

# **AGREEMENT**

**Between**

**RONDOUT VALLEY CENTRAL SCHOOL DISTRICT**

**and the**

**PARAPROFESSIONAL UNIT**

**OF THE RONDOUT VALLEY FEDERATION**

**Effective July 1, 2022 through June 30, 2026**

## TABLE OF CONTENTS

<u>ARTICLES</u>	<u>PAGE</u>
I	RECOGNITION.....1
II	NEGOTIATIONS PROCEDURE.....1
III	GRIEVANCE PROCEDURE.....1-3
IV	LEAVE BENEFITS .....3-6
V	WORKDAY, WORK WEEK, WORK YEAR.....7
VI	VACANCIES .....7-8
VII	SENIORITY .....8
VIII	COMPENSATION.....8-9
IX	SUBSTITUTES..... 10
X	INSURANCE.....10-11
XI	PERSONAL INJURY BENEFIT .....11
XII	PERSONNEL FILES .....11-12
XIII	EVALUATION .....12
XIV	DISCIPLINE AND DISCHARGE.....13
XV	RETIREMENT AND SEPARATION.....13-14
XVI	PROFESSIONAL DEVELOPMENT PROGRAM.....14
XVII	FEDERATION RIGHTS.....14-15
XVIII	DUES DEDUCTION.....15
XIX	NO DISCRIMINATION.....15
XX	OUT OF TITLE WORK.....15-16
XXI	AUTHENTICATOR APPLICATION.....16
XXII	SAFETY AND HEALTH.....16
XXIII	APPROVAL OF THE LEGISLATURE.....17
APPENDIX A	REQUEST FOR LEAVE FORM.....18
APPENDIX B	PARAPROFESSIONAL SALARY SCHEDULES.....19-22
APPENDIX C	EARNED SALARY INCREASE GUIDELINES.....23-31
APPENDIX D	COMMISSIONER'S REGULATIONS.....32-34

## ARTICLE I - RECOGNITION

The Rondout Valley Board of Education has recognized the Rondout Valley Federation (hereinafter the "Federation") for purposes of collective negotiations as the exclusive bargaining agent for all paraprofessional teaching assistants, school monitors and specialized paraprofessionals employed by the Rondout Valley Central School District (hereinafter the "District"). (See Commissioner's Regulations in Appendix C).

## ARTICLE II - NEGOTIATIONS PROCEDURE

2.1 No later than February 1 of each expiration year, the parties will enter into good faith negotiations over a successor agreement.

2.2 Neither party shall have any control over the selection of the representative of the other party, and each party may select its representatives from within or outside the District. The parties mutually pledge that their representatives will be invested with all necessary power and authority to make proposals, consider proposals, reach compromises in the course of negotiations, and initial tentative agreements.

## ARTICLE III - GRIEVANCE PROCEDURE

### 3.1 General Provisions

A. A grievance is a claim by any employee or group of employees based upon any event or condition affecting their welfare or terms and conditions of employment as covered under the terms of this agreement. It shall include grievances brought by the Federation on behalf of any employee or group of employees. An aggrieved party is any employee or group of employees who file a grievance under this procedure.

B. All grievances shall include the name and position of the aggrieved party, the time and place of the grievance, the identity of the person claimed to be responsible for the grievance, the contract provision allegedly violated and the general statement of the nature of the grievance and the redress sought.

C. The grievance shall be deemed waived unless it is submitted within thirty (30) working days after the aggrieved party knew or should have known of the events or conditions on which it is based and, in no event, no later than five (5) days after the end of the school year. Grievances occurring during the summer may be filed within five (5) working days after the opening of school. Continuing alleged violations of this agreement may be grieved at any time, provided, however, that any redress sought may not be retroactive prior to the date the grievance was filed.

D. The District and the Federation will facilitate any investigation which may be required and make available any and all material and relevant documents, communications and records concerning the grievance.

E. The grievant shall have the right of representation at all stages of the grievance procedure and to confront and cross-examine all witnesses called against him or her, and to testify and call witnesses on his or her own behalf.

F. No interference, coercion, restraint, discrimination, or reprisal of any kind at any time, will be taken by the District or by any member of the administration against the Federation or any other participant in the grievance procedure.

G. 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 the grievance may be appealed to the next stage.

H. A grievance shall be filed at the lowest level at which relief properly may be granted.

### 3.2 Grievance Procedure

A. Stage 1. The grievance shall be presented in writing to the appropriate building principal who shall hold a hearing within five (5) working days of the submission of the grievance and render a decision within five (5) working days thereafter.

B. Stage 2. Within five (5) working days of the disposition of the grievance at Stage 1, the grievant may appeal in writing to the Superintendent. The Superintendent shall hold a hearing within five (5) working days of the submission of the appeal and render a decision within five (5) working days thereafter.

C. Stage 3. Within ten (10) working days of the disposition of the grievance at Stage 2, the Federation may request the Board to schedule a further hearing with respect to the grievance or may file with the Superintendent and the American Arbitration Association, a demand for arbitration. If the Board agrees to hold a further hearing, the hearing, before the Board or a committee thereof, shall be held within ten (10) working days of the submission of the request, therefore. The written decision of the Board shall be rendered within five (5) working days of the hearing. In the event the decision of the Board does not resolve the grievance, or if the Board declines to schedule the hearing, the Federation may demand arbitration of the grievance by filing a demand for arbitration with the Superintendent and the American Arbitration Association within ten (10) working days of the date of the Board's decision or the date when the Board declined to schedule a further hearing.

