



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: **Smithtown Central School District and Smithtown Teachers Association (2005) (MOA)**

Employer Name: **Smithtown Central School District**

Union: **Smithtown Teachers Association**

Local:

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

Expiration Date: **06/30/10**

PERB ID Number: **6198**

Unit Size: **918**

Number of Pages: **11 (MOA – 11)**

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/>

Memorandum of Agreement between the Smithtown Central School District  
and the  
Smithtown Teachers Association

1. Duration:

July 1, 2005 thru June 30, 2010

2. Salaries of Teachers, Teacher Assistants/Sign Language Interpreters, and Academic Intervention Tutors shall be increased as follows:

- 2005-06: Salary schedule increases by 3.40% effective 2/1/06
- 2006-07: Salary schedule increases by 3.35% effective 7/1/06
- 2007-08: Salary schedule increases by 3.55% effective 7/1/07
- 2008-09: Salary schedule increases by 3.75% effective 7/1/08
- 2009-10: Salary schedule increases by 3.85% effective 7/1/09

All ancillary salaries shall be increased in each year of the contract by the same percentage as applied to the salary schedule—3.40% effective 7/1/05, 3.35% effective 7/1/06, 3.55% effective 7/1/07, 3.75% effective 7/1/08, and 3.85% effective 7/1/09.

3. Article VI – Teacher Day and Load, Subsection C – Teachers Day and Load, Subsection 2, add (New) second, third, and fourth paragraphs (p.9) as follows:

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

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

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

4. Article VI – Teacher Day and Load (p.12)

A. The parties agree to phase out, during the life of this agreement, the District’s ability to assign more than twenty-five (25) teaching periods (including labs) per week to Regent Science Teachers.

B. Section D- Work Day and Average Assignment, Sub Section 3. Secondary.

- 1) Delete the second sentence of sub-sub section a.
- 2) Delete the entire sub-sub section c. and replace with the following language:  
c. Regents’ Science Teachers’ Load:

**RECEIVED**

FEB 09 2006

Effective July 1, 2005 a Regents Science Teacher’s load shall be limited to twenty-eight (28) periods per week.

2. **Effective July 1, 2006 the District shall make every attempt to reduce the number of Regent Science teachers who teach in excess of twenty-five (25) periods per week.**
3. **Effective July 1, 2007 the District shall, if it is still necessary to have one (1) or more Regents' Science Teachers teach in excess of twenty-five (25) periods per week, seek volunteers to teach such an overload. Any teacher teaching such an overload shall be compensated in a manner consistent with how additional teaching periods are compensated, i.e. one-fifth (1/5<sup>th</sup>) of the teacher's per diem rate of pay per assigned period beyond twenty-five (25).**
4. **Effective July 1, 2008, the provisions of Article VI – Teacher Day and Load, Section D – Working Day and Average Assignment, Sub Section 3. – Secondary, Sub-Sub Section a. (as previously amended herein) shall apply to Regents Science Teachers in the same fashion as all other secondary teachers. Article VII – Assignments, Section C. – Sixth Class, shall be controlling with respect to any matter involving the teaching of additional classes for Regents Science Teachers.**

5. Article VI (P.15) – Teacher Day and Load

**Add new Sub Section 5. to Section D – Working Day and Average Assignment, as follows:**

**5. Special Education Teachers and Speech Teachers**

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

6. Article VII- Assignments (p.18)

Delete Section D – Job Sharing and Health Benefits

7. Article VIII- Interschool Transfers, Section D- Involuntary Transfers (p. 19)

First sentence of the second paragraph- Change the word “three (3)” to “four (4).”

8. Article IX- Vacancies (p. 20)- Last paragraph, 3<sup>rd</sup> sentence

Change the word "internet" to "intranet"

9. Article XVII Section B – Leaves for Extended Illness/Sick Leave Bank (p. 27)  
Changes to Article XVII Section B below are effective February 1, 2006

a. Sub Section 1. Add (new) the following additional paragraph:

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

b. Sub Section 2. Add (new) the following additional sentence:

**This initial five (5) day period will be without compensation for all teachers who use the Bank.**

c. Sub Sections 3. and 4. replace in their entirety with the following language:

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

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

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

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

10. Article XVII – Leaves of Absence- Section D – Leave for Personal Business (p. 29)

Delete Sub Section 2. effective May 1, 2006

*This shall serve the purpose of returning personal leave to its unlimited status, as contained in prior STA/District contracts. Notwithstanding this deletion, the parties agree to meet subsequent to the execution of this MOA to develop a policy that more specifically delineates the types of activities for personal leave purposes.*

