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#### **Contract Database Metadata Elements**

Title: **Randolph Academy Union Free School District and Randolph Academy Professional Association, New York State United Teachers (NYSUT) (2010)**

Employer Name: **Randolph Academy Union Free School District**

Union: **Randolph Academy Professional Association, New York State United Teachers (NYSUT)**

Local:

Effective Date: **07/01/2010**

Expiration Date: **06/30/2011**

PERB ID Number: **6581**

Unit Size:

Number of Pages: **29**

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**AGREEMENT**

**BETWEEN**

**RANDOLPH ACADEMY UNION FREE SCHOOL DISTRICT**

**AND THE**

**RANDOLPH ACADEMY UFSD PROFESSIONAL ASSOCIATION**

**JULY 1, 2010 – JUNE 30, 2011**

# PROFESSIONAL STAFF

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## ARTICLE I

### 1.01 PROFESSIONAL STAFF

#### RECOGNITION STATEMENT:

Randolph Academy UFSD Professional Association (formerly the Randolph Academy UFSD Teachers Association) is the only recognized bargaining unit for professional instructional and non-instructional professional staff, including Teaching Assistants.

This Agreement made by and between the Randolph Academy UFSD hereinafter referred to as the "District" and the Randolph Academy UFSD Professional Association hereinafter referred to as "the Association", it is hereby agreed as follows:

The District recognizes that the Association is supported by the majority of unit members in a unit composed of all full and part time professional instructional and non-instructional staff, excluding substitute teachers, including Teaching Assistants.

The District agrees not to negotiate with any other unit member, group of unit members, or organization claiming to represent unit members other than the Randolph Academy UFSD Professional Association during the entire life of this Agreement.

Contract Duration: 1 Year, JULY 1, 2010 – JUNE 30, 2011

### PROFESSIONAL STAFF

#### 1.02 PART-TIME PROFESSIONAL TEACHING STAFF

The areas of salary leave time and group medical insurance (see "Health Insurance") will be prorated according to the amount of time the part-time unit member, other than substitute unit member, is employed per week.

## ARTICLE II

### 2.01 SALARIES

Unit members will be hired at a salary commensurate with prior experience and qualification. The school nurse will be permanently placed on the salary step schedule. (see attached salary schedule Appendix A).

#### 2.02

Graduate hours will be credited and payable if submitted by October 1st and February 1st upon satisfactory completion of course work as evidenced by an official grade report or transcript.

Option 1: Payment for graduate hours added to base pay: Fifty three Dollars (\$53) per hour in blocks of three (3) for graduate work leading to permanent certification, and Five Hundred Dollars (\$500) for unit members holding a Masters Degree.

Option 2: As an alternative to the addition to base pay described in the preceding paragraph, the member may elect to receive a one-time reimbursement at the State University tuition rate for any or all graduate work leading to permanent certification. Any hours for which tuition is reimbursed as described by this paragraph shall not be eligible for the addition to base pay as described in the preceding paragraph. Tuition reimbursement shall be made in the school semester following satisfactory completion of a course or courses.

All unit members must obtain prior approval from the Superintendent for any course work for which additional salary credit will be claimed. The following types of course work at an accredited college or university shall not require prior approval:

- a) courses in the member's certification and/or tenure area;
- b) education courses;
- c) courses required as part of an advanced degree program in the member's certification and/or tenure area;
- d) courses taken as part of an approved sabbatical program.

### 2.03

An inservice course (with Superintendent's approval) shall be considered as a one (1) credit course. These course credits may accumulate in blocks of three (3). Payment shall be made at the rate determined for graduate hours. (see No. 2.02 above).

### 2.04

Payments for graduate hours and Masters Degree will only be made if earned at a duly accredited college or university. The graduate hours and Masters Degree shall be in the field of special education or related field.

### 2.05

The District will pay one-half (1/2) tuition at the State University tuition rate for up to thirty (30) hours of related course work beyond permanent certification, upon satisfactory completion of course work as evidenced by an official grade report. If an employee obtains an additional certification at the District's request, then the District will pay for the additional coursework at the full tuition rate.

2.06

If a pay period falls during a vacation period, pay checks will be mailed.

2.07

Unit members may choose between twenty-two (22) and twenty-six (26) pay periods during the school year. The first paycheck of the school year will be for actual days worked, including the payday. The remainder of the salary for the school year will be paid in equal installments based on the number of pay periods elected.

Unit members employed during the summer will be paid during the first week of summer school for actual days worked, including the payday. Subsequent pay periods will be a maximum of two (2) weeks in length, for actual days worked.

2.08

Salary checks will reflect the usual Federal and State income taxes and social security deductions as required by law.

2.09

Unit members may choose the option of direct deposit, in which case their pay would be directly deposited into appropriate accounts with the CCSE Federal Credit Union, Jamestown Credit Union, Cattaraugus County Bank, Community Bank (Olean and Randolph), North West Savings, M&T Bank (Jamestown), HSBC (Jamestown), National City Bank (Warren), and Charter One.

2.10 Supervising Teacher Compensation

The Supervising Teaching position will be annually posted and filled as per Section 10.07 of the Collective Bargaining Agreement. A supervising teacher has the option to be paid a Twelve-Hundred Dollar (\$1200.00) stipend or to choose ninety minutes (90) of release time per week during the school year. The teacher choosing release time must notify the District in advance and provide the district with a consistent weekly release time schedule that he/she intends to use for the regular school year. The teacher choosing the stipend may choose to have the pay equally divided into twenty (20) pays or to receive one (1) payment at the end of the school year. The Supervising Teacher will be paid a stipend of Two-Hundred and Forty Dollars (\$240.00) for Summer School.