### 3.3 Arbitration

A. In the event the grievance is not resolved and the Federation desires to pursue the same, the matter may be submitted to the American Arbitration Association for the appointment of an arbitrator.

B. All demands for arbitration and all arbitrations shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

D. The cost of the services of the arbitrator will be divided equally between the Board and the Federation.

#### ARTICLE IV - LEAVE BENEFITS

4.1 Sick Leave: Ten (10) month employees shall receive fifteen (15) days leave per year for sick leave, effective September 1 annually. The sick leave allocation for unit members who are not employed by the District as of September 1 shall be pro-rated. Sick leave credits may be accumulated without limitation from year to year.

A. Unit members may be requested by the District to produce a doctor's note after five (5) consecutive sick leave day absences or in cases of suspected sick leave abuse.

#### 4.2 Personal Leave

A. Employees may charge up to four days against accumulated sick leave credits annually for the transaction of personal business that cannot be accomplished at times other than during school hours. Each employee may charge up to three (3) days for religious observance. The first two (2) days shall be charged to accumulated sick leave credits and the third day to personal leave. Personal leave shall not be used as vacation time, for the pursuit of a hobby or avocation, or an additional vocation. Applications for use of such leave shall be made no fewer than three days in advance of each anticipated absence for personal reasons on a form annexed hereto as Appendix A, except in an emergency, to the designee of the Superintendent. The granting of such leave is subject to the reasonable operating needs of the District, but the approval of such leave shall not be unreasonably withheld.

B. Personal leave shall not be available except in an emergency for days immediately preceding or following a vacation, holiday, or the beginning or end of the school year.

C. Personal leave shall not be available to any employee who has announced his or her intention to resign or retire during the six months immediately preceding the effective date of such resignation or retirement except with the permission of his or her supervisor, which permission shall not be unreasonably withheld.

4.3 Family Illness: It is the responsibility of each employee to make arrangements for the care of members of his or her immediate family who become ill and require care. Recognizing, however, that there will be situations where it may be impossible to effect such arrangements on an emergency basis, an employee shall be allowed to charge

absences from work, which are required to provide bedside care arising out of an illness in the employee's immediate family, against accrued sick leave credits, up to a maximum of five (5) days in any one school year. As used in this section, "immediate family" shall be defined as the employee's spouse or child, parent or other dependent with whom the employee resides.

4.4 Bereavement: An employee shall be granted leave without charge to other leave credits in the event of death in the employee's immediate family, up to five (5) days for any occurrence. As used in this section, "immediate family" shall be defined as the employee's spouse, child, parent, grandparent, sibling, grandchild, stepchild, stepparent, domestic partner, in-law (parents, siblings, and grandparent) or any other member of the employee's household for whom the employee is responsible. Relationship for bereavement shall be identified on the District form.

#### 4.5 Leave Without Pay

A. Child Rearing Leave: Child rearing leave will be granted to employees upon the following conditions:

1. The employee requesting the leave shall give the Superintendent at least thirty (30) days advance written notice, of such intent. Such written notice shall include the approximate date of termination of the leave. An employee on leave must return to the District no later than the beginning of the next semester or school year, following twenty full months of leave. This clause is not to be interpreted so as to preclude requests for leave fewer than twenty months or sooner termination of the leave upon request of the employee and approval of the District based upon availability of a position.

2. The employee involved shall give the District prior written notice of at least sixty (60) days of his or her intent to return to duty.

3. Such leaves shall be granted at the employee's option, prior to the commencement of disability or at the beginning of a semester, upon reasonable notice by the employee of intention to take such leave.

4. Should pregnancy be terminated prior to birth, the employee may request termination of the leave and return to duty to commence within thirty (30) calendar days of receipt of the aforementioned notice by the employer. The District may require the employee to present a doctor's certificate stating that she is physically fit to resume her full responsibilities.

B. Other Leave: Upon application by an employee to the Superintendent and upon his or her recommendation, the Board may grant leaves without pay for a period not to exceed two years. The purpose of such leave may include, but is not limited to, the extended illness of the employee requesting said leave, additional education, or election to public office. A request for leave pursuant to this section must be submitted to the Superintendent not less than sixty (60) days prior to the date such leave is requested to commence, except in cases of an emergency where such time limits shall be waived.

In its determination to grant or deny the employee's request, the District shall decide each request on its own merits, and no employee shall be unreasonably denied. Every effort shall be made to return the employee to the same position held before the leave of absence. However, if this is not possible, the employee shall be returned to a comparable position within his or her classification.

4.6 Additional Leave: At his or her discretion, the Superintendent may permit the use of sick leave pursuant to Section 4.3 or may grant leave pursuant to Section 4.4 of this provision for the purpose of caring for or attending the funeral of a person other than those within the definition of immediate family in those sections.