11. Article XVII section I—Family medical Leave (FMLA) (p. 31)

Delete entire section effective May 1, 2006

*[The effect of this change is that while teachers may apply to use and be granted FMLA leaves, at any point prior to or after the May 1<sup>st</sup> cut off date, on May 1<sup>st</sup> the partial funding of FMLA Leaves shall end.]*

12. Article XIX Insurance Coverage Section B. – Health Insurance (p. 32)

Delete Sub Section 1. and replace with the following language:

**a. The District shall pay the following amounts of the annual cost of the premiums for the Health Insurance plan for all eligible unit members:**

**Effective July 1, 2006- 88%**

**Effective July 1, 2007- 87%**

**Effective July 1, 2008- 86%**

**Effective July 1, 2009- 85%**

**b. Add (New) Sub Section 6: Effective July 1, 2006, the Self-Insured Smithtown Health Plan shall incorporate the following changes to the Plan:**

**a. Medical visit co-pay: \$15.**

**b. Prescription co-pay: \$9.**

**c. Individual Deductible: \$225.**

**d. Family Deductible: \$675.**

13. Article XX - Compensation, Section C. – Extra Pay for Extra Work, Sub Section.2. - Interscholastic Activities, Sub-Sub Section a. – Coaching Positions (pgs. 36 - 37)

a. Replace the first paragraph in its entirety with the following language:

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

b. Replace the fourth paragraph in its entirety with the following language:

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

14. Article XX – Compensation, Section C. – Extra Pay for Extra Work, Sub Section.2. - Interscholastic Activities, Sub-Sub Section b. – Remuneration for Interscholastic Athletic Activities (p. 39)

In the third paragraph on page 39, add the word “entire” before the word “team” and change “a” to “an” before the word “team.”

15. Article XX Section L—Terminal Leave (p. 42)

The following change shall take effect, July 1, 2007

In paragraph 2 change fifty (50) days to sixty (60) days.

*[i.e. teachers, post 1994, shall be able to accumulate up to 120 sick days to be used as terminal leave upon presentation and acceptance of their notice of resignation and retirement.]*

16. Payment of Terminal salary increase:

**This salary increase will be paid in the following manner:**

- A. **If a teacher provides notice on or before November 15th of a teacher's last school year, 50% of the amount due will be deposited into an appropriate 403(b) program as a non-elective employer contribution prior to December 31st of that calendar year, subject to the provisions contained herein. The remaining 50% will be deposited into an appropriate 403(b) program as a non-elective employer contribution within two (2) weeks of the teacher's last day of employment, subject to the provisions contained herein.**
  - B. **If such notice is received between November 16th and May 1st of a teacher's last school year, 100% of the amount will be deposited into an appropriate 403(b) program as a non-elective employer contribution within two (2) weeks of the teacher's last day of employment, subject to the provisions contained herein.**
2. **No Cash Option: No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.**
3. **Contribution Limitation: In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) accounts, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Internal Revenue Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.**

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

- A. **For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and**

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

- 4. 403(b) Accounts: Upon the District's request, and upon receipt from the District of information detailing both the amount of each eligible employee's 403(b) elective contribution and includible compensation, ING will assist the Employer in providing the calculation of the amount of the Employer Non-elective Contribution herein for each such employee in order that the Contribution Limits under Section 415(c) of the Internal Revenue Code are not exceeded Employer contributions shall be deposited into the ING 403(b) account of each employee who is eligible to receive the Non-elective Employer Contribution. If the employee does not already have an ING 403(b) account, the employee shall promptly cooperate in the establishment of such an ING 403(b) account. Once an ING 403(b) account is established for such employee, the District shall promptly deposit the Employer's Non-elective Contribution into that account in the name of the employee**
- 5. Tier I Adjustments: Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.**
- 6. This agreement shall be subject to Internal Revenue Service regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and District shall promptly meet and alter those positions in order to provide the same or similar benefit(s) which conform, as closest possible, to the original intent of the parties.**
- 7. Both the Employer and Employees are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.**
- 8. If such notice is received after May 1<sup>st</sup> of a teacher's last school year, the Board of Education, at its sole discretion, may grant such Terminal Salary Increase.**
- 9. Terminal Salary Increase shall be payable as a death benefit or as a permanent disability benefit. Permanent disability shall be deemed to exist if the teacher is declared eligible for a permanent disability benefit under the N.Y.S. Teachers' Retirement System or under Federal Social Security.**

17. Article XX – Compensation- Section N. – Benefits Trust, Sub Section 3 (page 43):

Change the date that the STA is to receive the Benefits Fund check from the District from the “last payroll in July of each year” to the “last payroll in October of each year.”

