



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

Contract Database Metadata Elements

Title: **Rhinebeck Central School District and Rhinebeck Teachers Association, New York State United of Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2011)**

Employer Name: **Rhinebeck Central School District**

Union: **Rhinebeck Teachers Association, New York State United of Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

Local:

Effective Date: **07/01/2011**

Expiration Date: **06/30/2014**

PERB ID Number: **6038**

Unit Size:

Number of Pages: **42**

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/>

AGREEMENT BY AND BETWEEN

**THE CHIEF EXECUTIVE OFFICER
RHINEBECK CENTRAL SCHOOL DISTRICT**

AND

THE RHINEBECK TEACHERS ASSOCIATION

Affiliated with
New York State United Teachers
American Federation of Teachers AFL/CIO

JULY 1, 2011 - JUNE 30, 2014

TABLE OF CONTENTS

DEFINITIONS	2-5
ARTICLE I – RECOGNITION	5
ARTICLE II – RIGHTS AND RESPONSIBILITIES	5-7
ARTICLE III – TEACHER EVALUATION	7-10
ARTICLE IV – PERSONNEL FILES	10
ARTICLE V – PAYROLL DEDUCTION	10-11
ARTICLE VI – TEACHERS HOURS, ASSIGNMENTS AND WORKING CONDITIONS	11-15
ARTICLE VII – WORK YEAR	15
ARTICLE VIII – VACANCIES AND TRANSFERS	15
ARTICLE IX – BUDGETARY ITEMS	15
ARTICLE X – MEETINGS AND CONFERENCES	15-16
ARTICLE XI – DEPARTMENT CHAIRS, TEAM LEADERS, AND ELEMENTARY GRADE LEVEL CHAIRS	16
ARTICLE XII – SALARY SCHEDULES AND ECONOMIC CONSIDERATIONS	16
ARTICLE XIII – LEAVES	16-19
ARTICLE XIV – HEALTH INSURANCE	19-22
ARTICLE XV – GRIEVANCE PROCEDURE	22-23
ARTICLE XVI – TERM, AMENDMENT, MODIFICATION AND TERMINATION	23
ARTICLE XVII – LEGISLATIVE ACTION	24
SALARY SCHEDULES A – C	26-28
SCHEDULE D – STEP ADVANCEMENT	29
SCHEDULE E – EXTRA DUTIES	29-37
SCHEDULE F – DEPARTMENT CHAIRPERSONS IN ENGLISH, MATH, SOCIAL STUDIES AND SCIENCE	37-40
SCHEDULE G – CLUSTER DEPARTMENT CHAIRPERSON	40-41
INDEX	42-43

AGREEMENT, made the 19th day of October 2012, by and between

SUPERINTENDENT

RHINEBECK CENTRAL SCHOOL DISTRICT

AND

RHINEBECK TEACHERS ASSOCIATION

DEFINITIONS: As used herein, the term:

District - shall mean the Rhinebeck Central School District.

Board - shall mean the Board of Education of the District. The Board has in all respects the superintendence, management and control of educational affairs of the District. The role of the Board is to:

1. Formulate policy, delegating the administration of the schools and holding accountable those to whom they delegate responsibility.
2. Provide the resources necessary to allow all pupils to achieve State goals and desired learning outcomes.
3. Develop opportunities for everyone - staff, students, parents and community organization - to participate in the educational enterprise meaningfully and purposefully.
4. Lead using their personal knowledge of the needs of students and the community to determine what schools should and should not attempt to do, taking into account the information gained through community participation in school and District planning.
5. Be proactive in hiring a Superintendent, defining the Superintendent's job and evaluating the Superintendent's performance.
6. Appraise their own performance periodically.

Superintendent and/or Chief School Administrator – shall mean the Chief Executive Officer of the District. The role of the Superintendent is to:

1. Establish, with the Board, faculty, parents and students, a positive climate in which attention and energies can be focused on education and the needs of children.

2. Provide an assessment of the District's needs, both in educational and general terms, for the Board, school personnel and the public.
3. Establish the means by which the school and community, in general, can be involved in developing and sharing a vision and goals for the District.
4. Provide a process by which these goals or priorities can be affirmed and the means to attain them established.
5. Work to ensure that expectations are accompanied by the resources needed to achieve them.
6. Assure that outcomes assessments are conducted periodically.
7. Provide sustained support for the attainment of educational goals and for the efforts of staff.
8. Provide leadership in support of the District's goals.

Principal - shall mean the building administrator and supervisor. The Principal's role is to:

1. Establish high expectations for staff and student performance.
2. Remain abreast of research in education and to attain an extensive knowledge of instruction.
3. Be actively involved in all aspects of school life.
4. Maintain a clean, safe, orderly and supportive learning environment in which students can be successful.
5. Work well with the school's staff, students, parents and the community.
6. Engage teachers, staff and parents in making decisions about the educational program, including curriculum and materials, instructional methods, student grouping and scheduling, budgeting, staffing, health and safety.
7. Establish and maintain ongoing cooperation and collaboration between the home and the school.
8. Take the initiative in establishing a consensus on the mission, goals and beliefs that direct the school's educational program, and to model and articulate them to the school community.
9. Coordinate activity with other community groups, such as college faculty and contacts in business, government, social service and other agencies, community organizations and cultural institutions, for purposes of collaborative educational endeavor.

10. Provide opportunities for risk taking in the pursuit of excellence.
11. Establish a system of rewards and recognition among teachers, staff, students and parents.
12. Monitor and evaluate the school's total program and engage the staff in making appropriate changes toward improving student achievement.

Association - shall mean the Rhinebeck Teachers Association.

Teachers - shall mean certified personnel, excluding the Superintendent, Business Administrator, Building Principals, Assistant Principals, Director of Special Programs, and Director of Curriculum and Instruction. The role of the Teacher is to:

1. Participate in making decisions about the educational program in the classroom and the school, including curriculum and materials, methods of instruction, student grouping and scheduling, budgeting and staffing.
2. Remain competent and current in the subject(s) they teach and in instructional methods and strategies.
3. Expect all students to master the desired learning outcomes, focusing on achievement, rather than on students' perceived ability.
4. Vary the materials, methods and pace of instruction to ensure that students master the desired learning outcomes.
5. Create a supportive learning climate in which all students can be successful, including minority students and those from diverse cultures, students of both sexes, students from homes where English is not spoken, students with disabilities and gifted and talented students.
6. Maintain good communication with parents concerning their child's progress.
7. Establish connections with other community groups, such as college faculty and contacts in business, government, social service and other agencies, community organizations and cultural institutions, for purposes of collaborative educational endeavor.
8. Model for children reasoned approaches to problem solving, the creation of an orderly work environment and courteous, respectful treatment of others.

ARTICLE I - RECOGNITION

- A. The Superintendent recognizes the Association as the exclusive representative of all certified personnel, excluding the Chief School Officer, Business Administrator, Building Principals, Assistant Principals, Director of Special Programs, and Director of Curriculum and Instruction in matters of wages, hours, working conditions and grievances, such recognition to continue for the maximum period allowed by present law from the date hereof.
- B. It is recognized that teachers have the right to join or not to join the Association, and that membership shall not be a prerequisite for employment or continuation of employment of any employee.
- C. The legal right inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this Agreement.
- D. The Superintendent and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Rhinebeck Central School District.

ARTICLE II - RIGHTS AND RESPONSIBILITIES

- A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by regulation and laws of the Commissioner of Education, the New York State Legislature and the United States.
- B. The Superintendent, through his administrative function, will foster the dedication expected of the teachers by recognizing the right of teachers to academic freedom and the right to exercise professional judgment in the manner of presenting educational materials to a class. The Superintendent is responsible for planning constructively to provide the best possible teacher facilities attainable within the limits of prudent expenditures and to assist teachers in the advancement of their skills and techniques by providing meaningful program. The Superintendent will continually review and analyze the needs of the school district so that all committees, programs and projects will relate directly to the maintenance of a high quality educational program by seeking improvement in teaching methods, tools, techniques, and professional standards of excellence by seeking improved efficiency and economy of operation, and by consideration of ways and means to achieve student improvement, greater student achievement, and high level employee morale. In his analysis of the School District, the Superintendent will both encourage and consider the utilization of the views of the teachers in his recommendation of District Policy to the Board.