4.7 Sick Leave Bank: The sick leave bank shall operate according to the following:

A. Effective July 1, 2022, all bargaining unit members not currently participating in the sick bank shall become members of the sick bank and shall have a minimum of one day of sick leave deducted from his or her regular sick leave accumulation on October 1, 2022. Unit members shall be allowed to withdraw membership from the sick bank upon written notice to the RVF and the District no later than September 30 of each school year, or within thirty days of hire. Unit members who have opted out will be allowed to rejoin the sick bank upon written notice to the RVF and the District and by contributing one sick leave day to the sick bank.

B. The administrator of the sick leave bank shall be handled by a joint Federation-District board. The sick leave bank shall consist of six members, three to be appointed by the Federation and three to be appointed by the Superintendent. It shall submit a record of its deliberations and judgments for annual review to both the Federation and the Board. Sick bank days may only be granted when a majority of the Board (at least four members) agrees to grant the request for sick days.

C. General Rules:

1. Payment for sick leave days drawn from the sick leave bank will be at the rate of regular salary of the recipient.

2. The Sick Bank Board shall grant up to 90 days to qualified applicants who have exhausted all accrued sick leave and who apply for days as a result of extended absences resulting from catastrophic illness or catastrophic injury that causes disability such as long-term cancer treatment, heart attack, etc. and which normally require hospitalization or long-term recuperation. First year employees are limited to 20 sick bank days; second- and third-year employees are limited to 30 sick bank days; fourth year employees are limited to 40 sick bank days; fifth year employees are limited to 50 sick bank days. In order to be eligible for sick bank days, employees with more than five years of service in the District must have a minimum of 10 accumulated sick days at the onset of the catastrophic illness, injury or disability which led to the request for days from the sick bank.

3. Individuals must prove need to the sick leave bank board by either a doctor's statement fully certifying that the illness/injury is catastrophic and requires hospitalization and/or long-term recuperation or by presenting any other proof required by the Sick Bank Board.

Any expense incurred by a unit member as a result of the Sick Leave Board's decision requesting 'additional' proof beyond a doctor's statement, shall be paid by the District with the employee using his or her primary insurance. If the Sick Bank Board directs the employee to see another physician, the physician will be mutually agreed upon or the parties will use the District physician if they cannot mutually agree upon a physician.

4. Decisions of the sick bank board shall be subject to the grievance and arbitration procedures set forth in Article III.

5. Once a unit member is granted a sick bank day a unit member shall be ineligible for withdrawing from sick bank membership in the future

4.8 Family Leave Day Donation: To be eligible to receive Family Leave Day Donation, a unit member shall be an active member of the Sick Bank, as set forth in Article 4.7 Members of the paraprofessional's unit shall be permitted to contribute accumulated sick days to any unit member who has exhausted his or her sick leave so that members can use donated sick days to care for an immediate family member as defined in Article 4.3. Donated sick days shall not exceed twenty (20) days for the recipient, and ten (10) days for the donor. A unit member shall be eligible for this benefit for no more than two consecutive years. Contributed sick days shall not be carried over from one school year to the next and may not be returned to the donor. The Sick Bank Board shall review all requests for such days, and shall require supporting medical documentation establishing that:

1. A member of the immediate family has suffered a catastrophic illness, injury or disability such as long-term cancer treatment, heart attack, etc and which normally require hospitalization or long-term recuperation, and/or

2. A unit member has experienced the birth or adoption of a child.

The Sick Bank Board shall have the authority to convert such days to family sick days. Once a unit member is granted a family leave day a unit member shall be ineligible for withdrawing from the sick bank membership in the future.

D. Carry-over Procedures:

1. All days that remain in the bank at the end of the year shall be carried over into the following school year.

2. The sick bank shall remain at its current level except for the addition of new employees. Once the sick leave bank has been exhausted, it shall be renewed subject to the same terms upon which it was created.



## ARTICLE V - WORK DAY, WORK WEEK, WORK YEAR

5.1 The workday shall be no longer than seven hours and ten minutes for Aides, School Monitors and for Teaching Assistants, commencing at the District designated time for the building in which said employee works. No employee shall work for more than four consecutive hours without a thirty-minute duty-free lunch break. A paraprofessional's day may be extended beyond seven hours and ten minutes when mutually agreed by the paraprofessional and the District.

5.2 Each unit member shall have a daily fifteen (15) minute break for personal needs. Each teaching assistant shall be given a daily thirty (30) consecutive minutes of unencumbered preparation time.

5.3 Overtime for all hours worked in excess of seven hours and ten minutes (6 hours and 40 minutes work time plus thirty minutes lunch time) per day shall be paid at the rate of time and one-half. When an Employee who uses a half-day of leave time is required to work beyond three hours and twenty minutes of the workday, the Employee shall be compensated at time and one-half for the excess time worked. In lieu of time and one-half the employee may elect an equivalent amount of compensatory time off.

5.4 Compensation for employees required to work on any non-school day (e.g.: recess periods between September and June, summer work, etc.) will be paid at their regular hourly rate.