## 2.11 EXTRA CURRICULAR ACTIVITIES ADVISORS:

Equestrian Club	\$ 2000	
FCCLA Advisor	\$ 1000	
Yearbook Advisor	\$ 1000	
Senior Class Advisor	\$ 1000	Plus overnight stipend
Fair Coordinator	\$ 400	
Chaperones (EXCLUDING PROM)	\$ 15.00	per hour
Timber Wolf Advisor/Summer	\$ 525	
Team Leader	1000	

	A	B	C	D	E
Steel Band Director	\$2500	\$3123	\$3746	\$4369	3% Additional/Year
Assistant Band Director	\$1690	\$2125	\$2561	\$2996	3% Additional/Year
Basketball Coach	\$2486	\$3101	\$3715	\$4330	3% Additional/Year
Assistant Basketball Coach	\$1690	\$2125	\$2561	\$2996	3% Additional/Year
Boys Track Coach	\$1816	\$2285	\$2751	\$3219	3% Additional/Year
Girls Track Coach	\$1816	\$2285	\$2751	\$3219	3% Additional/Year
Assistant Track Coach	\$1235	\$1554	\$1870	\$2189	3% Additional/Year
Cross Country Coach	\$1816	\$2285	\$2751	\$3219	3% Additional/Year
Assistant Cross Country Coach	\$1235	\$1554	\$1870	\$2189	3% Additional/Year
Timber Wolf Advisor	\$3500	\$4000	\$4500	\$5000	3% Additional/Year (up to \$5500)

The above positions will be posted annually by June 1<sup>st</sup> and appointments will be made at the August BOE meeting, excluding the Timber Wolf Advisor/Summer position. The Summer Timber Wolf Advisor will be the person appointed in the 10-month position unless that person refuses that appointment.

Appointments of the above positions will be made based on prior experience in the position applied for, with consideration for past performance.

Ten-month advisors will have the option of receiving payments in 20 equal pays or a one lump sum payment at the end of the school year. Coaches will have the option of receiving a 50% payment midway through the season and/or the balance at the end of the season.

## 2.12

Newly appointed members of the professional staff, previously employed within the District will keep their continuous years of service to the District for the purpose of longevity pay.



## 2.13 LONGEVITY AWARDS

Unit members hired prior to July 1, 2005, whose step is greater than years of service to the District, will maintain their place in the step schedule as per practice and continue to receive annual longevity awards where years of service equal step.

<u>On Step</u>	<u>Annual Award</u>
6	\$1000 annual award
11	\$1000 additional annual award
16	\$1500 additional annual award

However, unit members whose step level is less than their credited years of service to the District, and for those unit members hired after July 1, 2005, annual longevity awards will equal years of service to the District, regardless of Salary Step level.

The annual longevity award will begin after five years of service, will be paid in the sixth year and will continue as follows:

<u>Year of Longevity Award</u>	<u>Annual Award</u>
6	\$1000 annual award
11	\$1000 additional annual award
16	\$1500 additional annual award

Unit members with fifteen (15) or more years of service in the District and who are eligible for full retirement within three (3) years will, upon written notification to the District of intent to retire within three (3) years or less, will receive an additional one thousand dollar (\$1000) longevity award for each of the unit member's three (3) or less remaining years of employment. [However, the one (1) Unit member who receives payout under Article IV, Section 4.01 HEALTH INSURANCE, paragraph 12 will not be eligible for this benefit.]

Teacher Assistants will be entitled to 75% / 70% of the annual longevity awards at designated steps. (See section 16.01)

## 2.14 AFTER SCHOOL TUTORING

The After School Tutoring Position will be recognized as a bargaining unit position and will receive the following benefits:

1. Compensation for the After School Tutoring Position will be twenty five dollars (\$25) per hour for certified teachers; twenty dollars (\$20) per hour for teacher assistants; and fifteen dollars (\$15) per hour for uncertified teachers hired as After School Tutors.

2. The After School Tutoring Position shall be posted as per Article 10 Paragraph 10.07 of the Collective Bargaining Agreement in addition to qualified unit members who apply shall be given the position based on seniority. Preference will be given to unit members over outside applicants for the position.

### ARTICLE III

#### 3.01 SCHOOL YEAR

The school year shall consist of one hundred eighty-two (182) days for the unit members.

However, for 2010-2011 only, the school year shall consist of one hundred eighty days (180) days, with one day of the two day adjustment to be deducted from staff development days. Accordingly, base salary for 2010-2011 will be adjusted as follows:

- a) Each unit member's 2010-2011 base salary will be adjusted to reflect the 180 day work year.

*For example:*

*Base Salary – 2/182 (Base Salary) = Adjusted 2010-2011 base salary*

*\$40,000 – 2/182(\$40,000) = \$39,560.44*

- b) In January 2011, the Superintendent and Association President and/or their designees will meet to reconsider one of the two adjusted days. Contingent upon mutual agreement and ratification, the 2010-2011 work year may at that time be re-adjusted to include one hundred eighty one (181) days, with each unit member's base salary re-adjusted accordingly [Unit member's base salary – 1/182(base salary) = Re-Adjusted 2010-2011 base salary].
- c) Any subsequent raise negotiated between the parties will be based upon the salary schedule and not the 2010-2011 adjusted and/or re-adjusted salaries.

#### 3.02 WORK DAY

The school day for unit members shall be from 8:00 a.m. to 3:00 p.m. The workday for the CSE Chairperson and School Psychologist shall be from 9:00 a.m. to 4:00 p.m.

