

**Cornell University  
ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Nyack Union Free School District and Nyack Teachers Association, AFT, AFL-CIO, Local 2888 (2005)**

Employer Name: **Nyack Union Free School District**

Union: **Nyack Teachers Association, AFT, AFL-CIO**

Local: **2888**

Effective Date: **07/01/05**

Expiration Date: **06/30/09**

PERB ID Number: **5827**

Unit Size: **292**

Number of Pages: **76**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TA 15827



## NYACK UNION FREE SCHOOL DISTRICT

Nyack, N.Y.

### AGREEMENT

Between the Board of Education

and

Nyack Teachers Association, A.F.T

Local 2888, A.F.L. - C.I.O.

*July 1, 2005 to June 30, 2009*

**RECEIVED**  
JAN 11 2007  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

292



## **TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
PREAMBLE	1
I. RECOGNITION	1
II. NEGOTIATION PROCEDURES	1
III. PROFESSIONAL RESPONSIBILITIES	3
A. Teachers	3
1. Certification	3
2. Extra-Curricular Activities	4
3. Assignments	4
4. Transfers	4
5. Vacancies	5
6. Termination of Services of Probationary Staff	6
7. Personnel Files	6
8. Professional Stature	6
B. Association	6
1. Association President	6
2. Association Officials	7
3. Notices	7
4. Use of Buildings	7
5. Facilities	7
6. Meetings	7
7. Staff Orientation	7
8. Calendar	8
9. Board Minutes, Agenda	8
10. Consolidation	9
11. Experimental Programs	9
12. Reprisals	9
IV. CLASS SIZE, TEACHER LOAD AND REDUCTION IN STAFF	9
A. Class Size - Teacher Load	9
1. Class Size	9
2. Teaching Load	10
B. Reduction in Staff	11
1. Statement of Intent	11
2. Reduction in Staff	11
3. Teaching Assistants	11
4. Excessing Procedures	11
V. PROFESSIONAL STAFF TIME	12
A. Professional Day	12
B. Teaching Day	12
C. Meetings	14
1. Evening Meetings	14
2. Afternoon Meetings	15
3. Parent-Teacher Conferences	15
D. Avoiding Loss of Preparation Period	16
1. General Procedures	16

	2. Secondary	16
	3. Elementary (K-6)	17
VI.	SPECIAL EDUCATION	17
	A. Preparation of I.E.P.	17
	B. Instruction and Non-instruction Duties	18
	C. Special Education Programs	18
	1. Elementary	18
	2. Secondary	18
VII.	STAFF EVALUATION	19
VIII.	TEACHING AND TEACHER FACILITIES	20
	A. Facilities	20
	B. Teaching Materials	20
IX.	NON-TEACHING DUTIES	20
X.	PROTECTION OF TEACHERS	21
XI.	STUDENT CONTROL AND DISCIPLINE	21
XII.	SITE BASED MANAGEMENT/CONTRACT WAIVERS	23
	A. Site Based Management	23
	B. Contract Waivers	24
XIII.	DUES DEDUCTION AND AGENCY SHOP FEE DEDUCTION	25
XIV.	SALARY SCHEDULE	27
	A. Purpose of Salary Schedule	27
	B. Salary Schedule	27
	C. Salary Differential for Additional Preparation	28
	D. Closing Scale	29
	E. Continued Satisfactory Service Steps 12-15	29
	F. Longevity Pay	30
	1. Requirements	30
	2. Longevity Pay Schedule	30
	G. Transfer Service In-Service	30
	H. Graduate and In-Service Credit	31
	I. Student Teaching	31
	J. Subject Area Coordinators	31
	K. Department Chairpersons	32
	L. Guidance Counselors	32
	M. High School Dean of Students	32
	N. Department Stipends	32
	O. Professional Responsibilities	32
	P. Salary Payments	33
	Q. Payroll Deductions	33
XV.	CO-CURRICULAR ACTIVITIES	34
	A. Interscholastic Athletics	34
	B. Other Extra-Curricular and Co-Curricular Activities	34
	1. Co-Curricular Salary Schedule	34
	2. New Activities	34
	3. Existing Activities	34
	Activity Form	35
XVI.	EVENING, SUMMER, AFTER SCHOOL & SUMMER CURRICULUM	36
	A. Alternate and Educational Programs	36

B.	Summer School Salary Schedule	36
C.	Curriculum Work	36
D.	After School Programs	36
XVII.	LEAVES OF ABSENCE	37
A.	Cumulative Leave	37
1.	Provisions	37
a.	Probationary Staff	37
b.	Tenure Staff	37
2.	Deductible Absences	37
a.	Personal Illness	37
b.	Unavoidable Absence for Medical Reasons	37
c.	Others	38
B.	Non-Cumulative Leave	38
1.	Short-Term Leave	38
a.	Approved Absences	38
b.	Discretionary Absences	39
2.	Long-Term Leave	40
a.	Absence Due to Injury	40
b.	Long Term Leave Bank	40
c.	Leaves of Absence Without Pay	41
d.	Unpaid Leave	41
C.	Deductions for Leave in Excess of Maximums or Not Approved	42
XVIII.	ANNUITIES	42
XIX.	HEALTH INSURANCE	42
A.	Health Plan	42
B.	Dental Plan	43
C.	Excess Major Medical	43
D.	Life Insurance	43
E.	General Items	43
F.	Flexible Spending Plan for Benefits	44
XX.	GRIEVANCE PROCEDURE	44
A.	Declaration of Purpose	44
B.	Definitions	44
C.	Procedures Stages 1, 2, 3, 4	45
D.	Other Provisions	47
E.	Preventive Procedures	47
F.	Forms	48
G.	Time Limits	48
XXI.	CAREER CHANGE / RETIREMENT INCENTIVE NOTIFICATION	49
XXII.	MISCELLANEOUS PROVISIONS	50
A.	Modification of Contract	50
B.	Scope of Contract	50
C.	Printing of Contract	50
D.	Reprisal Clause	50
E.	Staff Development	51
1.	Professional Development	51
2.	Mentor and Professional Partner Stipends	51
-	3. Nyack Teacher Center	51

F.	Credit Union	52
G.	Teacher Safety and Security	52
XXIII.	DURATION OF AGREEMENT	53
	Addendum A Descriptions of Remedial Programs	54
	Addendum B Teaching Assistant Side Letter	55

## SCHEDULES

- A. Salary Index
- B. Salary Schedules
- C. Interscholastic Schedules
- D. Department and After-School Program Stipends
- E. Co-curricular Stipends High School
- F. Co-curricular Stipends Middle School
- G. Grievance Form I
- H. Grievance Form II

## INDEX

## PREAMBLE

This AGREEMENT entered into this 1st day of July 2005, by and between the Board of Education of Nyack Union Free School District, hereinafter called the "Board," and the Nyack Teachers Association, hereinafter called the "Association."

## WITNESSETH:

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

WHEREAS, the members of the teaching profession are particularly qualified to assist in helping to formulate policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I -- RECOGNITION

The Board of Education of the Nyack Union Free School District, having determined that the Nyack Teachers Association is supported by a majority of the teaching staff, recognizes the Nyack Teachers Association as the exclusive negotiating agent for all professional staff members of the Nyack Public School System. Such recognition is subject to the existing policies and regulations adopted and in force in the district, and subject to all applicable provisions of law and includes all professional staff, except the Superintendent of Schools, all Assistant Superintendents, Principals, Assistant Principals, Superintendent of School's central office staff, non-teaching coordinators and substitute teachers.

## ARTICLE II-- NEGOTIATION PROCEDURES

- A. It is agreed that the basic objectives of the negotiating procedure are to establish a written agreement between the Association and the Board. It is contemplated that terms and conditions of employment provided in this agreement, once ratified, shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of



the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing the necessary information, and otherwise constructively considering and resolving any such matters.

- B. No later than the first week in January of **2009**, the parties will enter into good faith negotiations over a successor agreement covering the following school year. The Board and the Association will simultaneously exchange their complete set of proposals to initiate the formal negotiations process. If such an agreement is not concluded by the end of the first full week in March, either party may request the use of mediation services. The parties shall request assistance from the State Public Employment Relations Board. Such mediation services will be governed by the provisions of section 209 of the Civil Service Law.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each respects the right of the other to select its representatives from within or without the school district. Each party will designate a negotiating team, with one member designated as "chief negotiator". In the event that a member of either negotiating team is unable to be present for a meeting, that unit may temporarily substitute another negotiator so that the negotiating sessions may continue. Each negotiating team shall be free to have a consultant or consultants present at any or all meetings. Any consultant used by either party shall be responsible to both parties as to authenticity and sources of information presented. Any expense for said consultant or consultants will be solely the responsibility of the party utilizing their services.
- D. Although no final agreement can be executed without ratification by the Association and the Board in a legally constituted meeting, the parties mutually pledge that their representatives will be clothed with all the necessary authority to make proposals, consider proposals, and reach compromises in the course of negotiations.
- E. When the negotiators have reached mutual agreement on a total proposal, a joint report shall be prepared and signed by both negotiating teams and then submitted to the Association and the Board for ratification. The negotiators will recommend to their respective bodies the ratification of the total proposal in its mutually agreed upon written form.
- F. The Board and the Association agree to use mutually agreed upon facilities for the purpose of conducting negotiations. Any expense involved in using a facility for negotiations or any other costs arising out of negotiations will be shared equally between the Board and the Association.
- G. The negotiating teams will establish a mutually acceptable series of meetings for the purpose of negotiations. The time, date and place of each meeting will be agreed upon at the conclusion of the prior meeting or before, along with the agenda for the meeting. Once a meeting has been established it can only be rescheduled, or the agenda modified by the agreement of both of the chief negotiators.

- H. Once written procedures and/or guidelines for negotiations have been established, they shall be adhered to by both negotiating teams unless mutual agreement is reached to alter them. In this case, the change will be attached in writing and initialed by each chief negotiator.
- I. The primary avenue of communication for the negotiating teams will exist between the chief negotiators.
- J. Each chief negotiator will attempt to insure that the other will have ample time to discuss and react to any recommendations and/or conclusions.
- K. Both negotiating teams agree to maintain the confidential nature of the negotiating sessions to the best of their ability. It is recognized that communication between the negotiators and their respective parties is an absolute necessity, but it should be restricted to these bodies only. No press or public releases will be made by either negotiating team, except by mutual agreement.
- L. The negotiating teams agree to cooperate in furnishing data and needed material for the purpose of negotiations and will be willing to provide the sources of these data presented along with the data.
- M. Proposals may be submitted by either party and, in case of disagreement, the second party shall offer a written counter proposal. The negotiations on any item having a financial impact will be considered as part of the total cost of the agreement; thus all agreements involving cost are tentative until the total financial impact of all aspects of the proposals can be evaluated by both negotiating teams.

### **ARTICLE III - PROFESSIONAL RESPONSIBILITIES AND RIGHTS**

It is recognized that the Board hereby retains and reserves unto itself, all powers, rights, authority, duties, responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New York and of the United States.

#### **A. Teachers:**

Professional staff members are responsible for maintaining a continuous high level of professional service for the welfare and benefit of the students. The staff members are responsible, therefore, to discharge their assignments with professional proficiency and, to this end, to plan adequately to make conscientious efforts to confer, as required and within reason, with students, parents, and/or consultants.

##### **1. Certification:**

- a. Only professional staff holding or eligible for provisional or permanent certification shall be employed by the Nyack Public Schools. Where these professionals are not available and non-certified persons are employed, they shall have submitted an application for certification and successfully complete no fewer than six (6) semester hours of work toward certification during each year and prior to the beginning of each school

year until they are permanently certified. Exceptions to this requirement can be made only where military service, maternity leave or serious physical illness prevents the continuation of the necessary course of study.

2. Extra-Curricular Activities:

- a. Staff participation in extra-curricular activities, summer or evening school, or similar extra-curricular activities shall be strictly voluntary. Emphasis will be placed upon obtaining physical education teachers for head coaches in the major interscholastic athletic programs. These teachers are generally expected to coach at least one sport.

3. Assignments:

- a. Professionals initially joining the Nyack Public School System shall receive their assignments from the superintendent's office. Those already in the system will receive notice as follows: At the K-8 level, staff will be notified of their programs for the ensuing year one week following the passage of the district's annual budget; at the 9-12 level, the staff members experiencing a moderate staff change in their teaching schedules (more than one section or a grade level change) will be notified of their program for the ensuing year by June 12; staff members experiencing no change in their teaching schedules will be notified as close to June 12 as possible, but in no case later than the close of school. It is agreed that if the budget is defeated, the notice will be given one week following the district's adoption of an austerity budget. In arranging schedules for staff members who are assigned to more than one school during a day, an effort will be made to limit the amount of teacher travel time and a reasonable time will be allowed for travel between buildings.

The district will establish criteria for the selection of traveling teachers based on volunteers first and make every effort to avoid or limit the number of traveling teachers by maintaining a schedule which affects the fewest teachers possible. Every effort will be made to formulate the traveling teacher's schedule within the master schedule to allow sufficient traveling time.

All teachers who have assignments in more than one building shall be allowed a minimum of 30 minutes to travel between buildings as well as the contractual amount of preparation time and duty free lunch equal to what other staff members in the building receive. In addition, the District agrees to provide sufficient additional time where requirements specifically related to job responsibilities result in the need for additional time in a particular teacher's schedule. Traveling teachers will not be assigned any non-teaching duties or sixth period assignments.

4. Transfers:

- a. A staff member may request transfer to another school by submitting a written request directly to the superintendent's office. In evaluating such request, the superintendent shall decide to grant or refuse such request, taking into account:

- i. the welfare of the total educational program within the school system with specific emphasis upon the welfare of the student body;
  - ii. further, in evaluating such requests, the superintendent shall consider the need for a balanced staff within each school and department, the length of service the applicant has within the Nyack School District (five years service in the Nyack School District before consideration is given to a transfer), and the date of request of transfer. The wishes of the individual teacher will be honored wherever possible in keeping with all of the above considerations.
- b. Establish criteria for the selection of teachers for transfer based on volunteers first.
- c. No teacher shall be involuntarily transferred more than one time in three school years.
- d. Transfer shall constitute movement between buildings. On K-5 level every effort will be made to avoid single grade level changes in consecutive years and changes of two or more grade levels more than once during a three-year period if an educationally sound alternative is available.
- e. The dates for involuntary transfer notification shall be the same as the current dates for notification of new assignments.
- f. It is not desirable to unduly reassign teachers between grade levels.
- g. Transfers of probationary and tenure staff within the district on the elementary level and within the areas of certification and teaching assignment in the special and secondary level will not adversely affect tenure status.
- h. Notice will be given to all professional staff members indicating available openings and those previously indicating a desire for transfer from their present assignment will be considered for the assignment to the new building, taking all of the aforementioned transfer considerations into account. However, a final decision on transfers as well as what constitutes adequate staffing of a given building, is a decision which rests with the superintendent of schools in conjunction with the Board of Education. If an assignment or transfer is given a staff member, he shall have the right, upon request, to discuss such transfer or assignment directly with his immediate supervisor.