5.5 The District may establish eleven- and twelve-month positions in the unit. Salaries will be pro-rated.

5.6 Holidays: In addition to the normal annual school calendar of 183 workdays for which paraprofessionals are contracted, each shall receive compensation for the following holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas, New Year's, Martin Luther King's Birthday, President's Day, Good Friday and Memorial Day and Juneteenth. (A total of 11 holidays.) The normal annual school calendar for school monitors shall be 180 workdays. They shall receive compensation for the 11 holidays listed above.

5.7 Monthly Meetings: Unit members are expected to attend ten (10) monthly after school meetings during the instructional year, (5) five of which shall be mandatory. Building Principals will use their best efforts to identify the dates of the mandatory meetings at least two weeks in advance.

## ARTICLE VI - VACANCIES

6.1 All unit vacancies shall be posted in every school building. The Federation shall be simultaneously notified of all job openings within the unit. Such notice shall include the hours of work, job title, qualifications and salary.

6.2 When school is in session, vacancy notices shall be posted at least 15 days before the final day when applications must be submitted.

6.3 An employee who wishes to be considered for appointment to any such vacancy shall submit his or her application in writing to the Superintendent or designated administrator with a copy to the appropriate building administrator, within the time limit specified in the announcement.

6.4 Employees who desire to apply for a position which may become available during the summer vacation period shall submit their names to the Superintendent, together with a description of the position or positions for which they are qualified and/or certified and interested in applying for. Notification of any position in which an employee has expressed interest, including a description of the qualifications, duties and salary, shall be sent to the employee by mail. Such notice shall be sent at least 21 days before the final date when applications must be submitted. In addition, the Superintendent shall, within the same period, post a list of positions to be filled during the summer on bulletin boards at the District Office and in each school building in the District and shall send a copy thereof to the Federation.

#### ARTICLE VII - SENIORITY

7.1 The qualifications and experience required for vacancies shall be determined by the District. When qualifications and experience of applicants for a vacancy are judged by the District to be equal, the selection shall be based upon seniority. In the event that an incumbent unit member's job is eliminated the District may unilaterally transfer the unit member to another vacant assignment.

7.2 Effective July 1, 1997, in the event of layoffs and recalls, there shall be two separate seniority lists for teacher aides. Teacher aides who receive special training as applied behavior therapists, or in sign language, or in student health issues, or in visual impairments, or in dealing with children with emotional or physical difficulties, or specific instructional practice (A.B.A., behavioral modifications, etc.), shall be placed on a separate seniority list from all other teacher aides and will have super-seniority in the event of layoff or recall with respect to all other teacher aides. With respect to layoffs and recalls for teaching assistants, applicable law shall govern.

7.3 Seniority lists will be provided upon request by the Union.

#### ARTICLE VIII - COMPENSATION

8.1 Salary schedule for Teaching Assistants and Aides is based on yearly compensation. Hourly rate will be calculated by dividing yearly rate by the number of workdays in the year, plus holidays x hours daily. Adjustments will be made for work beyond contracted amount on an hourly basis. School Monitors shall be paid the established rate in Appendix B.

8.1A Effective July 1, 2022, salaries shall be adjusted as set forth in the new salary schedule attached hereto as Appendix "B". On July 1, 2022, unit members on steps 1-19 will remain at their current step until July 1, 2023. Unit members currently on steps 20-25 shall be placed on step 19 effective July 1, 2022.

8.2 Employees hired on or after September 1 but before February 1 in any school year shall be entitled to a step increment in September of the next year. Those employees hired on or after February 1 and on or before June 30 shall not be eligible for a step increment on September 1 of that year but shall be eligible on September 1 of the subsequent year - a waiting period not to exceed nineteen months.

8.3 A. Movement on Schedule:

1. Movement on salary schedules will be one step for each full year of experience.

2. Movement from the Teacher Aides Salary Schedule to the Teaching Assistant schedule will occur when an employee is awarded a teaching assistant position and he or she has achieved continuing certification

B. In-Service Credits: The District will award full time employees one (1) in-service credit for 15 hours of in-service training in a related subject area for the purpose of movement on the career ladder.

1. All employees currently receiving payments for credits shall continue to receive said payment.

Effective July 1, 2021 \$45/credit

Effective July 1, 2023 \$50/credit

2. Effective July 1, 1995, all employees shall be eligible to receive payment for credits for course work (In-service, continuing education or college level course work).

Effective July 1, 2018 75 maximum compensable credits

Effective July 1, 2019 90 maximum compensable credits

Effective July 1, 2020 105 maximum compensable credits

Effective July 1, 2021 120 maximum compensable credits

8.4 Upon reaching 18 years of credited service each unit member shall receive a longevity payment of \$1,224. Upon reaching 25 years of credited service each unit member shall receive an additional longevity payment of \$6,528.00. Upon reaching 26 years of credited service each unit member shall receive an additional longevity payment of \$2,000. On July 1 of 2023, 2024 and 2025 these amounts shall increase by 2% each year.

## ARTICLE IX - SUBSTITUTES

9.1 In the event that an employee covered by this Agreement is unable to report to work for any reason, said employee shall notify the District's designated sub-service no later than 6 a.m. for the main campus or 7 a.m. for the elementary schools on the days of the absence, indicating the reason for absence and expected date of return. Employees shall have no further responsibility for contacting or obtaining a substitute to act in his or her place or stead.