All teachers except the resource room teacher, will be assigned no more than seven (7) periods of duty per day which shall include no more than six (6) periods of classroom instruction. Each teacher shall be provided a minimum of forty-five (45) minutes per day duty-free for planning between 8:00 a.m. and 3:00 p.m. Planning periods for the resource room teacher will be scheduled as administratively possible.

Unit members will be provided a thirty (30) minute duty free lunch period. Unit members may leave the campus for personal business during their assigned lunch period only. Unit members leaving the campus during lunch must sign out and back in at the main office.

Time Tally: Counselors whose duties require home visits or other visits to home school districts after regular working hours will be released during their regular employment hours for an equivalent amount of time to be scheduled with the approval of the principal. The counselor must use their "time tally" release within thirty (30) days of the visit.

## ARTICLE IV

### 4.01 HEALTH INSURANCE

1. As of January 1, 2010, the Allegany-Cattaraugus School Medical Health Plan PPO will no longer be available through the District. The Board of Education of the Randolph Academy Union Free School District agrees to provide the members with the Allegany-Cattaraugus School Medical Health Point of Service Plan (POS), and prescription co-pay of Two Dollars (\$2.00) generic, Twenty Dollars (\$20.00) preferred, and Thirty-Five Dollar (\$35.00) non-preferred. Mail order is available under the three-tier plan: ninety day supply for double co-pay. The POS plan documents in effect as of July 1, 2008 are herein incorporated by reference.

2. Any change in health insurance benefits which is, in the judgment of the Association, a diminishment of the benefits—in effect as of July 1, 2008, shall not take effect until a negotiated agreement on such change has been reached.

3. The medical records of each participant member (and covered dependent) are absolutely confidential, and, as such, will not be released to any person(s) without the express written consent of the individual employee or dependent.

4. The District will pay ninety three percent (93%) of the cost of the POS for full time members. The District will pay a prorated amount up to ninety three percent (93%) for unit members employed part time.

5. For those members receiving basic health coverage as described above, the District will provide dental coverage in the amounts in effect on June 30, 1999. The District will pay ninety three percent (93%) of the premium cost for such coverage. Members who elect the stipend provided under Paragraphs 8. or 12. of this ARTICLE may participate in the dental coverage at their own expense, which may be deducted from the member's regular salary, or from his/her stipend. Written notice of such election shall be provided no later than June 1 preceding the July 1 effective date of participation in the coverages.

6. The District agrees to negotiate the terms of a Member Benefit Fund to administer the supplemental coverages described in paragraph 6 above. The District's

contribution for supplemental coverages provided under a Member Benefit Fund shall remain as provided in paragraph 6 above.

7. The District will provide a stipend of Two Thousand Dollars (\$2,000.00) annually to any employee who is eligible for and elects to forego coverage in the medical plan. Employees ineligible for medical coverage because of their relationship to another employee who is covered by the medical plan would also receive the Two Thousand Dollars (\$2,000.00) stipend annually.

8. The stipend for foregoing medical insurance shall be payable at the rate of One Hundred Dollars (\$100.00) per pay period for twenty (20) pay periods beginning in September. The stipend is not to be included in the base salary. An employee who works less than the full school year between September 1 and June 30 will have their stipend pro-rated for the period of their employment.

9. Except for new hires, an employee who intends to begin insurance coverage or who intends to start collecting the stipend provided in paragraph 8. above, shall notify the District in writing of such intent no later than June 1, and such change of status shall begin effective the following July 1. Thereafter, the employee's status shall remain unchanged until written notification of another change of status is received by June 1 prior to the July 1 effective date. An employee who undergoes a change of family status which necessitates a change in insurance status shall notify the District in writing of such change in family status, and the change in insurance status shall go into effect as soon as practical.

10. Except as otherwise provided in this Agreement, retirees may continue participation in the insurance provisions above at their own expense.

11. Grandfathering provision: Only the unit member who has met the criteria herein and who as of June 22, 2009 has commenced collecting the following benefit will be eligible for this benefit. No other member will be eligible. Once this unit member collects this paragraph 12 benefit in its entirety, this paragraph 12 provision will terminate. Accordingly, this qualified member is eligible for the following benefit which will terminate upon his/her full acceptance. Unit members with ten or more years of service in the District and eligible for full retirement within five years may, upon notification to the District of intent to retire within five years or less choose from one of the options below:

- A. Payment as salary the premium rate in effect on the date of such notification, for the Allegany/Cattaraugus Schools Medical Health Plan family coverage if the member chooses no medical coverage;
- B. Payment as salary the difference between family rate of the Allegany/Cattaraugus Schools Medical Health Plan family coverage, and the family rate of a less expensive medical coverage provided under the terms of this Agreement and selected by the member.

C. The parties make no claim or representation as to the applicability of this provision to any pension calculation.

Unit members shall not be eligible for this benefit if they or their spouses receive a stipend under Paragraph 8 of this ARTICLE.

12. At the Superintendent's and/or the Association President's request, the Superintendent and his/her designee(s) and the Association President and his/her designee(s) will meet to discuss and review new health insurance plan(s) that may become available to the District.

13. The District will provide First Unum Long Term Disability Coverage (90 Day Exclusion) and life and accidental death and dismemberment ("ADD") coverage for eligible members.

#### 4.02

The District will establish an IRS 125 Plan for members administered by SIEBA, Inc. The District to pay administrative costs, and any money left at the end of the year will be applied to paying the administrative fee for the next year. Such Plan shall have all four (4) types of accounts. In the Unreimbursed Account, probationary teachers can contribute up to Five Hundred Dollars (\$500.00) per year; tenured unit members up to Five Thousand Dollars (\$5,000.00) per year, toward health care. In the Dependent Care Account, the limit is to be Five Thousand Dollars (\$5,000.00) per year, for any member. The Plan will also provide a health insurance buy-out account. The Plan year will begin on October 1 of each school year.