- C. The Superintendent recognizes the right of teachers to teach unencumbered by non-professional tasks and will strive to eliminate such tasks from teaching assignments.
- D. The Superintendent agrees that neither he nor any one or more persons employed by the District will directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by law. The Superintendent will not discriminate against any teacher because of his membership in the Association, or collective negotiations with the Superintendent, or his institution of any grievance, complaint, or proceeding under this Agreement.
- E. Consistent with the code of ethics of the education profession, teachers shall be entitled to full rights of citizenship, and the exercise thereof shall not be grounds for any discipline or discrimination against a teacher.
- F. The parties agree that there shall be no discrimination against any employee, applicant for employment, by reason of race, creed, color, marital status, sex or national origin, and that the provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory.
- G. Disciplinary interviews and reprimands which will form part of the teacher's personnel file will be conducted in private. An affected teacher and the Association President will be given twenty-four hours' notice of such interview. The affected teacher will have the right in all such instances to request the presence of an Association representative at said interview. Such interview shall be scheduled at a time to accommodate the affected teacher and Association representative. In the event of unjust charges or treatment in the opinion of the teacher, the teacher will have recourse to the formal grievance procedure.
- H. The Superintendent agrees that his rules and regulations governing employee conduct will be reasonable, and that enforcement of discipline will be fair and for just cause.
- I.
 1. In the event that the District commences Section 3020-a proceedings against a bargaining unit member, within fourteen (14) calendar days following the finding of probable cause by the Board of Education, the teacher must elect between defending the Section 3020-a charge, or in the alternative, requiring the district to proceed to a just cause arbitration of the disciplinary matter before Jeffrey Selchick, Esq. or another mutually agreeable person. For the 3020-a Panel, the arbitrator shall be selected on the basis of availability and to the extent practicable, on a rotating basis.
 2. For the purposes of making the election under this provision, either the notice of demand for a Section 3020-a hearing shall be served within the prescribed period of time or the notice to require a just cause arbitration in the alternative.

3. Once the teacher selects the forum in which charges will be defended, he/she will forever be precluded from pursuing the alternate forum.
- J. Certified administrators and supervisors will be provided to evaluate teachers fairly and objectively and who will, in the performance of their duties, implement and be guided by the foregoing rights and responsibilities.
- K. The Board agenda for open meetings shall be sent to the RTA President when issued to the Board.
- L. There shall be 225 copies of the Collective Bargaining Agreement printed. The parties shall split the production cost. One hundred seventy-five (1) copies shall be issued to the Association.
- M. The Union president shall be relieved of all daily supervisory duties and shall have his/her schedule accommodated to the extent practicable. The principal delegate or other designee of the Rhinebeck Teachers Association, upon the approval of the Superintendent, shall be allowed to attend a meeting or conference of their professional association, with pay, in order to discharge their obligations to the Rhinebeck Teachers Association.

ARTICLE III - TEACHER EVALUATION

A. Evaluation Plan*

The District and the Association have cooperatively developed and implemented a plan for evaluation, the Annual Professional Performance Review (APPR) plan, which supports the continuous improvement of instruction and the professional development of teachers. When requested by either party, the APPR plan shall be evaluated by the District and the Association with changes to be agreed upon by both parties. Notwithstanding the above, the District, following consultation with the Association, may change the Performance Criteria in the APPR prior to the start of the instructional year provided such changes to the APPR are not arbitrary and capricious.

**This provision shall apply only to those unit members who are not subject to evaluation pursuant to Section 3012-c and Part 30-2 of the Regents' Rules.*

B. Objective of Evaluation

1. The primary objective of teacher evaluation is for improvement of instruction.

2. To meet this objective teachers shall be entitled to fair and objective evaluations.

C. Rights

The evaluation procedure implemented by the District shall entitle each teacher to the following rights:

1. To know what is expected of them.
2. To know how they are doing with those expectations.
3. To be provided with constructive suggestions on ways they can better meet the expectations.
4. To receive ongoing assistance to teachers experiencing difficulty in meeting the expectations.
5. To be informed of the consequences if they do not satisfactorily overcome the difficulties.
6. To be provided with time to correct problems which they may be having in meeting the expectations.
7. To have all evaluations done by certified administrators. Such evaluations will be conducted openly and with the full knowledge of the teacher. The unit members shall have the right to respond in writing to written evaluations within two (2) weeks of receipt. The response, if any, shall be placed in the unit member's personnel file.
8. The first evaluation during the initial year of probationary employment shall be upon at least 24 hours prior notice.
9. Non-tenured teachers shall be notified, in writing, of a Superintendent's negative tenure recommendation no later than May 1st for each teacher appointed to probation in September. In all other cases, such notice shall be given at least 60 days prior to the end of the probationary period.

D. Peer Assistance

1. Principal Requested Peer Assistance is defined as the assistance given by an RTA unit member to another RTA unit member for the mastery of content or teaching technique at the request of an administrator. It is viewed in the context of one of many options from which members of a professional staff may choose to improve their

teaching.

2. Any RTA unit member who assists another RTA unit member shall not testify as a witness in any hearing or be requested to submit any derogatory written comment regarding observations made in the course of performing services as a peer assistant, to the extent that this agreement is deemed lawful.
3. The District retains the right to propose the use of peer coaches from outside of the bargaining unit in the event that a coach from within the bargaining unit is not agreeable.
4. The purpose of Principal Requested Peer Assistance is the improvement of instruction. It should be approached as a voluntary commitment by the teacher in question, not as a statement of deficiency. The program should be carried out by exercising the utmost in confidentiality and discretion.
5. The teacher coach must agree that his or her assistance could prove to be successful in carrying out that which it is intended to achieve. The teacher coach and the administrator are to work out a plan for the coaching effort which identifies the area(s) of concern, the plan of action to deal with those concerns and which describes the principal's desired teaching outcomes. It may be appropriate for the teacher, coach and principal to jointly confer. The coach will keep the principal apprised of plan progress. At the conclusion of the coaching effort, the coach is to notify the administrator that the coaching effort has been completed.
6. It is expected that this coaching will take place, in general, during the school day. Appropriate arrangements will be made for the released-time of the coach. The coaching plan may require the participants to extend their time of attendance at school past the students' departure time for a proper conference. Coaching may take the form of short-term durations of up to four (4) weeks, and longer terms of duration of up to two (2) months.

E. Mentoring

Each teacher new to the Rhinebeck Central School District, if employed more than .5 F.T.E., shall receive a mentor during the teacher's first ten months of employment as outlined in the District's Mentoring Program. Each mentor shall be a tenured teacher who will assist the new teacher in acclimating to the school system and who will provide an awareness of the school procedures and faculty responsibilities. A joint Administrative and Teacher Committee shall advise the Superintendent regarding the implementation of mentoring. If possible, the District will schedule common planning time for mentor and new teacher for the duration of the mentoring experience.

F. Remuneration

1. The District and the Association desire to recognize the professional commitment that the peer assistant coach is making in proffering assistance to another staff member. The parties recognize that preparation for coaching may take place in and out of school, on weekends, etc.

2. The parties agree that the compensation for service as a peer coach shall be as follows:

	<u>2011/12</u>	<u>2012/13</u>	<u>2013/14</u>
i. Short-term (<i>up to one month</i>)	\$624	\$624	\$624
ii. Regular term (<i>1-2 months</i>)	\$1,245	\$1,245	\$1,245
iii. New Teacher Mentor (<i>10 months</i>)	\$2,490	\$2,490	\$2,490

For durations beyond two months, the short-term and regular term can be pro-rated.

ARTICLE IV - PERSONNEL FILES

Each teacher shall have the right, upon request, to review the contents of his own confidential personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Written materials considered by the District to be derogatory shall be furnished to the teacher prior to being placed within the teacher's personnel file. Within ten (10) school days of presentation of the final draft of the derogatory material, the teacher must sign the same. Such signature shall not be construed to indicate agreement with the contents thereof. After the ten (10) school day period, the material shall be placed in the teacher's personnel file. The teacher shall have the right to respond in writing to such derogatory material and to have the written response attached thereto and placed within the personnel file within thirty (30) calendar days of the placement of the material in the teacher's personnel file.

ARTICLE V - PAYROLL DEDUCTION

A. The District agrees to deduct from the pay of all unit members a service fee, as certified by the Association to the Superintendent, and to transmit such monies to the Association. The District shall be given at least thirty (30) days' notice of the effective date of any such fees or changes in fees.

B. At the unit member's written direction, the District shall make payroll deductions for up to two (2) Association designated credit unions, the United Way, the RTA Welfare Trust, Vote/Cope and tax sheltered annuities; provided, however, that no unit member may enter into more than one annuity contract per calendar year or change the amount of the deduction more than one time per calendar year.