5. Vacancies:

All professional vacancies in the Nyack Public Schools will be publicized by notification placed upon the bulletin boards in each school. In the case of a new position, a full job description along with procedures for application will be included. Notices of vacancies will be posted at least ten (10) days prior to the final application date. In filling such vacancies, the Board will continue its present

policy of evaluating professional background, experience and other variables. When all other factors are equal, in the judgment of the Board of Education, the applicant from the local system will be given priority. A staff member should notify the Board of Education in writing, of interests in other subject areas, teaching levels, buildings, or positions. Such notices will be kept on file in the Superintendent's office. Up to fifteen (15) teachers may receive written notification of open positions during the summer by informing the Superintendent's Office in writing during the month of June.

Tenured staff members upon request will automatically be entitled to an interview for a vacancy to determine certification and qualifications in the area of the vacancy.

6. Termination of Services of Probationary Staff:

Every attempt will be made to notify by March 1 all probationary teachers whose services are to be terminated. However, final notification may be made in writing not later than sixty days immediately preceding the expiration of the probationary period. A probationary teacher whose services are to be terminated shall be entitled, upon request, to a discussion with the principal of the school, department head, or designated representative of the superintendent.

7. Personnel Files:

The material in the personnel files is the property of the Board of Education and therefore privileged information. All observations made of the teacher's performance by a principal, assistant principal, department chairman, or coordinator which are placed in the files will have been seen and must be either signed or initialed by the staff member prior to being placed in the file. The staff member may submit any written statements, which will also be included in the personnel file.

Complaints or letters of complaint that are going to be filed in the staff member's permanent file will be reviewed in conference with an administrator. The complaint or letter of complaint must then be initialed by the staff member. Any additional comments the staff member might wish to make regarding the complaint will also be included in the permanent file. The initialing does not indicate anything but that the staff member is aware of the complaint. -

The staff member, upon request, may review the contents of his file with the personnel officer or his/her designee. It is the staff member's responsibility to keep transcripts and certification data in his file up to date.

8. Professional Stature:

Professional personnel will not be discussed at official Board meetings. Staff appointments, transfers, resignation or similar personnel matters that warrant discussion between administrators and the Board or among members of the Board will be discussed in executive session. However, it is recognized that final action and decisions must take place at an official Board meeting.

B. Association:

- 1:- The District agrees to provide release time of one period for the NTA president if he or she is assigned to the 6 - 12 level or to provide additional assistant time if he

or she is assigned to the K - 5 level. The cost of this to the District will be paid by the NTA.

2. Association officials will not be assigned a sixth period assignment or other non-teaching duties. Association officials are defined as President, Chief Negotiator, Grievance Chairperson and Senior Building Representatives.
3. Notices:  
The Association shall have the right to post notices of its activities and matters of Association concern on the bulletin boards within the schools. The Association also has the right to use the interschool mail service and building mailboxes, without fee, for communications to staff members.
4. Use of Buildings:  
The Association and its representatives shall have the right to use the school buildings for meetings at a time mutually agreed upon with the superintendent. However, it is understood that if a school building is to be opened in the evening, on weekends, or holidays for the purpose of Association meeting and/or activities that the Association will follow the regular procedure of other organizations that wish to use the school building and will be responsible for any costs incurred.
5. Facilities:  
The Association shall have the right to use school facilities and equipment, including typewriters, computers, photocopying machines other duplicating equipment, and all types of audio-visual equipment, when such equipment is not otherwise in use. Association use of school business equipment will be permitted provided that: 1) request is made and arranged in advance; 2) the use is strictly to service the legitimate business of the Association, such as duplication of records, notices, correspondence, etc.; 3) the purpose is for internal business use of the Association and is not for public distribution; 4) supplies, in connection with such equipment use, will be furnished or paid for by the Association; 5) the Association will reimburse the Board for any damages due to any negligent use of such equipment.
6. Meetings:  
When regular meeting dates are established, no other school meetings involving teachers will be scheduled for these dates if at all possible. Every attempt will be made to keep regularly scheduled Association meetings and mutually agreed upon special meetings free from other meetings involving teachers. However, in the case of an emergency, the superintendent will notify the president of the Association of the meeting and the reason for it.
7. Staff Orientation:  
It is recognized that any new staff members should have the opportunity to discuss the retirement options and costs with the retirement representative and, if necessary, with a representative of the business office. Toward this end, the following will be instituted:
  - a. During the preschool orientation session for new staff members at the Association's discretion it has the right to up to one half day to be allotted to Association officers for the purpose of explaining its role, purposes,

contractual benefits, and the retirement system.

- b. All new staff hired subsequent to the preschool orientation period, and therefore not able to attend, will be given the opportunity (a minimum of half an hour) to meet with the retirement delegate. Although retirement forms may be distributed to new staff members for the purpose of their study and perusal prior to the explanation of the retirement system by the retirement delegate, no complete forms will be accepted until the new staff member has had the opportunity to discuss the New York State Retirement System and options with the retirement representative. It is recognized, however, that all new staff members must return their retirement forms to the personnel office no later than one month after they begin to teach in the Nyack Public Schools.

8. Calendar:

- a. The teaching year will follow the school calendar adopted by the Board of Education. The Association will assist in the development of the school calendar, by meeting with the Board or its representatives for the purpose of discussion and suggestions concerning the next year's school calendar. The school calendar will consist of a maximum of 185 days. Three of these days are included as flexible days to allow for emergency school closings. In addition, at least three of these days will be used for Superintendent's Conference Days for professional development and shall involve no additional student contact time. The specific content of the professional development shall be developed in collaboration between the District and the Association.
- b. If the school system is not closed for emergency reasons, the days will be allocated in the following manner:

The first unused day will be used to extend the Memorial Day Holiday.

The second unused day will be used for a staff development conference mutually organized by the district professional development team.

The third unused day will be a regular day of instruction.

- c. However, the final adoption of the calendar is the responsibility of the Board.
- d. Newly hired staff may be asked to report three (3) days earlier than the rest of the staff.

9. Board Minutes, Agenda, Policies and Regulations:

The Association will be provided with a copy (1) of the minutes of the official Board meetings after they have been approved by the Board. A copy (1) of the official agenda of each Board meeting will be sent to the president of the Association and two (2) copies will be sent to each school building at the same time that the official agenda is sent to members of the Board. The executive committee of the Association will be provided with a (1) copy of the Board's personnel policies and rules and regulations with a copy of any changes or amendments thereto. Also, one (1) copy will be on file in each building.

10. Consolidation:  
The Board guarantees to discuss with the Association ways and means of reducing the adverse employment effect of any merger or consolidation.
11. Experimental Programs:  
The Board of Education pledges consultation with the Association on any experimental programs. There will be no loss of staff due to experimental programs unless through normal attrition.
12. Reprisals:  
There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.

#### **ARTICLE IV - CLASS SIZE, TEACHER LOAD, AND REDUCTION IN STAFF**

##### **A. Class Size - Teacher Load:**

The Board of Education reserves the right to alter class sizes and teaching load when, in its opinion, it becomes necessary. It, however, will continue to make every effort to maintain or obtain the below stated goals where economically feasible and spatially possible.

The Association agrees to cooperate with the Board toward this end through demonstration of the educational values, greater concern for individual differences, and improved instruction which results when class size and teacher load are kept at a reasonable level.

The goals of the Board and the Association are:

1. Class Size
  - a. Kindergarten to be about 25 students per class with an ultimate goal of 20.
  - b. First and second grades to have 20-25 students per class.
  - c. Grades 3-6 to range from 25-30 children with approximately 25 as an ultimate goal.
  - d. Junior and senior high school classes to range from 25-30 depending on the subject area, except in the areas of music and physical education which are to average no more than 35 students. An attempt will be made to balance and minimize class size in secondary science, home economics, art and technical education when safety becomes a consideration.
  - e. The size of special education classes shall not exceed limitations set forth in Part 200 of the Commissioner's Regulations without the approval of the Regional Associate. An effort will be made to provide for a balanced distribution of handicapped pupils mainstreamed into the regular classes. If three or more K-5 self-contained, handicapped students are mainstreamed into any class, the building's shared decision making team will meet to examine the situation and provide assistance as long as it does not impact on other areas of the educational program.



Procedures will be established to communicate with the classroom teacher prior to the arrival of the mainstreamed student concerning handicapping conditions, special needs, special requirements, follow-up procedures and criteria for evaluating placement.

- f. Study halls are to vary from 30-60 students per teacher depending on the size of the room.

2. Teaching Load

a. Elementary School:

The ratio of four teachers per hundred students, with a teaching load as balanced as possible in the light of student abilities is desired.

b. Secondary School:

- i. Academic subject area teachers to have a teaching load of about 125 students.

- ii. It is the Board's intent to respect the present differentiation between courses identified by the Board as English writing and non-writing courses.

- iii. No teacher will be assigned more than five instructional classes per day, except for the areas of physical education, music, industrial arts and career skills. In these four areas, the teaching load will be no more than an average of five and one-half classes per day. On days or during semesters, when the staff members have five instructional classes, they may be assigned a sixth period non-instructional assignment.

- iv. Effective September 1989, Science teachers shall be assigned no more than twenty-seven (27) instructional periods in five (5) days or thirty-two (32) instructional periods in six (6) days.

#### ADDITIONAL SCIENCE SECTION

For scheduling purposes, a 33rd period in a six (6) day cycle may be assigned subject to the following limitations:

Teacher's schedule can only be as follows:

3 classes of 9 periods = 27 periods

1 class of 6 periods = 6 periods

33 Total periods

No teachers of AP classes are to be included.

A committee of N.T.A. and science department members will be established to insure that no other schedule arrangement is feasible.

Every effort will be made to keep the number of preparations at two (2).

No more than two (2) staff members will be assigned this additional section in any given year and never two years in a row.

Present staffing patterns and teaching loads will be maintained.

A committee will investigate the feasibility of establishing a lab assistant position for the future.

- v. The number of class preparations is not to exceed three and the ultimate goal is to limit class preparations to one or two.

B. Reduction in Staff

1. Statement of Intent:

It is the intention and it will continue to be the intention of the Board of Education to provide and maintain a staffing pattern, which, in its view, will assure the quality of its programs. There shall be no use of sub-contractors or volunteers, which results in the layoff of bargaining unit members. B.O.C.E.S. employees, civil service librarians or other current employees will not be considered as sub-contractors and will not be impacted by this Article.

2. Reduction in Staff:

Whenever possible, the Board intends to effect any reduction in staff through attrition.

However, should a reduction in staff be necessitated for any other reason, the superintendent will confer with the Association. At that time, relevant data upon which the contemplated staff reduction is based, will be made available for Association review. Subsequent to this meeting, and prior to the Board's final decision in this matter, the Association will be afforded the opportunity to meet with the superintendent and the Board, in executive session, to present suggestions on how the staff reductions might be avoided or effected.

The Board's final decision will be announced at the regular monthly meeting.

3. Teaching Assistants:

It is the intent and it will continue to be the intent of the Board of Education to utilize teacher aides and assistants to enrich and enhance the educational program. It is not the intent and will continue not to be the intent of the Board of Education to utilize teacher aides and assistants to reduce the certified professional staff.

4. Excessing Procedures:

- a. Staff members to be excessed will be notified by April 1, if possible, but no later than May 15.
- b. Excessed staff members will be placed on a recall list by tenure area for up to seven (7) years and preference will be given in order of seniority to the excessed staff for positions within their tenure area. During this period, new staff will not be employed while certified and qualified excessed staff remains available.
- c. Should a program be discontinued, the excessed staff member, in order of

seniority, will be offered any other teaching position available, if he or she is certified and qualified.

- d. Positions created as a result of long-term leaves will be offered to excessed staff members in order of seniority if they are certified and qualified for the positions.
- e. Excessed staff members will be given preference on a list of substitute teachers within their tenure or certification area.
- f. Excessed staff members will be provided with medical and dental insurance coverage up to a period of six months from the date of termination, unless the staff member has obtained employment elsewhere, with comparable coverage.
- g. A bi-annual seniority listing of excessed staff will be made available, in writing, to the Association.

#### **ARTICLE V - PROFESSIONAL STAFF TIME**

##### **A. Professional Day:**

- 1. The normal instructional day for K-5 teachers will encompass about six and one-half consecutive hours. At the Middle School and High School levels teachers are responsible for a 7 hour and 5 minute day as long as their professional duties as outlined elsewhere in this article are complete. Within this block of time the district may institute a nine period day schedule. This section is not to be interpreted to mean that teachers are responsible for any more total time or assignments than under the previous contract and non-teaching duties will not increase. The day will commence about 7:30 A.M. at High School level and at approximately 7:55 A.M. at Middle School level. At the elementary level the day will be approximately 8:50 A.M. to 3:20 P.M. During this time, there will be a duty-free lunch period and a preparation period as denoted in "D" of this Article. It is agreed that the current practice regarding duty free lunch periods shall continue in full force and effect as long as the current building configuration continues. Under no circumstances shall the duty free lunch period be less than forty (40) consecutive minutes, except when a modified schedule is employed on the secondary level, when lunch will be equal to the regular class period but no less than thirty (30) minutes.
- 2. Should there be need to effect changes in scheduling such as double sessions, or should there be need to alter the beginning or closing times, the superintendent will consult with the President of the Nyack Teachers Association.

##### **B. Teaching Day:**

The teaching day for K-5 staff will begin 15 minutes prior to the instructional day and will terminate 20 minutes after the instructional day, if the professional responsibilities of the teacher are complete. All K -12 professional staff will be required to make themselves available for 15 minutes beyond the teaching day at the request of students who are seeking additional help. It is understood that circumstances may prevail whereby an

individual staff member might not be available on a given day because of a prior commitment. It is understood that each professional staff member will adhere to the time schedule established in his/her building. Time for 6-12 teachers is inclusive of the 15 minutes prior and 20 minutes after the instructional day.

1. Professional Responsibilities are understood to include such matters as assisting students after the termination of the instructional day, popularly called the helping period; regularly assigned duties, such as hall duty and detention duty; conferences scheduled with parents, students, department chairmen and the principal; and other tasks which directly relate to the professional's instructional duties.

Both parties recognize the impossibility of listing in definite language all of the possible situations which may arise where a genuine misunderstanding regarding professional staff time in excess of 20 minutes after the instructional day may occur.

2. The intent of both parties in their acceptance of this section of the Agreement is more clearly defined by the following remarks: The helping period will continue to be defined as a period of time after the instructional day approximately equal to a class period at the secondary level and a period of time approximately 30 minutes at the elementary level. The number of helping periods an individual teacher schedules per week will, normally, depend upon the professional judgment and discretion of the teacher. Regularly assigned duties will continue to be assigned in an impartial manner with starting and ending times clearly defined at the start of the year. Additional regularly assigned duties, other than those in existence at the signing of this Agreement, will not be assigned to teachers for so long as this Agreement is in existence, except in an emergency situation as defined by the superintendent of schools. Staff members are expected to attend conferences with the various parties outlined above, and to engage in various tasks directly relating to their instructional duties as the need arises. Conferences and various tasks should not become routine or regularly scheduled, with few exceptions. For example, child study conferences will continue to be regularly scheduled. The intent of this Agreement is to allow staff, whenever feasible, to decide how long and how often they will remain at school in excess of 20 minutes after the instructional day. A requirement for a staff member to attend a conference or to attend to a task in excess of 20 minutes after the instructional day, on a day-after-day or week-after-week basis, is contrary to the spirit of this Agreement.