#### 4.03 SELF FUNDED MEDICAL ELIGIBLE REIMBURSEMENT PLAN (MERP)

Effective July 1, 2005, the District shall maintain a medical eligible prescription reimbursement Plan (MERP) administered by SIEBA, Inc. The District will be responsible for all administrative fees and operating expenses affiliated with the Plan. The purpose of the Plan is to reimburse bargaining unit members eligible for the (POS) under Article IV of the collective bargaining agreement. The reimbursement will be for the purchase of prescription drugs under the three-tier co-pay of \$2.00 generic/\$20.00 preferred/\$35.00 non-preferred brand name.

The MERP Plan year will begin on July 1-June 30th of each school year. The District's annual contribution will be \$10,000 and will be placed in the MERP plan on July 1 of every school year. Commencing with the new enrollment period of July 1, the procedure for reimbursement will require eligible employees to use the appropriate claim forms from SIEBA, Inc. The required form along with pharmacy receipts(s) and major medical receipts if applicable must be sent to SIEBA, Inc. Receipts must be received as per current plan.

For those employees enrolled in the (POS): In conjunction with the District's prescription drug coverage, the supplemental prescription reimbursement plan will reimburse the participant so the actual cost to the participant is \$10.00 (ten dollars) for each non-generic prescription and one (\$1) dollar for each three (3) month supply of a prescription drug purchased through the mail order prescription plan.

As of June 30<sup>th</sup> of each year, any balance remaining in the Plan will roll over into the following school year that begins on July 1<sup>st</sup>. In the event that the member's usage exceeds the District balance of \$10,000, the District agrees to contribute necessary funds to balance the account.

A committee will be established consisting of the Superintendent and two members of the RAPA appointed by the President, to annually oversee the district contributions and review the performance of the medical eligible reimbursement plan.

#### 4.04 NEW DIRECTIONS EMPLOYEE ASSISTANCE PROGRAM

1. The District will pay 100% of the cost for the Employee Assistance Program (EAP).
2. Employee utilization of the EAP is voluntary and optional.
3. The District agrees that the EAP will not be used as a referral for discipline of bargaining unit members.
4. The District and the Association mutually agree to establish a committee consisting of the Association President and two other bargaining unit members in addition to the superintendent to review the New Directions EAP. The committee will meet no later than March 15<sup>th</sup> for the purpose of evaluating the plan service, costs, and the exploration of the other available EAP Administrators and programs.
5. Any change in the EAP benefit which is a diminishment of Benefits in effect as of July 1, 2002, shall not take effect until a negotiated agreement of such change has been reached.

ARTICLE V

5.01 BENEFIT LEAVE

A. A Benefit Day may be used by notifying the supervisor or other designated personnel of the desire to utilize the Benefit Day. Unit members are encouraged to provide as much notice as possible of the intent to use a Benefit Day.

B. Benefit Days must be used when absent from work until the total is exhausted. Unit members (10 and 12 month) will be charged two (2) days for everyday absent from work the day immediately preceding, or the day immediately following the holidays of Thanksgiving, Christmas, and Spring Break. (With exception of a legitimate written excuse from a medical professional, not to include routine medical/dental appointments with the Superintendent's approval.)

C. There is no limit on accumulated sick leave. Accumulated sick leave may not be used until a member has exhausted his/her yearly allotment of Benefit Days available. Any half benefit day remaining at the end of a school year will be added to accumulated sick leave. Accumulated sick leave may be used for personal illness or illness in the employee's immediate family. Immediate family is defined as spouse, child and his/her spouse, mother/step mother, father/step father, brother/step brother, sister/step sister, grandparent/step grandparent, grandchild/step grandchild, mother-in-law, father-in-law, step-child, foster-child, exchange student, and legal dependents.

D. A maximum of three (3) benefit days can be used during the summer session. Accumulated sick leave may be used during the summer session with the Superintendent's approval, which shall not be unreasonably withheld.

E. 10 Month Employees receive 14 Benefit Days per year with accumulation as follows:

Days Used	Days Accumulated as Sick Leave
0	19
1	19
2	19
3	16
4	13
5	10
6	8
7	7
8	6
9	5
10	4
11	3
12	2
13	1
14	0

F. 12 Month Employees (and 10 Month Employees who work the summer) receive 16 Benefit Days per year with accumulation as follows:

Days Used	Days Accumulated
0	22
1	22
2	22
3	18
4	17
5	15
6	13
7	12
8	9
9	7
10	6
11	5
12	4
13	3
14	2
15	1
16	0

#### G. GUIDED GROUP INTERACTION – FACILITATOR AND OBSERVER

All positions for Facilitator and Observer shall be posted. Positions will be filled with volunteers given top priority. To compensate for the added responsibility Facilitators will be paid four hundred dollars (\$400) for the ten (10) month school year and Note-taking Observers will be paid two hundred dollars (\$200) for the ten (10) month school year. Summer School Facilitators will be paid sixty five dollars (\$65) for the summer session, and Note-taking Observers will be paid thirty two dollars and fifty cents (\$32.50) for the summer session.