ARTICLE VI - TEACHERS, HOURS, ASSIGNMENTS AND WORKING CONDITIONS

- A. While all teachers are required to be in school for a minimum of seven (7) hours per day, teaching is a profession whose demands may sometimes, upon reasonable notice, require additional time to meet with students, parents, teachers or administrators. It is expected that teachers will spend such additional time as is required to discharge their professional duties.
- B. **Assignments - Grades 6 through 12** - The following applies to a nine (9) period day:
1. The regular teaching assignments for middle school and high school teachers (grades 6 through 12) shall be no more than five (5) periods per day up to a maximum of twenty-five (25) periods per week.
 2. Teachers and Teaching assistants may be given additional assignments as defined below:
 - a. Teachers not assigned to a team may be given an additional assignment of an average of five (5) periods per week, but not more than one (1) period per day, of supervision consisting of study hall, lunch duty, hall duty or student-initiated drop-in help.
 - b. Teachers assigned to a team may be given an additional assignment of no more than an average of two and a half (2.5) periods per week, but not more than one (1) period per day consisting of study hall, lunch duty, or hall duty.
 - c. Teaching assistants may be given an additional assignment of an average of five (5) per week, but not more than one (1) period per day, consisting of study hall, lunch duty, hall duty, or an additional teaching assignment.
 3. Teachers assigned to a team will be available an average of two and a half (2.5) periods per week but no more than one (1) per day for team meetings during a common scheduled prep time.
 4. Teachers who have ten (10) or more duty-free preparation periods per week will be available for three (3) periods every two (2) weeks, but not more than two (2) periods in any one week, for teacher-to-teacher instructional related conferences, team meetings, including CDEP and Vertical Team meetings, CSE/504 meetings, or other parent meetings.

5. Science teachers who are assigned to classes that meet more than five (5) times per week may be assigned in excess of twenty-five (25) classes but less than thirty (30) classes each week in order to accommodate such scheduling; provided, however, that such teachers shall be relieved from the additional assignments, supervisions and team planning referenced above.
6. There will be times when the administration will desire to schedule a teaching assignment of thirty (30) academic periods per week. The teacher will be approached and offered such an assignment. If the teacher does not want this assignment, the Association should be informed, whereupon the administration will turn to other alternatives. Any teacher who voluntarily accepts a sixth assignment, if offered, shall not be scheduled for extra assignments, supervisions and team planning referenced above.
7. Each teacher will be provided a duty-free lunch period during the time periods scheduled for student lunches, which shall be a regular period in length.
8. Any periods not enumerated above shall be considered duty-free preparation time. There will be a minimum of one preparation period per day.
9. The parties acknowledge that the advisory program implemented during the 1990-91 school year may substitute an advisory for homeroom and an advisory period each week in lieu of a study hall period. When assigned to an advisory period, the teacher shall be relieved from one additional period per week of study hall and be granted an additional preparation period per week.

C. Traveling Teachers

The parties acknowledge the need for flexibility in the schedules of teachers assigned to travel between buildings. However, such teachers shall work the same length work day as those teachers assigned to a single building and shall have a lunch period equal in length to that of teachers in the building where they eat lunch and preparation time equal to that afforded to teachers in the building in which the traveling teacher spends the majority of his/her work day.

D. Elementary

1. Teachers will be provided with unassigned weekly preparation time of not less than 250 minutes weekly. This preparation time will include a minimum of one (1) forty (40) minute block per day for teachers assigned to full-day instructional programs. Such teachers will receive a minimum forty (40) minute duty-free lunch period each day.

2. Time will be provided for elementary teachers at the beginning and end of the school year to assure adequate planning for instructional programs and an orderly closing of school.
 3. With the exception of the beginning and closing of a period, a classroom teacher will not be required to remain in the classroom with a special teacher of art, music, library or physical education.
- E. Teacher assignments will be made in terms of the teachers' professional or educational certification. Classroom teachers will be notified of their next year's assignment no later than June 1. Tentative assignments will be available by May 1. Subsequent changes will be made only because of unforeseen circumstances (e.g.: Budget defeat) and a consultation will be held between the teacher, if available, and the administrator charged with making the assignment.
- F. In the event that the District abolishes any unit positions, the Association shall be informed of the basis for the reduction at least sixty (60) days before Board action. Upon such notice, the Association shall have the right to present alternatives and to receive a response to the same from the District. Laid-off teachers will be given preferential consideration for per diem substitute work according to their area(s) of certification.

G. Class Size – Elementary

Projected class size based on State formula for K-6 shall not exceed 28 pupils. If during the school year, class size exceeds 30, additional staff will be recommended by the Superintendent.

H. Class Coverage Rate

Teachers who are assigned to cover the classes of absent teachers shall be paid at a pro-rated hourly rate (1/7th of 1/200th) based upon MA+30, Step 1 of that year's salary schedule.

- I. Existing duplicating equipment, instructional aids, audiovisual, and instructional materials and such equipment and materials hereafter acquired, will be made available when needed. No teacher will be placed in a position of having to supply his own approved instructional materials.
- J. Teachers who refer students to the principal's office for disciplinary action will be informed as to the disposition of the case by means of a standardized form, at least one copy of which will be kept on file by the principal. In cases where the student is excluded, the teacher will furnish the reasons therefore and, as promptly as possible, full particulars of the matter. The

affected pupil will be readmitted to the classroom only upon the written authorization of the administrator handling the disciplinary matter.

K. Staff Participation

It is recognized that the total professional staff has an interest in all policies relative to the educational program and professional matters of the District. To permit the participation of the total professional staff, each building shall establish a building council to cooperate with and advise the building principal in the establishment of building level policies. Membership in the building council shall consist of building administrator(s) and union appointed building representatives.

L. Teacher Participation in District-Wide and Building Level Committee Work

The Superintendent and the Association recognize the importance of teacher participation in school improvement committees. After discussion between the Superintendent and the Association, the Association shall furnish the necessary number of teachers for such committees. Participation in such committees shall not result in compensation beyond that defined elsewhere in this Agreement.

M. Community Volunteers

The District and the Association encourage volunteers to enhance the educational enterprise by providing services which do not constitute bargaining unit work exclusively reserved to unit members. Volunteers may participate in classroom activities with the consent of the teacher.

ARTICLE VII - WORK YEAR

The obliged work year shall be one hundred eighty-four (184) days each school year, which shall commence no sooner than the first day after Labor Day and end no later than the Friday following the end of Regents examinations.

ARTICLE VIII - VACANCIES AND TRANSFERS

All vacancies in existing professional positions within the bargaining unit, as well as administrative positions, shall be adequately publicized in writing. All certified teachers of the Rhinebeck Central Schools shall be given adequate opportunity to submit applications, with qualified certified candidates to be interviewed for such positions. No vacancies shall be permanently filled until seven calendar days after such publication.

Teachers who prior to the summer recess express an interest in vacancies in particular

positions shall be given notice of such vacancies which occur during the Summer months. All teachers shall receive notice of new professional positions created during the Summer months. A member may opt to receive this notice via email. This provision shall apply to full-time positions only.

ARTICLE IX - BUDGETARY ITEMS

All budgetary requests fully justified by the teacher and accepted by the building principal or program director as beneficial to the educational program shall be included in the proposed budget to the Superintendent. No such item will be subsequently cut from the proposed budget without the building principal or program director notifying the affected teacher or program provider of the cut, who will be allowed to offer alternatives to the cut. The Superintendent has the final determination of those items that are to be submitted to the Board of Education as the final budget.

ARTICLE X - MEETINGS AND CONFERENCES

- A. Each secondary department and each elementary grade level may be authorized to have one or more teachers attend and will be reimbursed for at least one educational conference per year.
- B. Each teacher may be authorized to spend at least one day per year observing educational practices in another school provided the visitation has a direct relationship to the teacher's academic area.

ARTICLE XI - DEPARTMENT CHAIRS, TEAM LEADERS, AND ELEMENTARY GRADE LEVEL CHAIRS

The Superintendent and the Rhinebeck Teachers Association recognize the importance of the positions of High School Department Chair, Middle School Team Leader, and Elementary Grade Level Chairs. The Superintendent will make every effort to fill the position of High School Department Chair in the academic departments including but not limited to English, Mathematics, Social Studies and Science. Each High School Department Chair and Middle School Team Leader shall be assigned no more than twenty-five (25) teaching periods per week. Individuals appointed to these positions will not be scheduled for the extra assignments and supervisions referenced in Article VI. The teaching time of such individuals will be reduced by one day per month, as determined by the individual. Upon the recommendation of the Superintendent, High School Department Chairs and Middle School Team Leaders will be appointed yearly by the Board of Education.