## ARTICLE X - INSURANCE

### 10.1 Health Insurance:

A. Effective July 1, 2021, the District shall pay 93% of the individual or family health insurance premium under the Orange Ulster School Districts' Health Plan (OU Health) or any District-sponsored HMO. Effective July 1, 2025, the District shall pay 92% of the individual or family health insurance premium under the Orange Ulster School Districts' Health Plan (OU Health) or any District-sponsored HMO. Employee contributions will be automatically deducted by the District through the Section 125 Internal Revenue Code Plan. Additionally, the District's contribution to HMO premiums for individual and family coverage shall not exceed the cost of the individual or family premiums as provided for in the Orange Ulster School Districts' Health Plan (OU).

B. Upon retirement from District service, the District shall continue to pay 100% for health insurance for the employee provided that the employee has been in the District's service for at least 10 years and was hired before December 31, 1993. Upon retirement from District services, the District shall continue to pay 100% for health insurance for the employee provided that the employee has been in the District's service for at least 15 years and was hired after January 1, 1994.

C. A health insurance buyout will be established under the same conditions as the teacher contract. (Article 12.4) Unit members and retirees may elect to discontinue their district health insurance coverage through a buy- out option as follows:

1. On or before April 1 of each year existing unit members shall inform the District of their desire to opt out of the District's Health Plan effective the following July 1. In return for opting out, the unit member shall receive a payment of \$750 (family coverage) or \$500 (individual coverage) on the following December 1 from the District. If the employee remains out of District coverage, an additional \$750 (family coverage) or \$500 (individual coverage) shall be paid the following June 1. In no event shall the total amount for the 'buy out' exceed \$1,500 (family coverage) or \$1,000 (individual coverage). (However, these provisions shall not apply to any unit member whose spouse is enrolled in any District-sponsored health insurance plan and neither spouse shall be entitled to this 'buy out' option.)

2. To be entitled to the above referenced payment, the Union member must produce proof of health insurance coverage from another source at the time of application on April 1. Any Unit member who elects the "buy-out" option must remain off the District's health insurance coverage for the duration of the insurance contract year except

when, a) the spouse of an employee loses coverage through divorce or separation, b) the spouse furnishing health insurance dies, c) loss of health insurance coverage occurs due to termination of employment of spouse. Voluntary re-application for District health insurance coverage must be made 60 days prior to the expiration of the insurance contract year.

3. If early re-entry to District health insurance coverage is made, repayment of the “buy out” shall be made by the Unit member on a pro-rated basis of 1/12 of \$1,500 (family coverage) or 1/12 of \$1,000 (individual coverage) for each month applicable up to twelve months until the “buy out” total is repaid. If the employee ceases working before the full \$1,500 or \$1,000 has been repaid, the remaining obligation will be deducted by the District from any termination or retirement benefits due to the employee.

10.2 Benefit Trust Fund: The District shall contribute annually to a Benefit Trust Fund as outlined below. Such fund shall be used for the purchase of various employee insurance plans selected by the Federation. District payments shall be \$1,090 in 2022-23, \$1,230 in 2023-2024, \$1350 in 2024-2025 and \$1,450 in 2025-2026. Contributions on behalf of unit members working less than .5 will be pro-rated based on the hours worked by the unit member.

#### ARTICLE XI - PERSONAL INJURY BENEFIT

11.1 An employee who is absent due to a workers’ compensable injury, as defined in the Workers’ Compensation Law and who is disabled from his or her performance of duties in the District may use his or her accumulated leave during the period of the workers’ compensable injury. Any workers’ compensable award will be received by the District with the employee receiving credit for loss of sick leave. This credit will be compiled to the nearest day by dividing the reimbursement received from the Workers’ Compensation carrier by the employee’s daily rate of compensation.

11.2 The District shall reimburse employees for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids or similar body appurtenances not covered by worker’s compensation, which are damaged, destroyed or lost as a result of any injury sustained in the discharge of his or her duties within the scope of employment, provided such damage, destruction or loss was not due to the employee’s negligence.

11.3 The District shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his or her duties within the scope of employment or while the employee was disciplining or restraining a student or students or by student action, provided such damage or destruction was not due to the employee’s negligence.

#### ARTICLE XII - PERSONNEL FILES

12.1 The official personnel files of each employee shall be maintained in the District office. The employee shall have the right, upon request, to review the contents of his or her file upon reasonable notice to the Superintendents’ office and to have a Federation representatives present during the review.

12.2 No material, other than that of a routine financial nature, shall be placed in an employee's personnel file unless a copy is provided to the employee. The employee shall acknowledge that he or she has read such material by signing the copy to be filed. The employee shall have the right to submit a written answer to any material in the file and such answer shall be reviewed by his or her supervisor or the superintendent and attached to the file copy of the material.

### ARTICLE XIII – EVALUATION

13.1 An observation and evaluation committee, consisting of three members appointed by the Superintendent and three members appointed by the President of the Federation shall be established two weeks after ratification of this agreement to consider timelines, parameters, and procedures of teaching assistant and teacher aide observations and evaluations.