#### 5.02 SICK LEAVE BANK

1. A sick leave bank shall be available to unit members. Only members of the sick leave bank may utilize the bank. Unit members may join the bank by contributing one (1) benefit day or one (1) accumulated sick day to the bank. A unit member must be a member of the sick bank for a period of no less than three (3) months before withdrawing any days from the bank. When the sick bank reserve falls below twenty-five (25) days, bank members may be assessed one (1) additional day of sick leave. The maximum contribution per school year shall be two (2) sick leave days per bank member. Any assessment for the sick leave bank will be subtracted from the member's accumulated sick leave, not from the benefit day allotment. If no accumulated days exist, members may be assessed from yearly allotted benefit days.



2. Bank members may withdraw a maximum of twenty-five (25) days per school year, and a lifetime maximum of fifty (50) days. Before withdrawing days from the bank, a bank member must first exhaust all accumulated sick leave days and wait a period of at least five (5) working days without pay. Sick leave bank days may be used for personal injury or sickness of the employee or sickness, injury, or death in the employee's immediate family. For definition of immediate family refer to 5.01 section C.

3. A physician's statement must be provided when used for injury or sickness. The sick bank will be administered by the Association and implemented by the District.

4. Membership in the sick bank continues for the duration of employment.

### 5.03 INCLEMENT WEATHER DAYS

Two (2) accumulated sick days will be allowed to be used for inclement weather days if a school district falling between the unit member's home and our school is closed due to adverse weather conditions.

### 5.04 BEREAVEMENT LEAVE

Unit members shall be allowed time off from duties for five (5) days per year, without loss of pay or use of benefit days, in the event of death in the member's immediate family. For definition of family refer to section 5.01 section C. The Superintendent may grant additional days under extenuating circumstances. The Association agrees not to grieve the Superintendent's decision. Bereavement leave is not accumulative.

### 5.05 PROFESSIONAL VISITATION DAYS

Unit members may be granted with approval of the principal, two (2) professional/visitation days per unit member, per school year.

## ARTICLE VI

### 6.01 NEW YORK STATE TEACHERS' RETIREMENT

All eligible unit members will be members of the New York State Teachers' Retirement System.

## 6.02 OTHER BENEFITS

All employees will be covered under social security, workmen's compensation, and disability benefits insurance as required by law.

## ARTICLE VII

### TERMINAL PAY PLAN

#### 7.01

To be eligible for terminal pay, a member must be eligible to retire under the applicable retirement system.

#### 7.02

Terminal pay to be based on sixty percent (60%) of the unit member's accumulated sick days on the unit member's last day of work in the year of retirement. Payment to be made in a 403-b account established by the unit member in accordance with Law, Regulation and District Plan Rules. Deduction of the applicable retirement system rate of contribution will be made from the check.

#### 7.03

A unit member, to become eligible, must submit a letter of resignation not less than ninety (90) days prior to the effective date of retirement.

#### 7.04

Pay to be based upon a rate of one-one hundred eighty-two (1/182) of the salary of step one of the Bachelors schedule in the year of retirement for each eligible day.

#### 7.05 Death In-Service

In the case of a member who dies while in the employment of the District and has minor children, the District shall pay the benefit described in ARTICLE VII, Section 7.03, to the member's survivors. This benefit shall be payable in health insurance coverage only, and shall be paid until such benefit is exhausted or the child reaches 21 years of age, whichever comes first

## ARTICLE VIII

### 8.01 SUMMER SCHOOL

- a. The summer employment period shall consist of up to thirty (30) days. The District retains the discretion to schedule said days as required by the needs of the District. The following positions will be employed during the summer employment period:
  - i. Support Center Coordinator
  - ii. Guidance counselor
  - iii. Psychologist
  - iv. Nurse
  - v. CSE Chairperson

Other summer positions shall be posted as follows.

- b. All summer employment shall be made at the discretion of the Board in accordance with education law and appropriate provisions of this Agreement.
- c. Summer employment positions shall be up to thirty (30) days in duration. Such positions shall be posted by May 15th, and unit members will have up to ten (10) school days to apply for posted positions. The District will notify unit members by June 15th, regarding their summer employment.
- d. Unit members employed within the District will receive priority by seniority (District service) in filling summer employment positions within their specific certified subject areas.
- e. The school day shall be from 8:00 a.m. to 2:30 p.m.
- f. The rate of pay for unit members employed during the summer session shall be a per diem rate of pay based upon 1/182 of the salary schedule for the fiscal year that includes the summer school program.
- g. A maximum of three (3) benefit days can be used during the summer session. Accumulated sick leave may be used during the summer session with the Superintendent's approval, which shall not be unreasonably withheld.
- h. Unit members employed for summer only will be paid on a pro-ration of Step 1 of the base salary schedule. Unit members employed for summer school only will be paid on the first Thursday of summer school, for days worked, including the pay day. The remainder of their salary paid will be paid in three (3) equal installments

- i. Staff who plan to retire and submit a letter to the district of such intention three years prior to the date of retirement will be guaranteed summer employment.
- j. This provision is not applicable to unit members hired to teach summer school only.

## ARTICLE IX

### 9.01 LEAVES

Leaves of absence may be requested by tenured unit members or after completion of three (3) years of employment for the nurse for a period of up to one year without pay. Health care benefits may be continued at the unit member's expense.

### 9.02

Child rearing leave may be granted for up to one (1) year for unit members. This shall also apply to an adoption of a child. Health care benefits may be continued during the leave at the unit member's expense. A unit member who desires child care leave shall give written notice to the Superintendent at least sixty (60) days prior to the exercise of such leave and within thirty (30) days of returning from such leave. The notice requirements may be waived by mutual agreement. Leaves shall terminate on the last day of a school semester.