ARTICLE XII - SALARY SCHEDULES AND ECONOMIC CONSIDERATIONS

Salary schedules and matters of economic consideration will be as set forth on Schedules A, B and C, hereto annexed on pages 26-28, and by this reference incorporated herein. Upon ratification of this memorandum of agreement, each unit member on payroll on the date of ratification shall be entitled to a non-recurring, off-schedule salary payment in the amount of \$400, to be paid within thirty (30) days of ratification.

ARTICLE XIII - LEAVES

A. Sick Leave

1. Each teacher shall be entitled to fifteen (15) days sick leave with pay for personal illness each year beginning the opening day of school, five (5) of which may be used annually for illness in the teacher's immediate family, as defined in paragraph "2", below. The unused portion of sick leave shall be accumulated for possible future use for the same purpose.
2. If required to absent himself or herself due to illness of a member of the immediate family (spouse, domestic partner, or child, mother, father, mother-in-law, and father-in-law, grandparent(s) where the teacher is the responsible next of kin), each teacher shall be entitled to five (5) days leave annually with pay. Should these days be exhausted before the end of the school year, an additional three (3) days may be taken by the teachers should they be required. Such additional days will be chargeable to the teacher's accumulated sick leave. Additional time may be granted by the Superintendent in emergency situations. Such additional time shall be charged to the teacher's accumulated sick leave.
3. A teacher absent for five (5) or more days of illness may be required to present a doctor's certificate.
4. A sick leave bank shall be established upon the contribution of one day sick leave contributed by the participating teacher. Teachers electing to participate in such a bank shall submit to the district a waiver of one day accumulated sick leave. Only those teachers who elect to participate in the sick leave bank shall be eligible to receive time from the bank.

The bank shall be administered by the Rhinebeck Teachers Association in accordance with the Sick Bank Policy which has been formulated by the Association and

the Superintendent. The policy must be adhered to by the Rhinebeck Teachers Association in administering such a bank. Withdrawals from the sick leave bank shall be limited to teachers who are involved in extended illness or accidents and who have exhausted their sick leave time.

The bank shall be renewable once all days contributed have been used. The renewal shall be subject to the terms set by the Sick Bank Policy.

5. Workers' Compensation

Whenever a teacher shall be absent as a result of injury or disability arising out of and in the course of duty for which the teacher is entitled to a salary payment under Workers' Compensation Insurance, the teacher shall be paid his/her regular salary so long as the teacher has unused sick leave days. At the teacher's option, the District shall be entitled to receive Workers' Compensation advance salary reimbursement payments whereupon sick leave days shall be reinstated on a pro-rated basis by using the relationship between the value of the per diem reimbursement and the cost of a day's sick leave. Following the exhaustion of personal sick leave days, the unit member shall be entitled to receive directly from Workers' Compensation any salary payments due him/her, unless he/she receives payments from the sick bank. In such cases, the District shall receive the Workers' Compensation advanced salary reimbursement and the sick leave days shall be restored to the sick bank.

6. Bereavement Leave

Each teacher shall be allowed three (3) days for death in the family. An additional bereavement leave of up to three (3) days may be taken by the teacher should the additional days be required. Said days will be chargeable to the teacher's accumulated sick leave. Additional time may be granted by the Superintendent in emergency situations. Such additional time shall be charged to the teacher's accumulated sick leave.

7. Personal Leave

Each teacher shall be entitled to three (3) days personal leave each year beginning the opening day of school. The unused portion of personal leave shall be transferred to sick leave accumulation.

Personal leave is to be taken solely to permit the handling of pressing personal business which cannot be deferred. No personal leave will be taken or granted within one day before or one day after a vacation, except in an emergency with approval of the Superintendent.

8. Child Care Leave

A child care leave without pay shall be granted for a period of up to two (2) consecutive school years. Application for child care leave shall be made to the Superintendent and may be made for one or two years. In the event that one year is decided upon, a second year may be granted providing application is made prior to March 1st of the first year of leave.

9. Jury Duty

A teacher selected for jury duty or subpoenaed for any court appearance during the regular school year will be compensated by the District in pay equal to the difference between his daily pay and the amount received for jury duty.

10. Leaves of Absence

A one year leave of absence without pay or increment may be granted at the discretion of the Superintendent. Application for a leave of absence must be made in writing by April 1st of the year prior to the leave. The teacher on leave shall be required to confirm his or her intention to return for the following school year in writing to the Superintendent on or before April 1st of the year of the leave. A decision either to recommend or deny a request for an unpaid leave of absence beyond one year in duration or for an extension of a one-year unpaid leave of absence will be at the discretion of the Superintendent.

11. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return

12. Summer Study Grants

Unit members with permanent certification or other permanent licensure standard from the New York State Education Department shall be eligible for summer study grants. Applicant eligibility shall be determined by the Board, with due consideration given to the applicants who have not previously received such grant. The coursework, which shall not include curriculum writing, shall be at the graduate level at an accredited university or through a program which the Superintendent finds to be equivalent, shall require approval by the Superintendent. The rate for compensation shall be the sum of tuition, required texts or materials, travel, lodging and meals, up to but not exceeding \$1,500.00 per three-credit course. Every effort shall be made to define the exact cost specifically for the items mentioned and not to exceed that cost. The annual expenditure

for the District under this Agreement shall be up to but not more than \$9,000.00. Monies not expended in one year shall be carried forward and made available to eligible unit members during the life of the present Agreement.

ARTICLE XIV - HEALTH INSURANCE

1. The District will contribute to the costs of the Dutchess Educational Health Insurance Cooperative Alternate PPO Plan for medical insurance covering employees, dependents, and retirees as follows:

a. The District shall pay the following monthly premium cost for Teacher coverage:

Year of Contract	Individual	Family
2011/12	89%	89%
2012/13 (<i>starting February 1, 2013</i>)	88%	88%
2013/14 (<i>starting February 1, 2014</i>)	87%	87%

b. The District shall pay the following monthly premium cost for Teaching Assistant coverage:

Year of Contract	Individual	Family
2011/12	90%	90%
2012/13 (<i>starting February 1, 2013</i>)	90%	90%
2013/14 (<i>starting February 1, 2014</i>)	89%	89%

c. The District will contribute the monthly premium cost for individual or family coverage for those who retire from the District effective July 1, 2007 or later based on the following number of years of service in the district:

- i. The District shall pay ninety percent (90%) of the monthly premium cost of either individual or family coverage for retirees with twenty (20) or more years of service.
- ii. The District shall pay eighty-five percent (85%) of the monthly premium for individual coverage or seventy percent (70%) for family coverage for retirees with ten (10) to nineteen (19) years of service.

- iii. The District shall pay eighty-five percent (85%) of the monthly premium for individual coverage or seventy percent (70%) for family coverage for retirees who have less than ten (10) years of service at retirement but who were employed in the District before July 1, 2007 and were eligible for health benefits.
- d. Bargaining unit members and retirees may participate in HMO's (MVP and GHI HMO, Inc.) as allowed by the particular plan; provided, however, that the District's funding obligation shall not exceed the dollar amounts paid on behalf of the participants as referenced in "1a" and "1b" above.
- e. Retirees shall be entitled to Medicare payment reimbursements upon the same basis as in past years.

2. Section 125 Flexible Benefit Plan

The District shall implement a §125 Internal Revenue Code Flexible Benefit Plan to include all health-related costs (e.g., deductibles, co-pays, prescriptions, etc.) at no cost to the School District, through a third party administrator, as selected by the District with prior input from the RTA.

- 3. The District will offer Domestic Partnership Health Insurance coverage subject to the requirements and procedures established by the Dutchess Health Insurance Consortium (DEHIC.)

4. Health Insurance Buy-Out

On or before June 1st of the preceding school year, unit members or those who retired from the District effective July 1, 2007 or later shall inform the Business Administrator of their decisions to opt out of the District's health insurance plan effective July 1st. In return for opting out, the unit member or retiree shall receive a payment of \$900.00, on or before October 15th, from the District.

To be entitled to the payment referenced above, the unit member or retiree must produce proof of health insurance coverage from another source at the time of application.

Newly-hired unit members shall be entitled to opt out within thirty (30) days of their date of appointment, whereupon they will receive a pro-rated amount of the buy-out payment.

Re-entry shall be governed by the rules of the Health Insurance Plan(s) provided for in this agreement. Re-entry shall be conditioned upon the unit member or retiree reapplying on a pro-rated basis one-twelfth of \$900.00 for each month remaining in that school year.

5. The Welfare Trust Fund that has been established for the benefit of the teachers employed by the District will receive contributions as follows per teacher:

2011/12	\$1,530
2012/13	\$1,555
2013/14	\$1,580

The uses of the fund are subject to the approval of the Superintendent. This plan may be used for medical assistance programs, life insurance, or any other programs agreed to by the Rhinebeck Teachers Association and the Superintendent. This fund will be administered by the Rhinebeck Teachers Association. The Board shall be furnished a copy of all audits and reports regarding the Welfare Trust Fund within one week of completion.

