, in counterparts, or by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature.

21. This Agreement constitutes the entire agreement between you and the District, and supersedes any other agreements they may have previously reached. This Agreement, including this provision, may be changed only in a writing signed by the parties and ratified by the District's Board of Education.

**PLEASE CAREFULLY READ AND CONSIDER THIS AGREEMENT BEFORE EXECUTING IT. THIS WAIVER AND GENERAL RELEASE AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

FOR THE DISTRICT:

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_

Sworn to before me this  
\_\_ day of \_\_\_\_\_ 20\_\_

Sworn to before me this  
\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

\_\_\_\_\_, 20\_\_

INSERT NAME  
INSERT ADDRESS

Dear \_\_\_\_\_:

Pursuant to the terms and conditions of the May 23, 2019 STA Retirement Incentive offered by the Smithtown Central School District, please accept this as my letter of resignation for retirement purposes from the District, effective at the close of business on \_\_\_\_\_, 20\_\_ [insert date on or between January 1, 2020 and June 30, 2024].

I understand, and represent to you, that my decision to submit this letter is made voluntarily and of my own free will.

Sincerely,

\_\_\_\_\_

The following STA Unit Members **will** be given the opportunity to participate in the Retirement Incentive

<u>Age as of 7/1/19</u>	<u>Number of Employees</u>
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	0
33	0
34	0
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	24
52	16
53	15
54	15
55	22
56	16
57	16
58	17
59	15
60	8
61	8
62	13
63	5
64	6
65	5
66	3

67	1
68	2
69	1
70	0
71	1
72	0
73	0
74	0
75	0
76	3

The following STA Unit Members **will not** be given the opportunity to participate in the Retirement Incentive

<u>Age as of 7/1/19</u>	<u>Number of Employees</u>
23	1
24	4
25	5
26	3
27	5
28	17
29	7
30	9
31	10
32	8
33	9
34	19
35	19
36	22
37	17
38	31
39	20
40	32
41	33
42	39
43	35
44	44
45	28
46	46
47	31
48	47
49	42
50	22
51	0
52	0
53	0
54	0
55	0

56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
76	0

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