### 9.03

Upon returning from a leave without pay, unit members will be reinstated in their previous position or in a comparable position. Unit members who completed ninety (90) or more days of paid service in the school year in which the unpaid leave began will be given salary step credit according to the salary schedule for that year. Unit members who completed less than ninety (90) days of paid service in the school year in which the unpaid leave began will not receive salary step credit according to the salary schedule for that year.

### 9.04

Unit members with tenure can request a sabbatical leave after seven (7) years of employment. Sabbatical leave would compensate the unit member at the rate of one-half (1/2) the regular annual salary payment upon the agreement that the unit member will return to the school of employment for no less than two (2) years after the leave. Unit members granted such leave will be compensated providing they sign a promissory non-interest bearing note. If the unit member does not fulfill the two- (2) year

employment requirement, this promissory note will be used as terms of repayment to the employer. The sabbatical may be granted to any tenured unit member.

Unit members who have been granted sabbatical leave will be reinstated in their previous position or in a comparable position on their return and will be credited with one salary step or equivalent percentage raise for the year. The sabbatical leave will be used for only a post Masters Degree bearing program, i.e. second Masters, certificate of advanced study, Doctorate, etc.

## ARTICLE X

### MISCELLANEOUS

#### 10.01 PERSONAL INJURY BENEFITS

Whenever an employee is absent from school as a result of a personal injury caused by an assault occurring in the course of his/her employment, and the employee applies for Workers Compensation, the employee will be paid full salary for the period of such absence but not to exceed six (6) months. Any Workers Compensation award payments during this period will be reimbursed to the District. No part of such absence during the six- (6) month period will be charged to his annual benefit days or accumulated sick leave.

The District will reimburse employees for the reasonable cost of any clothing, replacing or repairing dentures, eyeglasses, hearing aid or similar body appurtenances or other personal property not covered by Worker's Compensation, damaged or destroyed as a result of an assault suffered by an employee while in the discharge of his duties within the scope of his/her employment.

An employee, who is injured in the course of his/her employment, but not as a result of an assault, shall have the right to utilize sick leave while physically unable to work. Any Workers Compensation award payments collected by the employee while on sick leave shall be reimbursed to the District. An employee who is eligible for an award of Workers Compensation payments shall have refunded to him/her any sick leave used as a result of the injury on a day for day basis for any days the District was paid under the award.

#### 10.02 OBSERVATIONS AND EVALUATIONS

Either the Principal or Superintendent will make informal observations on an ongoing basis, through visits to classrooms and group counseling sessions. Feedback from these observations may result in "Informal Observation Notes" that will be shared

with the teacher or counselor but will not be entered into the unit member's personnel file.

Either the Principal or Superintendent will conduct a formal evaluation of each unit member every year. A master copy of all evaluation forms will be provided to the Association. Each non-tenured unit member will be evaluated two (2) times per year. Tenured unit members will be evaluated one (1) time per year. A copy of the written evaluation will be provided to the unit member and the unit member will be given the opportunity to discuss the evaluation within fifteen (15) school days of the written evaluation date. A copy signed by unit member and evaluator shall be placed in the unit member's personnel file.

#### 10.03 EQUAL EMPLOYMENT OPPORTUNITY

The parties specifically agree that all provisions of this agreement shall be equally applied to all unit members without regard to sex, age, race, creed or national origin.

#### 10.04 RESIGNATION OF EMPLOYMENT

Unit members are required to give thirty (30) days notice from the date of the last day of employment. This must be done in writing.

#### 10.05 STAFF DEVELOPMENT

1. The District will attempt to provide for staff development through regular in-service training programs and attendance at conferences and seminars.

2. There will be regular staff meetings and/or conferences with staff for the purpose of discussing and presenting problems or specific cases with the professional staff of the school and/or Randolph Children's Home. Representatives of all departments may be required to attend.

3. Attendance at in-service and institutes on special education or related subjects may be authorized by the Superintendent.

#### 10.06 SCHOOL CLOSING POLICY

The closing of the school is the direct responsibility of the Superintendent of Schools. In the event of a school closing, all employees of the Randolph Academy Union Free School District will be notified of the closing by telephone (see emergency

calling list). In the event of a telephone system failure, members are directed to listen to local television and radio closing broadcasts. Unless otherwise notified, all employees are required to report to work for duty.

If an employee does not report to work for any reason (excluding contractual leave time), that employee will be docked in pay accordingly.

#### 10.07 OPENING/VACANT POSITIONS

All openings, vacant positions and newly created positions will be posted on the bulletin board in the staff room as well as the District network, provided such network is available to the District. All qualified unit members shall be given adequate opportunity to make application for such positions and openings.

#### 10.08 PERSONNEL FILE

A single personnel file will be kept for each unit member. The unit member will be given notice of materials of a critical or evaluative nature to be placed into the file. The member shall have the right to access the file and shall have the right to place in the file a rebuttal to anything appearing therein. A unit member's personnel file will be made available within twenty four (24) work day hours of his/her advance request to review such file.

### ARTICLE XI

#### 11.01 GRIEVANCE

##### Purpose:

The purpose of this procedure is to provide a means for prompt solutions of differences.

##### Definitions:

Grievant(s): shall mean any employee, group of employees, or the association.

Grievance: shall mean any claim brought by an employee, a group of employees or the Association for any violation, misinterpretations or inequitable application of any existing laws, rules, regulations, policies or written agreements.

Days: shall mean only days when school is in session. During the months of July and August, days shall mean weekdays exclusive of Saturdays, Sundays and Independence Day.

Basic Principles: No grievance will be entertained as described below, and such grievance will be deemed waived unless begun within thirty (30) days after the grievant(s) knew or should have known of the act or condition on which the grievance is based.