18. Article XX – Compensation, New Section O: Retirement Incentive

- a. A teacher who resigns for the purpose of retirement from the District shall be eligible to receive a retirement incentive consisting of:
  - i. A choice of either \$300,000 life insurance policy, or a \$100,000 life insurance policy with an income stream in years 11 through 20 (10 years) of ten thousand dollars (\$10,000) per year. A total income stream of \$100,000.
  - ii. The District shall own the policy and fully fund the premiums.
  - iii. Teachers are responsible for any income tax the policy incurs each year.
  - iv. The complete details of the policy will be appended to the contract.
  - v. This policy shall be in effect for each of the five (5) years of this agreement only if a minimum of twenty (20) people agree to retire under the terms and conditions of this incentive during the first year (2005-06) of this contract.
- b. In each year of this contract, teachers qualify for this incentive, provided such teacher:
  - i) Is first eligible to obtain undiminished pension benefits from the N.Y. S. Teachers' Retirement System according to applicable law, rules, and regulations and has been continuously salaried, excluding board approved leave of absences or excessing, by the District on the relevant teachers' salary schedule for a period of 15 years or more, or
  - ii) Prior to the 2005-06 school year, was eligible to obtain undiminished pension benefits from the N.Y.S. Teachers' Retirement System and has served the District according to “1” above, or whose 2006-07 contract salary will be \$95,000 or more, and submits an irrevocable letter of retirement and resignation effective July 1, 2006, or
  - iii) A teacher who is not and was not eligible as described in 1 or 2 above, but whose annual contract salary for the year following retirement shall be \$95,000 or more.
- c. All teachers eligible in “b” above must submit an irrevocable letter of retirement and resignation, on or before the close of business of the first school day in April of the same school year of their retirement and resignation. Such retirement and resignation shall be effective July 1<sup>st</sup> and is contingent upon the teacher receiving the incentive outlined in “a” above.
- d. Teachers who become first eligible for retirement pursuant to “b1” above during the school years 2006-07 through 2009-10 and submit an irrevocable letter of resignation and retirement effective in their first year of eligibility shall be eligible to participate in the retirement incentive. Said letter of resignation and retirement must be submitted



before the close of business on the first school day of March in the year in which they are eligible to receive this incentive. Such retirement and resignation shall be effective July 1<sup>st</sup> of the year in which they are eligible and is contingent upon the teacher receiving the incentive outlined in "a" above.

e. Article XX Section O shall "sunset" and become null and void on June 30, 2010

19. Article XXIV—Academic Intervention Tutors (p. 51)

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

20. Article XXV – Teacher Assistant/Sign Language Interpreters Section B - Employment Security (p. 54)

Create two Sub Sections to Section B. The first Sub Section shall contain the present language that is specific to Teacher Assistants. The new second Sub Section shall be specific to Sign Language Interpreters and contain the following five (5) paragraphs:

**Sign Language Interpreters shall be placed on their own separate seniority list.**

**Sign Language Interpreter's shall receive seniority credit for all prior service in the District that he/she served as a Sign Language Interpreter prior to becoming members of the STA bargaining unit. In addition to seniority credit, Sign Language Interpreters with such prior service shall also have such prior service credited for purposes of tie-breaking procedures and recall rights.**

**Excessing of Sign Language Interpreters, if necessary, shall be done in reverse order of seniority. If it becomes necessary to excess a Sign Language Interpreter from his/her position in the District and a group of Sign Language Interpreters has the same amount of accrued seniority, the same sequence contained in Article XIII Section D of the STA/Board Contract shall be used.**

**In the MOA between the District and the STA regarding the Inclusion of Educational Sign Language Interpreters in the STA bargaining unit, dated 4/22/05, which is to be included as part of the new contract change, in the first sentence of Article XXV- Teacher Assistants/Educational Sign Language Interpreters, Section F- Educational Sign Language Interpreters, Sub Sub-Section 1., change \$30 to \$33. In years 2 through 5 of the contact, this dollar amount will increase at the same rate as other ancillary salaries.**

