

**AGREEMENT**  
**BETWEEN**  
**NORTHEAST CENTRAL SCHOOL DISTRICT**  
**AND**  
**WEBUTUCK TEACHERS' ASSOCIATION**

**JULY 1, 2020 – JUNE 30, 2025**

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## **STATEMENT OF AGREEMENT and DURATION**

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between, the Board of Education of the Northeast Central School District, hereinafter known as the "District" and - the Webutuck Teachers' Association, hereinafter called the "Association" for the period from July 1, 2020 through June 30, 2025.

## **DEFINITIONS**

As used herein the term "District" shall mean the Northeast Central School District, popularly known as "Webutuck Central School District"; "Board" shall mean the Board of Education of the District; "Superintendent" and/or "Chief School Officer" shall mean the Superintendent of Schools; "Association" shall mean the Webutuck Teachers' Association"; "Teacher" shall mean the classroom teachers, special teachers (art, music, industrial arts/technology, family and consumer sciences, health, language, physical education, special education teachers, remedial teachers), guidance counselors, librarians, teachers of English to speakers of other languages, speech, social workers, and school psychologist, the Dean of Students, the Chairperson of the Committee for Special Education, and hearing therapists; "Seniority" shall mean the length of service with the District measured from the most recent date of hire. "Duty" shall mean non-primary instructional tasks performed by teachers such as study halls, cut slips, cafeteria monitoring, recess monitoring, advisory, bus arrival and dismissal monitoring and similar activities.

## **ARTICLE I - CERTIFICATION**

The Public Employment Relations Board has certified the Association as the exclusive bargaining agent for the negotiating unit defined as those contained within the definition of "Teacher" above.

## **ARTICLE II - ASSOCIATION AND TEACHER RIGHTS AND PRIVILEGES**

1. DUES DEDUCTIONS. Upon written authorization, the Board will deduct from the salaries of Association members the Association dues and will transmit the same to the Association monthly. This authority shall be continuous while the teacher is employed in the District unless withdrawn in writing. Deductions shall be at the rate directed by the Union per pay period and commence the pay period next following October first. Once annually, the Board will supply a roster of those from whose salaries deductions have been made and the amount thereof.

2. USE OF SCHOOL BUILDINGS. The Association shall have the right to use school buildings at reasonable hours for meetings provided only that such use does not conflict with planned school activities. Request for use of the buildings shall be made to the Building Principal or Superintendent as may be required. The Association will pay the cost to the District when additional costs are incurred by the District as a result of such use. The Association's use shall be within the Superintendent's or the Building Principal's discretion. The Superintendent's or the

Building Principal's discretion in allowing the Association such use will not be unreasonably withheld.

3. **USE OF SCHOOL MAIL SYSTEM.** The Association shall have the right to make reasonable use of the teachers' mailboxes for official communications to teachers. The Association's use shall be within the Superintendent's or the Building Principal's discretion. The Superintendent's or the Building Principal's discretion in allowing the Association such use will not be unreasonably withheld.

4. **USE OF SCHOOL OFFICE EQUIPMENT.** When available, school office equipment may be used by the Association. Association use of District supplies and equipment shall be on a cost reimbursement basis. The Association's use shall be within the Superintendent's or the Building Principal's discretion. The Superintendent's or the Building Principal's discretion in allowing the Association such use will not be unreasonably withheld.

5. **PAYROLL DEDUCTIONS.** Payroll deductions will be made for the following: payments to any of the currently utilized Tax Sheltered Annuity Programs and payments to the NYSUT Welfare Benefits Program.

6. **TERMINATION DURING PROBATIONARY TERM.** A teacher may be terminated at any time during the "probationary term" upon sixty (60) days' notice. A letter from the Superintendent notifying the teacher of his/her intention to recommend the teacher's termination to the Board of Education shall constitute notice. The days between July 1 and August 31 shall not count in the computation of the sixty (60) day period.

7. **DENIAL OF TENURE.** At least sixty (60) days prior to the conclusion of the probationary period term, the teacher shall be notified by the Superintendent of the Superintendent's determination not to recommend that teacher for tenure to the Board of Education. The period from July 1 through August 31 shall not count in the computation of this sixty (60) day period.

8. **ABOLISHMENT OF POSITIONS.** A teacher whose position has been abolished shall be notified of the abolishment of that position thirty (30) days prior to its effective date.

9. **FAIR DISMISSAL LAW COMPLIANCE.** The Board and the Association will abide by the procedures as described in Chapter 866 of the Laws of the State of New York commonly known as the Fair Dismissal Law, 1972.

10. **LENGTH OF SCHOOL YEAR.** The teacher work year shall be one hundred eighty-four (184) school days including four (4) days for training, conference, in-service and/or curriculum related activities. One Superintendent's Conference Day shall be dedicated to team building and/or wellness activities annually. Any days scheduled to be made up or given back depending upon the need for school closings shall be at the discretion of the Superintendent after consultation with the Association.

11. TUITION REMISSION. Faculty members may bring their children to Webutuck Central School tuition free.

### **ARTICLE III - PERSONNEL FILES**

1. REVIEW AND COMMENT OPTIONS. A teacher shall have the option to review any and all material upon placement in his/her personnel file, except references. The teacher has the right to submit a written comment to such material and any such comment will be initialed by the Superintendent and attached to the file copy.

2. COPYRIGHTS. Every teacher shall have the right upon request to review and copy the contents of his/her own personnel file, except references.

3. CONFIDENTIALITY. A teacher's personnel file will not be open to public inspection.

### **ARTICLE IV - TEACHER CONDITIONS**

#### **1. SCHEDULED HOURS.**

A. Workday. The teacher workday shall consist of seven consecutive hours. Instruction will be scheduled between 7:30 a.m. and 3:30 p.m.

B. Post Coverage. Teachers shall be in their classes or at their assignments at least five minutes before students arrive.

C. Lunch. All teachers will be provided a duty-free lunch period of at least thirty minutes each day during normal school-designated lunch times, unless a change to this time is mutually agreed upon by the affected teacher and building administrator.

D. Preparation Time. Each teacher's schedule will include not less than 225 minutes preparation time within the thirty-five hour work week. Each teacher will be scheduled for one duty-free preparation period per day whenever feasible.

E. Secondary Teachers' Schedule. Secondary teachers, excluding Librarians and special teachers, shall be assignable to five, forty-five (45) minute teaching periods per day or the equivalent of ten 45 minute teaching periods per year, i.e. an average of 225 minutes per day over the year. Teachers will not be scheduled for more than four (4) consecutive forty-five (45) minute teaching sessions. Excepting their preparation time, they may also be scheduled for two duty-assigned periods per day, or one duty assignment and one small group tutorial or remedial assistance for students who have failed or who are in danger of failing for which the teacher will not be required to perform the work of a preparation

Effective in the 2005-2006 school year, the contract shall be modified by adding Academic Intervention Services in lieu of remedial assistance. With respect to AIS assignments, there shall be a limit of no more than twelve (12) students per grouping, performing at no more than two

instructional levels in one subject area, for which the AIS teacher shall prepare and instruct. All New York State AIS Regulations shall be followed.

Core academic teachers in Grades 7 - 12 who have low scheduled student loads, may be assigned to a sixth instructional class and an average of no more than 270 minutes per day over the school year. A core academic teacher in Grades 7 - 12 who is assigned 70 or fewer students, in total, over five (5) classes will be considered to have a low scheduled student load. The teacher shall be assigned no supervisory duties during the semester(s) she/he is teaching a sixth class.