None of the aforementioned is to be construed to limit or to affect in any way the stipulations contained within subheading C of this Article, or any stipulation in any other section of this Agreement, and any stipulation contained within this Agreement is not to be construed to affect in any way the understandings reached in this Section.

3. Non-teaching duties during the school day will be eliminated at the high school, except for study halls. In place of these non-teaching duties teachers will have

professional staff hours except if they are assigned a study hall. The teacher will create a specific schedule of these hours, which will be made available to students and guidance no later than the annual Back to School Night. These hours will be used for parent or student contact and other professional responsibilities related to parents and students mutually scheduled with the teacher. Meetings will be scheduled upon request of parents or students or as initiated by the teacher.

One non-instructional period per workday at the high school will be designated as the "Professional Staff Period." Pursuant to a schedule to be promulgated by the high school teachers, during the teachers' Professional Staff Period the teachers will perform the following professional duties:

- a) tutorial assistance for students;
- b) parental contacts via meetings, e-mail, telephone;
- c) meetings with principal or assistant principal, with sufficient notice to the teacher; and/or
- d) professional development.

4. All non-teaching duties will be equally distributed amongst all teaching staff at secondary schools. This will exclude guidance counselors, social workers and psychologists. Where applicable this will be done on a prorated basis for part time staff. Assignments for any new titles created by the district will be negotiated with the NTA.

For the High School:

Professional duty periods and study hall assignments will be distributed to classroom teaching staff in an altering and rotating basis. This excludes Deans, and teachers who teach more than 30 classes in a six-day cycle.

Proctoring assignments will be assigned to part time staff on a prorated basis. Guidance counselors will be excluded during the June exam schedule. The proctoring schedule will be distributed at least 5 days prior to the first assignment.

Tenth period hall duties will continue to be assigned in the present manner, which is to all teaching staff on a rotating basis, with the assignment schedule being provided at least one week prior to the beginning of each semester.

C. Meetings:

It is recognized that the superintendent of schools has the authority to call staff meetings, if in his judgment the meeting is necessary, but will avoid calling a meeting on a regularly scheduled Monday.

1. Evening Meetings:

Four evening meetings a year will be required of all staff. These evening meetings will continue to be the same length of time as they are now. One of these meetings will be used for a traditional Meet the Teacher Night. Two evenings will be used for conferences with parents. The last evening meeting may be used for an additional parent conference or activity involving parents and or students. The calendar and nature for these meetings will be decided in

consultation with the staff of each building. At the Middle School, evening meetings associated with special school events such as Project SEE, school plays, school musicals, etc., which are strictly voluntary or paid a stipend, will not be counted toward the four evening meetings per year requirement for staff.

Effective July 1, 2005, at the elementary level, three of the four meetings shall be utilized for parent conferences; the first shall be "Back-to-School Night."

Effective July 1, 2005, at the secondary level, the fourth evening meeting shall be planned in consultation with the building principal.

2. Afternoon Meetings:

Teacher attendance is required at two afternoon meetings per month. The first of these meetings will be a monthly building faculty meeting and will be for 45 minutes beyond the regular teaching day for that school. The second of these meetings will be devoted to program development, workshops, department, and curriculum or team meetings. These will extend 60 minutes beyond the regular teaching day for each school with the meeting responsibility directed by the superintendent and his administrative and supervisory staff. Committees such as the building advisory and/or curriculum committees, where the members are elected or volunteer to serve on the committee, shall establish their own meeting times and are not subject to the limitations of this section. However, they should avoid scheduling meetings, which conflict with the regular Monday meeting schedule. The President of the Nyack Teachers Association and the Superintendent of Schools or their designees will meet in June of each year to establish the regularly scheduled Monday afternoon meeting calendar so that regularly scheduled meetings are published in advance.

Over the course of a school year there may be an additional 6 hours of meeting time to be part of the professional development mandated time. This time may be added to existing meeting time or early dismissal days in amounts no greater than 1 ½ hours per meeting. The district will provide at least a month's notice of which meetings will be extended. The staff will have input as to what will be done during this time as reflected in the Professional Development Plan. This will not be used to increase the number of monthly meetings.

3. Parent-Teacher Conferences:

Every effort will be made to schedule parent-teacher conferences during the regular teaching day. In cases where this is not possible, teachers are expected to cooperate in holding parent-teacher conferences at other times. Every effort will be made to keep late afternoon or evening parent-teacher conferences at a minimum.

If, in the opinion of the building principal, a late afternoon conference, beginning after 4:00 P.M., or an evening conference, is deemed necessary, the staff member will be compensated at the rate of 1/1500 of his current regular salary per hour, for each hour or any portion thereof. This does not apply to the regularly scheduled evening conference hours of guidance personnel.

D. Avoiding Loss of Preparation Period:

1. General Procedures:

The administration will attempt to avoid the problem of teachers losing their preparation periods to the maximum extent that is possible.

- a. The administration will normally provide substitutes for teachers who are absent.
- b. When the substitute does arrive a period or two late to cover the absent teacher's duties, and a teacher covers the period during his preparation period, the principal will make every attempt to have the substitute or staff indicated in item (2)(b) cover a period (particularly a study hall or similar assignment) for the teacher who has lost the preparation period. This will be done if it is at all possible.
- c. In the event of a long-term (several weeks or more) absence, a substitute will be utilized unless: the department chairman, members of the department, and the building principal collectively feel that the teacher's assignment could be covered better by members of that department; In this event the principal will recommend, with details, the proposed arrangement to the superintendent of schools for the final decision. If an arrangement of this nature is agreed upon, the staff member covering the periods will be financially compensated at a rate, which is predetermined.

2. Secondary:

- a. Every staff member will have a preparation period equal to at least one class period for preparation every day.
- b. Each secondary building will have a minimum of one teacher who is assigned as a homeroom and stand-by teacher for the first period. This teacher will be utilized in the case of emergencies for homeroom and first period if personnel are late in arriving, or a substitute is not available until the second period. The stand-by teacher will carry a full teaching load, but will have no homeroom assignment and will have the stand-by during the first period instead of a study hall or similar assignment. The principal of the building may assign this standby teacher other professional tasks during the first period if he is not needed to cover another teacher's first period class. In addition to this, each secondary school will, to the extent possible within the schedule, attempt to have additional teachers with stand-by periods during the day so that other periods may be covered in a similar manner. This may require that teachers who have this duty in lieu of a study hall or similar assignment may be requested to have a "floating" preparation period. This means that the teacher may be asked to cover an assignment during one of those two periods.

It is agreed that the fixed non-teaching duty assignment of "standby" will be eliminated at the Senior High School. It is further agreed that a pool of volunteer teachers will be sought for each period to fulfill - in unanticipated emergency situations - this duty of supervising classes, hall

duty, and/or study hall during the teacher's preparation period. If an unanticipated emergency situation arises where there are no available volunteers, staff with a preparation period will be assigned. A strictly rotating system will be used for all assignments.

Teachers serving in this capacity will be paid at a rate from the following table:

2005/06	\$40.26
2006/07	\$41.47
2007/08	\$42.76
2008/09	\$44.13

Teachers at the Middle School will be paid at the above rate for class coverage when substitutes are not available.

3. Elementary (K-6):
  - a. Every professional staff member is entitled to two hundred (200) minutes of preparation time per five (5) day week, such time within the normal instructional day.
  - b. Every effort will be made to provide each staff member with an average forty (40) minutes per day if possible, and with a minimum of thirty (30) consecutive minutes per day.
  - c. The administration agrees to explore and implement a schedule for early dismissal days to maintain teachers' preparation time. The district will not hire substitute teachers for the purpose of providing teacher preparation time on early dismissal days.
  - d. The District will not be required to provide the regular preparation time for teachers when their regular preparation time occurs when they are out of the building.

## **ARTICLE VI-SPECIAL EDUCATION**

### **PREAMBLE**

The terms and provisions of this article are in addition to the terms and provisions of the other articles in this agreement.

#### **A. Preparation of Individualized Education Programs (I.E.P.)**

Full time special class and resource room teachers shall receive release time each school year for I.E.P. preparation and holding planning conferences with parents pursuant to the schedule below. Days will be chosen at the teachers' discretion subject to approval by the Supervisor of Special Education based on having adequate coverage available. Additional time will be provided where a need is shown. All of these days are to be on site.



Release Days for IEP Preparation:

Number of Students	Number of Release Days
1 to 5	1
6 to 10	1.5
11 to 15	2
Over 15	2.5

B. Instructional and Non-instruction Duties

1. K-5 resource room teachers shall receive thirty minutes per day for testing new referrals and report writing.
2. Secondary departmentalized special classes and resource room teachers shall teach a maximum of five periods. The sixth period will remain free for testing, report writing, and conferencing.

C. Special Education Programs

For all of the special education programs described in this section, the District agrees to first request volunteers from the regular classroom teachers to participate in these programs. In addition, the District agrees to provide adequate training for the special education and regular classroom teachers who are involved in these programs.

When, in the estimation of any teacher that teaches a special education student and/or the special education teacher, a student is not being provided appropriate services, either teacher has the right to request a CSE pursuant to Part 200 of the Commissioner's Regulation.

1. Elementary

a. Collaborative Classes:

The regular education teacher, a special education teacher and the special education teaching assistant will staff these classes. Every effort will be made to keep the ratio of special education students to mainstreamed students at no greater than 1/3. The District recognizes the need for small class size in this type of class.

b. 504's:

Atypical accommodations in a student's 504 plan which may be difficult to implement may be reason to initiate a meeting with the classroom teacher, the school principal and the 504 coordinator. Such a meeting may be requested by the classroom teacher and would be held for the purpose of assisting the teacher to implement the plan.

2. Secondary

a. Collaborative Classes:

The district agrees that for collaborative classes, total class size shall not exceed 20 students. Any student in the class that requires 1:1 teaching assistant in that class shall be pursuant to the student's IEP. Collaborative Classes shall be staffed by a regular education teacher, a special education teacher and teaching assistants pursuant to the following table for the

middle school. The high school shall be staffed with a special education teacher and a regular education teacher, with no teaching assistants required to be assigned to collaborative classes at the high school, pursuant to the following table.

Class Size	Max No. of Spec. Ed. Students	Maximum No. of Staffing
20	9	2 teachers / 1 TA**
19	9	2 teachers / 1 TA**
18	9	2 teachers / 1 TA**
17	8	2 teachers / 1 TA**
16	8	2 teachers / 1 TA**
15	7	2 teachers
14	7	2 teachers
13	6	2 teachers
12	6	2 teachers
11	5	2 teachers
10	No collaborative class	

\*\*The District will not be required to assign Teaching Assts to Collaborative Classes at the H.S.

- b. 504's. Atypical accommodations in a students 504 plan which may be difficult to implement may be reason to initiate a meeting with the classroom teacher, the school principal and the 504 coordinator. Such a meeting may be requested by the classroom teacher and would be held for the purpose of assisting the teacher to implement the plan.

## **ARTICLE VII - STAFF EVALUATION**

The original and a copy of all evaluative reports, e.g., observations, evaluations made of staff performance by a principal, and related recommendations made of staff performance by a principal, assistant principal, department chairman, or coordinator shall be sent to the staff member. The original must be initialed by him and returned to the appropriate supervisor, and the copy kept by the staff member. The staff member must have a copy of all evaluative reports within seven (7) school days. If for some reason this is not possible, it is the responsibility of the supervisor to notify the staff member that the report will be delayed, indicate the reason for the delay, and when the supervisor will have the report in the hands of the staff member.

The initialing of the report merely indicates that the staff member has seen the report and not that he necessarily approves of it. The staff member shall have the right to make a written comment on the report in the space provided for such purposes and may request a delay of one day prior to the signing and filing of such a report. The staff member shall be entitled to a conference with the supervisor who has issued the report. In the area of staff evaluation, it should be kept in mind that the purpose of evaluation is for improvement of performance and all observations by both the observer and the staff member being observed should focus on this objective.

In addition to observations by department chairmen or coordinators, the principal and/or assistant principal must submit at least one observation report concerning the staff member's performance. Each probationary staff member shall receive the principal's report prior to the winter recess. All other staff members shall receive the principal's report no later than May 1.

Any end of year evaluation reports will be presented to the staff member before the last week of the school year.

### **ARTICLE VIII - TEACHING AND TEACHER FACILITIES**

A. **Facilities:**

The Board and the Association recognize that the availability of satisfactory school facilities for both pupil and teacher is necessary; to insure the high quality of education that is the goal of both parties.

B. **Teaching Materials:**

1. The Board agrees that it will provide, after due consideration by the teachers and building administrators and the recommendation of the superintendent and approval of the Board of Education, sufficient teaching materials to insure that each pupil has an adequate supply of instructional materials. Every effort will be made to have new materials received by September 1 of each school year and to have teachers informed by the building principal or the department chairman by the end of each school year what materials, if any, have been deleted from their requisitions.
2. Teachers or representative teacher committees or departments shall be consulted and requested to advise their immediate superiors on the necessity or the desirability of purchasing new textbooks and other teaching materials, or of replacing old or worn textbooks and other teaching materials.
3. The Board agrees that it will provide each building with adequate audio-visual equipment and materials. The basis for selection of the audio-visual materials and equipment will be statewide practices and recommendations in the audio-visual area, recommendations of the building audio-visual specialists, the level of utilization of the equipment and materials in each building, and the requests and recommendations of the teachers within the specific building. The extent of the equipment and materials to be purchased will be indicated in the proposed budget.

### **ARTICLE IX - NON-TEACHING DUTIES**

The Board and the Association recognize that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, the Board agrees to continue to reduce non-teaching duties through the use of teacher aides and other non-professional personnel wherever in its judgment it is financially feasible so that teachers will have more time to devote to teaching activities. The Administration and N.T.A. will meet annually to explore ways to use non-teaching staff to reduce non-instructional duties for teaching staff, without increasing financial burden to the district.

## **ARTICLE X - PROTECTION OF TEACHERS**

### **Assistance in Assault Cases:**

Principals shall report all cases of assault suffered by staff in connection with their employment to the superintendent of schools.

The building administrator shall inform the staff member immediately of his rights under the law and shall provide such information in a written document.

The superintendent shall also notify the staff member of his readiness to assist him as follows: by obtaining from police and from the principal relevant information concerning the culprits; by providing legal counsel to accompany the staff member in court appearances; and by acting in other appropriate ways as liaison between the staff member, police and the courts.

This assistance is intended solely to apply to the criminal aspects of any case arising from such assault.

The Board will provide legal services and pay the fees and expenses where civil or criminal action is brought against a staff member based upon disciplinary action taken against any pupil of the district while the staff member was in the discharge of his duties within the scope of his employment. The staff member, however, is required in order to receive the protection, to deliver the original or a copy of any summons, complaints, process notice or other paper received by him to the Board of Education within ten (10) days after service on him.

In addition hereto, the Board will comply with and adhere to the provisions of section 3028 of the New York State Education Law.