The Association by and through its designated representative(s) shall be the sole and exclusive representative of grievant(s) in processing grievances.

Transcripts of any proceedings will be at the requesting party's expense with a free copy to the other party.

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District, or by the Association, against a grievant, any other participant in the grievance procedure, or any other person because of any grievance.

Time limits may be waived by the parties, in writing, in order to facilitate and expedite the resolution of any grievance. Neither party shall unreasonably withhold consent to such waiver.

More than one grievance may be submitted in a single arbitration if the parties expressly agree to do so in writing.

The decision on all grievances shall be in writing and shall set forth the reasoning and rationale for such decisions.

If a grievance is not appealed by the last day of the time limit, it shall be deemed to have been waived. If a grievance decision is not rendered by the last day of the time limit, it may be appealed as though it had been so answered.

While grievance settlements or awards may result in changes in a personnel file, all documents, communications, and records dealing with the processing of a grievance shall not be included in the personnel files of the participants.

Procedures:

Stage 1: Administrative Stage. The grievant(s) shall present the grievance to the appropriate administrator, who shall discuss the grievance with the grievant(s). Appropriate administrator shall mean if the principal causes the grievance, the grievance is filed with the principal. All other grievances will be filed with the Superintendent at Stage 2. The discussion and decision on grievances at this Stage shall be accomplished within ten (10) days of the initial presentation.

Stage 2: Superintendent's Stage. If the grievance is not resolved at the first stage, it shall be filed with the Superintendent within ten (10) days after receipt of the Stage 1 decision. The Superintendent shall meet with the grievant(s) and an



Association representative, and shall render a decision within twenty (20) days of receipt of the appeal.

Stage 3: Board of Education. If the decision at Stage 2 is to be appealed, notice shall be filed with the clerk of the Board within ten (10) days after receipt of the Stage 2 decision. The Board shall meet with the grievant(s) and Association representative, and shall render a decision within thirty (30) days.

Stage 4: Arbitration. If the grievance is not resolved at Stage 3, the Association may submit the grievance to arbitration under the rules of the American Arbitration Association within twenty (20) days after receipt of the Stage 3 decision. Arbitration expenses, except for the costs of a transcript, shall be borne equally by both parties.

## ARTICLE XII

### ASSOCIATION RIGHTS

1. The District shall deduct Association membership dues each pay period from the wages of those employees who have filed with the District appropriate, written, and individually signed dues deduction authorization cards furnished by the Association. The Association will certify in writing to the District the amount to be deducted. Such deductions shall continue until a written revocation of the deduction authorization is filed with the District.

2. Deduction of Association dues requested by an employee shall become effective at the time the authorization is submitted, but will be deducted from the wages of the employee in the next payroll period (or as soon as is practicable) and each pay period thereafter. The aggregate total of all such deductions together with a list of those employees from whose wages membership dues have been deducted shall be remitted to the Treasurer of the Association on a periodic basis as agreed upon by the District and the Association.

3. Personnel in the bargaining unit who are not members of the Association shall be required to pay an agency fee, as defined in the Taylor Law. Monies so deducted shall be transmitted to the Association in the same manner as regular dues deducted.

4. The District will provide payroll deduction and shall remit to NYSUT monies deducted for the NYSUT Benefit Trust Program and NYSUT VOTE/COPE upon receipt of written authorization from each participating unit member.

5. The District shall provide the Association president and/or his/her designee a maximum of three (3) days paid leave for the conduct of Association business, effective upon ratification of the 1995-99 Agreement.

6. The District will provide access to copy machines, computers, document shredder, and fax machine at reasonable cost for Association business.

7. The Association may use bulletin boards in the faculty lounge area.

8. Upon adequate notice to the Superintendent, the District agrees to the Association's reasonable use of a designated room for Association member meeting(s).

9. Any representatives from NYSUT will sign in and out when visiting the school.

## ARTICLE XIII

### EMPLOYEE RIGHTS

1. No employee shall be reprimanded, verbally or otherwise in public.

2. An employee who appears to be a potential subject of an administrative directive, verbal reprimand, or disciplinary action shall have the right to Association representation in any related proceeding. When an individual member is issued a written administrative directive, that member shall have the right to Association representation at any meeting held to discuss such directive.

## ARTICLE XIV

### NOTICE OF ASSIGNMENT

Unit members will be notified no later than July 15 of their expected assignments for the coming school year. Assignments are subject to change based on enrollment.

## ARTICLE XV

### SAFETY COMMITTEE

1. The Association shall select a representative to serve on the District Safety Committee.

2. Any unit member who is physically assaulted will report the incident promptly to the principal. The principal shall complete an investigation as soon as possible and file a report. The unit member will sign the report to indicate that he/she has seen the report. The unit member may append a statement to the report.

3. The principal, in consultation with the District Safety Committee shall develop a comprehensive school safety plan which shall be annually reviewed by the committee for updating. The safety plan shall be submitted to the Board of Education for approval. If a member alleges a violation of the safety plan, he/she shall present such complaint in writing to the Safety Committee. If the Safety Committee determines there has been a violation of the safety plan the Committee shall present such complaint in writing to the principal. The principal shall respond in writing within five (5) working days of receipt of the complaint. If the Safety Committee does not agree with the decision, the Committee may appeal the decision to the Superintendent. Additionally, if the Safety Committee does not agree with the decision of the Superintendent, the Committee may appeal to the Board of Education.