The charge of the committee will be:

1. Rubric and schedule review
2. Process and procedures
3. Separate processes for tenured and untenured teaching assistants
4. Separate processes for probationary and permanent teacher aides
5. Tenured teaching assistants, one (1) unannounced in a three (3) year cycle
6. Non-tenured teaching assistants, two (2) observations each year  
one (1) announced and one (1) unannounced.

A written report by the committee, including recommendations, shall be submitted to the Superintendent and the Federation President by June 30, 2019.

13.2 All observations of the work performance of employees shall be conducted openly and shall not be conducted secretly.

13.3 It is understood that only certified administrative personnel shall be eligible to conduct evaluations or observations of the work performance of employees in this unit. There shall be one evaluation form for all employees and the use of this form will be uniform throughout the District.

13.4 Employees will be given a copy of any evaluation report of any observation by his or her immediate administrator or will be required to sign the personnel file copy to indicate that he or she has received same.

13.5 Within five working days following any evaluation, the evaluated employee and his or her administrator will meet to discuss the observation. All such conferences will be held in private. Such conferences may be waived by mutual agreement if the work performance of the evaluated employee is rated at satisfactory or above.

13.6 The employee has the right to respond to the evaluation which shall be included with the personnel file. The administrator, in order to indicate that he or she has received same, will affix his or her signature to such written response.

#### ARTICLE XIV - DISCIPLINE AND DISCHARGE

14.1 “(Effective for employees hired on or after January 1, 1999.) No employee with more than three years of continuous service with the District shall be disciplined, reprimanded, reduced in rank or compensation, dismissed or deprived of advantage without just cause. However, any employee in his or her third year of continuous employment who the District wishes to dismiss from his or her position for deficient performance shall be evaluated at least 45 days prior to the time that the District notifies the employee that it wishes to dismiss him or her. Employees who are dismissed in their third year of continuous employment shall have the right to request the reasons for their dismissal and shall have the right to grieve the dismissal pursuant to the grievance procedure, but said dismissal shall not be subject to the just cause clause herein.”

#### ARTICLE XV - RETIREMENT AND SEPARATION

15.1 To the extent required by law, the District shall make all pension contributions to the appropriate New York State Retirement System on behalf of each employee.

15.2 Employees upon separation from the District after ten years of service, shall receive payment for all unused sick days based upon the following:

25% of the daily value for the first 25 days; then  
50% of the daily value for the next 25 days; then  
75% of the daily value for the next 25 days; then  
100% of the daily value for the next 25 days.

Employees who are terminated from their position will not be eligible to receive this benefit.

15.3 Retirement Pay: Employees, upon retirement from the District at age 55 or later, shall receive payment for all unused sick leave days based upon the following formula:

A. Employees may apply the maximum number of days as allotted by law for service credit for retirement purposes.

B. If the employee chooses option “A” as described above, he or she may be remunerated for his or her remaining number of sick leave days on a graduated scale as follows:

1 to 50 days . . . . . 50% of the daily value  
51 to 75 days . . . . . 75% of the daily value  
76 to 125 days . . . . . 100% of the daily value

C. The District shall pay a retirement incentive of \$7,500 to all full-time unit members who submit an irrevocable letter of resignation at least five months prior to the time that the unit member is eligible to retire under either the New York State Employees’ Retirement System (ERS) or the New York State Teachers’ Retirement System (TRS), without penalty. Employees must submit appropriate documentation from ERS or TRS showing they are eligible to retire under ERS or TRS without penalty. To be

eligible for this retirement incentive, a unit member must be employed in the District under the terms and provisions of Article VIII (8.3 & 8.4) of the Clerical Agreement.

#### ARTICLE XVI - PROFESSIONAL DEVELOPMENT PROGRAM

16.1 Pursuant to the provisions of this article, the District agrees to post and otherwise bring to the attention of employees, workshops, conferences, etc. which may become available during the school year and which will add to the professional development of employees. In addition, employees of the bargaining unit may bring to the attention of the District, such workshops, conferences, etc. that they feel will add to their professional development. Permission to attend professional meetings shall be with the approval of the Superintendent of Schools.

16.2 The District will pay up to \$4,000 in 2003-04; \$6,000 in 2004-05; \$8,000 in 2005-06; and \$10,000 in 2006-07 and all years thereafter to be distributed among unit members who successfully complete accredited college level course work germane to their District assignment as approved by the Superintendent of Schools. The RVF President and the Superintendent of Schools will appoint a committee to reach agreement on procedures for equitable distribution of these monies among unit members who successfully complete accredited college level course work germane to their District assignments. Up to one half of these monies will be allocated each semester.

16.3 The Federation and the District agree to meet as necessary to jointly develop and recommend areas/topics of professional development. These recommendations to the Superintendent of Schools shall be designed to help achieve District goals in professional development. The composition of this committee shall be appointed jointly by the Superintendent and the President of the Federation.

#### ARTICLE XVII - FEDERATION RIGHTS

17.1 The Federation shall be granted the right to use school buildings and equipment for meetings, both of the general membership and of various groups or committees. Such use of buildings and equipment shall be during times when they are not in use for normal educational purposes and shall not conflict with consent previously granted for the use of facilities. Any extra expense incurred by such use shall be paid by the Federation.