A sixth period class may be taught by a teacher without a low scheduled student load in grades 7 – 12 under the following guidelines:

- a) Only one sixth period class can be assigned within a department
- b) Volunteers within a department will be sought if there is a need for a sixth period class assignment.
- c) If there are no volunteers for a sixth period class where it is needed, a teacher can be assigned.
- d) Non tenured teachers will not be assigned a sixth period class without agreement from the association
- e) Members who volunteer or are assigned a sixth class will be relieved of one duty period.
- f) Members who volunteer or are assigned a sixth class will be compensated \$6000

The parties expressly agree that the purpose of implementing this provision by the District is to enhance curriculum and educational opportunities for students (for example, by offering additional classes, electives, course offerings and Academic Intervention Services). Additionally, the parties expressly agree that the purpose of this provision is not to effectuate lay-offs or reductions in staff.

F. The work schedule for elementary teachers (Pre-K through Grade 6) will be determined by the Principal in consultation with the Association.

G. Special Teachers' Schedule. Special teachers may be assigned the equivalent of one additional 45 minute teaching period, such that their nominal average daily teaching time is 270 minutes. Special teachers assigned to six instructional periods shall not be given a duty assignment other than advisory. All teachers affected by such scheduling will be consulted. No grievance may be filed in regard to this clause beyond the level of the Board of Education.

H. Librarian Schedule. Librarians may be assigned up to the equivalent of seven (7) periods (i.e., 45 minute periods).

I. Professional Responsibilities. Teachers will continue to fulfill traditional professional responsibilities such as department meetings, grade level meetings, faculty meetings, parent conferences, extra help for students, child study team meetings, in-service training, detention, student clubs and activities, band and chorus special rehearsals, and other normal and customary responsibilities.

All teachers will attend one regularly scheduled monthly faculty meeting and one regularly scheduled monthly department meeting per month for duration of no more than ninety (90) minutes, except as excused by the principal or when they are carrying out other school functions such as coaching, play rehearsals, etc.

J. Early Departure. On Fridays or the day before a holiday, teachers may leave the building after completion of their professional responsibilities and upon notifying the office, unless requested to remain by the building principal to maintain a safe and orderly environment.

## 2. CLASS COVERAGE.

Any teacher assigned the students of an absentee teacher, (including his/her own) so that his/her weekly preparation time is reduced will be reimbursed at the rate of \$35.00 per class period.

## 3. TEACHING ASSIGNMENTS.

A. Notification of Assignment. All teachers will be presented with tentative class schedules and grade assignments by two weeks before the last day of school. Elementary teachers will also receive prospective class lists at this time.

B. Master Schedules/Class Lists - EBIS/Sr. High School. Final master schedules for the high school and prospective class lists will be mailed to each EBIS-Sr. High School teacher by July 31<sup>st</sup> for the following work year. No changes to the teachers' schedule will be made after July 31<sup>st</sup> without written notification to the teacher followed by personal consultation with the teacher by the building principal, if requested by the teacher.

C. Reassignments. When reassignment of teachers to different grade levels, courses, or rooms is necessary, seniority will be one of the considerations.

## 4. SHARED STAFF/TRAVELING TEACHERS.

When a teacher's schedule includes responsibilities in more than one building, the travel time between buildings is considered part of the teacher's workday. The teacher's schedule shall allow travel time of 10 minutes between the Webutuck Elementary School and EBIS and the High School.

The traveling teacher will be reimbursed for mileage at the rate allowed by the Internal Revenue Service.

## 5. CLASS SIZE.

A. Elementary Instructional Groups. Every effort will be made to adhere to the following recommended numbers of children for elementary classes unless facilities require a small number of children:

Kindergarten	22
Grades 1 to 3	24
Grades 4 to 6	27

B. Study Halls. The pupil-teacher ratio in study halls is not to exceed 30:1 in grades 6-12.

C. Space Considerations. Since special space, equipment, and furniture are involved in laboratories, art, commercial subjects, physical education, family and consumer science, technology and music, limits for class sizes will be established by the administration and Guidance Department and subject matter teacher involved.

D. Board Review of Class Sizes. When requested by the Association, the Board of Education will review class sizes.

E. Grievance Process. The provisions of Paragraph "5," Subparagraphs (a) through (d) of this Article IV (Class Size), are not subject to the grievance procedures herein.

F. Science Labs. The number of students assigned to a science lab shall not exceed the number of lab stations in the classroom.

#### 6. EDUCATIONAL COMMUNITY EVENTS.

The teachers in each building will plan and participate in three all-building parent/student/community events each school year, in addition to appropriate interaction with parents.

### **ARTICLE V - LEAVES**

#### 1. SICK LEAVE.

A. Annual Creditation and Accumulation Limit. A teacher shall be credited with twelve (12) days the first three years and fifteen (15) days sick leave thereafter, per year, with accumulation to 200 days. Any teacher who is absent for more than three (3) consecutive days may be required by the Superintendent to supply a doctor's note excusing them from work related activities.

B. Annual Statement. Each teacher will receive a statement of accumulated sick leave and benefit days on the opening of school.

C. Sick Leave Bank Formation and Operations. The Association President shall appoint three (3) members and the Superintendent shall appoint three (3) administrators for the operation and governance of the Sick Leave Bank, subject only to the following limitations:

- (1) Contributions to such bank shall be voluntary.
- (2) Contributions to such bank for new hires shall be two (2) days from their first day of employment and two (2) days from their second year of employment for a total of four (4) days contributed to the bank.
- (3) Contributions to such bank for new enrollees, who have been employed in the District for at least one year, shall be four (4) days from prior year's sick leave accumulation.
- (4) Benefits shall be available only to participants and only after exhaustion of individual accumulation.
- (5) Replenishment of the bank may occur only after or at exhaustion of the bank and not more than once annually.
- (6) The bank rules and procedures shall contain provision for appellate



disposition of differences arising thereunder or resulting from Committee determination, other than that of the grievance procedures under this agreement, which latter procedures shall not apply.

D. **Pregnancy Related Disability.** Pregnancy related disability shall be treated in the same manner as any other disability for which paid sick leave is available.

E. **Family Sick Leave.** A teacher will be allowed two (2) days leave per year for family accident or illness. An additional four (4) days leave will be allowed per year which shall be deducted from the teacher's accumulated sick leave. Additional days may be granted at the discretion of the Superintendent and shall be deducted from the teacher's accumulated sick leave.

F. **PARENTAL LEAVE**

A member may use accrued sick time concurrently with FMLA for up to six consecutive calendar weeks for each birth or for an adoption or foster experience of a pre-school aged child for the purpose of caring for a newborn or newly adopted/foster child at home. This does not prohibit the member from using sick time for Pregnancy Related Disability as described in Article V.1.D.

2. **BEREAVEMENT LEAVE.**

Upon notification to the Superintendent or his/her designee, a teacher will be allowed up to five (5) days leave with pay due to a death in his/her family depending upon circumstances. One day may be allowed for other bereavements. Additional leave may be granted by the Superintendent.

3. **CHILD REARING LEAVE.**

Upon written application, child rearing leave of up to two (2) years shall be granted to a teacher. Return from such leave shall coincide with the beginning of a semester. Returns from child rearing leave may be at any other time, upon application of the teacher to the Board of Education and, in the discretion of the Board, approval by the Board of that application. A teacher on child rearing leave will not accrue any benefits hereunder but will retain all tenure privileges based upon her/his status at the time the leave began. For non-tenured teachers, child rearing leave shall be an interruption of the probationary period.

4. **MILITARY LEAVE.**

Teachers shall be granted military leave in accordance with Section 243 of the Military Law.

5. **PROFESSIONAL LEAVES.**

A. **Conference/Visitation Approval.** Visits and/or conferences which may be initiated by the teacher or the administration require prior written approval of the Superintendent.

B. **Conference Reimbursements.** Upon receipt of prior approval, attendees at conferences will be reimbursed for meals, travel expenses and mileage.