This plan may also be used by District employees for fitness and wellness programs including acupuncture, smoking cessation as recommended by a medical doctor, weight management as recommended by a medical doctor, orthotics, or other health related activities recommended by the Trustees and approved by the Superintendent; provided, however, that with respect to the "fitness and wellness" items as set forth above, there shall be a \$300.00 per capita per annum limit towards reimbursement for such benefits.

6. The District and the Association may mutually agree to purchase equivalent or superior insurance from another carrier such as Empire Plan Blue Cross of Albany. The RTA agrees that it shall not unreasonably withhold its consent regarding such change in carrier; provided, however, that any dispute regarding the withholding of such consent shall be subject to expedited arbitration pursuant to the voluntary rules of the American Arbitration Association Labor Arbitration Panel.

ARTICLE XV - GRIEVANCE PROCEDURE

1. The purpose of the procedure set forth hereinafter is to procure prompt, equitable solutions to those problems which, from time to time, may arise and which affect the application or interpretation of the terms and conditions of employment covered by this contract. The Superintendent and the Association desire that such procedure shall always be as

informal and confidential as may be appropriate for grievance at the procedural level involved. Teachers and appropriate administrators, in each instance, shall firstly attempt to resolve any and all issues which, if not resolved, would be the basis of a grievance.

LEVEL ONE: An aggrieved teacher, group of teachers, and/or the Association, shall present the grievance, in writing, to and shall confer with the Building Principal within twenty-five (25) days of the event giving rise thereto, or of the date the grievant first had or should have had knowledge thereof, or the same shall be deemed waived. The Building Principal shall issue a written decision within five (5) work days of the conference.

LEVEL TWO: If at the end of ten (10) days next following such presentation the grievant shall not have been disposed of, the grievant may, within ten (10) days after the time when the Level One written decision is due, file such grievance with the Superintendent, who, within ten (10) days thereafter, shall meet with the grievant in an effort to settle the grievance and render a decision thereon in writing within ten (10) days thereafter.

LEVEL THREE: If the grievant is not satisfied with the decision at Level Two, within ten (10) days thereafter the grievant may file an appeal, in writing, with the Superintendent, with copies simultaneously to the Association and the Board.

Not less than ten (10) nor more than fifteen (15) days after receipt of such appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session and within fifteen (15) days thereafter, the Board shall render its decision, in writing. At such hearing there shall be presented to the Board all prior decisions, recommendations and matters relating to the grievance.

LEVEL FOUR: If the Association is not satisfied with the decision at Level Three, the Association shall have ten (10) days to give written notice to the Superintendent of its election to present the grievance to arbitration; in such event, the Superintendent and the Association shall select the arbitrator from the following panel: Jeffrey Selchick, Carol Wittenberg, David Stein, or Janet Spencer.

2. The decision of the arbitrator shall be final and binding upon all parties. The cost of the services of the arbitrator including expenses, if any, will be borne equally by both parties.
3. For the purposes of this Article, the word "days" as used, shall refer to calendar days. Failure to timely comply with the requirements at any level hereof shall: (a) on the part of the grievant constitute an abandonment of the grievance, (b) on the part of the Association constitute a waiver of its right to submit the same to arbitration, (c) on the

part of any administrator, or the Superintendent in no way prejudice the grievant or Association at levels 1, 2 or 3; such delay shall either extend the time of the proceeding, day for day, or permit the grievant or Association to appeal the same to the next step as if a negative decision had been rendered.

4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants.
5. The grievance record at all stages shall be furnished to the Association.

ARTICLE XVI - TERM, AMENDMENT, MODIFICATION AND TERMINATION


1. The provisions of this contract shall be in force for a period of three (3) years between July 1, 2011 and June 30, 2014. The parties agree to exchange their negotiations proposals for the successor agreement, in writing, on or before April 1st of the year during which this Agreement will expire.
2. 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. 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 XVII - 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 hereto have caused this instrument to be executed in the manner following:

**CHIEF EXECUTIVE OFFICER
RHINEBECK CENTRAL SCHOOL
DISTRICT**



**JOSEPH PHELAN, SUPERINTENDENT
RHINEBECK CENTRAL SCHOOL
DISTRICT**

**RHINEBECK TEACHERS
ASSOCIATION**



**SUSAN M. VAN VLACK, PRESIDENT
RHINEBECK TEACHERS
ASSOCIATION**

SCHEDULE A

Salary Schedule 2011/12

<i>Step</i>	BA	BA +30	MA	MA +30
<i>1</i>	49,900	52,914	55,151	58,158
<i>2</i>	51,464	54,530	57,003	60,076
<i>3</i>	53,343	56,384	58,909	62,028
<i>4</i>	55,222	58,239	60,810	63,980
<i>5</i>	57,101	60,088	62,716	65,931
<i>6</i>	58,983	61,948	64,613	67,880
<i>7</i>	60,863	63,798	66,521	69,835
<i>8</i>	62,743	65,650	68,419	71,793
<i>9</i>	64,617	67,504	70,328	73,739
<i>10</i>	66,180	69,115	72,179	75,644
<i>11</i>	67,742	70,726	74,040	77,547
<i>12</i>	70,529	73,513	76,830	80,334
<i>13</i>	73,324	76,304	79,616	83,123
<i>14</i>	73,324	76,304	79,616	83,123
<i>15</i>	78,363	81,345	84,657	88,166
<i>16</i>	78,363	81,345	84,657	88,166
<i>17</i>	78,363	81,345	84,657	88,166
<i>18</i>	84,903	87,884	91,201	94,706
<i>19</i>	84,903	87,884	91,201	94,706
<i>20</i>	84,903	87,884	91,201	94,706
<i>21</i>	91,444	94,428	97,744	101,251
<i>22</i>	91,444	94,428	97,744	101,251
<i>23</i>	97,986	100,970	104,282	107,791
<i>24</i>	97,986	100,970	104,282	107,791
<i>25</i>	104,529	107,512	110,827	114,331

SCHEDULE B

Salary Schedule 2012/13

<i>Step</i>	BA	BA +30	MA	MA +30
<i>1</i>	50,649	53,708	55,978	59,030
<i>2</i>	52,236	55,348	57,858	60,977
<i>3</i>	54,143	57,230	59,793	62,958
<i>4</i>	56,050	59,113	61,722	64,940
<i>5</i>	57,958	60,989	63,657	66,920
<i>6</i>	59,868	62,877	65,582	68,898
<i>7</i>	61,776	64,755	67,519	70,883
<i>8</i>	63,684	66,635	69,445	72,870
<i>9</i>	65,586	68,517	71,383	74,845
<i>10</i>	67,173	70,152	73,262	76,779
<i>11</i>	68,758	71,787	75,151	78,710
<i>12</i>	71,587	74,616	77,982	81,539
<i>13</i>	74,424	77,449	80,810	84,370
<i>14</i>	74,424	77,449	80,810	84,370
<i>15</i>	79,538	82,565	85,927	89,488
<i>16</i>	79,538	82,565	85,927	89,488
<i>17</i>	79,538	82,565	85,927	89,488
<i>18</i>	86,177	89,202	92,569	96,127
<i>19</i>	86,177	89,202	92,569	96,127
<i>20</i>	86,177	89,202	92,569	96,127
<i>21</i>	92,816	95,844	99,210	102,770
<i>22</i>	92,816	95,844	99,210	102,770
<i>23</i>	99,456	102,485	105,846	109,408
<i>24</i>	99,456	102,485	105,846	109,408
<i>25</i>	106,097	109,125	112,489	116,046

SCHEDULE C

Salary Schedule 2013/14

<i>Step</i>	BA	BA +30	MA	MA +30
<i>1</i>	51,155	54,245	56,538	59,620
<i>2</i>	52,758	55,901	58,437	61,587
<i>3</i>	54,684	57,802	60,391	63,588
<i>4</i>	56,611	59,704	62,339	65,589
<i>5</i>	58,538	61,599	64,294	67,589
<i>6</i>	60,467	63,506	66,238	69,587
<i>7</i>	62,394	65,403	68,194	71,592
<i>8</i>	64,321	67,301	70,139	73,599
<i>9</i>	66,242	69,202	72,097	75,593
<i>10</i>	67,845	70,854	73,995	77,547
<i>11</i>	69,446	72,505	75,903	79,497
<i>12</i>	72,303	75,362	78,762	82,354
<i>13</i>	75,168	78,223	81,618	85,214
<i>14</i>	75,168	78,223	81,618	85,214
<i>15</i>	80,333	83,391	86,786	90,383
<i>16</i>	80,333	83,391	86,786	90,383
<i>17</i>	80,333	83,391	86,786	90,383
<i>18</i>	87,039	90,094	93,495	97,088
<i>19</i>	87,039	90,094	93,495	97,088
<i>20</i>	87,039	90,094	93,495	97,088
<i>21</i>	93,744	96,802	100,202	103,798
<i>22</i>	93,744	96,802	100,202	103,798
<i>23</i>	100,451	103,510	106,904	110,502
<i>24</i>	100,451	103,510	106,904	110,502
<i>25</i>	107,158	110,216	113,614	117,206

SCHEDULE D

2. The salary schedules for the 2011-2012 through 2013-2014 school years are annexed to the Agreement as Schedules "A" through "C".
3. During each year of this Agreement, unit members eligible to advance a step on the salary schedule or advance to a longevity step based upon credited years of service in the School District, shall be allowed to do so.