17.2 The Federation may use the school inter-building mailing system for distribution of official communications to employees.

17.3 The elected delegates to the New York State United Teachers shall be granted leave without charge to other leave credits to attend the regularly scheduled annual convention of said organization. It is understood and agreed that this provision shall not be interpreted to extend the total number of eligible delegates of the Rondout Valley Federation beyond the NYSUT constitutional limit.

17.4 The Paraprofessional Unit shall be entitled to six school days during the year on which a Federation representative will be relieved of all regular assignments to administer this Agreement or attend NYSUT workshops or conferences. The designee shall be



released from assignments without loss of salary. Nothing herein contained shall be construed as limiting in any way the use of personal leave days by Federation representatives for the professional business of the Federation.

17.5 Building principals will give Teacher Assistants the opportunity during the annual budget preparations to request adequate classroom or playground materials for the purpose of carrying out his or her responsibility.

17.6 Employees will be given information on students' special needs at the discretion of their immediate supervisor or principals in order to enable them to better carry out their assigned duties.

17.7 Members of this unit may be eligible for the use of student teacher voucher waivers awarded to teachers who would otherwise not use them in accordance with the governing regulations established by the issuing institutions of higher learning.

#### ARTICLE XVIII - DUES DEDUCTION

18.1 The District shall deduct dues from the salaries of employees for the Federation and its affiliates as said employees individually and voluntarily authorize in writing. Dues shall be transmitted promptly to the Federation.

18.2 The Federation shall certify to the Board, in writing, the current rate of membership dues of the Federation and its affiliates on or before the first day of school annually.

#### ARTICLE XIX - NO DISCRIMINATION

There shall be no discrimination in hiring or in condition of employment based upon race, religion, color, age, sex, creed, national origin or union activities.

#### ARTICLE XX - OUT OF TITLE WORK

No employee shall be employed under any title not appropriate to the duties to be performed. No employee shall be assigned to perform the duties of a position unless he or she has been duly appointed to the position.

If, however, the employee performs out of title duties as a classroom teacher for more than ten (10%) percent of employees workday and up to twenty (20%) percent of the employee's workday they shall be entitled to \$20 over their daily rate. If the employee performs out of title duties for more than twenty (20%) percent of the employees' workday and up to fifty (50%) percent of the employees' workday, they shall be entitled to \$30 over their daily rate. If the employee performs out of title duties for more than fifty (50%) percent of the employee's workday, they shall be entitled to \$60 over their daily rate.

If, however, the employee performs out of title duty as a secretary for greater than 20% of the employee's workday, the employee is entitled to Step 1, schedule "A" daily compensation in lieu of their regular per diem rate of pay. If the unit member's daily rate

of pay is greater than the substitute rate, the employee is entitled to receive \$20.00 per day in addition to their hourly rate for each hour worked.

Except in an emergency, out of title work shall be voluntary and where practicable, assigned on a rotating basis within the building.

#### ARTICLE XXI – AUTHENTICATOR APPLICATION

The District agrees not to use any authenticator application to track an employee's location or to access personal data on their personal device in any way.

The RVF agrees to use the authenticator application. Any RVF member that chooses not to, agrees to use an alternate style authenticator provided by the District.

#### ARTICLE XXII - SAFETY AND HEALTH

It shall be the responsibility of the employer to provide a workplace free from recognized hazards to the employee's health and safety. The employer acknowledges its responsibilities to comply with all applicable laws regarding health and safety.

ARTICLE XXIII - APPROVAL OF THE LEGISLATURE

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 appropriate legislative body has given approval.

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT

BY:

President, Board of Education

BY:

Superintendent of Schools

RONDOUT VALLEY FEDERATION/PARAPROFESSIONAL UNIT

BY:

RVF President

## APPENDIX A

# RONDOUT VALLEY CENTRAL SCHOOL DISTRICT

## REQUEST FOR LEAVE

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL	BARGANING UNIT
--------	----------------

LEAVE  
CATEGORY \_\_\_\_\_ DATE(S) REQUESTED \_\_\_\_\_

If the leave category is "personal", please indicate whether religious, legal, medical, other (specify), or without pay (not charged against any particular leave credits).

REASON(S)  
FOR REQUEST

---

---

SIGNATURE \_\_\_\_\_

APPROVED/DISAPPROVED BY: \_\_\_\_\_ DATE \_\_\_\_\_

## COMMENTS

**NOTE:** This application for leave is to be submitted as per your unit's contractual provisions

White - Employee's Copy - Yellow - Principal's Copy - Pink - Superintendent's Copy