C. Mileage Reimbursement for Professional Travel. Reimbursement for travel within a radius of 408 miles to Board-approved conventions and other professional meetings shall be provided. When public conveyances are not used, the teacher will be reimbursed for mileage at the rate allowed by the Internal Revenue Service.

6. PROFESSIONAL ASSOCIATION OFFICERS' LEAVE.

A teacher elected an officer of organizations affiliated with the Association shall, upon request, be granted a leave of absence without pay for a period not to exceed two years. Such teacher shall be entitled to return to a position in the District, comparable to that held prior to going on leave.

7. ASSOCIATION PRESIDENT'S LEAVE.

The President of the Association and/or his/her designee shall be entitled to a total of eight days leave with pay. The President and/or designee shall inform the District of his/her proposed schedule at least two weeks in advance of any such leave. The President and/or designee shall make good faith effort to coordinate with any assigned instructor covering his/her class to insure continuity of program for students.

8. PUBLIC OFFICE LEAVE.

The Board may grant a leave of absence for one (1) year without pay to a tenured teacher for the purpose of temporary employment in a public service or in activities of social significance which will result in professional growth. Such teacher shall be entitled to return to a position in the District comparable to that held prior to going on leave.

9. SPECIAL LEAVE.

Special leave without pay of up to two (2) years may be granted by the Board to a teacher who joins the Peace Corps, VISTA, National Teacher Corps or Exchange Teacher Program, or comparable program. Such leaves will be treated in the same manner as military leave.

10. PERSONAL LEAVE.

A teacher may take up to three (3) days of personal leave solely for urgent personal business. Written notification of personal leave must be submitted to the Superintendent. In emergency situations, such notification of leave may be made after the leave. (Some examples of urgent personal business are: court appearances, house closings, graduation of immediate family). A personal leave may not be taken in a day immediately before or after a vacation period or holiday or to apply for a job. Unused personal days will be carried over to the following year as accumulated sick leave. Additional personal days may be granted at the discretion of the Superintendent.

11. DISCRETIONARY LEAVE.

Leaves of absence with or without pay of up to one (1) year may be granted at the discretion of the Board of Education.

12. NOTIFICATION OF RETURN FROM LEAVE(S).

Teachers who are on leave must notify the Superintendent by May 1 of their work intention for the following September.

## **ARTICLE VI - INSURANCE**

### **1. MAJOR MEDICAL COVERAGE.**

Members who are enrolled in the DEHIC ALT PPO shall pay 20% contribution towards the premium cost of insurance. Members who choose to enroll in the DEHIC EPO20 will pay the following contributions towards the premium cost of insurance:

2020 - 2021: 11%

2021 - 2025: 12%

All members enrolled in the Plan may pay their premium cost through payroll deduction, or may prepay his/her annual contribution by September 15 or within thirty (30) days after any announced increase.

Members hired after July 1, 2016 upon entering into the district health insurance plan will be enrolled in EPO20 as their plan according to the rate based on the current collective bargaining agreement (CBA).

Members hired prior to July 1, 2016 may enter or reenter into any of the offered plans at the rate based on the current collective bargaining agreement.

Retired members will contribute at the rate paid on the date of their retirement for an individual plan and pay fifty percent (50%) of the difference between the cost of an individual and a family plan if they elect family coverage in retirement. Members hired after July 1, 2016 must have ten (10) years of service in the District to receive health insurance in retirement.

Reentry into the District's health plan shall be allowed at any time subject to the waiting period or open period, if any, of the district's health insurance plan, rules, and regulations.

For members hired prior to July 1, 2016, the District shall offer domestic partner health insurance coverage subject to the requirements and procedures established by the Dutchess Educational Health Insurance Consortium. Unmarried enrollees may cover same or opposite sex partners with whom they reside and have a committed long term relationship of mutual support, and for whom they have assumed long-term financial responsibility or have mutual financial responsibility.

In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act of 2015 and/or any other legislation, rule or regulation impact in any way the health insurance plans, costs, or benefits provided for in this Agreement, either party may reopen negotiations on the issues of health care, upon ten (10) days written notice. The parties agree that while negotiations are pending, the District may implement changes necessary to comply with federal and/or state laws, rules and regulations after prior written notice to the Association.

### **2. SECTION 125 PLAN.**

The District shall provide employees with the option of paying health insurance premium

contributions through a Section 125 Internal Revenue Code, Premium Only Plan, which shall be expanded to a full flexible benefit plan as soon as practicable following the ratification of the 1999-2003 Agreement.

3. **WELFARE FUND CONTRIBUTION.**

The District shall contribute \$1590.00 toward a Welfare Fund for each participating teacher each year. The Association will provide the District with an annual audit of the Fund's accounts, and a description of the Fund's function (The Fund operates on a calendar year, January 1 through December 31). The audit will be provided by April 15 of each year for the prior fiscal year; the function and description will be provided by April 15 for the current fiscal year.

4. **WORKERS' COMPENSATION.**

Whenever a teacher is absent from his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment and he/she receives Workers' Compensation payments for such absence, he/she will be paid his/her full salary during his/her absence from his/her employment, until termination of incapacity, less the amount of any Workers' Compensation award made for lost salary due to said injury and no part of such absence will be charged to his/her annual or accumulated sick leave. However, in no case shall the District's liability for salary payments exceed thirty (30) days.

5. **RETIREMENT FUND FOR INSURANCE COSTS.**

The District shall create a fund for each unit member at retirement from the District equal to \$55 for each accumulated unused sick day up to a maximum of 200 days. That fund shall be credited at a rate of 5% per year against the cost of continuing health insurance coverage. This shall become effective for unit members who retire on or after June 30, 1992 up to June 30, 2016.

6. If on the first full payroll of the school year the number of members opting out of the District provided insurance plan is greater than the number of members opting out during the 2019-20 school year, less the number of members who opted out of the District's insurance plan in 2019-20 but subsequently left the District, then during that school year every teacher who does not participate in the District's insurance plan shall receive a buy-out of \$1600. Payment shall be made in two separate checks, one in January and one in the last payroll of the regular school year. Members who opt out are allowed to re-enter the health insurance plan during the next year's open enrollment or if they experience a qualifying event as determined by the rules of DEHIC. The Association President and/or their designee shall meet with the Superintendent and/or their designee after June 1<sup>st</sup> each year to determine the number of opt-outs necessary to require payment in the following school year.

**ARTICLE VII-IN-SERVICE TRAINING**

1. **PROFESSIONAL DEVELOPMENT/IN-SERVICE.**

Each Association member shall be required to complete no more than fifteen (15) hours of Professional Development/In-Service hours each school year. The Association shall be involved in the planning and selection of all of these courses (excluding BOCES courses). An Association/Administration Committee shall recommend the course content and the extent of participation to the Board. The faculty shall be presented with a complete course outline before

the start of the course. Attendance at such required courses shall be at the discretion of the Superintendent. All recommendations for required Professional Development/In-Service courses shall have the final approval of the Board of Education. The Board shall have the final determination as to the course and its content. The District shall pay for the required Professional/In-Service courses. Courses can be taken during regular school hours. No salary credit will be given to Association members, only credit toward Professional Development hours.

**2. PROFESSIONAL DEVELOPMENT/SALARY CREDIT OPTION.**

Association members may participate in Professional Development/Salary Credit courses and/or Conferences/Seminars offered outside of regular school business hours. The Association member shall pay for such courses/conferences/seminars. Both Professional Development and Salary Credit will be given to members for such participation. One salary credit shall be given for each 15 hours of attendance. Participation in District committees (such as Building For Excellence Team, District Leadership Team, etc.) will also count toward Professional Development/Salary Credit using the same 15 hours to 1 credit ratio. Participation at such courses/seminars/conferences/committees is at the discretion of the Superintendent and approval must be received prior to participation.