## ARTICLE XVI

### TEACHING ASSISTANTS

#### 16.01 TEACHING ASSISTANT SALARY

Teachers Assistants that hold a Bachelor's degree will follow the teaching salary schedule at a rate of 75% of step pay. Teacher Assistants that do not have a Bachelors degree will follow the teaching salary schedule at a rate of 70% of teaching step schedule.

#### 16.02

Except as provided in ARTICLE 16.01, teaching assistants shall enjoy all rights and benefits provided to other bargaining unit members.

#### 16.03 LIMITATIONS ON DUTIES

Teaching Assistants may not provide counseling services, nor may they be assigned primary instructional duties, nor may Teaching Assistants be used to replace teachers or counselors or fill a position normally held by a teacher or counselor. Teaching Assistants will perform instructional duties under the general supervision of a certified teacher.

#### 16.04 SUPERVISING TEACHER

A Teaching Assistant will be assigned a supervising teacher tenured in special education or of the same tenure area as the subject matter taught by the teaching assistant.

16.05

The District will limit the number of Teacher Assistants hired to no more than three, unless otherwise negotiated. No hiring of additional Teacher Assistants will take place until agreement between the Association and District has been reached.

## ARTICLE XVII

### VOCATIONAL TEACHERS

17.01 The Salary for Vocational Teachers will be determined in accordance with the following levels of certification:

- A. Transition A: 85% of Salary Step
- B. Initial Certificate: 90% of Salary Step
- C. Professional Certificate: 100% of Salary Step

17.02 Except as provided in Article XVII, Section 17.02 Vocational Teachers shall enjoy all rights and benefits provided to other bargaining unit members.

## ARTICLE XVIII

### REQUIRED PROVISION

As required by Section 204a of the Taylor law:

“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.”

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE 1ST DAY OF JULY 2010 AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE 30TH DAY OF JUNE 2011.

Rori DeCarlo  
Superintendent of Schools

7/19/10  
Date

Kelley A. Purkon  
Professional Staff

7/19/10  
Date

\_\_\_\_\_  
Professional Staff

\_\_\_\_\_  
Date

APPENDIX A

STEP	2008-09 BASE	2009-10 BASE	TA 70%	TA75%
1	\$ 32,685.00	\$ 32,685.00	\$ 22,879.50	\$ 24,513.75
2	\$ 33,685.00	\$ 33,685.00	\$ 23,579.50	\$ 25,263.75
3	\$ 34,520.00	\$ 34,520.00	\$ 24,164.00	\$ 25,890.00
4	\$ 35,520.00	\$ 35,520.00	\$ 24,864.00	\$ 26,640.00
5	\$ 36,620.00	\$ 36,620.00	\$ 25,634.00	\$ 27,465.00
6	\$ 37,720.00	\$ 37,720.00	\$ 26,404.00	\$ 28,290.00
7	\$ 38,820.00	\$ 38,820.00	\$ 27,174.00	\$ 29,115.00
8	\$ 40,020.00	\$ 40,020.00	\$ 28,014.00	\$ 30,015.00
9	\$ 41,220.00	\$ 41,220.00	\$ 28,854.00	\$ 30,915.00
10	\$ 42,420.00	\$ 42,420.00	\$ 29,694.00	\$ 31,815.00
11	\$ 43,720.00	\$ 43,720.00	\$ 30,604.00	\$ 32,790.00
12	\$ 45,120.00	\$ 45,120.00	\$ 31,584.00	\$ 33,840.00
13	\$ 46,520.00	\$ 46,520.00	\$ 32,564.00	\$ 34,890.00
14	\$ 47,920.00	\$ 47,920.00	\$ 33,544.00	\$ 35,940.00
15	\$ 49,320.00	\$ 49,320.00	\$ 34,524.00	\$ 36,990.00
16	\$ 50,820.00	\$ 50,820.00	\$ 35,574.00	\$ 38,115.00
17	\$ 52,320.00	\$ 52,320.00	\$ 36,624.00	\$ 39,240.00
18	\$ 53,820.00	\$ 53,820.00	\$ 37,674.00	\$ 40,365.00
19	\$ 55,820.00	\$ 55,820.00	\$ 39,074.00	\$ 41,865.00
20	\$ 57,820.00	\$ 57,820.00	\$ 40,474.00	\$ 43,365.00
21	\$ 59,820.00	\$ 59,820.00	\$ 41,874.00	\$ 44,865.00
22	\$ 61,820.00	\$ 61,820.00	\$ 43,274.00	\$ 46,365.00
23	\$ 63,820.00	\$ 63,820.00	\$ 44,674.00	\$ 47,865.00
24	\$ 65,820.00	\$ 65,820.00	\$ 46,074.00	\$ 49,365.00
25	\$ 67,820.00	\$ 67,820.00	\$ 47,474.00	\$ 50,865.00
26	\$ 69,820.00	\$ 69,820.00	\$ 48,874.00	\$ 52,365.00
27	\$ 71,820.00	\$ 71,820.00	\$ 50,274.00	\$ 53,865.00
28	\$ 73,820.00	\$ 73,820.00	\$ 51,674.00	\$ 55,365.00
29	\$ 75,820.00	\$ 75,820.00	\$ 53,074.00	\$ 56,865.00
30	\$ 77,820.00	\$ 77,820.00	\$ 54,474.00	\$ 58,365.00

All unit members on schedule will move up one step each year.  
Longevity awards will be paid annually in addition to base salary.

For 2008-2009 only, and payable by June 30, 2009, each unit member will receive a one-time bonus payout of one thousand dollars (\$1000), part time to be prorated accordingly.

For 2009-2010, no additional moneys will be added to the step schedule. Unit members will receive step increase only.

*LDe*  
*KSI*