## **ARTICLE XI - STUDENT CONTROL AND DISCIPLINE**

The Board continues to recognize its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline within the classroom. The Association continues to recognize that staff members exert a major role and responsibility in the maintenance of discipline within the schools. Both groups fully recognize that the teacher is not expected to assume continued responsibility for emotionally disturbed students. Whenever it appears that a particular student requires special attention, the teacher will refer this to the principal of the school or his designee, who will follow through on the case, utilizing any and all professional personnel who may be of assistance.

All serious cases of disciplinary infractions will be reported immediately to the principal or his designee. When a teacher sends a student to the office, a copy of the discipline form will be sent to the office immediately.

- A. In any case where student assaults a teacher or any school support personnel, the principal or his designee will immediately suspend said student for a period not to exceed five (5) days. In the above case, it is the intention of the parties to enforce the spirit expressed in Section 3D of the document entitled: The Maintenance of Public Order on School Property. It is specifically understood by the parties that Section 3D is not incorporated by reference or otherwise, into this contract.

- B. In any case where a student is in possession of a dangerous weapon, or in any case of extortion, said student will be removed to the principal's office and the police will be called immediately.
- C. In cases where a teacher determines that a student has committed an act of gross insubordination, has threatened, intimidated, or harassed a teacher, or that a student has committed an act of fighting, has threatened, intimidated or harassed another student, the following shall apply:
1. The student will remain in the principal's or assistant principal's office. If he leaves that area, he must be accompanied by the principal and/or the assistant principal or their designee until a final disposition has been made.
  2. The teacher will furnish the administrator with the reason for which the child is being sent to the office, at the time the student is sent to the office. The teacher making the determination will provide a written report of the particular incident as soon as practicable but no later than the close of the school day.
  3. An investigation will be undertaken by the principal or his designee to fully determine all facts pertinent to the situation.
  4. There will then be a conference between the teacher and the principal or his designee. If it is determined by the principal at the conference that the student is in violation, the principal will suspend the student for a period of not less than one day or more than five days.
  5. If it is determined by the principal or his designee at the conference that the student act is not a violation, the teacher may request a second conference which will be with the principal, and which will be held at the earliest possible time. At this conference, a representative of the teacher's choosing, from the faculty of the particular school involved may be present.
  6. For the purpose of this agreement insubordination shall be defined as the intentional and purposeful disregard by a student to comply with a reasonable directive given by a staff member. Repeated acts of insubordination will raise the level of the offense to gross insubordination. Gross insubordination shall be defined as a serious, intentional and purposeful disregard by a student to comply with a reasonable directive given by a staff member. These actions include violation of federal, state or local law or school policies.

All of the above provisions in the cases of elementary students will be treated in light of the student's age, size and maturity.

Students should not be sent from class for minor rule violations, such as gum chewing, lost books, or being unprepared for class unless the behavior is clearly persistent, and the teacher involved has previously engaged in a series of corrective actions, of reasonable duration, and this action has failed to produce the desired behavior change on the part of the student. In such cases, and in cases of major rule violations, the teacher will furnish the administrator with the reason for which the child is being sent to the office, at the time the student is sent to the office. Then, if this is not possible, the teacher must furnish the administrator with

the reason for which the child has been sent to the administrator's office at the earliest possible opportunity, such as at the preparation period or lunch period, but no later than the end of the teaching day. Full particulars of the incident will be in writing. The student involved will not be sent back to the same class period from whence he has been dismissed (secondary level) and will not be returned to the same teacher for a period of 30 minutes (elementary level). The affected student will be readmitted to the classroom only upon authorization of the principal or his properly delegated assistant and/or representative. The administrator involved will notify the teacher of the disposition of the problem along with any guidelines and/or suggestions concerning the future handling of the case. However, a conference should be held with the teacher or a written communication sent to the teacher concerning the problem at the earliest possible opportunity.

Chronic offenders of Sections A B and C (above) will be subject to steps leading to expulsion, if sixteen (16) years of age or older.

The Board further agrees to hire additional clerical assistance to help in the attendance office and to hire matron(s) for the girls' lavatories at Nyack High School.

There will be strict enforcement of Section 240.35 of the Penal Law regarding loitering on the school premises. Present school regulations will be strictly enforced.

If a staff member suffers the loss or destruction of a prosthetic device (ie: eye glasses, dentures, hearing aid) or has his clothing damaged while acting in the line of duty to stop a disturbance, is assaulted by a student, or while attempting to prevent the destruction of public property, such as a fire, the Board will assume the cost of the replacement or repair of such item. This does not apply to the loss of personal items such as a radio, tape recorder, purse, etc. Nor does this apply to loss due to the normal teaching duties and responsibilities. The teacher must report the incident and loss to the building administrator.

Nothing contained in this article shall be construed as a limitation of the right of any student, nor of the obligations of the Board of Education to afford due process to students. Any provision of this article, which shall, at any time, be in conflict with such rights or obligations shall not be enforceable in any form.

## **ARTICLE XII - SITE-BASED MANAGEMENT - CONTRACT WAIVERS**

### **A. Site-Based Management**

The Nyack Teachers Association and the Nyack Public Schools commit ourselves to the principle of shared decision-making. We recognize that, depending upon the issue, there are various types of shared decision-making, that various groups might be involved, and that the process decided upon for each task should be consistent with the nature of the decision. In any event all parties concerned should be aware, early in the process, of the explicit mode of decision-making to be employed. All items for shared decision-making will be mutually agreed to by the building principal and committee members. Each

building will create a site-based management committee to discuss school concerns and to arrive at solutions. The method of representation on the committee will be decided upon by the school's building representatives and will include the building principal and assistant principals. The committee will decide how often it needs to meet. The agenda for the meetings will be mutually set by the committee chairperson and the building principal.

This site-based management committee will remain distinct from internal building committee(s), comprised exclusively of teachers, which will meet with administrators to deal with the unique relationship between these two groups, building concerns, contract matters, or possible waivers.

B. Contract Waivers

1. Waiver proposals will be presented to the site-based management committee for consideration. A sunset provision will clearly define the duration of the new, experimental program. Generally, a waiver may be granted for one year and extended on a year by year basis.
2. If the committee approves, the waiver will be voted on by the bargaining unit members. A two-thirds majority of entire building staff would be required for approval.
3. The waiver request will then be presented to the N.T.A. representative council for approval.
4. The waiver becomes effective when signed by the N.T.A. President and the Superintendent of Schools.
5. The waiver is not binding on another building.
6. There is a presumption that collective areas of the contract including but not limited to salary schedule, fringe benefits, and grievance, evaluation and dismissal procedures are not to be waived.
7. The collective bargaining agreement will remain in full force and effect, and have full application to the employees who are affected by the site-based decision-making arrangement.

### **ARTICLE XIII- DUES DEDUCTION**

The Board agrees to deduct from the salaries of its employees dues for the Nyack Teachers' Association, and its affiliates, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association, Teacher authorization shall be in writing in the form set forth below. The union will establish its own dues deduction schedule.



**DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION**

---

(Print) Last Name                      First              Initial                      Building

---

Address

TO: BOARD OF EDUCATION OF NYACK PUBLIC SCHOOLS

Pursuant to Chapter 392, Law of 1967, I hereby designate the NYACK TEACHERS ASSOCIATION as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to my arrangements agreed upon with such association, to deduct from my salary and transmit the dues as certified to the association. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

**Nyack Teachers Association and Affiliates**

---

Employee's Signature

---

Date

\* \* \* \* \*



All stipends contained in the Agreement will be increased in accordance with the percentage increase for each year's base salary, except where new stipends have been negotiated.

C. Salary Differential for Additional Preparation:

1. Any teacher who has completed 15 graduate semester hours of approved study, including approved in-service credit, beyond the Baccalaureate Degree will be paid a differential [(Scales 2)].
2. Any teacher who has completed a Master's Degree will be paid a differential [(Scale 6)]. Only the required number of credits, as established by the university awarding the degree, will be considered applicable.
3. Any teacher who has completed 15, 30, 45 or 60 graduate semester hours of approved study, including approved in-service credit, beyond the Master's Degree will be paid a differential [(Scales 7, 8, 9 and 10)].
4. Teachers who have obtained 75 credits beyond their masters will be compensated at a rate indicated elsewhere in this section. The change to this rate will be in accordance with the following guidelines:

Credits cannot be applied to this salary rate change at a rate greater than 6 credits per year.

The district may offer in-service courses - beyond the prior maximum of 30 in-service credits - for teachers to take toward movement to this new pay rate. The district has the right to require that a teacher take designated in-service courses of up to 6 credits toward this rate change from those offered by the district, the Nyack Teacher Center, or other Rockland County staff development centers. If the district does not designate a sufficient number of in-service courses, it agrees to accept other eligible courses toward the rate change.

Additional credits taken toward movement to this rate must be in education or the teacher's major field.

The district has the right to require prior approval for such courses. A teacher must be in the district at least four years before being eligible to begin applying credits toward this rate change.

This provision is addressed solely in Article (XIV)(C).

The rate of compensation for these additional credits will be 1.94266 of the base salary for a teacher with 7 years of accredited experience. An additional .07195 will be added to the salary rate for each additional year of experience up to a maximum of 15 years. Teachers on this rate will be entitled to the separate longevity increases in accordance with the qualifications stated for teachers on the MA 60 scale.

5. Any teacher who has earned a Doctoral Degree in the area of his professional position will be paid a differential (Scale II). If the degree is not in the teacher's professional area or closely related to it, no differential will be paid.

6. Any teacher who has earned National Board Certification shall be paid by the District a stipend of \$3,000 annually for the duration of the national certificate.
7. Undergraduate credits may be applicable toward salary scale advancement if:
  - a. Prior approval, in writing, is obtained from the superintendent of schools, and,
  - b. The specific course or courses are such that they will be of direct benefit to the teaching performance of the teacher or to the Nyack Public Schools.

D. Closing Scale: Beginning with July 1, 2000 the BA 15 scale for steps 2 to 6 will be opened for scale changes and the BA 30 scale will be closed for scale changes.

Any staff member who has been placed at the BA+30, BA+45 or BA+60 scale prior to the dates of discontinuance will continue to move through the experience increments.

A staff member may make one change on the salary scale in a 12-month period.

E. Continued Satisfactory Service:

1. Steps 12-15: After the 11th step on the salary schedule, the remaining steps are automatic as long as the staff member continues to perform his professional duties in a satisfactory manner. In the event that a tenure staff member does not, he may be held at the present salary step until his professional performance warrants continued advancement.

The procedure which will be used will be the same as that indicated in Article VII (Staff Evaluation) and in Article III (Responsibilities and Rights) Any staff member who is at the 11th step or above and whose performance is less than satisfactory will be so notified in writing as part of his regular evaluation. Professionals who are to be held at their present step will be notified in writing no later than March 1 of the current year by the superintendent of schools. Definitions and guidelines for less than continued satisfactory service are:

- a. Inattention to professional responsibilities such as certification requirements and professional preparation.
- b. Inattention to rules: and regulations of building principals and the superintendent and/or policies of the school system.
- c. Inattention to required reports on and evaluations of pupils.
- d. Habitual tardiness or habitual failure to fulfill the time requirements of a normal teaching day.
- e. Disregard for the course of study requirements.
- f. Indications of incompetence.
- g. Unethical conduct.

- h. Failure to maintain an adequate level of instructional competence.
- i. Behavior, which is not serious enough to bring charges against the individual for incompetence, but is so serious that it affects professional performance.

F. Longevity Pay:

Although a sound salary schedule which is competitively maintained is basic, it is also recognized that continued professional service in the Nyack Public Schools is worthy of additional compensation. Therefore, longevity pay will be given to staff members after their longevity has placed them on the top step.

1. Requirements: To be eligible for longevity pay the staff member must;
  - a. Hold permanent New York State certification for his position;
  - b. Have tenure;
  - c. Must have served a minimum of three years on the top step of his/her scale or three years on the previous career increment
  - d. Must be on at least the MA Scale if first employed after September 1, 1983; and
  - e. For staff hired after 7/1/05, the staff member must have fifteen (15) years of service in the Nyack Public Schools.
2. Longevity Pay Schedule:  
 Payment of longevity shall be made bi-weekly, the first payment to be made to coincide with the first pay period of the school year. Effective July 1, 2000, all staff will be entitled to longevity steps as follows:

YEAR ELIGIBLE AND AMOUNT

	<u>2005/06</u>	<u>2006/07</u>	<u>2007/08</u>	<u>2008/09</u>
BA 23 <sup>rd</sup> Year	\$4240	\$4368	\$4504	\$4649
BA 26 <sup>th</sup> Year	\$5270	\$5429	\$5598	\$5778
MA 18 <sup>th</sup> Year	\$1976	\$2036	\$2100	\$2168
MA 21 <sup>st</sup> Year	\$3949	\$4068	\$4195	\$4330
MA 24 <sup>th</sup> Year	\$5271	\$5430	\$5599	\$5779
MA 27 <sup>th</sup> Year	\$6301	\$6490	\$6692	\$6907
MA 30 <sup>th</sup> Year	\$7301	\$7520	\$7754	\$8003

Staff presently on the BA longevity steps will continue to receive those steps plus all additional increases. Effective July 1, 2000 BA longevity steps are eliminated for new staff.

G. Transfer Service:

The superintendent will evaluate the training and experience of new additions to the staff and place them upon the salary schedule accordingly. Credit for prior service may be full. Prior service credit shall include up to four (4) years of military service, service in the

Peace Corps, Volunteers in Service to America (VISTA), The Teacher Corps, teacher exchange programs and internships. This provision is not retroactive.

H. Graduate and In-Service Credit:

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

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

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

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

Graduate courses in administration used for scale changes will be limited to 9 credits for the teacher. People in administrative programs prior to 07/01/00 will be excluded from this limit.

Teachers may take a maximum of nine (9) credits for scale change via on-line courses pursuant to guidelines developed by the District.

I. Student Teaching:

Upon the request of the superintendent of schools any member of the professional staff who is on tenure will consider it part of his obligation to the profession to serve as cooperating teacher for a student teacher. No more than one such assignment will be expected within the year and the cooperating teacher will receive two semester hours of in-service credit on the salary schedule for every twelve week or equivalent period. If more than one teacher is involved with a cadet teacher, the credits will be shared provided the time each teacher works with a cadet teacher is equivalent to a six-week period, thereby such teacher will earn one in-service credit.

J. Subject Area Coordinators:

Coordinators (K- 12) who have system-wide responsibilities will be paid an additional stipend at the following rates:

<u>YEAR</u>	<u>2005/06</u>	<u>2006/07</u>	<u>2007/08</u>	<u>2008/09</u>
Full Time	\$5627	\$5796	\$5976	\$6168
11 or more	\$4329	\$4459	\$4598	\$4746
6 to 10	\$4114	\$4238	\$4370	\$4510
5 or fewer	\$3029	\$3120	\$3217	\$3320

The current subject area coordinators will be eliminated by attrition.