**3. COLLEGE COURSE WORK OPTION.**

Association members may take Post Graduate courses that are related to the individual's area of employment in the District. Such courses must receive prior approval from the Superintendent. Courses must take place outside of regular school hours. Association members must pay for such coursework and will receive graduate credit payment on a credit basis as per contract. Such coursework counts toward the required fifteen (15) hours at a ratio of 1 graduate credit to 15 professional Development hours.

**4. TEACHER-INSTRUCTOR COMPENSATION OPTIONS.**

Teachers who serve as instructors of in-service courses will be compensated at \$36 per hour for instructional time and mutually agreed-upon preparation time, or may receive in-service credit at a value of two times the instructional time, at the District's option. Programs funded through grants may operate outside of the scope of this payment agreement.

**ARTICLE VIII - VACANCIES AND TRANSFERS**

**1. POSITION VACANCY POSTING PROCEDURES.**

Whenever a vacancy shall occur in a professional position within the unit represented by the Association, the same will be publicized by posting notices in each school building. Vacancies occurring during summer vacation shall be posted in the administration offices of the District and a copy thereof shall be sent to the Association. The notice shall set forth a description of the qualifications for the position. No vacancy shall be filled except on a temporary basis until such a position shall have been posted for at least ten (10) workdays prior to the last day on which applications will be accepted. Any teacher desiring to apply for any such vacancy shall submit an application, in writing, to the Superintendent and the Principal in whose building the teacher is presently assigned within the time limit specified.

**2. INVOLUNTARY TRANSFERS.**

Involuntary transfers of teachers from one building to another or reassignment within a tenure area may be unavoidable but should be held to a minimum. Notice of any such involuntary transfer shall be given to teachers as soon as practicable and, under normal circumstances, not later than June 1. When transfers are necessary to positions for which there are no previous applications, voluntary reassignment will be made unless it has not been possible to locate an adequate number of volunteers qualified within the respective areas of certification and tenure, after a good faith effort for a period of fifteen (15) days, except for emergencies. Good faith effort shall consist of notification to the Association President and to the teachers in the buildings involved. Volunteers will be transferred or reassigned first. After the group of available volunteers has been exhausted, a teacher's area of competence, major and/or field of study, quality of teacher performance and length of service in the school system will be considered in determining which teacher is to be transferred or reassigned.

Notwithstanding the above, a teacher may be involuntarily transferred for any of the following reasons: (1) improvement of the instructional program; (2) to resolve serious interpersonal relations; and (3) to address deficiencies in a teacher's pedagogical performance.

**ARTICLE IX - TEACHER EVALUATION**

The rights and responsibilities of the parties with regard to the observation and evaluation of teachers, including tenured and non-tenured teachers, are set forth in the parties' approved APPR plan, which is attached hereto as Appendix 3.

**ARTICLE X - TEACHER PROTECTION AND STUDENT DISCIPLINE**

**1. PHYSICAL PROTECTION OF TEACHERS.**

Teachers will report, in writing, all cases of assault sustained by them in connection with their employment to their principal or immediate supervisor. Said report will be forwarded to the Board. The Board and the administration will comply with any reasonable request of the teacher for information in its possession relating to the incident or the persons involved and will act as a liaison between the teacher, the police and the courts.

**2. INDEMNIFICATION.**

The District will provide insurance (\$5,000 per occurrence; \$500 per individual, \$50 deductible) covering damage to a teacher's personal property in the event of assault by a student.

**3. COMPLAINTS ABOUT TEACHERS.**

Complaints by parents of the student or those in parental relation to the student, or complaints by a student about a teacher, shall be called promptly to the teacher's attention. If a complaint is reduced to writing by an administrator, or the complaint is in the form of a letter or other written communication, the teacher shall have the right to respond in writing to the complaint and such response shall be filed with the complaint. If the complaint is oral, an administrator may reduce the facts attendant to that complaint to writing. The administrator will investigate the derogatory reports and/or letters. The degree and manner in which such investigation will be

conducted by an administrator shall be within the discretion of the administrator. The results of that investigation may be filed in the concerned teacher's file and annexed to that complaint. Determinations as to whether or not the investigation is to be filed is within the discretion of the administrator. The teacher has the right to make comments about the derogatory complaint, letter or report and such comments will also be placed in the file.

**4. STUDENT DISCIPLINE.**

Teachers shall receive instructions and directions relative to student discipline only from professional personnel, and student punishment and discipline referred to higher authority by a teacher shall be administered only by professional supervisory personnel. The teacher shall be informed of the discipline and punishment administered.

**5. DISRUPTIVE STUDENTS.**

In the event that the presence of any student or students becomes unduly disruptive to the conduct of instruction or threatens the welfare or safety of the teacher and/or the students, the teacher is hereby authorized to forthwith remove such student or students from the class. Discussion between teacher and principal shall take place before the student is returned to class.

**6. ENGAGING PARENT COOPERATION IN DISCIPLINE.**

Teachers have the right and are encouraged to enlist the cooperation of parents in handling discipline problems. After consultation with the principal involved, teachers may request parental attendance at a parent-teacher conference at a mutually agreeable time and place.

**ARTICLE XI - SALARY AND ECONOMIC CONSIDERATIONS**

**1. SALARY.**

The 2019-2020 teachers' salary schedule shall be increased by 1.25% effective July 1, 2020, an additional 1.25% effective July 1, 2021, an additional 1.25% effective July 1, 2022, an additional 1.25% effective July 1, 2023 and an additional 1.25% effective July 1, 2024. Unit members who are eligible for step advancement shall do so each of those years.

	<u>2020-21</u>	<u>2021-22</u>	<u>2022 - 23</u>	<u>2023 - 24</u>	<u>2024 - 25</u>
1	\$55,817	\$56,515	\$57,221	\$57,937	\$58,661
2	\$57,705	\$58,427	\$59,157	\$59,897	\$60,645
3	\$59,810	\$60,558	\$61,315	\$62,081	\$62,857
4	\$62,202	\$62,979	\$63,767	\$64,564	\$65,371
5	\$64,762	\$65,571	\$66,391	\$67,221	\$68,061
6	\$66,697	\$67,531	\$68,375	\$69,230	\$70,095
7	\$68,464	\$69,320	\$70,187	\$71,064	\$71,952
8	\$70,523	\$71,404	\$72,297	\$73,200	\$74,115
9	\$72,456	\$73,361	\$74,278	\$75,207	\$76,147
10	\$74,374	\$75,304	\$76,245	\$77,198	\$78,163
11	\$76,293	\$77,247	\$78,212	\$79,190	\$80,180
12	\$78,222	\$79,199	\$80,189	\$81,192	\$82,207
13	\$80,142	\$81,144	\$82,158	\$83,185	\$84,225

14	\$82,068	\$83,094	\$84,133	\$85,184	\$86,249
15	\$83,984	\$85,034	\$86,097	\$87,173	\$88,262
16	\$85,911	\$86,985	\$88,072	\$89,173	\$90,287
17	\$87,830	\$88,928	\$90,040	\$91,165	\$92,305
18	\$89,744	\$90,866	\$92,002	\$93,152	\$94,316
19	\$91,678	\$92,824	\$93,984	\$95,159	\$96,348

## 2. EXTRA-CURRICULAR SALARY SCHEDULE.

Compensation for extra-curricular activities shall be as set forth in the salary schedule attached to and made part of this Agreement, at the same percentage (%) increases as apply to the basic salary increases.

Half of the salary shall be paid at the midpoint of the activity and the remaining half shall be paid at the end of the activity.

## 3. POSTGRADUATE CREDITS.

Teachers will be paid for all applicable postgraduate credit hours earned at an accredited college at the rate of \$66.00 per credit.