SCHEDULE E

1. The amount of \$78.00, effective July 1, 2011; \$78.00, effective July 1, 2012; and \$78.00 effective July 1, 2013 will be added to a teacher's salary for each hour of credit up to a maximum of sixty (60) credits earned beyond the Bachelor's Degree towards a Master's Degree in the area of certification in which the teacher was hired, as well as for up to a maximum of sixty (60) graduate credits earned after the Master's Degree has been awarded. Prospective employees, who the district will be making an offer of employment, will be provided with Schedule E and the current salary schedule of the collective bargaining agreement prior to the final determination of his/her starting salary. Graduate credits earned toward a Master's Degree in the area of certification in which the teacher was hired **could** be credited at the time of hire. In-service credits earned in the Rhinebeck School District after the Bachelor's Degree will be added to the teacher's salary at the same rate as graduate credits but will be a part of the 60 credit maximum after the Bachelor's Degree and the 60 credit maximum after the Master's Degree. When a teacher is placed on the Master's column of the salary schedule, he or she will continue to be paid, over and above that column for any in-service credits earned after the Bachelor's Degree while in the Rhinebeck School District. Approval of all credits must be granted in advance by the Superintendent. Nothing in this paragraph shall affect the continuation of the "BA + 30" column contained in the teachers' salary schedules of this Agreement (on pages 26 through 28).

In-Service coursework as previously approved by the Superintendent shall be compensated as follows: (a) one credit for each ten (10) class hours [cumulative] for time spent beyond the work day or work year, (b) no compensation for released-time coursework.

Upon the recommendation of the Superintendent, reimbursement of expenses in connection with in-service training may be given by the Board of Education upon prior approval.

2. Each teacher will be placed in the step of the salary schedule to which he or she is entitled because of years of service in the district and the number of years of experience credit awarded at the time of initial employment. Experience of less than one-half year will not be credited.
3. A teacher whose Master's Degree requires more than 30 hours at the time they receive their Master's, shall be reimbursed for the Master's level as well as for any additional hours required for their degree above 30 hours per the current agreed in-service rate per hour. If the Master's requires 60 hours at the time they receive their Master's they shall be reimbursed for Master's + 30 as per the salary schedule.

4. National Board Certification

- a. The number of applicants in the first-year cohort will be capped at five (5), to include one (1) candidate from each of the District's three (3) schools, with the remaining maximum of two (2) candidates from any of the schools, in order of most to least seniority. In subsequent year cohorts, the number of candidates will be capped at three (3) District-wide.
- b. A candidate for National Board Certification shall be responsible for making application to all known funding sources in order to defray the cost of the application fee and any other costs attributable to the certification process. The District shall assist the candidate in seeking such grant funding, where applicable, and, with the RTA, shall identify the known available funding sources to the candidate prior to the time that application is made to the National Board for Professional Teaching Standards.
- c. In the event that grant funding sources are inadequate to cover all of the application and participation costs of the certification process, the District shall reimburse the candidate up to the sum of fifty percent (50%) of the application cost upon successful completion and receipt of certification or recertification from the National Board for Professional Teaching Standards.
- d. Teachers who complete the process but do not achieve certification shall be responsible for any National Board Certification application fees that they might otherwise seek in future years.
- e. The District shall provide loaned material and equipment (e.g. video cameras, editing equipment and computers owned by the District.)

- f. Upon completion of certification by the National Board of Professional Teaching Standards, the candidate shall continue to work with students in the classroom and perform such other roles that the Board-Certified teacher and the District may choose to help improve the quality of classroom teaching. Such roles might include, but are not limited to, serving as mentor and/or providing assistance and sharing their expertise on Superintendent's Conference Days or through other professional development opportunities.
- g. In addition to any financial compensation from outside sources and/or New York State, and upon notification to the Superintendent of the candidate's National Board Certification, the teacher shall receive a \$3,000 stipend from the District during each year of the ten (10) year National Board for Professional Teaching Standards certification period, commencing during the semester after such certification is granted. Such stipend shall not become part of the teacher's base salary. No annual stipend will be paid after National Board Certification expires, until such time as the teacher has successfully completed the National Board re-certification process and provided notification of such re-certification to the Superintendent.

5. Sick Day Buy-Back

The District shall make a contribution in an amount equal to fifty dollars (\$50.00) times the number of accumulated sick leave days into the §403(b) IRC tax sheltered annuity account of any unit member who has accumulated sick leave days upon retirement from the District to receive benefits from the NYSTRS. The contribution will be non-elective, with no cash option available to the employee. Entitlement to this benefit is conditioned upon the teacher giving notice of retirement to the Business Office on or before March 15th of the year of retirement.

Entitlement to the benefit set forth in paragraph 1 of section 5 is conditioned upon the teacher giving notice of retirement to the Business Office no later than four (4) months prior to the effective date of retirement when the unit member chooses to retire on a date other than at the end of a school year.

- 6. Extra pay will be given to people in the school system who are in responsible positions. Such positions may include, but are not limited to the following:

POSITION	2011/12	2012/13	2013/14
Athletic Director	\$6,805	\$6,805	\$6,805
Athletic Trainer	\$27,955	\$27,955	\$27,955
Bulkeley Team Leader	\$4,531	\$4,531	\$4,531

Cluster Chairs	\$2,845	\$2,845	\$2,845
District Computer Coordinator	\$11,792	\$11,792	\$11,792
Elementary Grade Level Chairs	\$2,845	\$2,845	\$2,845
HS Department Chairs	\$4,531	\$4,531	\$4,531

7. The Athletic Director will be released from one teaching period per day and from supervisory duties. The position and responsibilities of the high school and middle school/elementary school computer coordinator shall be combined and the newly merged District Computer Coordinator shall be released from two teaching periods per day and from supervisory duties. Their teaching time will be reduced by two days per month, as determined by the individual.
8. Teachers who participate in the CLS Before-School Math Program or the BMS After-School Program at the request of the Superintendent will be paid at the pro-rated hourly rate (1/7th of 1/200th) of their salary.
9. Extra pay for all chaperone duties for authorized activities after the regular school day shall be paid at the following per-event rates for dances, athletic events and all other in-District activities up to three (3) hours in duration. After three (3) hours, payment will be made at the hourly rate listed below. Teachers will sign in and out and be paid according to time recorded.

Chaperone duties:	Per Event Rate	Hourly Rate
2011/12	\$68.00	\$20.99
2012/13	\$68.00	\$20.99
2013/14	\$68.00	\$20.99

10. All other non-athletic events outside of the District outside of the school day, including but not limited to overnight trips, will be reimbursed at the following hourly rates:

2011/12	\$11.54
2012/13	\$11.54
2013/14	\$11.54

11. Overnight chaperones shall be paid as follows for the block of eight (8) hours between 11:00 p.m. through 7:00 a.m., as follows:

2011/12	\$55.01
2012/13	\$55.01
2013/14	\$55.01

12. Days worked by a Team Leader or Guidance Counselor at the request of the Superintendent in excess of the school year will be paid at the per diem rate of 1/200th of his or her salary.

13. Summer Curriculum Work

1. Teachers who perform summer curriculum work at the request of the Superintendent shall be paid at a pro-rated hourly rate of \$43 per hour for the 2011-2012, 2012-2013, and 2013-2014 school years.

2. Upon the approval of the Superintendent of Schools, curriculum writing projects may be conducted at times during the school year, provided that such activities are conducted outside the workday.

14. Coaching salaries shall be paid at mid-season (50 % of the stipend) and at the end of the season (the remaining 50% of the stipend.)