K. Department Chairpersons:

The Board may create additional positions or delete those already in existence. Once appointed, a chairperson will continue in his/her position unless otherwise notified. If a new position is created by the Board, the duly appointed incumbent of the position will receive a salary differential. A job description will be provided. Whenever possible, department chairpersons shall be included in the interviewing of prospective professional candidates for their departments. Department chairmen will be involved in the budgetary process they will be asked for budgetary recommendations for their departments and will be provided with copies of budgetary allotments prior to May 15th. In addition, they will be consulted if budgetary adjustments are required for their departments. Department Chairpersons will be paid the differential noted below and will have the class load indicated:

<u>Years</u>	<u>Class Load</u>	<u>2005/06</u>	<u>2006/07</u>	<u>2007/08</u>	<u>2008/09</u>
16 or more	2	\$4965	\$5114	\$5273	\$5442
11-15	2	\$4321	\$4451	\$4589	\$4736
06-10	3	\$4031	\$4152	\$4281	\$4418
5 or fewer	3	\$3095	\$3188	\$3287	\$3393

L. Guidance Counselors:

Guidance Counselors will be paid in addition to their salary to compensate them for extra duties and hours which are required as part of their position between September 1 and June 30 as follows:

2005/06	\$5387
2006/07	\$5549
2007/08	\$5721
2008/09	\$5904

M. High School Dean of Students:

High School Dean of Students will be compensated as follows:

2005/06	\$8970
2006/07	\$9239
2007/08	\$9525
2008/09	\$9830

- N. The stipends for the existing positions, which were created to help with department curriculum responsibilities, are listed in Addendum A and Schedule D. The job descriptions for these and future such positions can be found in a job description binder in the personnel office.

O. Professional Responsibilities:

1. It is the responsibility of all professional personnel to submit transcripts of their baccalaureate degrees and graduate degrees to receive credit for placement on the salary schedule. Transcripts must also accompany any requests for adjustment on the scale placement beyond the degree.

2. Credits beyond the degree, to be valid for scale adjustment, must be in the area of the teacher's specialization or in general education. Exceptions to this rule are at the discretion of the Board of Education. Teachers must obtain prior approval of the university work that is planned from the superintendent of schools in order to be applied to the salary schedule.
3. Claims for scale adjustment must be in the superintendent's office prior to October 1 or March 1 of each school year. Scale adjustments will not be retroactive beyond September 1 or February 1 of each year.
4. Members of the educational staff are responsible for keeping their certification requirements current and up-to-date. Failure to do so voids all rights to placement upon the salary schedule or retention of tenure in the position.

P. Salary Payments:

Salary payments to professional staff shall be made biweekly, the first payment to be made on the second Friday of the school year. Whenever school is not in session on a Friday payday, the school day next prior to such Friday shall be the payday. Arrangements will be made with the payroll contractor to obtain the salary checks within the above framework. Salary payments to professional staff will be made on the last school day prior to extended seasonal holidays.

Professional staff who began their employment prior to September, 1968 have three salary options: 1) biweekly payments for twelve months, 2) the ten-month plan, or 3) the twelve-month plan with a lump sum payment for the summer months in June. Any change in option must be exercised by August 1. All staff members beginning their employment on or after September 1, 1968 have two salary options: 1) ten-month plan, 2) twelve-month plan with a lump-sum payment for the summer months in June.

All bargaining unit members will be paid through direct deposit of their paychecks.

Q. Payroll Deductions:

The District will provide payroll deduction for bargaining unit members for each of the following programs:

- a) NYSUT Member Benefits;
- b) NYSUT VOTE/COPE; and/or
- c) Internal Revenue Code 529 Accounts.

The Association will provide appropriate forms for sub-sections (a) and (b) above.



## ARTICLE XV – CO - CURRICULAR ACTIVITIES

### A. Interscholastic Athletics:

All recommendations concerning positions and personnel assignments for coaching positions for the next school year will be submitted to the superintendent of schools in writing by the Director of Physical Education in the following manner:

Fall sports by February 15

Winter sports by June 1

Spring sports by July 15

The director's recommendations will be based upon recommendations and evaluations of the head coach of each sport and will be finalized in consultation with the head coach of each sport and the building administrator.

Three steps will be established to differentiate years coaching a particular sport within the Nyack Public Schools. Step I is for the first and second year of coaching in a particular sport. Step II is for the third and fourth years of coaching in a particular sport. Step III is for five or more years of coaching in a particular sport. (See Interscholastic Salary Schedule attached hereto as Schedule C)

### B. Other Co-Curricular Activities:

1. See Co-Curricular Salary Schedule attached hereto as Schedules E and F.

#### 2. New Activities:

A proposal form will be completed by the staff member interested in starting the activity and presented to the principal for approval. The principal may approve the activity with a jointly developed recommendation for a stipend if unencumbered funds are available within the current year's building co-curricular budget. If funds are unavailable, the principal should submit a request for additional co-curricular funds through the normal budget process. Copies of the signed proposal in either case with recommended stipend should be forwarded to the Superintendent's designee who will then consult with appropriate NTA officials to agree upon a stipend. The agreed upon figure will then be forwarded to the Superintendent for a decision. The Superintendent's decision shall be final. Should funds be unavailable to support a stipend, the activity may still be offered.

#### 3. Existing Activities:

Activities for which there is no approved stipend may be offered with the understanding that the above process should be followed. When it is felt that the responsibilities of an activity warrant a change in stipend, the same procedure as that for a new activity shall be followed.

## ACTIVITY FORM

School \_\_\_\_\_

Activity or Club \_\_\_\_\_

New \_\_\_\_\_ Existing \_\_\_\_\_

New activity or club only:

Describe the purpose of the activity or club and planned activities (trips, fundraising, assemblies).

Estimate the number of hours and describe how the hours will be spent.

Existing activity or club only:

Describe the change(s) in the activity or club that calls for an increase in the stipend.  
Estimate the increased number of hours and describe how they were/will be spent.

Teacher \_\_\_\_\_

Building Principal \_\_\_\_\_

Unencumbered Co-curricular Balance: \_\_\_\_\_

Recommended Stipend: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Superintendent of Schools \_\_\_\_\_

## ARTICLE XVI -EVENING SCHOOL, SUMMER SCHOOL, SUMMER CURRICULUM WORK AND AFTER SCHOOL PROGRAMS

In filling vacancies for summer school and evening school, the Board will continue its present policy of evaluating professional background, experience and other variables. When all other factors are equal, in the judgment of the Board of Education, the applicant from the local system will be given priority.

Notification of positions for both summer and evening school will be made through the posting of a list of positions open on the school bulletin boards. All teachers interested in such positions should apply in writing.

A. Alternative Educational Programs:

If the district decides to offer an alternative educational program such as evening school, the Board agrees to negotiate compensation and working conditions with the NTA before the program is implemented.

B. Secondary Summer School:

1. Each teacher hired for summer school will be placed on the salary schedule based on his/her summer school experience.
2. The summer school salary schedule will be as follows:

<u>Summer</u> <u>Experience</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
1 – 3 years	\$37.53/hr	\$38.66/hr	\$39.86/hr	\$41.14/hr
4 – 6 years	\$39.80/hr	\$40.99/hr	\$42.26/hr	\$43.61/hr
7 yrs and up	\$43.20/hr	\$44.50/hr	\$45.88/hr	\$47.35/hr

No later than 2 weeks after the final budget vote, the District will provide to each of the schools offering a summer school program, a copy of the guidelines and expectations for the coming summer school program. The program will provide a minimum of 15 minutes before and after the summer school day for preparation. These guidelines will indicate the curriculum to be taught and any additional time that will be provided beyond class time for preparation, working with students, correcting work and preparing grades. Teachers will have a minimum of 2 weeks after the guidelines are received to apply for a summer school position.

C. Curriculum Work:

Teachers employed to work on curriculum and program will be compensated as follows:

2005/06	\$36.38
2006/07	\$37.48
2007/08	\$38.65
2008/09	\$39.89

D. After School Programs:

The current list of after school programs with descriptions and hourly wages are listed in Schedules C, D, E, and F. The district agrees to update this list once a year and provide copies to the NTA President and Senior Building Representatives.

## **ARTICLE XVII – LEAVES OF ABSENCE**

### **A. Cumulative Leave:**

All regularly employed professional staff shall be entitled to approved absences, as set forth below, which shall be cumulative to a limit of 200 days. However, it is understood that any staff member shall reimburse the Board for any remuneration which he may be eligible to receive during that period of time from the New York State Compensation Board.

#### **1. Provisions:**

- a. Probationary Staff: During the probationary period each professional shall be entitled to 20 approved absences per year accumulative to 60. In addition, each shall be entitled to a non-cumulative reserve security bank of 90 days to be used in the event of a physical accident or illness which would require hospitalization or a prolonged illness. The non-tenure staff member shall enjoy this benefit during each year of the probationary term. The security provision shall be voided upon appointment to tenure.
- b. Tenure Staff: At tenure, a staff member receives 40 days added to his cumulative leave and 20 days each year thereafter to a cumulative total of 200.

#### **2. Deductible Absences:**

- a. Personal Illness: An absence which extends beyond three or more consecutive working days requires a physician's certificate if the staff member is not on tenure. If the staff member has tenure, any absence, including family illness, which is more than five consecutive working days requires a physician's certificate.

All professional staff experiencing non-consecutive absences for illness in excess of twelve days per school year may be required to provide medical documentation after the twelfth absence and may be required to have periodic physical examinations by the district medical officers.

#### **b. Unavoidable Absence for Medical Reasons:**

- i. A staff member's absence for reasons of quarantine imposed by a physician shall be deducted from the cumulative leave. A Physician's certificate is required.
- ii. Family Illness family includes: spouse, children, mother, father, sister or brother of a staff member, or any other relative residing in the household of the staff member.
- iii. Medical Appointments: If a staff member is unable to obtain an appointment at any other time than during the work day for medical examination, medical treatment, emergency dental work, medical testing, etc., such time requested for one of these purposes may be deducted from the cumulative leave. However, it is understood that every effort will be made to have medical

appointments at a time other than during regular school days and this time will be utilized only when no other arrangement can be made and the medical appointments are necessary, or the staff member is currently ill and must seek medical counsel.

c. Others:

- 1) Religious Holidays
- 2) Personal days

All professional staff will be allowed four (4) personal days per year which will be deducted from cumulative sick leave. Five days notice must be given before the requested date. If five day notification is not possible because of an emergency situation the form must be submitted on the date on which the employee returns.

These personal days will not be used for recreation, shopping, etc. Personnel Day forms will not require any statement of reason for using personal days and will not require the principal's signature. Any personal days requested which fall immediately before or immediately after a vacation must be approved by the Superintendent of Schools. The superintendent of Schools may grant additional days, however the staff member must make the request for additional days in writing.

B. Non-cumulative Leave:

1. Short-Term Leave:

a. Approved absences: The following are all approved absences to the respective limits herein set forth and will be permitted without loss of salary. In each case, however, it shall be a condition for such absence that the principal of the school be notified in writing (if possible), affix his signature, and forward to the superintendent's office.

i. Death in the immediate family: Maximum of five working days shall be permitted depending upon the circumstances in each particular case. If more time is needed due to lengthy travel requirements, this may be requested from the superintendent of schools. The immediate family includes: spouse, children, mother, father, sister, brother, mother or father-in-law, grandparents or any other relative permanently residing in the staff member's household.

ii. Court and/or Government Agency Appearance: The number of days necessary will be approved if one of the following conditions exist:

- (a) School district is involved and the teacher is a party or witness to the action.
- (b) The staff member is required as a witness to testify to

facts of general interest before a federal, state or county grand jury.

(c) Staff member is required to appear in court or before a government agency and a subpoena indicating such has been received by the staff member and is presented as evidence of this necessity to the superintendent of schools.

(d) Jury Duty: If a teacher served on jury duty when school is not in session, he will retain any financial compensation received for that day or days. However, it is understood that the staff member must notify the school immediately upon receiving notification that he is to serve on jury duty.

iii. Educational Examinations: Examinations such as certification examinations and general examinations which are offered by universities, where the staff member is required to be present to take the examination at a given time and date.

iv. Leave for Association members to attend New York State or Rockland County conferences. Two staff members, designated by the Association, will be granted leave with pay, upon the request of the president of the Association, to attend a meeting or conference, sponsored by the New York State Teachers' Association, the Rockland County Teachers' Association, American Federation of Teachers, AFL-CIO, or the National Education Association. The expenses of the teachers selected will not be reimbursed by the Board. Two teachers may attend the same meeting or each attend a different meeting, but the total days for the year may not exceed seven (7) without approval of the Superintendent of Schools.

v. Delegates:

a. Delegates to the New York State Representative Assembly will be granted leave to attend the annual meeting with pay. The expenses of said delegates to the meeting will not be reimbursed by the Board.

b. Delegates to the New York State Retirement System will be granted leave to attend the annual meeting with pay. The expense of said delegates to the meeting will be reimbursed by the Board.

b. Discretionary Absences:

The following absences require the prior approval of the Superintendent of Schools. The staff member making the request must submit the request in writing to the building principal. The building principal is to indicate his/her approval or disapproval of the request and forward the request to the Superintendent of schools for final decision.

- (1) Educational conferences or professional meetings.
- (2) Visitation days.

A maximum of thirty (30) days leave with pay per school year will be allowed for persons who are called into active military service of any unit of the United States reserves or the state national guard, providing such obligations cannot be fulfilled on days when school is not in session. This requires a written request for such leave validating that such time cannot be fulfilled when school is not in session.

2. Long Term Leave

- a. Absence Due to Injury: Any professional staff member injured while performing legal, professional duties will be compensated at his normal salary for the length of time he is unable to perform his assigned, professional duties, as certified by the school physician, but not to exceed two calendar years from the date of injury.

During the period of time the injured party is unable to perform his assigned, professional duties, due to the injury, deductions will not be made from his accumulated sick leave for a period of two calendar years from the date of injury. If, after the passage of two calendar years, the injured party is still unable to perform his assigned, professional duties, deduction from his accumulated sick leave will be made.

During the time the injured party is unable to perform his professional duties, and receives his normal salary, the Nyack School System will be compensated to the full amount received by the injured party under the weekly payment procedures of the Workmen's Compensation Board Lump sum settlements made by the Workmen's Compensation Board to the injured party for major injury will be retained by the injured party.

- b. Long Term Leave Bank:
  - i. Bank to be administered by two representatives selected by the Board of Education and two representatives selected by the NTA.
  - ii. A majority of the representatives must be in agreement for a determination to be final.
  - iii. The determination of the representatives is binding and nongrievable.
  - iv. If there is no majority agreement then a medical panel consisting of a licensed physician selected by the Board of Education, a licensed physician selected by the NTA and a licensed physician mutually agreeable to both the Board of Education and NTA will render a binding nongrievable decision.
  - v. Long-Term Leave Bank to be used for long-term catastrophic illnesses or accidents as determined by 1) above.