Teachers will be paid for all approved in-service credit hours at the rate of \$64 per credit for fifteen (15) hours of in-service attendance. Payment will be made when sufficient hours have been accumulated for a full credit. All partial credits earned prior to July 1, 1993 were rounded up effective July 15, 1993.

Once a teacher has earned sixty credits beyond his/her Master's Degree, all subsequent credits will be paid at \$66.00 per credit up to 80 credits. Any teacher who at the time of ratification exceeds 80 credits will be paid up to the maximum of 96 credits. Upon completion of any professional development course, a teacher shall provide a report to the principal and director of curriculum and instruction. The report form shall include an overview of the material from the course, a plan for implementing the material in the teacher's class, and proof of attendance.

## 4. LONGEVITY PAYMENTS.

A. At the completion of ten years, fifteen years, and twenty years of service in the District, unit members shall be entitled respectively to longevity increments in the amount of one thousand three hundred eighty-seven (\$1387) dollars, one thousand three hundred eighty-seven dollars (\$1387), and two thousand three hundred dollars (\$2300).

B. At the completion of twenty three years, twenty five years, twenty seven, and twenty nine years of credited service in the District, unit members shall be entitled respectively to longevity increments of two thousand five hundred dollars (\$2500), two thousand nine hundred dollars (\$2900), three thousand nine hundred dollars (\$3900), and four thousand nine hundred dollars (\$4900).

C. It is agreed that the phrase "service in the District" means years employed by the Webutuck School District.



D. It is also agreed that the phrase "credited service in the District" means years of experience, both as an employee of the Webutuck School District and any previous, actual teaching employment which was credited for purposes of placement on the salary schedule at the time of hiring by the District. This does not include "credit" given for salary schedule placement that does not equate to actual years of teaching, if any.

5. MASTER'S DEGREE ACKNOWLEDGMENT.

Unit members with a Master's Degree shall receive a differential of \$1,000.00 paid in each year of this contract.

6. BENEFIT DAYS.

A teacher who has accumulated 150 or more days of sick leave may elect to be compensated at a rate of \$60 per day for the "benefit time" as defined below. Such election shall be made between April 1 and April 15 each year.

"Benefit days" equals accumulated sick leave days in excess of 150 (maximum 15) minus the number of personal leave days taken during the preceding year.

An audit will be conducted to allocate the appropriate number of benefit days to each teacher as of June 30, 1995.

Appendix No. 3 provides illustrations of the computation of benefit days.

7. ADDITIONAL COMPENSATION.

Teachers required by the District to work beyond the normal school year, shall be compensated at one two hundredths (1/200ths) of their yearly salary for each day worked. Teachers who participate in summer curriculum projects, teaching in the extended school year program, or similar activities (to include afterschool teaching, as opposed to after-school tutoring) shall be compensated at an hourly rate of fifty-five dollars (\$55).

8. RETIREMENT INCENTIVE.

Unit members who are eligible to retire and receive payments from the New York State Teachers Retirement System, having given irrevocable written notice of resignation on or before February 1, at 5:00 pm of their intent to retire between June 30 and August 31 of the following school year, shall be entitled to the payment of \$17,500.00 in total, \$8,750.00 into a Section 403(b) tax sheltered annuity between June 30 and November 1 of their first year of retirement and an additional \$8,750.00 paid into their Section 403(b) tax sheltered annuity between June 30 and November 1, of the second year of retirement. This provision is applicable to teachers who have twenty (20) years or more of service to the district at the time of retirement.

For the 2016-2017 school year, the retirement incentive will be offered to all teachers eligible to retire under the System without penalty. For the 2017-2018, 2018-2019, and 2019-2020 school years, the retirement incentive will only be offered to those teachers who are in their first year of eligibility under the System to retire without penalty.

**9. NATIONAL BOARD CERTIFICATION.**

Up to two (2) teachers who have received National Board Certification shall be paid a stipend of \$1,500.00 per year in each of the ten years of the certification period. The District and the Association shall establish a committee to select recipients for entitlement to this benefit. The committee shall be comprised of two (2) designees of the Association and two (2) designees of the Administration.

**10. PAYMENT FOR UNUSED DAYS AT RETIREMENT**

Unit members retiring after June 30, 2016 shall be paid \$65 for each accumulated unused sick day up to a maximum of 200 days. This payment shall be made into a Section 403(b) tax sheltered annuity between June 30<sup>th</sup> and July 1<sup>st</sup> in the year of retirement.

**11. LONG TERM SUBSTITUTES**

Substitutes employed 40 continuous workdays or more in the same instructional position will be considered long-term substitutes.

**A. Specific Duration Replacements (41+ continuous days)**

When the duration of employment is identified at the time of hiring to be more than forty (40) days, upon appointment by the Board the long-term substitute will be eligible for contractual benefits. The Superintendent shall have the authority to determine a long-term substitute's placement on the salary schedule, however no long-term substitute may be offered or receive a base salary greater than that of a present unit member with the same number of credited years of service and the same level of credited educational attainment. Salary on step will begin in accordance with the District's payroll schedule once the Board has appointed the long-term substitute.

**B. Unspecified Duration Replacements**

When the duration of employment is not identified at the time to be more than forty (40) days, the long-term substitute will not be eligible for contractual benefits until completion of forty-one (41) continuous days of employment in the same instructional position. Once the Board has appointed the long-term substitute and upon completion of forty-one (41) continuous days of employment, salary on step will begin in accordance with the District's payroll schedule. The Superintendent shall have the authority to determine a long-term substitute's placement on the salary schedule, however no long-term substitute may be offered or receive a base salary greater than that of a present unit member with the same number of credited years of service and the same level of credited educational attainment.

**12. MENTORS AND MENTOR COORDINATORS**

Mentors and Mentor Coordinators shall be members of the Association.

**13. TEACHER WEBPAGES**

During the 2016-2017 school year, both parties agree to establish a committee of District and Association members to explore and select a new website platform. The website platform shall be implemented no later than September 1, 2017. Thereafter, all unit members will maintain an up-to-date website page which shall, at a minimum, include the following, where applicable:

-Name of unit member

- Grade(s)/Course(s) Taught/Title
- Contact information
- Resources for Learning (i.e. On-line Textbook, Links to Educational Websites, Video Clips, Study Guides, Curriculum Maps)
- Policies and procedures for classroom homework, assignments and grading-Assignments and/or Assessment Calendar

#### 14. TEACHER/PARENT PORTAL

All teachers in grades 4-12, where applicable, will post grades within a week of collecting a graded assignment (homework, quiz, exam, project, etc.) in the teacher/parent portal

### **ARTICLE XII - GRIEVANCE PROCEDURES**

#### **Section 1: General Provisions**

1. A grievance shall be a claim by a teacher and/or the WTA that he/she or it has been adversely affected over an alleged violation of this contract.
2. All grievances shall include the name and position of the allegedly aggrieved party, the time and place of the alleged grievance, the contract provisions allegedly violated, a specific statement of the nature of the alleged grievance, the redress sought and the signature of the grievant.
3. A grievance shall be deemed waived unless it is submitted within twenty (20) calendar days after the event or condition giving rise to the grievance or the aggrieved party knew or should have known of the event or condition upon which the grievance is based.
4. The grievant shall have the right of representation at all stages of the grievance procedure and the right to confront and cross-examine all witnesses called against him/her and to testify and call witnesses on his/her own behalf.
5. In any grievance brought by an employee or group of employees, the WTA shall be notified of the hearing dates. The Association shall be entitled to receive copies of all exhibits and decisions and have the opportunity to cross-examine witnesses.
6. Failure by the District to hold a hearing or submit decisions within the time limits set forth herein, shall be construed as a denial of the grievance and grievance may be appealed to the next stage of the grievance procedure.
7. Grievances shall be submitted at the lowest possible stage where relief may possibly be granted.
8. Failure to bring the grievance to Stage I within 20 calendar days or failure to process a grievance within the stipulated time limitations at the various stages shall be deemed a waiver of the grievance and a contractual bar to further procedure.