15. A teacher who is required by reason of the nature of his/her assignment or authorized to travel by privately owned automobile for the Rhinebeck Central School District in the performance of his duties shall have the written approval of the Superintendent for such travel, and shall submit bills for expenses to the Superintendent for approval prior to action on payment by the Board of Education. Mileage allowance will be at the prevailing Internal Revenue Service rate.

16. Teachers are expected to follow a continuous program of professional growth. Each teacher will plan his/her own professional growth and upon request inform the department chairperson, grade level chair, team leader or cluster chair of the same.

17. Certified Teaching Assistants will be considered as teachers in all respects of the contract except for salaries. In September, 1976, they were considered to be on 50% of Step 5 of the BA Schedule and will progress from there. Teacher Assistants hired will be placed on 50% of Step 1 of the BA Schedule.

18. The pro-rated hourly rate for Intramural Instructors will be:

2011/12	\$34.94
2012/13	\$34.94
2013/14	\$34.94

SCHEDULE E: EXTRA PAY FOR EXTRA DUTIES

	Stipend 2011/12	Stipend 2012/13	Stipend 2013/14
ARTS:			
HS Art Club Advisor	\$1,041	\$1,041	\$1,041
MS Art Club Advisor	\$1,041	\$1,041	\$1,041
Bulkeley Theater Production	\$2,107	\$2,107	\$2,107
Choral Director	\$1,363	\$1,363	\$1,363
Drama Club Advisor	\$2,079	\$2,079	\$2,079
HS Jazz Band Director	\$1,041	\$1,041	\$1,041
MS Jazz Band Director	\$1,363	\$1,363	\$1,363
HS Musical Accompanist	\$2,299	\$2,299	\$2,299
HS Musical Choral Director	\$2,299	\$2,299	\$2,299
HS Musical Choreographer	\$2,299	\$2,299	\$2,299
HS Musical Director	\$4,381	\$4,381	\$4,381
HS Musical Pit Band Director	\$2,299	\$2,299	\$2,299
Musical Accompanist	\$1,041	\$1,041	\$1,041
HS Steel Drum Band Director	\$1,041	\$1,041	\$1,041
String Ensemble Director	\$1,363	\$1,363	\$1,363
HS Swing Choir Director	\$1,041	\$1,041	\$1,041
ATHLETICS (GENERAL):			
Assistant Coaches (<i>see note * following this schedule</i>)	\$0	\$0	\$0
Cheerleading Coach	\$2,846	\$2,846	\$2,846
Intramural Coordinator	\$1,281	\$1,281	\$1,281
Road Runner Club Advisor	\$1,041	\$1,041	\$1,041
ATHLETICS (FALL):			
Varsity Cross Country	\$3,354	\$3,354	\$3,354
Modified Cross Country	\$2,135	\$2,135	\$2,135
Varsity Field Hockey	\$4,381	\$4,381	\$4,381
JV Field Hockey	\$2,547	\$2,547	\$2,547
Modified Field Hockey	\$2,079	\$2,079	\$2,079
Varsity Golf	\$2,722	\$2,722	\$2,722
Varsity Soccer	\$4,381	\$4,381	\$4,381
JV Soccer	\$2,736	\$2,736	\$2,736
Modified Soccer	\$2,231	\$2,231	\$2,231
Varsity Volleyball	\$3,491	\$3,491	\$3,491
Varsity Swimming (Girls)	\$4,381	\$4,381	\$4,381
JV Volleyball	\$2,482	\$2,482	\$2,482
Modified Volleyball	\$2,231	\$2,231	\$2,231
ATHLETICS (WINTER):			
Varsity Basketball	\$4,381	\$4,381	\$4,381
JV Basketball	\$3,032	\$3,032	\$3,032

	Stipend 2011/12	Stipend 2012/13	Stipend 2013/14
Modified Basketball	\$2,456	\$2,456	\$2,456
Head Chaperone – Basketball	\$449	\$449	\$449
Varsity Gymnastics	\$4,381	\$4,381	\$4,381
JV Gymnastics	\$2,846	\$2,846	\$2,846
Varsity Swimming (Boys)	\$4,381	\$4,381	\$4,381
Varsity Wrestling	\$4,381	\$4,381	\$4,381
JV Wrestling	\$3,177	\$3,177	\$3,177
ATHLETICS (SPRING):			
Varsity Baseball	\$3,757	\$3,757	\$3,757
JV Baseball	\$2,742	\$2,742	\$2,742
Modified Baseball	\$2,231	\$2,231	\$2,231
Varsity Crew	\$4,381	\$4,381	\$4,381
Novice Crew	\$3,032	\$3,032	\$3,032
Varsity Lacrosse	\$3,757	\$3,757	\$3,757
Varsity Softball	\$3,757	\$3,757	\$3,757
JV Softball	\$2,743	\$2,743	\$2,743
Modified Softball	\$2,286	\$2,286	\$2,286
Varsity Tennis (Boys')	\$2,846	\$2,846	\$2,846
Varsity Track	\$3,898	\$3,898	\$3,898
JV Track	\$2,873	\$2,873	\$2,873
Modified Track	\$2,395	\$2,395	\$2,395
CLUBS:			
8th Grade Advisor	\$1,041	\$1,041	\$1,041
9th Grade Advisor	\$1,041	\$1,041	\$1,041
10th Grade Advisor	\$1,041	\$1,041	\$1,041
11th Grade Advisor	\$2,079	\$2,079	\$2,079
12th Grade Advisor	\$2,079	\$2,079	\$2,079
AFS Advisor	\$2,079	\$2,079	\$2,079
AV Club Advisor	\$2,329	\$2,329	\$2,329
Business Leadership Advisor	\$1,041	\$1,041	\$1,041
HS Book Club	\$1,041	\$1,041	\$1,041
HS Creative Writing Club Advisor	\$2,079	\$2,079	\$2,079
HS Environmental Club Advisor	\$1,041	\$1,041	\$1,041
MS Environmental Club Advisor	\$1,041	\$1,041	\$1,041
HS Gay-Straight Alliance Advisor	\$2,079	\$2,079	\$2,079
Latin Club Advisor	\$1,041	\$1,041	\$1,041
Math League Advisor	\$1,041	\$1,041	\$1,041
Mock Trial Advisor	\$4,381	\$4,381	\$4,381
HS National Honor Society Advisor	\$2,079	\$2,079	\$2,079
MS National Honor Society Advisor	\$1,069	\$1,069	\$1,069
HS Newspaper Advisor	\$2,079	\$2,079	\$2,079
MS Peer Mediation Advisor	\$1,041	\$1,041	\$1,041
Prejudice Reduction Committee Advisor	\$1,041	\$1,041	\$1,041

	Stipend 2011/12	Stipend 2012/13	Stipend 2013/14
Quiz Bowl Advisor	\$1,041	\$1,041	\$1,041
SADD Advisor	\$2,079	\$2,079	\$2,079
HS Spanish Club	\$1,041	\$1,041	\$1,041
HS Speech and Debate Advisor	\$2,079	\$2,079	\$2,079
HS Student Organization Advisor	\$2,152	\$2,152	\$2,152
MS Student Council Advisor	\$2,002	\$2,002	\$2,002
HS Yearbook Advisor	\$3,505	\$3,505	\$3,505
MS Yearbook Advisor	\$1,936	\$1,936	\$1,936
HS Youth Against Racism (YAR) Advisor	\$2,079	\$2,079	\$2,079
PROFESSIONAL:			
Health & Wellness Coordinator	\$4,531	\$4,531	\$4,531
Instructional Support Services Coordinator	\$5,444	\$5,444	\$5,444

*Stipend decreased effective November 1, 2012 and until June 30, 2014, where after the 2010/11 stipend (\$2,079) shall be reinstated. If the current coach determines the need for an assistant coach, unit members may volunteer to be assistant coaches and, in the absence of such volunteer or volunteers, community members may volunteer for such positions. The coach may recommend, for approval by the high school principal, a volunteer coach from among the faculty members or from the community, and in the event that a community member is a candidate to serve as a volunteer coach, he or she may do so only with the consent of the coach.