- vi. Long-Term Leave Bank to be used after exhaustion of all sick leave but no earlier than 90 continuous calendar days after onset of illness or of accident, unless mutually agreed to by the Board and NTA.
  - vii. No member may receive more than ninety (90) Long-Term Leave Bank days in any one school year. Long-Term Leave Bank days are available to all members of the bargaining unit.
  - viii. The Long-Term Leave Bank will be a voluntary bank contributed to by the members of the bargaining unit. Maximum number of days a member may contribute during any one school year is 2 days, unless if paragraph 6) applies.
  - ix. The bank shall be renewed under the above conditions when ninety (90) or less days remain in the bank.
- c. Leaves of Absence Without Pay: Leave of absence without pay will be granted within the limits indicated: Teachers receiving a leave of absence must report to the superintendent of schools by March 1st during the year they are on leave, their intentions of returning to the Nyack Public Schools the following school year. Failure to report will be assumed to indicate the intention of not returning and the Board shall have the right to consider the teacher's position as vacant.
- i. Without advancement of steps on salary schedule:
    - (a) Personal Health – staff members with tenure will be granted leave to a maximum of one year.
    - (b) Child Care and Adoption Leave staff members will be granted leave for a period of up to two years. Staff members granted leave will return at the beginning of the school year or at the beginning of the second marking period or at the beginning of the third marking period.
  - ii. With advancement of steps on salary schedule:
 

Study: Leaves of absence will be granted to staff members on tenure to participate in national or international programs or for professional study at the discretion of the Board.
- d. Unpaid Leave:
- i. The Board of Education will agree to grant two (2) one-year unpaid leaves each school year if applied for by professional staff members. Under no circumstances will the Board of Education be required to grant an unpaid leave of absence to the same professional staff member for more than two (2) consecutive years.
  - ii. Board of Education may grant additional one-year unpaid leaves.
  - iii. Seniority will be selection criterion if more than four leaves are applied for.



- iv. Arrangement will be one staff from each of the elementary schools and two from each of the secondary schools with no more than one from each department from the secondary schools, all within the structure of the required four leaves.
- v. Staff on unpaid, one-year leave will return to the same grade level, subject area and school if such staffing pattern is possible as determined by the Board of Education.
- vi. No fringe benefits would accrue to staff on one-year unpaid leave.
- vii. Seniority would neither increase nor decrease during the one-year unpaid leave.
- viii. One-year unpaid leaves will be granted only for the normal school year beginning September 1 and ending June 30.

C. Deductions for Leave in Excess of Maximums or Leave Not Approved:

The teachers' salary will be deducted at the rate of 1/200th of their current salary per day from each day of absence which is in excess of the accumulated leave of the individual or which does not meet the criteria established for approved absence.

**ARTICLE XVIII - ANNUITIES**

The Board agrees to purchase annuities at no cost to the Board for employees in accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended. The superintendent is authorized to approve, on behalf of the Board, applications from employees for agreements with the school district for reductions in contract salary, the amount of such reductions to be remitted to any of plans participating with the financial administrator contracted by the district. A list will then be provided in June of each school year.

**ARTICLE XIX - HEALTH INSURANCE**

A. Health Insurance Plan:

- 1. The Board will pay 100% of the cost of the health insurance plan for each professional staff member. The Board will also pay 100% of the additional cost of the health insurance plan for the staff member's eligible dependents. A staff member will have the opportunity to choose a plan equal to or better than the Statewide Plan-Major Medical option or the G.H.I. option in force heretofore.
- 2. Professional staff members must be employed for a minimum of three instructional periods per day to be eligible for insurance benefits. All part-time professional staff employed during the 1975-76 term of the agreement are excluded from the eligibility section for as long as their employment continues.
- 3. Professional staff members who retire, effective January 15, 1993, are entitled to a

reduction in benefit contributions in an amount equal to a maximum of sixty (60) unused sick days at the individual's per diem rate (1/200). Professional staff members who retire effective on or after June 1, 1996, are entitled to a reduction in benefit contributions in an amount equal to a maximum of eighty-five (85) unused sick days at the individual's per diem rate (1/200). This amount may be used only to reduce the retiree's benefit contributions for health and dental coverage.

B. Dental Insurance Plan:

The Board will pay 100% of the cost of the dental insurance plan for each professional staff-member. The Board will also pay 100% of the additional cost of the plan for staff member's eligible dependents. The level of benefits will be as follows:

School Year	Maximums
2005-06	\$1,250
2006-07	\$1,500
2007-08 & thereafter	\$2,000

\*effective September 1 of each school year

C. Excess Major Medical:

Excess major medical with optical rider will be incorporated in the contract coverage. Current level of benefits will be maintained.

D. Life Insurance:

A life insurance policy will be purchased for each unit member in the following amounts:

School Year	Life Insurance Coverage
2005-06	\$18,000
2006-07	\$20,000
2007-08	\$22,000
2008-09	\$25,000

E. General Items:

1. Specific names of carriers will be dropped from the contract text and the district may explore different carriers so long as the provisions of the policy(ies) equal or better in all aspects of the coverage.
2. Premium for the increased life insurance and the excess major medical optical rider will be established as of June 1983. Those costs will be certified and set with the understanding that any future increase in those premiums will be borne by the insured.
3. Beginning July 1, 1982, all new employees within the bargaining unit of the Nyack Teachers Association will assume the payment of 20% of premiums on all insurance coverage provided unit employees in this district.

4. Beginning July 1, 2005, the district agrees to contribute \$400 to a flexible benefit plan for each staff member who is paying 20% of his/her current benefits. This does not include people who are participating in the district's health insurance rebate plan. In addition the district agrees to contribute an additional \$200 per year in each year of the contract to a total of \$1000 per teacher by the last year of the contract. This provision "sunssets" on June 30, 2009; section 209-a-1-e of the "Taylor Law" shall not apply to this provision.
5. The Board may institute a self-funding Health Insurance plan only after the Agreement of the Union.

F. Flexible Spending Plan for Benefits:

The District will establish a Flexible Benefit Plan per Internal Revenue Code Section 125 in order to allow employees to participate in the benefits offered on a "pre-tax" basis. The following benefits to be considered for the plan are:

Premium Redirection Plan  
Health Care Reimbursement Account

Other benefits may be added upon mutual agreement by Board of Education and N.T.A.

**ARTICLE XX – GRIEVANCE PROCEDURE**

A. Declaration of Purpose:

Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of teachers through procedures under which they may present grievances without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions:

1. A grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their terms and conditions of employment, limited to any claimed violation, misinterpretation, misapplication or inequitable application of this agreement.
2. The term Supervisor shall mean any department chairman, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which a grievance arises except for the chief executive officer.
3. The Chief Executive Officer is the Superintendent of Schools.
4. Association shall mean the Nyack Teachers Association.
5. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

6. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
7. Grievance Committee is the committee created and constituted by the Nyack Teachers Association.
8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
9. Representatives shall be any teacher within the school system or the Grievance Committee.

C. Procedures:

Stage 1: Supervisor

- a. A teacher having a grievance will discuss it with his supervisor either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but, in arriving at his decision, will not consider any 'material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, his representative and the Grievance Committee.

Stage 2: Chief Executive Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further under the grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the teacher has a meritorious grievance, it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage I shall be submitted with the appeal.
- c. Within six (6) school days after the receipt of the appeal the Chief Executive Officer or his duly authorized representative shall hold a hearing with the teacher, the grievance committee or its representative, and all other parties in interest, or witnesses, which the Chief Executive Officer, teacher, or grievance committee shall deem necessary.

At the hearing, the position of both sides shall be verbally presented to the hearing officer. If the hearing officer is not the Chief Executive Officer,

but his representative, within two (2) school days after the hearing, the hearing officer shall file a report with the Chief Executive Officer indicating the positions taken on the grievance by both sides. Any pertinent data presented by either side shall be attached to the report of the hearing officer.

- d. The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative with copies to the building principal within five (5) school days after the hearing officer has given his report to the Chief Executive Officer. If the Chief Executive Officer does not respond in the time period indicated, the Association will assume that he has granted the relief sought.

#### Stage 3: Board of Education

- a. If the teacher and/or the executive committee of the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage 2.
- b. Within ten (10) school days after the receipt of an appeal, the Board of Education shall hold a hearing on the grievance with the Grievance Committee. The hearing shall be conducted in an executive session.
- c. Within seven (7) school days after the conclusion of the hearing the Board shall render a decision, in writing, on the grievance. If the Board of Education does not respond within the time period indicated, the Association will assume it is granted the relief sought.

#### Stage 4: Arbitration

- a. After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, and if the grievance shall involve the interpretation or application of any provision of this agreement, the Association may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision at Stage 3.
- b. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and issue his decision not later than fourteen (14) calendar days from the date of the

close of the hearing, or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law which is violated of the terms of the agreement, nor can he add to, subtract from or modify any terms of the agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

D. Other Provisions:

- 1. If a grievance affects a group of teachers and appears to be associated with system wide policies, it may be submitted by the Association directly at Stage 2 described above.
- 2. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and to have a grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all aspects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

E. Preventive Procedures:

It is important to both the Association and the Board that problems and/or potential grievances be solved, if possible, in an informal, cooperative, and professional context. Towards this end the following procedures may be utilized in cases where a problem or potential grievance related to the negotiated agreement exists:

- 1. Building Level:  
Within a building, informal action may be initiated by either the building representatives of the Association or the building principal to discuss areas related to the negotiated agreement. The purpose will be to work cooperatively in an

attempt to avoid formal grievances and cooperatively solve problems within that building related directly to the negotiated agreement. The building principal will provide time for the building representative to perform any action, which is mutually deemed necessary as a result of the informal sessions. If the circumstance does require the representative's time during school hours such release of time must receive approval of the building administrator.

2. System wide Level:

If the problem has district-wide implications or involves more than one school building, informal action may be initiated by the Association's grievance chairman or the Association's president, or by the administration at the Chief Executive Officer's level. The purpose of the informal meeting, as at the building level, will be to identify, discuss, and search collectively for a solution to the problem.

It is understood that if these informal procedures are not successful, a formal grievance may be filed at the proper stage within five (5) school days after the last informal session. It is also understood that if a problem which has gone through an informal process becomes a formal grievance at Stage 2 the hearing may be waived if both parties agree.

F. Forms:

Forms for filing grievances have been jointly developed by the Board and the Association. The Chief Executive officer shall have them printed and distributed to facilitate operation of the grievance procedure. The forms developed (attached) to facilitate the submission of grievances are to be used in the following instances: Stage 1, see Schedule G and at Stages 2 and 3, see Schedule H.

G. Time Limits:

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No grievance will be entertained, and such grievance will be deemed waived, unless such grievance is forwarded at the first available stage within fifteen (15) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement will be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the time shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rata, if

possible, so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

#### **ARTICLE XXI - CAREER CHANGE OR RETIREMENT NOTIFICATION**

- A. This entire article applies only to those bargaining unit members hired prior to July 1, 2005 and ceases to apply to those bargaining unit members who are hired after July 1, 2005. Pursuant to a separate Memorandum of Agreement between the parties, this incentive payment shall be paid for the 2004/05 school year through a non-elective employer contribution to a tax sheltered annuity pursuant to section 403(b) of the Internal Revenue Service Code. This separate MOA regarding this incentive payment may be renewed annually by the parties.
- B. A teacher must have at least fifteen years of teaching in Nyack Public Schools to qualify for this plan.
- C. Participating teachers are entitled to an amount equal to 5X his/her number of years in the District X 1/200th of their final year's contract salary or 50% of his/her final year's contract salary, whichever is greater. Note: the calculation of a participating teacher's contract salary under this plan does not include any coaching, co-curricular or hourly stipends.
- D. The District will make payment in equal installments over 4 years. The first payment will be made on July 1st after the first anniversary of the participating teacher's resignation and the remaining payments will become due and payable annually thereafter. These payments will be made to the retiree, a designee or his estate upon his death as desired by the retiree.
- E. To participate a qualified teacher must give written notice to the Superintendent of Schools by March 1st of his/her last year of service. Such written notice must contain a statement that the qualified teacher is resigning for the purpose of retirement or a career change and the effective date for the resignation.
- F. As an additional incentive, if the qualified teacher gives such written notice to the Superintendent of Schools by June 30th of the year before his/her last year of service, the qualified teacher will be credited with the equivalent of his/her accumulated sick leave, up to a maximum of 90 days, to apply toward the cost of medical insurance after leaving the district. This additional incentive will be increased to a maximum of 100 accumulated sick days if the qualified teacher gives such written notice to the Superintendent of Schools by June 30th of the second year before his/her last year of service or to a maximum of 110 accumulated sick days if the qualified teacher gives such written notice to the Superintendent of Schools by June 30th of the third year before his/her last year of service.
- G. Qualified teachers may participate in this plan until the end of the third year after his/her first full school year of eligibility to retire without penalty from the NYS Teachers Retirement System as determined by excluding the enhancement offered by the State.
- H. The district retains the right to participate in any New York State retirement incentive, when available. If the district chooses to participate, each qualified teacher will be able to choose which plan to participate in.



- I. A teacher may rescind his/her early notification resignation if there is a crisis event that creates a significant life change and necessitates him/her continuing to work. He/She can reapply for the notification benefit if he/she is still eligible.
- J. The district will provide to each retiring teacher by July 1st of the year they retire a letter that gives the total amount of the incentive, the dates and amounts of each payment and the total amount of accrual from the applicable sick days. Each year the teacher will be notified of the balance of the sick leave fund.

## **ARTICLE XXII – MISCELLANEOUS PROVISIONS**

### **A. Modification of Contract:**

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

### **B. Scope of Contract:**

This agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the policies of the Board.

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 had given approval (Section 204-a, Article XIV of the Civil Service Law (Taylor Law)).

Any individual arrangement, agreement or contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this agreement, during its duration, shall be controlling.

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

### **C. Printing of Contract:**

Copies of this agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board no later than the 15<sup>th</sup> of September.

### **D. No Reprisal Clause:**

The Board and the Association agree that there will be no acts of reprisal against any:

1. Teacher, substitute teacher, teaching assistant, administrator, Board member or any other Nyack School District employee.
2. Students, parents or volunteers because of their participation or non-participation in any activities related to the strike that occurred beginning October 14, 1975.

Violations of this provision are enforceable by the staff by means of the grievance procedures and enforceable by the District through appropriate administrative disciplinary procedures against the violators.

E. Staff Development:

1. Professional Development:

- a. Newly hired teachers will be required to attend four (4) days of staff development on consecutive workdays preceding the first teacher workday on the school calendar. One half day of these four (4) days, the Association shall have an opportunity to provide an orientation program for the newly hired teachers.
- b. Professional Development programs for newly hired teachers will be offered by the District after school on five (5) workdays during the school year. The schedule for these professional development days will be determined by the District with sufficient notice provided to the newly hired teachers. Attendance will be voluntary, however, newly hired teachers who attend all five (5) after-school sessions will be granted one (1) in-service credit by the District. The professional development program for one of these sessions will be developed by the Association with approval by the District. Approval shall not be unreasonably withheld.
- c. The District and the Association will work cooperatively to encourage full staff attendance a professional development sessions.
- d. The District will provide five (5) half days of release time during the workday for Professional Development for newly hired staff.