## **Section 2: Procedures**

### **Stage I.**

The grievance will be presented in writing to the appropriate building principal who shall hold a hearing within ten (10) calendar days of the submission of the grievance and render a written decision within fifteen (15) calendar days thereafter.

### **Stage II.**

Within ten (10) calendar days of the disposition of the grievance Stage I, the grievant may appeal, in writing, to the Superintendent. This appeal to the Superintendent shall have the items outlined in paragraph two (2) of section one (1) of General Provisions and shall also state the disposition or resolution, if any, of the grievance at Stage I. The Superintendent shall hold a hearing within fifteen (15) calendar days from the submission of this appeal and she/he will render a written decision within fifteen (15) calendar days after the hearing.

### **Stage III.**

Within ten (10) calendar days after the decision of the grievance Stage II, the Association may request the Board to schedule a hearing with respect to the grievance or the Association may file with the Clerk of the Board a demand for arbitration. The Board, at its option may elect to hold a Stage III hearing or elect to have the matter go directly to Stage IV, arbitration. The Association will, at Stage III, present in its statement of grievance the matters outlined in paragraph two (2), section one (1) of General Provisions and it will also state the disposition and/or resolution, if any, at Stage II and in of the grievance procedure. If the Board decides to hold a hearing, the hearing before the Board or a committee thereof, shall be held within fifteen (15) school days of the submission of the request therefore. The written decision of the Board shall be rendered within ten (10) school days of the hearing. In the event that the decision of the Board does not resolve the grievance or if the Board declines to hold a hearing, the Association may demand arbitration of the grievance by filing a demand for arbitration in writing with the Clerk of the Board of Education.

The WTA will submit to the Clerk along with its demand for arbitration, a statement outlined in paragraph two (2) of section one (1) of General Provisions. This statement will also include a statement as to the resolution or disposition, if any, of the grievances at the preceding stages of the grievance procedure.

### **Stage IV. Arbitration**

Upon submission of the demand for arbitration, the parties shall contact the following arbitrators on a rotating basis, provided that if an arbitrator is unavailable within a reasonable period of time the next in the rotation shall be appointed: Martin Scheinman, Howard Edelman and Jeffrey Selchick. Panel members shall be subject to replacement by the mutual agreement of the parties.

The arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall be without power or authority to make any decision which requires commission of an act prohibited by law or which violates the terms of this Agreement or which excludes this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

The cost of the services of the arbitrator shall be divided equally between the Board and the Association.

The decision of the arbitrator shall be final and binding on the parties.

Either party may, with consent of the other party, request expedited arbitration.

#### **ARTICLE XIII - LABOR-MANAGEMENT MEETING**

The Board of Education shall meet with the Association leadership between February 1 and March 15 each year to discuss items and issues of mutual concern to them and to District students and residents.

#### **ARTICLE XIV - ZIPPER CLAUSE/MANAGEMENT RIGHTS CLAUSE**

This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agreed that negotiations will not be reopened on any item concerning wages, terms or conditions of employment whether contained in this Agreement or not, during the life of this Agreement. The operation of the schools, the direction of the staff are vested exclusively in the School Board.

#### **ARTICLE XV - TERM AMENDMENT MODIFICATION TERMINATION & DURATION OF AGREEMENT**

1. DURATION. This Agreement, unless otherwise specified, shall take effect as of July 1, 2020, and shall remain in effect through June 30, 2025. Negotiations for a successor agreement shall commence on or about April 1, 2025 or at such time as the parties mutually agree.
2. FUTURE MODIFICATIONS. This Agreement and the terms, conditions, and covenants contained herein shall not be altered, changed, or modified except by an agreement in writing executed by the parties hereto.
3. PRECEDENT OF LAW. If any provision of this Agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect.

**ARTICLE XVI - LEGISLATIVE ACTION**

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 THEREFOR; SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in the manner following:

DATED: \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

For:  
**NORTHEAST CENTRAL SCHOOL  
DISTRICT**

BY: \_\_\_\_\_

PRESIDENT  
BOARD OF EDUCATION

For:  
**WEBUTUCK TEACHERS' ASSOCIATION**

BY: \_\_\_\_\_

ASSOCIATION PRESIDENT

**Appendix 1**  
**Extra/Co-Curricular Salary Schedule**  
**2020 – 2025**

Junior Honor Society	\$500
High School Student Council	\$1,000
National Honor Society	\$1,000
Mock Court	\$1,000

6th Grade Advisor	\$500
7th Grade Advisor	\$500
8th Grade Advisor	\$500
9th Grade Advisor	\$750
10th Grade Advisor	\$750
11th Grade Advisor	\$1,250
12th Grade Advisor	\$1,250

Play Choreographer	\$1,500
Play Instructional Director	\$1,500
Play Set Construction	\$2,200
Play Vocal Director	\$2,200
Play Director	\$3,200

High School Yearbook	\$3,435
Mentor Director	\$1,750
Mentor	\$999
Instructional Council	\$2,250

Chaperone (per hour)	\$25
Timekeeper/Scorekeeper/Clock (per hour)	\$25
Maximum Hours for C/T/S	8
Detention (Per Hour)	\$31
Tutoring (Per Hour)	\$30

**Appendix 2**  
**Coaching Salary Schedule**  
**2020 – 2025**

<b>Varsity Boys Basketball</b>	<b>\$5,637</b>
<b>Varsity Girls Basketball</b>	<b>\$5,637</b>
<b>Varsity Boys Soccer</b>	<b>\$4,494</b>
<b>Varsity Girls Soccer</b>	<b>\$4,494</b>
<b>Varsity Football</b>	<b>\$4,494</b>
<b>Varsity Field Hockey</b>	<b>\$4,494</b>
<b>Varsity Volleyball</b>	<b>\$4,494</b>
<b>Varsity Baseball</b>	<b>\$4,494</b>
<b>Varsity Softball</b>	<b>\$4,494</b>
<b>Varsity Track</b>	<b>\$4,494</b>
<b>Golf</b>	<b>\$3,117</b>
<b>Cross Country</b>	<b>\$3,117</b>
<b>Cheerleading</b>	<b>\$3,117</b>
<b>Wrestling</b>	<b>\$2,603</b>
<b>Tennis</b>	<b>\$2,603</b>
<b>JV Boys Basketball</b>	<b>\$4,494</b>
<b>JV Girls Basketball</b>	<b>\$4,494</b>
<b>JV Boys Soccer</b>	<b>\$3,117</b>
<b>JV Girls Soccer</b>	<b>\$3,117</b>
<b>JV Field Hockey</b>	<b>\$3,117</b>
<b>JV Baseball</b>	<b>\$3,117</b>
<b>JV Softball</b>	<b>\$3,117</b>
<b>JV Volleyball</b>	<b>\$3,117</b>
<b>JV Cheerleading</b>	<b>\$2,350</b>
<b>Asst Football Coach</b>	<b>\$3,273</b>
<b>Modified Boys Basketball</b>	<b>\$2,350</b>
<b>Modified Girls Basketball</b>	<b>\$2,350</b>
<b>Modified Boys Soccer</b>	<b>\$2,350</b>
<b>Modified Girls Soccer</b>	<b>\$2,350</b>
<b>Modified Field Hockey</b>	<b>\$2,350</b>
<b>Modified Baseball</b>	<b>\$2,350</b>
<b>Modified Softball</b>	<b>\$2,350</b>
<b>JV/Modified Track</b>	<b>\$2,350</b>
<b>Modified Volleyball</b>	<b>\$2,350</b>
<b>Modified Football</b>	<b>\$2,350</b>