**Further, any Sign Language Interpreter excessed from his/her position shall be given the opportunity to interview for any vacant position in the District for which he/she is certified.**

21. Appendix C -Teachers' Salary Schedule By-Laws (p. 69 – 70)  
Changes to Appendix C are effective July 1, 2006

a. Substitute the following fourteen (14) items for existing numbers 1 – 5 of the By-Laws:

1. **Salary credit shall be granted for all graduate level courses leading to the attainment of a Master's or Doctorate degree.**
2. **Approval is unnecessary for all non-duplicating college graduate level courses taken in the teacher's subject or tenure area.**
3. **Approval is unnecessary for other courses leading to certification in a new tenure area.**
4. **Other courses, which are clearly relevant to the teacher's performance in the District, shall also receive salary credit.**
5. **Courses taken as indicated in one (1) through four (4) above shall only be approved for credit on the salary schedule if the submitted transcript is from a New York State accredited college, university, or its equivalent.**
6. **Teachers desirous of a review of course relevance should request such a review from the Superintendent or his/her designee prior to the initiation of study.**
7. **Salary credit shall be granted for in-service courses with prior approval by the Superintendent or his/her designee. Requests for approval must be submitted at least fifteen (15) days in advanced of the in-service course registration.**
8. **The accrual of in-service courses for salary credit shall not be diminished by the Board of Education to fewer than forty-five (45) total credits. The maximum rate of accrual shall not fall below nine (9) credits per school year.**
9. **On-line, correspondence, and other classes that are not part of a college or university's regular degree-bearing program require prior approval by the Superintendent or his/her designee. Approval will not be unreasonably withheld if the course in question is non-duplicating, is directly related to a teacher's certification, requires seat time that conforms to Smithtown's Standard Uniform Practices (Section GCL- not to exceed 15 hours per credit), and is on par with other in-service-type courses. The accrual rate for classes of this nature shall be considered part of the accrual rate indicated in #8 above.**
10. **A certified letter from the Registrar stating that all requirements for a degree (Master's or Doctorate), including fees, are completed, the date such requirements were finally completed, and a clear statement that the student will, without question, be awarded the degree by the University at the next opportunity shall be acceptable in lieu of the transcript showing the degree (Master's or Doctorate) was conferred. The date indicated by the Registrar as the completion date of all requirements shall be accepted as the date the degree was earned for the purpose of placement on the salary schedule.**
11. **Requests for advancement on the salary schedule should be made by submitting proof of completion of the requirements to move to the next column. Each teacher will maintain his/her course completion certificates and submit them in total at the time when the request of advancement is made. It is the teacher's responsibility to follow all requirements of this section pertaining to course work.**
12. **Advancement on the salary schedule shall take place at the beginning of four quarters (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>) for course work completed prior to the beginning of the quarter. Official notification (official transcript for college and university courses and course completion document for in-service courses) must be received by the Personnel Office no later than the first two calendar months of the quarter for salary schedule advancement at the beginning of that quarter. If official notification is received after the first two calendar months, the advancement on the salary schedule will commence at the beginning of the following quarter.**
13. **Upon attaining MA+15 credits, a teacher may only advance a maximum of one (1) column per school year thereafter, except that a teacher achieving a Doctorate shall not be subject to this restriction in the year in which he/she attains the Doctorate.**



**MEMORANDUM OF AGREEMENT**  
**between**  
**THE SMITHTOWN CENTRAL SCHOOL DISTRICT**  
**(hereinafter the "District")**  
**and**  
**THE SMITHTOWN TEACHERS' ASSOCIATION**  
**(hereinafter the "Association")**

**RE: Costs Associated with New York State Testing Requirements**

The District and the Association hereby agree to form a committee, during the 2006-07 school year, to explore ways in which the District can reduce costs associated with the New York State mandated testing of students at all grade levels.

The District and the STA shall have equal representation on this committee, the exact composition of which shall be jointly determined by the Superintendent of Schools and the STA President. Any recommendations of this committee shall be presented to the District's Superintendent and the Association's President in the form of a written advisory report.

Agreed: January 10, 2006

For STA:

<i>Peter Defina</i>	<i>PB Defina</i>	<i>President</i>
Name (print)	Signature	Title

For SCSD:

<i>Charles P. Ryan</i>	<i>Charles Ryan</i>	<i>Supt</i>
Name (print)	Signature	Title