SCHEDULE F

DEPARTMENT CHAIRPERSONS IN ENGLISH, MATH, SOCIAL STUDIES AND SCIENCE

The Department Chairperson is responsible for the curriculum and program activities in the department and serves as advisor to the administration in all matters pertaining to the operation and best interests of the department. While the Department Chairperson is not responsible for supervising teachers, the Chairperson is responsible for the curriculum, instruction related activities and administrative duties. More specifically, the responsibility of these Department Chairpersons shall include:

A. Curriculum

The Department Chairperson, as the educational leader in the subject area, is responsible for initiating and implementing curriculum within the department and to review

present curriculum regarding its effectiveness in cooperation with the building principal. To accomplish these objectives, the chairperson shall:

1. Call monthly meetings of the department to study programs, course offerings, methodology and other curriculum and program related matters.
2. Encourage and stimulate ideas and share relevant data which can be used in curriculum development through the department meetings, individual conferences with teachers and with the building principal(s.)
3. Assist in the process of the integration and correlation of activities within the department with those of other departments and to advise the guidance department and the administration regarding the effectiveness of programs within the department.
4. Attend and participate in such curriculum related conferences as might be mutually agreed upon with the building principal.
5. Coordinate the development of a planning summary which includes a course of studies that meets the full range of needs of the student body within the department.

B. Instruction Related Activities

The Department Chairperson shall have the responsibility of assisting the Building Principal with respect to the planning of instructional activities and shall serve as a resource person to teachers within the department for the purpose of improvement of instruction. To accomplish these objectives, the Chairperson shall:

1. Recommend to the Building Principal teaching assignments at the consent of department members for the teaching staff within the department for the next academic year.
2. Assist teachers within the department in resolving instructional problems and act as a resource on curriculum questions. Such activities should include recommending to the members of the department techniques, material, methodology and planning that will improve the quality of instruction of the teacher.
3. Assist in the orientation of new teachers in the general instructional program of the school and the specific instructional program of the department as well as give

assistance in areas such as budgeting, planning, inventories, and rules and regulations in the teachers' handbook.

4. Assist in the implementation of the building's grading policy within the department and to work with other chairpersons and administrators toward insuring a uniform and coordinated approach toward grading.
5. Where applicable, will be responsible for submitting to the Principal, the number of regents competency examinations needed for each examination period, for each course in the department. The Chairperson will also arrange to have the examinations corrected with all the desired information given to the Principal.
6. Review all final exams (January and June) of the members of the department before there are submitted to the Building Principal for his approval.
7. Assist the guidance office in procuring and approving a program of studies for all students who are in need of homebound instruction. All final exams administered by the home tutor should have the approval of the department chairperson.

C. Administrative Duties

The Department Chairperson shall have administrative responsibilities, including reporting requirements, budgeting responsibilities and inventorying. To accomplish these objectives the chairperson shall:

1. On a monthly basis submit a written report on the status of the department to the building principal. Such a report shall include the professional activities of the department members, the attendance at the department meetings and matters discussed.
2. Assist and coordinate with teachers in preparing departmental budgets for equipment and instructional supplies and administer the departmental conference attendance budget.
3. Keep accurate up-to-date inventories of all equipment, software, hardware, and textbooks assigned to the department on a yearly basis. The Chairperson shall assure that all books are coded properly by the teachers (all textbooks distributed by staff should be recorded in some type of register.)

D. Committee to Review Duties

A committee shall be established to review the job duties of the Department Chairpersons, High School Cluster Chairs, Middle School Team Leaders, and Elementary Grade Level Chairs with the committee to be comprised, in part, of teachers nominated by the Association.

SCHEDULE G

CLUSTER DEPARTMENT CHAIRPERSON

<i>Cluster I</i>	<i>Cluster II</i>	<i>Cluster III</i>
<u>Department Chairperson</u> Arts and Ceramics Industrial Arts Home Arts Music	<u>Department Chairperson</u> Business Language	<u>Department Chairperson</u> Basic Program

These Cluster Department Chairpersons will be responsible for communicating to the Principal those problems peculiar to the teachers in their Cluster Departments and assist the Principal in matters concerning the Cluster Departments. More specifically, it shall be the responsibility of these Cluster Department Chairpersons to:

- A. Call monthly meetings of the Cluster Departments to study programs, course offerings, methodology, and other problems common to the Cluster Departments.
- B. On a monthly basis, submit a written report on the status of the Cluster Department to the building principal. Such a report shall include the professional activities of the department members, the attendance at the department meetings and matters discussed.
- C. Serve as a helping teacher for new teachers assigned to the Cluster Departments including such areas as budgeting, planning, inventories, and rules and regulations in the Teachers' Handbook.

- D. Coordinate the development of a planning summary for each of the departments in the cluster which includes a course of studies that meets the full range of the needs of the student body.
- E. Assist and coordinate teachers in preparing cluster departmental budgets for equipment and instructional supplies and administer the cluster departmental conference attendance budgets.
- F. Keep accurate up-to-date inventories of all equipment, software, hardware and textbooks assigned to the department on a yearly basis. Cluster Department Chairpersons should see that all books are coded properly by the teachers, (all textbooks distributed by staff should be recorded in some type of register).
- G. Help teachers assigned to the Cluster Departments.
- H. Where applicable, Cluster Department Chairpersons will be responsible for submitting to the Principal the number of Regents and Competency examinations needed for each examination period, for each course in the departments. The Chairpersons will also arrange to have the examinations corrected with all the desired information given to the Principal.

The load of the Cluster Department Chairperson will be the same as a regular teacher. Teaching time of these chairpersons will be reduced one day per month as deemed necessary by the individual chairperson. Upon the recommendation of the Superintendent, these chairpersons will be appointed yearly by the Board of Education unless the student enrollment of the high school building drops below 500 pupils or the addition of at least a half-time administrator in the high school building, at which time the need for the Cluster Department Chairpersons will be reevaluated by the Superintendent and determined by the Board of Education.

INDEX

A

Abolishment of teaching positions, 13
Academic freedom, 5
Advisory program, 12
AIS grievances, 12-13
Annual Professional Performance Review (APPR) plan, 7
Assignment notifications, 13
Assignments - elementary, 13
Assignments - grades 6 - 12, 11-12
Assignments - meetings, 12
Assignments - science teachers, 12
Assignments - teaching assistants, 12
Assignments - voluntary 6th, 12
Athletic Director, 31-32
Athletic Trainer, 31

B

Bereavement leave, 18
Board agenda, 7
Budgetary requests, 15
Building Level Planning Teams, 14

C

Chaperone duties & salaries, 32
Child care leave, 18
Class Coverage Rate, 14
Class size - elementary, 14
Committee to review duties, 40
Community volunteers, 15
Computer Coordinator, 31-32

D

Definition - association, 4
Definition - BOE, 2
Definition - district, 2
Definition - principal, 3-4

Definition - superintendent, 2-3
Definition - teachers, 4-5
Definition - teaching assistants, 33
Derogatory material, 10
Disciplinary interviews and reprimands, 6
Domestic partnership health insurance coverage, 21
Duty-free lunch period, 12

E

Elementary Grade Level Chairs; 16, 32
Enjoyment of rights, 6
Evaluation - objectives, 8
Evaluation - rights, 8
Extra Duties - Arts, 34
Extra Duties, Coaching; 33, 34-36
Extra Duties, Clubs, 36-37
Extra Pay - BMS after school program, 32
Extra Pay - CLS math program, 32
Extra pay for responsible positions, 31-32

G

Grievance procedures, 22-23

H

Health insurance - retiree, 20
Health insurance - teacher, 19
Health insurance - teaching assistant, 20
Health insurance buy-out, 21
High School Department Chairs; 16; 32, 37-40
HS Cluster Chairs; 31, 40-41

I

In-service credit, 29
In-service credit limit, 29
Instructional materials, 14

J

Jury duty, 18

L

Leaves of absence, 18-19

M

Master's degree credit, 29-30
Medicare payment reimbursements, 20
Meetings & conferences, 15-16
Mentoring, 9-10
Middle School Team Leaders; 16, 31

N

National Board Certification, 30-31
Non-discrimination clause, 6

P

Participation in committees, 14
Payroll deductions, 10-11
Peer assistance, 9
Personal leave, 18
Personnel file, 10
Professional growth, 33

R

Recognition of association, 5
Referring students to the principal's office,
14
Release time for computer coordinators &
athletic director, 32
Remuneration for peer assistance &
mentoring, 10

Responsibilities of the superintendent, 5-6

S

Salary - extra duty positions, 34-37
Salary - intramural instructors, 33
Salary - step advancement, 29
Salary schedule A (2011/12), 26
Salary Schedule B (2012/13), 27
Salary Schedule C (2013/14), 28
Salary steps, 29
Section 125 Flexible Benefit Plan, 20
Section 3020-a proceedings, 6-7
Sick day buy-back, 31
Sick leave, 16-17
Sick leave bank, 17
Summer study grants, 19
Summer work, 33

T

Team meetings, 12
Traveling teachers, 13

U

Union president rights, 7
Use of privately owned automobile, 33

V

Vacancies & transfers, 15

W

Welfare trust fund, 21
Work day, 11
Work year, 15
Workers' compensation, 17