### APPENDIX 3

#### Benefit-Days Examples

- A. Teacher A has 65 days of accumulated sick leave and six personal leave days as of June 30, 1995. He is not eligible for benefit time. During the 95-96 academic year, he uses one sick day and one personal day. As of June 30, 1996 his account will show 76 accumulated sick days and 72 benefit days (65+15-1-6-1).
- B. Teacher B has 150 days of accumulated sick leave and 150 benefit days as of June 30, 1995. She was credited with 15 sick days on July 1, 1995. She is eligible for benefit time and elects to take 10 days credit at \$55/day as of April 1, 1996. By the end of the 95-96 academic year she has also used three sick days and one personal day. On June 30, 1996, her accounts show 152 sick days (150+15-10-3) and 151 benefit days (150+15-10-3-1).
- C. Teacher C also has 150 days of accumulated sick leave and 150 benefit days as of June 30, 1995. He was credited with 15 sick days July 1, 1995, is eligible for benefit time and elects to take 10 days credit as of April 1, 1996. Unfortunately, he becomes ill on May 1 and uses six sick days. One personal day was used earlier. On June 30, 1996 his account shows 149 (150+15-10-6) sick days and 148 benefit days, (150+15-10-6-1).
- D. Teacher D has 200 sick days and 190 benefit days as of June 30, 1995. On July 1, 1995 she was credited with 15 sick days. She is eligible for benefit time and elects on April 1, 1996 to take credit for 12 days. At that time she has used one personal day. During the remainder of the 95-96 year she uses neither a sick day nor a personal day. On June 30, 1996 each of her accounts will show 200 days, because of the limitation of Article 5, paragraph 1 a.

## APPENDIX 4

### **ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN (APPR)**

#### INTRODUCTION

- A. Any existing and previously-approved Annual Professional Performance Review (APPR) procedures pursuant to Section 100.2(o) of the Rules and Regulations of the Commissioner of Education ("Commissioner's Regulations") remain in effect for teachers who are not subject to Section 3012-c of the New York State Education Law (the "Education Law").
- B. Beginning with the 2016-17 school year, this APPR Plan ("Plan") and the procedures and methods described herein shall apply to all classroom teachers.
- C. Nothing in this Plan shall be construed to affect the right of the Board of Education to terminate a probationary teacher for statutorily and constitutionally permissible reasons other than the performance of the teacher in the classroom that is the subject of an appeal, or restrict the discretion of the Superintendent and/or the Board of Education to make a determination on the status of a probationary teacher and/or to deny tenure.
- D. The parties agree to delete Article IX -- TEACHER EVALUATION from the collective bargaining agreement. This Plan document shall be maintained as a document separate and apart from the collective bargaining agreement.
- E. The parties further agree that any procedural violations of this Plan document for a teacher who received an overall composite rating of "Developing" or "Ineffective" shall be subject to the parties' grievance procedure set forth in ARTICLE XII -- GRIEVANCE PROCEDURES of the collective bargaining agreement.
- F. In the event that the APPR is repealed, the parties agree to reopen the contract for the limited purpose of negotiating an alternative procedure.

#### I. AVAILABILITY OF DISTRICT'S APPR PLAN

- A. A written copy of the Plan was adopted by the BOE at the Board of Education meeting on December 19, 2016. This document was included in the official published minutes of the Board of Education meeting.
- B. The written copy of the Plan was published on the District website [www.webutuckschools.org](http://www.webutuckschools.org) following approval by the State.

#### II. TRAINING OF LEAD EVALUATORS AND EVALUATORS

- A. The duration and nature of the training the District will provide to evaluators:
  - 1. All Webutuck evaluators will be trained as lead evaluators.
- B. The duration and nature of the training the District will provide to lead evaluators:
  - 1. Positions trained as lead evaluators: Superintendent of Schools, Building Principals, and any other certified administrator designated by the

Superintendent.

2. Dutchess County BOCES or other approved provider will provide training of lead evaluators in compliance with all state regulations.

3. The District will ensure the training and certification of its lead evaluators in accordance with the requirements prescribed in the Commissioner's Regulations. The District will further ensure that lead evaluators maintain inter-rater reliability over time and that they are recertified on an annual basis.

### III. TEACHER EVALUATIONS

Teachers shall receive an annual composite effectiveness score based on the Matrix below:

		Teacher Observation			
		Highly Effective (H)	Effective (E)	Developing (D)	Ineffective (I)
Student Performance	Highly Effective (H)	H	H	E	D
	Effective (E)	H	E	E	D
	Developing (D)	E	E	D	I
	Ineffective (I)	D	D	I	I

A. Student Performance part of the teacher's composite effectiveness score shall be based upon the teacher's student growth data on state assessments as prescribed by the Commissioner.

B. For those grades/subjects where there is no value added growth model or a comparable measure of student growth if no data is available, student growth means the change in student achievement for an individual student between two or more points in time as described below:

1. Classroom teachers in grades K – 3 will use the results from the 3<sup>rd</sup> grade Math and ELA exams.

2. Special area teachers in grades K – 3 will use the results from the 3<sup>rd</sup> grade

ELA exam.

3. There will be one SLO created for all K – 3 classroom teachers and one SLO created for all K – 3 special area teachers.

4. During the transition period, all 4 – 8 teachers (Classroom and Special Area) will use the results of the Measures of Academic Progress (MAP) exam.

5. After the transition period, 4 – 7 classroom and special area teachers who do not receive a state growth score will use the results of the Measures of Academic Progress (MAP) exam.

6. There will be one SLO for all teachers using the MAP exam.

7. Global 1 teachers will use the results of the Global 2 Regents Exam.

8. All ELA teachers will use the results of the ELA Regents Exam.

9. All High School teachers with more than 50% of their students taking a Regents exam will use the results of that or those Regents exams.

10. All High School teachers who do not have more than 50% of their students taking a Regents exam will use the results of the 11<sup>th</sup> grade ELA Regents Exam. There will be one SLO for these teachers.

C. Teacher Observation part of the teacher's composite effectiveness score will be based on the New York State Teaching Standards:

- \*Knowledge of Students and Student Learning
- \*Knowledge of Content and Instructional Delivery
- \*Instructional Practice
- \*Learning Environment
- \*Assessment for Student Learning
- \*Professional Responsibilities and Collaboration
- \* Professional Growth

The District and the Association agree that Danielson's Framework for Teaching (2011 Revised Edition) rubric shall be used to assess a teacher's performance.

The following procedures shall apply to an administrator conducting an observations:

1. The purpose of the classroom observation is to support the development of the APPR, and to improve the quality of teaching and education in the District, and, in the case of probationary employees:

- a) to provide useful information to the District in considering whether to continue the employee's employment with the District and/or to grant tenure.
- b) to provide the employee with sufficient notice of his/her deficiencies, if any, to allow him/her a reasonable opportunity for corrective action.

2. All classroom observations shall be conducted openly with full knowledge of the classroom teacher. Electronic surveillance of teachers, for the purpose of evaluations, is prohibited.

3. All classroom observations shall be made by certified administrative personnel

trained in the rubric in place.

4. Each classroom observation report (Appendix 13) shall evaluate the lesson observed and shall not include extraneous information which has no direct bearing on the teaching or learning process. Only those elements that are observed will receive a rating.

5. Announced classroom observations will be performed by the building principal and will be of one lesson plan in duration, as agreed upon by the teacher and the observer. Classroom teachers will complete a Pre-Observation Report (Appendix C) and return to the observer at least two (2) school days prior to a pre-observation conference mutually agreed upon by the teacher and observer.