2. Mentor and Professional Partner Stipends:

The Mentor/Professional Partner Program is a professional development program supported by the District for teachers who are in their first and/or second years of teaching in the District. Teachers new to teaching having never received tenure will be paired with a Mentor in their first year of teaching in the District and with a Professional Partner in their second year of teaching in the District. Teachers new to the District having received tenure in another school district in New York State will be paired with a Professional Partner in their first year of teaching in the District. A collaborative group comprised of teachers and administrators shall determine the responsibilities, qualifications and selection criteria for Mentors and Professional Partners. Currently, the program is coordinated by the Teachers Center.

School Year	Mentor	Professional Partner
2005-06	\$750	\$500
2006-07	\$1,000	\$500
2007-08	\$1,250	\$625
2008-09	\$1,500	\$750

3. Nyack Teacher Center:

Subject to funding by the State, the District shall provide for professional assistance, growth and enrichment for members of the NTA through a Teacher Center. The District agrees to do the following:

- a. Release a staff member chosen by the NTC to act as Director without affecting seniority or tenure in accordance with existing laws and education regulations.
- b. Provide suitable accommodations for the NTC, when available, without charge.
- c. Create an Accreditation Committee of three teachers and three administrators to review NTC in-service course proposals and make recommendations to the Superintendent.

F. Credit Union:

The current credit union is:

914-739-5754

Hudson River Teachers Federal Credit Union

Rt.#6

Cortlandt Manor, NY 10566

G. Teacher Safety and Security:

The district agrees to create a committee representing central administration, building principals, and teachers to review all contract language concerning teacher safety and security and make recommendations to the Superintendent.

### ARTICLE XXIII - DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2009.

In the event either party wishes to amend this Agreement, notice may be given by November 1, of each year during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provision of Article II of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such other time as may be mutually agreeable to the parties.

Dated this 25 day of Dec, 2005

For the Association:

Donna Ramundo  
President  
Nyack Teachers Association

James J. Grasso  
Chief Negotiator  
Nyack Teachers Association

John Brun  
Chief Negotiator  
Nyack Teachers Association

For the Board of Education:

Rya R. Burrell  
President  
Nyack Board of Education

Valerie  
Nyack Superintendent of Schools

Gailleur  
Clerk  
Nyack Board of Education

### **Addendum A**

This is a list of the descriptions and hourly rates for school positions for the 2005-06 school year. All of the positions for these programs will first be offered to Nyack Staff before hiring outside staff.

#### **Summer Stars Programs**

The District agrees to provide a minimum of 30 minutes of preparation time each day. In addition the District agrees to provide a minimum 6 additional hours for the setup and taking down of the classroom used for this program.

#### **Remedial after school programs including after school Stars**

These programs are designed to provide students with remediation in subject areas where it has been determined they are in need of intervention. Teachers will be expected to plan lessons from the supplied materials to offer students additional learning opportunities. The District agrees to pay one hour of prep time for each 3 hours of class time.

#### **After school academic assistance programs**

These programs, with low student teacher ratios, are designed to provide the student with additional help or practice in the student's regular class curriculum.

#### **Homework Club**

Teachers will provide assistance to students in completing their regular homework assignments.

Addendum B

**Agreement**

**between**

**The Nyack Union Free School District (hereinafter "the District")**

**and**

**The Nyack Teachers' Association (hereinafter "the Association")**

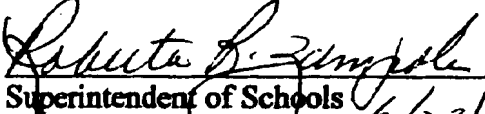
This agreement between the parties shall serve as a "side-letter" to the Collective Bargaining Agreement between the parties in effect from July 1, 2005 to June 30, 2009. This "side-letter," however, shall "sunset" on June 30, 2009, and shall not be subject to section 209-a-1-e of the "Taylor Law."

**Re: Teaching Assistants on the Elementary Level.**


**The Parties agree to the following:**

1. The District will continue to provide full-time Teaching Assistants in Kindergarten and Grade 1. However, the presence of a special education student whose IEP requires the services of a teaching assistant shall not require the assignment of two (2) teaching assistants.
2. The District will continue to provide full-time Teaching Assistants to Special and Innovative Programs. This shall include, but not necessarily be limited to Multi-age programs and shall exclude collaborative classes, unless specified in the student's IEP.
3. Allocation and assignment of all other Teaching Assistants will be at the discretion of the Building Principal.

**For the District:**

  
Superintendent of Schools 6/28/05

**For the Association:**

  
President 6/28/05

# **SCHEDULE A**

## **Nyack Public Schools Salary Index**

<b>B.A.</b>	<b>15</b>	<b>***30</b>	<b>**45</b>	<b>*60</b>	<b>M.A.</b>	<b>15</b>	<b>30</b>	<b>45</b>	<b>60</b>	<b>Ph. D.</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
1.0000	1.0550	1.1100	1.1650	1.2200	1.1750	1.2300	1.2850	1.3400	1.3950	1.4500
1.0500	1.1078	1.1655	1.2233	1.2810	1.2338	1.2915	1.3493	1.4070	1.4648	1.5225
1.1000	1.1605	1.2210	1.2815	1.3420	1.2925	1.3530	1.4135	1.4740	1.5345	1.5950
1.1500	1.2133	1.2765	1.3398	1.4030	1.3513	1.4145	1.4778	1.5410	1.6043	1.6675
1.2000	1.2660	1.3320	1.3980	1.4640	1.4100	1.4760	1.5420	1.6080	1.6740	1.7400
1.2500	1.3188	1.3875	1.4563	1.5250	1.4688	1.5375	1.6063	1.6750	1.7438	1.8125
1.3000	1.3715	1.4430	1.5145	1.5860	1.5275	1.5990	1.6705	1.7420	1.8135	1.8850
1.3500	1.4243	1.4985	1.5728	1.6470	1.5863	1.6605	1.7348	1.8090	1.8833	1.9575
1.4000	1.4770	1.5540	1.6310	1.7080	1.6450	1.7220	1.7990	1.8760	1.9530	2.0300
1.4500	1.5298	1.6095	1.6893	1.7690	1.7038	1.7835	1.8633	1.9430	2.0228	2.1025
1.5000	1.5825	1.6650	1.7475	1.8300	1.7625	1.8450	1.9275	2.0100	2.0925	2.1750
1.5500	1.6353	1.7205	1.8058	1.8910	1.8213	1.9065	1.9918	2.0770	2.1623	2.2475
1.6000	1.6880	1.7760	1.8640	1.9520	1.8800	1.9680	2.0560	2.1440	2.2320	2.3200
	1.7408	1.8315	1.9223	2.0130	1.9388	2.0295	2.1203	2.2110	2.3018	2.3925
					1.9975	2.0910	2.1845	2.2780	2.3715	2.4650
0.0500	0.0528	0.0555	0.0583	0.0610	0.0588	0.0615	0.0643	0.0670	0.0698	0.0725

**NYACK PUBLIC SCHOOLS**  
**SALARY SCALE FOR 2005 - 2006**  
**BASE INCREASE 3.00%**

1											
SCALE	B.A.	15	***30	**45	*60	M.A.	15	30	45	60	Ph. D.
0	1	2	3	4	5	6	7	8	9	10	11
1	40,862	43,110	45,357	47,604	49,852	48,013	50,260	52,508	54,755	57,003	59,250
2	42,905	45,267	47,625	49,987	52,344	50,416	52,773	55,135	57,493	59,855	62,213
3	44,948	47,421	49,893	52,365	54,837	52,814	55,287	57,759	60,231	62,703	65,175
4	46,991	49,578	52,161	54,747	57,330	55,217	57,800	60,386	62,969	65,555	68,138
5	49,035	51,731	54,428	57,125	59,822	57,616	60,313	63,009	65,706	68,403	71,100
6	51,078	53,889	56,696	59,508	62,315	60,018	62,826	65,637	68,444	71,255	74,063
7	53,121	56,042	58,964	61,886	64,807	62,417	65,339	68,260	71,182	74,104	77,025
8	55,164	58,200	61,232	64,268	67,300	64,820	67,852	70,888	73,920	76,956	79,988
9	57,207	60,353	63,500	66,646	69,793	67,218	70,365	73,511	76,657	79,804	82,950
10	59,250	62,511	65,768	69,028	72,285	69,621	72,878	76,138	79,395	82,656	85,913
11	61,293	64,664	68,035	71,407	74,778	72,020	75,391	78,762	82,133	85,504	88,875
12	63,336	66,822	70,303	73,789	77,270	74,422	77,904	81,389	84,871	88,356	91,838
13	65,379	68,975	72,571	76,167	79,763	76,821	80,417	84,013	87,608	91,204	94,800
14		71,133	74,839	78,549	82,256	79,224	82,930	86,640	90,346	94,057	97,763
15						81,622	85,443	89,263	93,084	96,905	100,725

\*Closed Beginning Sept. 1, 1978  
 \*\*Closed Beginning Feb. 1, 1982  
 \*\*\*Closed Beginning July 1, 2000



**NYACK PUBLIC SCHOOLS**  
**SALARY SCALE FOR 2006 - 2007**  
**BASE INCREASE 3.00%**

1											
SCALE	B.A.	15	***30	**45	*60	M.A.	15	30	45	60	Ph. D.
0	1	2	3	4	5	6	7	8	9	10	11
1	42,088	44,403	46,718	49,033	51,347	49,453	51,768	54,083	56,398	58,713	61,028
2	44,192	46,625	49,054	51,486	53,915	51,928	54,357	56,789	59,218	61,651	64,079
3	46,297	48,843	51,389	53,936	56,482	54,399	56,945	59,491	62,038	64,584	67,130
4	48,401	51,065	53,725	56,390	59,049	56,874	59,534	62,198	64,858	67,522	70,182
5	50,506	53,283	56,061	58,839	61,617	59,344	62,122	64,900	67,678	70,455	73,233
6	52,610	55,506	58,397	61,293	64,184	61,819	64,710	67,606	70,497	73,393	76,285
7	54,714	57,724	60,733	63,742	66,752	64,289	67,299	70,308	73,317	76,327	79,336
8	56,819	59,946	63,069	66,196	69,319	66,764	69,887	73,014	76,137	79,264	82,387
9	58,923	62,164	65,405	68,646	71,886	69,235	72,476	75,716	78,957	82,198	85,439
10	61,028	64,386	67,741	71,099	74,454	71,710	75,064	78,423	81,777	85,136	88,490
11	63,132	66,604	70,077	73,549	77,021	74,180	77,652	81,125	84,597	88,069	91,541
12	65,236	68,827	72,412	76,003	79,588	76,655	80,241	83,831	87,417	91,007	94,593
13	67,341	71,045	74,748	78,452	82,156	79,125	82,829	86,533	90,237	93,940	97,644
14		73,267	77,084	80,906	84,723	81,600	85,418	89,239	93,057	96,878	100,696
15						84,071	88,006	91,941	95,877	99,812	103,747

\*Closed Beginning Sept. 1, 1978

\*\*Closed Beginning Feb. 1, 1982

\*\*\*Closed Beginning July 1, 2000

**NYACK PUBLIC SCHOOLS  
SALARY SCALE FOR 2007 - 2008  
BASE INCREASE 3.10%**

SCALE	1										
	B.A.	15	***30	**45	*60	M.A.	15	30	45	60	Ph. D.
0	1	2	3	4	5	6	7	8	9	10	11
1	43,393	45,779	48,166	50,553	52,939	50,986	53,373	55,760	58,146	60,533	62,919
2	45,562	48,070	50,574	53,082	55,586	53,538	56,042	58,550	61,054	63,562	66,065
3	47,732	50,357	52,983	55,608	58,233	56,085	58,710	61,336	63,961	66,586	69,211
4	49,902	52,648	55,391	58,138	60,880	58,637	61,379	64,126	66,868	69,615	72,357
5	52,071	54,935	57,799	60,663	63,527	61,184	64,048	66,912	69,776	72,639	75,503
6	54,241	57,226	60,207	63,193	66,174	63,735	66,716	69,702	72,683	75,668	78,649
7	56,411	59,513	62,616	65,718	68,821	66,282	69,385	72,488	75,590	78,693	81,795
8	58,580	61,804	65,024	68,248	71,468	68,834	72,054	75,278	78,497	81,722	84,941
9	60,750	64,091	67,432	70,774	74,115	71,381	74,722	78,064	81,405	84,746	88,087
10	62,919	66,382	69,841	73,303	76,762	73,933	77,391	80,854	84,312	87,775	91,233
11	65,089	68,669	72,249	75,829	79,409	76,480	80,060	83,640	87,219	90,799	94,379
12	67,259	70,960	74,657	78,359	82,056	79,031	82,728	86,430	90,127	93,828	97,525
13	69,428	73,247	77,066	80,884	84,703	81,578	85,397	89,216	93,034	96,853	100,671
14		75,538	79,474	83,414	87,350	84,130	88,066	92,006	95,941	99,881	103,817
15						86,677	90,734	94,791	98,849	102,906	106,963

\*Closed Beginning Sept. 1, 1978  
 \*\*Closed Beginning Feb. 1, 1982  
 \*\*\*Closed Beginning July 1, 2000

**NYACK PUBLIC SCHOOLS**  
**SALARY SCALE FOR 2008 - 2009**  
**BASE INCREASE 3.20%**

	<b>1</b>										
<b>SCALE</b>	<b>B.A.</b>	<b>15</b>	<b>***30</b>	<b>**45</b>	<b>*60</b>	<b>M.A.</b>	<b>15</b>	<b>30</b>	<b>45</b>	<b>60</b>	<b>Ph. D.</b>
<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>1</b>	44,781	47,244	49,707	52,170	54,633	52,618	55,081	57,544	60,007	62,470	64,933
<b>2</b>	47,020	49,609	52,193	54,781	57,365	55,251	57,835	60,423	63,007	65,596	68,180
<b>3</b>	49,259	51,969	54,678	57,387	60,097	57,880	60,589	63,298	66,008	68,717	71,426
<b>4</b>	51,499	54,333	57,163	59,998	62,828	60,513	63,343	66,178	69,008	71,843	74,673
<b>5</b>	53,738	56,693	59,649	62,604	65,560	63,142	66,097	69,053	72,008	74,964	77,919
<b>6</b>	55,977	59,058	62,134	65,215	68,292	65,775	68,851	71,932	75,009	78,090	81,166
<b>7</b>	58,216	61,418	64,619	67,821	71,023	68,403	71,605	74,807	78,009	81,211	84,413
<b>8</b>	60,455	63,782	67,105	70,432	73,755	71,037	74,359	77,687	81,009	84,337	87,659
<b>9</b>	62,694	66,142	69,590	73,038	76,486	73,665	77,113	80,562	84,010	87,458	90,906
<b>10</b>	64,933	68,506	72,076	75,649	79,218	76,298	79,867	83,441	87,010	90,584	94,153
<b>11</b>	67,172	70,866	74,561	78,255	81,950	78,927	82,622	86,316	90,010	93,705	97,399
<b>12</b>	69,411	73,231	77,046	80,866	84,681	81,560	85,376	89,195	93,011	96,831	100,646
<b>13</b>	71,650	75,591	79,532	83,472	87,413	84,189	88,130	92,070	96,011	99,952	103,893
<b>14</b>		77,955	82,017	86,083	90,145	86,822	90,884	94,950	99,012	103,078	107,139
<b>15</b>						89,451	93,638	97,825	102,012	106,199	110,386