6. The observer will notify classroom teachers that an unannounced observation will occur within a ten (10) school day timeframe. No observation report shall be prepared if the teacher is performing duties other than his/her assigned teaching duties.

7. Within ten (10) school days after any such observation is completed, the observer shall prepare and provide to the observed classroom teacher a tentative or proposed observation report covering that observation. The classroom teacher or the observer may request a conference to be held at a mutually convenient time. This conference must be requested within two (2) school days after the report is provided to the teacher. Following such conference, the observer may either submit the report as originally prepared or, alternatively, prepare a corrected observation report. Only the final or corrected observation report shall be placed in the teacher's personnel file.

8. All probationary teachers shall be entitled to a minimum of two (2) observations each year, one of which shall be unannounced as prescribed in Section 6 above, and at least one of which shall be conducted on advance notice to the teacher. The first observation shall take place within four (4) months of the employee's first day of employment during the first year of his/her probationary period and within four (4) months of commencement of the school year each year thereafter.

9. Tenured classroom teachers shall be entitled to a minimum of two (2) classroom observations each year, one of which shall be unannounced as outlined in Section 6 above and at least one of which shall be conducted on advance notice to the teacher.

10. An employee may reply in writing to any observation report placed in his/her personnel file as he/she sees fit; e.g., by a personal statement, by statements of other persons who have observed the teacher's classroom performance, etc. Any such reply shall be affixed to the observation report to which it relates and shall be included in the teacher's personnel file.

11. All classroom observations, announced or unannounced, shall be conducted by June 1<sup>st</sup> of each school year.

12. All teachers shall receive notice of all subcomponent scores available to the District by the last day of the school year. The final summative evaluation shall be provided to the teachers no later than September 1" of the following school year.

#### IV. TEACHER IMPROVEMENT PLANS (TIP)

The District must provide a Teacher Improvement Plan (TIP) if a teacher receives a rating of "Ineffective" or "Developing" as his/her composite score on the year end evaluation. The TIP shall be provided as soon as practicable, but in no case later than ten (10) school days after the date on which teachers are required to report prior to the opening of classes for the school year. The parties understand and agree that the sole and exclusive purpose of a TIP

is the improvement of teaching practice and the issuance of a TIP is not a disciplinary action. The TIP shall be developed in consultation with the teacher (Appendix D). The Association president shall be informed of the District's intent to provide a TIP to a teacher within ten (10) days of the teacher's "Ineffective" or "Developing" rating. Whenever a teacher is placed on a TIP, and with agreement of the teacher, the Association President shall be provided a copy of the TIP.

The TIP must include, without being limited to:

- \*Identification of the needed area of improvement;
- \*Action steps needed to demonstrate improvement;
- \*A timeline for achieving improvement;
- \*How improvement will be assessed.

A TIP may be modified through mutual agreement of the parties, or it may be discontinued if the rating of "Ineffective" or "Developing" changes to "Effective" or "Highly Effective" following an observation.

For a tenured teacher, the timeline for improvement shall be set at one school year, or for a shorter period of time if mutually agreed upon by the parties. For non-tenured teachers, the timeline for achieving improvement shall be set by the District.

In the event that an administrator recommends coursework as part of a TIP, any tuition costs or registration fees shall be borne by the District in their entirety. No disciplinary action predicated upon ineffective performance shall be taken by the District against a teacher until a TIP has been fully implemented and its effectiveness in improving a teacher's performance has been evaluated. However, nothing herein shall prevent the District from introducing into evidence an evaluation or a TIP in subsequent disciplinary action.

## V. APPEAL PROCEDURE

The District agrees that it will not bring disciplinary charges under 3020-a of the Education Law based on pedagogical incompetence for any performance issues during the 2012-2013 school year.

A. A teacher may appeal a composite score of "Ineffective" or "Developing." The basis for an appeal shall be limited to the following:

1. the substance of the APPR;
2. the District's adherence to the standards and methodologies required for such reviews;
3. the District's adherence to the regulations and compliance with any locally negotiated procedures, as well as the District's issuance and/or implementation of the terms of the Teacher Improvement Plan (TIP).

B. The District's adherence to any locally negotiated procedures shall be appealed through the grievance procedure of the collective bargaining agreement between the parties. The Arbitrator in this appeal shall have the authority to void any evaluation if a procedural defect is found to be a breach of the locally negotiated procedures.

C. A teacher may not file multiple appeals regarding the same performance review or TIP. All grounds for appeal must be raised within one appeal. Any grounds not raised at the time of appeal shall be deemed waived.

D. Appeals pursuant to Section A shall be processed as follows:

1. Subject to the provisions set forth in A above, an appeal alleging a substantive disagreement with the conclusion of any summative rating drawn by the evaluator may challenge both the cumulative score of the evaluation, as well as the scores of the subcomponents which make up that rating.

a) an appeal of a composite score rating on an evaluation that was performed by an evaluator must be submitted within fifteen (15) school days of receipt of the evaluation to the Superintendent or Superintendent's designee.

b) if a teacher is challenging the issuance of a TIP, appeals must be filed within fifteen (15) school days of issuance of such a plan. The failure to file an appeal within these timeframes shall be deemed a waiver of the right to appeal and the appeal shall be deemed abandoned.

When filing an appeal, the teacher must submit a detailed written description of the specific areas of disagreement over his/her performance review, or the issuance and/or implementation of the terms of his/her TIP, and any additional documents relevant to the appeal. The performance review and/or TIP being challenged must be submitted with the appeal. Any information not submitted at the time the appeal is filed shall not be considered. All grounds for appeal must be raised with specificity within one appeal. Any grounds not raised at the time the appeal is filed shall be deemed waived.

A written decision shall be rendered by the Superintendent or Superintendent's designee no later than thirty (30) days from the date upon which the teacher filed his/her appeal. An appeal may not be decided by the same individual who was responsible for making the final rating decision. In such case, the Board of Education shall appoint another person to decide the appeal. The appeal shall be based solely on a written record comprised of the teacher's appeal papers and any documentary evidence accompanying the appeal, as well as the District's response, if any, to the appeal and additional documentary evidence submitted with such papers.

Such decision shall be final except as provided in the paragraph below:

The decision shall set forth the reasons and factual basis for each determination on each of the specific issues raised in the teacher's appeal. If the appeal is sustained, the Superintendent may set aside a rating, modify a rating, or order a new evaluation. A copy of the decision shall be provided to the teacher and the evaluator of the person responsible for either issuing or implementing the terms of a TIP, if that person is different.

In the event a teacher receives and unsuccessfully appeals two consecutive "Ineffective" and/or "Developing" ratings, he/she may appeal the Superintendent's determination on the second consecutive rating within fifteen (15) days of receiving the decision. The appeal shall be conducted by an arbitrator in accordance with the procedures outlined in Article XII, Section 2, Stage IV, of the teacher's collective bargaining agreement.

This appeal procedure shall constitute the exclusive means for initiating, reviewing, and resolving any and all challenges and appeals related to a teacher's performance review and/or TIP. A teacher may not resort to any other contractual grievance procedures for the resolution of challenges and appeals related to a professional performance review and/or TIP, except as authorized by law.

The cost for the services of an arbitrator shall be borne equally by the District and the Association. Any additional costs shall be borne by the party incurring them.






**ARTICLE XVI - LEGISLATIVE ACTION**

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 THEREFOR; SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


IN WITNESS WHEREOF, the parties have caused this instrument to be executed in the manner following:

DATED: 7<sup>th</sup> day of August, 2020

For:  
NORTHEAST CENTRAL SCHOOL  
DISTRICT

BY:   
PRESIDENT  
BOARD OF EDUCATION

For:  
WEBUTUCK TEACHERS' ASSOCIATION

BY:   
ASSOCIATION PRESIDENT