\*Closed Beginning Sept. 1, 1978  
 \*\*Closed Beginning Feb. 1, 1982  
 \*\*\*Closed Beginning July 1, 2000

**Schedule C**  
**Interscholastic Salary Schedule**

Step I  
(1-2 yrs)

Step II  
(3-4 yrs)

Step III  
(5-6 yrs)

position	05/06	06/07	07/08	08/09		05/06	06/07	07/08	08/09		05/06	06/07	07/08	08/09
A.	5817	5992	6178	6375	A.	6396	6588	6792	7010	A.	7036	7247	7472	7711
B.	5409	5571	5743	5927	B.	5945	6124	6313	6515	B.	6542	6738	6947	7169
C.	5002	5152	5311	5481	C.	5580	5747	5925	6115	C.	6068	6250	6444	6650
D.	4655	4794	4943	5101	D.	4809	4953	5107	5270	D.	5630	5799	5979	6170
E.	4360	4491	4630	4778	E.	4799	4943	5096	5259	E.	5275	5433	5601	5781
F.	3780	3894	4014	4143	F.	4159	4284	4417	4558	F.	4577	4715	4861	5016
G.	3199	3295	3397	3506	G.	3515	3621	3733	3853	G.	3868	3984	4107	4239
H.	2909	2996	3089	3188	H.	3199	3295	3397	3506	H.	3515	3621	3733	3853
I.	2618	2697	2780	2869	I.	2880	2966	3058	3156	I.	3166	3261	3362	3470

**LONGEVITY**

<u>Years</u>	<u>05/06 amount</u>	<u>06/07 amount</u>	<u>07/08 amount</u>	<u>08/09 amount</u>
8-9	296	304	314	324
10-11	594	612	631	651
12 +	889	916	944	974

- A. Head Coach: Football
- B. Head Coach: Baseball, Track, Lacrosse, Softball, Ice Hockey, Wrestling
- C. Head Coach: Soccer, Field Hockey, Volleyball
- D. Head Coach: Spring Tennis, Golf
- E. Asst Varsity / JV: Football
- F. Head Coach: Cross Country, Strength Coach, Swimming, Fall Tennis  
Asst Varsity / JV: Ice Hockey, Baseball, Basketball, Lacrosse, Softball, Track, Wrestling, Modified Football
- G. Asst Varsity / JV: Field Hockey, Soccer, Spring Tennis, Volleyball, Golf  
Freshman: Baseball, Basketball, Track, Lacrosse, Softball, Ice Hockey, Wrestling, Modified Lacrosse
- H. Asst Varsity / JV: Cross Country  
Freshman: Volleyball, Swimming, Fall Tennis, Spring Tennis, Soccer
- I. Junior High: All Sports except Football and Lacrosse

## Schedule D

### Department Liaisons

#### Compensation

2005-06	\$3502
2006-07	\$3607
2007-08	\$3719
2008-09	\$3839

### Assistants to Coordinators

#### Compensation

2005-06	\$3966
2006-07	\$4085
2007-08	\$4212
2008-09	\$4347

In addition, the current full time Dual Coordinators, who are grandfathered as part of this agreement, will be receiving the following stipend:

2005-06	\$9,981	2008-09	\$10,938
2006-07	\$10,280		
2007-08	\$10,599		

### Homework Club K – 8 /Families

2005-06	\$31.82 /hr.
2006-07	\$32.77
2007-08	\$33.79
2008-09	\$34.87

### Working with Preschool Children

2005-06	\$37.49 /hr
2006-07	\$38.61
2007-08	\$39.81
2008-09	\$41.08

### Program for Success 6 – 8 Program 1-8

2005-06	\$37.49 /hr.
2006-07	\$38.61
2007-08	\$39.81
2008-09	\$41.08

### Remedial After-School and Stars

2005-06	\$39.77 /hr
2006-07	\$40.96
2007-08	\$42.23
2008-09	\$43.58

### Raise Your Sights Program 6-12

2005-06	\$37.49 /hr.
2006-07	\$38.61
2007-08	\$39.81
2008-09	\$41.08

### SAT Prep Mini-Course

2005-06	\$39.77 /hr
2006-07	\$40.96
2007-08	\$42.23
2008-09	\$43.58

**Schedule E**  
**Co-Curricular Stipends**  
**Nyack High School**

<b><u>POSITON</u></b>	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>	<b><u>2007-2008</u></b>	<b><u>2008-2009</u></b>
AP Coordinator	1911	1968	2029	2094
Academic League	1089	1121	1156	1193
African American Club	1180	1216	1253	1294
Amnesty International	867	893	921	950
Asian Club	1180	1216	1253	1294
ASPIRA	1180	1216	1253	1294
Marching Band	5827	6002	6188	6386
Campus Congress	2159	2224	2293	2366
Chamber Orchestra	1180	1216	1253	1294
Class Council: Freshmen	863	889	917	946
Class Council: Sophomores	863	889	917	946
Class Council: Juniors	969	998	1029	1062
Class Council: Seniors	3091	3184	3282	3387
Dance Club	1180	1216	1253	1294
Dimensions	1510	1555	1603	1655
Drama Workshop (3) each	2914	3001	3094	3193
Drama Coordinator (3) each	2599	2677	2760	2848
Ecology Club	1266	1304	1344	1387
Forensics / Debate	1266	1304	1344	1387
French Club / French Honor Society	1266	1304	1344	1387
FBLA	863	889	917	946
Future Homemakers of America	863	889	917	946
Game Club	867	889	917	946
Gay / Straight Alliance	867	889	917	946
General Organization – Student Council	2810	2894	2984	3079
Haitian Culture Club	1180	1216	1253	1294
ICTHUS	863	889	917	946
Indianettes	1510	1555	1603	1655
Interact	1092	1125	1159	1197
Marching Band - Assistant	2304	2373	2447	2525
Math League / NY	1089	1121	1156	1193
Math League / Rockland	969	998	1029	1062
Mock Trial Team	1089	1121	1156	1193
Musical Director	2372	2443	2519	2600
National Art Honor Society	1089	1121	1156	1193
National Honor Society	2112	2175	2242	2314
Nyack Spectrum	7197	7413	7642	7887
S.A.D.D.	1148	1183	1220	1259
SAT / ACT Coordinator	2575	2652	2734	2822

School Store	2599	2677	2760	2848
Science Honor Society	1089	1121	1156	1193
Science Olympiad	2274	2642	2415	2492
Senior Class Treasurer	1911	1968	2029	2094
Ski Club	1428	1470	1516	1565
Spanish Club / Spanish Honor Society	1266	1304	1344	1387
TEARS	867	893	921	950
Tower	7197	7413	7642	7887
Tower Business Mgr	592	610	629	649
Video Club	1092	1125	1159	1197
WISE	3090	3183	3281	3386
Women's Vocal Ensemble	863	889	917	946
Youth Against Cancer	863	889	917	946

**SCHEDULE F**  
**CO-CURRICULAR STIPENDS**  
**NYACK MIDDLE SCHOOL**

<b><u>POSITON</u></b>	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>	<b><u>2007-2008</u></b>	<b><u>2008-2009</u></b>
Art Club / Computer Graphics	853	878	906	935
Asian Club	853	878	906	935
Boy's Club	1510	1555	1603	1655
Builders Club	853	878	906	935
Chess Club	648	667	688	710
Drama Club	1713	1764	1819	1877
Drama -- Musical	1266	1304	1344	1387
Girls Club	1510	1555	1603	1655
G.O. Advisor	1731	1783	1839	1897
Hiking Club	853	878	906	935
Junior National Honor Society	1089	1121	1156	1193
Math League	969	998	1029	1062
Middle School Yearbook	1279	1318	1358	1402
Multi-Cultural Crafts Club	853	878	906	935
Origami Club	1088	1120	1155	1192
Raise Your Sites	853	878	906	935
Science Olympiad	2274	2342	2415	2492
Ski Club	1088	1120	1155	1192



**SCHEDULE G**  
**GRIEVANCE FORM I**

To: \_\_\_\_\_

Date: \_\_\_\_\_

Employee's Name: \_\_\_\_\_

Building: \_\_\_\_\_ Subject or Grade: \_\_\_\_\_

Nature of grievance (Include details of time and place if possible):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Redress Desired:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Fill out in triplicate and distribute to:

Original: Principal  
Copies: Grievance Committee Chairman  
Employee

**SCHEDULE H**  
**GRIEVANCE FORM II**

To: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Grievance: \_\_\_\_\_

Appeal: \_\_\_\_\_ Initiation of Step 2: \_\_\_\_\_

Nature of Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Citations:

\_\_\_\_\_  
\_\_\_\_\_

Settlement Desired:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Fill out in triplicate and distribute to:	<u>Step2</u>	<u>Step3</u>
original:	Superintendent	President of Board
copies:	Building Principal	Superintendent
	Grievance Committee	Grievance Committee

Note: Attach copy of original grievance and of written decisions germane to this grievance.

## Index

Absence, Personal, Family, Medical, Injury, Short-term, Long-term Leave	37, 38, 39, 40
Activities	34, 35
Administration Credits, Limitations	28
After School Programs	Schedule D, Add. A p.54, 36
Afternoon Meetings	15
Agency Fee	25
Alternate and Educational Programs	36
ANNUITIES (XVIII)	42
Approved Absences, Short-term Leave	38
Assignments	3, 4
Assistant Coordinators	Schedule D
Association President and Officials	6
Association	6
Bereavement	38, 39
Board Minutes, Agenda	8
Buildings, Association Responsibilities and Rights	7
Calendar	8
CAREER CHANGE / RETIREMENT INCENTIVE (XXI)	49
Certification	3, 28
Chairpersons	32
Class-Size – Teacher Load	9, 10, 11
Class Size, Special Education	10, 17, 18
CLASS SIZE, TEACHER LOAD AND REDUCTION IN STAFF (IV)	9
CO-CURRICULAR ACTIVITIES (XV)	34
Co-Curricular Stipends	Schedule C, E, F
Collaborative Classes	18
Consolidation	9
Contract Waivers	24
Coordinators	Schedule D, 31
Credit Union	52
Credits Applied Toward Salary Differential	28 - 31
Cumulative Leave	37
Curriculum Work	36
Dean of Students, Salary Schedule	32
Deductible Absences	37
Dental Plan	43
Department and After-school Program Stipends	Schedule D, 32
Department Chairpersons, Stipends, Salary Schedule	32
Department Stipends, Salary Schedule	Schedule D, 32
Discipline	21, 22, 23
Discretionary Absences, Short-term Leave	39
DUES DEDUCTION & AGENCY SHOP FEE DEDUCTION (XIII)	25
DURATION OF AGREEMENT (XXIII)	53
Emergency Classroom Coverage, Standby Teacher	16, 17
EVALUATION OF STAFF (VII)	19
Evening Meetings	14
EVENING, SUMMER, AFTER SCHOOL, & CURRICULUM WORK (XVI)	36
Excess Major Medical	43
Excessing Procedures	11
Experimental Programs, Association Responsibilities and Rights	9

Extra-Curricular Activities, Professional Responsibilities and Rights	3, 4
Extra-Curricular and Co-Curricular Activities	34, 35
Facilities, Teaching and Teacher Facilities	20
Facilities, Association Responsibilities and Rights	7
Flexible Spending Plan for Benefits	44
Forms, Grievance, Activity, Dues Deduction Authorization	Schedule G, H, 44, 45, 47, 48
Graduate and In-Service Credit	31
Grievance Form I, II	Schedule G, H
GRIEVANCE PROCEDURE (XX)	44-48
Guidance Counselors, Stipends, Salary Schedule	32
HEALTH INSURANCE (XIX)	42
Illness, Personal, Family, Long-term	37, 40
In-Service Credit and Graduate Credit	30, 31
Interscholastic Athletics	34
Interscholastic Salary Schedules	Schedule C
Leave in Excess of Maximums or Leave Not Approved	41
LEAVES OF ABSENCE (XVII)	37
Leaves, Short-term, Court, Exams, Association, Without Pay, Long-term Leave	38, 39, 40, 41
Liaisons	Schedule D
Life Insurance	43
Longevity Pay	30
Long-term Leave, Long-term Leave Bank	40
Meetings, Professional Responsibilities and Rights	7, 8
Meetings, Evening and Afternoon	14, 15
MISCELLANEOUS PROVISIONS (XXII)	53
Modification of Contract	50
National Board Certification, Stipend	29
NEGOTIATION PROCEDURES (II)	3
New Activities and New Activity Form	35
Nine-period Day	12
Non-cumulative Leave	38
NON-TEACHING DUTIES (IX)	20
Non-teaching Duties	10, 14, 15, 18, 20
Non-teaching Duties Special Education	18
Notices, Association Responsibilities and Rights	7
Orientation For New Staff	7
Parent-Teacher Conferences	15
Personal Days and Religious Holidays	38
Personnel Files	6
PREAMBLE	1
Preparation Period	16, 17
Printing of Contract	50
Probationary Staff, Cumulative Leave	37
Professional Day	12
Professional District Committees	Addendum B
PROFESSIONAL RESPONSIBILITIES AND RIGHTS (III)	3
Professional Responsibilities, Salary Schedule	27, 32
PROFESSIONAL STAFF TIME (V)	12
Professional Stature	6
PROTECTION OF TEACHERS (X)	21
RECOGNITION (I)	1
Reduction-in Staff	11
Religious Holidays and Personal Days	38

Remedial Program Descriptions	Addendum A
Reprisals Clause	9, 50
RETIREMENT INCENTIVE / CAREER CHANGE (XXI)	49
Safety of Teachers	21, 52
Salary Differential for Additional Preparation	28, 29, 31, 32, 36
Salary Index	Schedule A
Salary Payments	32
Salary Scale Adjustments and Procedures	27, 28, 29, 30, 31, 32
SALARY SCHEDULE (XIV)	27
Salary Schedules	Schedule B
Scale Closing, Salary Schedule	29
Science Teacher Load	10, 11
Scope of Contract	50
Short-term Leave	38
SITE BASED MANAGEMENT / CONTRACT WAIVERS (XII)	23
Snow Days	8
SPECIAL EDUCATION (VI)	17
Staff Development	50
Standby Teacher	15, 16
Steps 12 – 15, Continued Satisfactory Service, Salary Schedule	29, 30
STUDENT CONTROL AND DISCIPLINE (XI)	21
Student Teaching, Assignments & Credits, Salary Schedule	31
Subject Area Coordinators, Salary Schedule	31
Summer School, Assignments, Salary Schedule	36
Teacher Assistants	Addendum B, 11, 18
Teacher Load – Class Size	9, 10, 11, 32
TEACHING AND TEACHER FACILITIES (VIII)	19
Teaching Day	9
Teaching Materials, Teaching and Teacher Facilities	19
Tenure Staff, Cumulative Leave	37
Termination of Services of Probationary Staff	6
Time Limits, Grievance Procedures	44-48
Transfer Service	30
Transfers	4
Traveling Teacher	4
Unpaid Leave, Long-term Leave	40, 41
Vacancies	5