## **APPENDIX B**

# **PARAPROFESSIONAL**

## **SALARY**

## **SCHEDULES**

TA Step	CURRENT 21-22	NEW 22-23 @ 2% top step	23-24 @ 2.5% increase	24-25 @ 2.5% increase	25-26 @ 2% increase
1	19,421	20,951	21,475	22,012	22,452
2	19,931	21,461	21,998	22,548	22,999
3	20,441	22,036	22,587	23,152	23,615
4	20,951	23,184	23,764	24,358	24,845
5	21,461	24,333	24,942	25,566	26,077
6	22,036	24,907	25,530	26,168	26,692
7	22,610	25,481	26,119	26,772	27,307
8	23,184	26,055	26,707	27,375	27,922
9	23,758	26,630	27,296	27,978	28,538
10	24,333	27,204	27,885	28,582	29,154
11	24,907	27,778	28,473	29,185	29,769
12	25,481	28,352	29,061	29,788	30,383
13	26,055	28,927	29,651	30,392	31,000
14	26,630	29,501	30,239	30,995	31,615
15	27,204	30,075	30,827	31,598	32,230
16	27,778	30,649	31,416	32,201	32,845
17	28,352	31,224	32,005	32,805	33,461
18	28,927	31,798	32,593	33,408	34,076
19	29,501	33,605	34,446	35,307	36,013
20	30,075	XXXX	XXXX	XXXX	XXXX
21	30,649	XXXX	XXXX	XXXX	XXXX
22	31,224	XXXX	XXXX	XXXX	XXXX
23	31,798	XXXX	XXXX	XXXX	XXXX
24	32,372	XXXX	XXXX	XXXX	XXXX
25	32,946	XXXX	XXXX	XXXX	XXXX
	18 yr. Longevity 1,200	18 yr. Longevity 1,224 @ 2%	18 yr. Longevity 1,248 @ 2%	18 yr. Longevity 1,273 @ 2%	18 yr. Longevity 1298 @ 2%
	ADD 25 yr. Longevity 6,400	ADD 25 yr. Longevity 6,528 @ 2%	ADD 25 yr. Longevity 6,658 @ 2%	ADD 25 yr. Longevity 6,791 @ 2%	ADD 25 yr. Longevity 6927 @ 2%
	XXXX	ADD 26 yr. Longevity 2,000 (NEW)	ADD 26 yr. Longevity 2,040 @ 2%	ADD 26 yr. Longevity 2,081 @ 2%	ADD 26 yr. Longevity 2123 @ 2%
	<b>\$45 PER CREDIT</b>	<b>\$45 PER CREDIT</b>	<b>\$50 PER CREDIT</b>	<b>\$50 PER CREDIT</b>	<b>\$50 PER CREDIT</b>
	15 credits = 675	15 credits = 675	15 credits = 750	15 credits = 750	15 credits = 750
	30 credits = 1,350	30 credits = 1,350	30 credits = 1,500	30 credits = 1,500	30 credits = 1,500
	45 credits = 2,025	45 credits = 2,025	45 credits = 2,250	45 credits = 2,250	45 credits = 2,250
	60 credits = 2,700	60 credits = 2,700	60 credits = 3,000	60 credits = 3,000	60 credits = 3,000
	75 credits = 3,375	75 credits = 3,375	75 credits = 3,750	75 credits = 3,750	75 credits = 3,750
	90 credits = 4,050	90 credits = 4,050	90 credits = 4,500	90 credits = 4,500	90 credits = 4,500
	120 credits = 5,400	120 credits = 5,400	120 credits = 6,000	120 credits = 6,000	120 credits = 6,000

Aides Step	CURRENT 21-22	NEW 22-23 @ 2% top step	23-24 @ 2.5% increase	24-25 @ 2.5% increase	25-26 @ 2% increase
1	18,538	19,984	20,484	20,996	21,416
2	19,020	20,466	20,978	21,502	21,932
3	19,502	21,008	21,534	22,072	22,514
4	19,984	22,091	22,644	23,210	23,674
5	20,466	23,174	23,754	24,348	24,835
6	21,008	23,716	24,309	24,917	25,415
7	21,549	24,257	24,864	25,486	25,995
8	22,091	24,799	25,419	26,054	26,576
9	22,632	25,340	25,974	26,623	27,156
10	23,174	25,882	26,530	27,193	27,737
11	23,716	26,423	27,084	27,761	28,316
12	24,257	26,965	27,640	28,331	28,898
13	24,799	27,507	28,195	28,900	29,478
14	25,340	28,048	28,750	29,469	30,058
15	25,882	28,590	29,305	30,038	30,638
16	26,423	29,131	29,860	30,607	31,219
17	26,965	29,673	30,415	31,175	31,799
18	27,507	30,214	30,970	31,744	32,379
19	28,048	31,924	32,723	33,541	34,212
20	28,590	XXXX	XXXX	XXXX	XXXX
21	29,131	XXXX	XXXX	XXXX	XXXX
22	29,673	XXXX	XXXX	XXXX	XXXX
23	30,214	XXXX	XXXX	XXXX	XXXX
24	30,756	XXXX	XXXX	XXXX	XXXX
25	31,298	XXXX	XXXX	XXXX	XXXX
	18 yr. Longevity 1,200	18 yr. Longevity 1,224 @ 2%	18 yr. Longevity 1,248 @ 2%	18 yr. Longevity 1,273 @ 2%	18 yr. Longevity 1298 @ 2%
	ADD 25 yr. Longevity 6,400	ADD 25 yr. Longevity 6,528 @ 2%	ADD 25 yr. Longevity 6,658 @ 2%	ADD 25 yr. Longevity 6,791 @ 2%	ADD 25 yr. Longevity 6927 @ 2%
	XXXX	ADD 26 yr. Longevity 2,000 (NEW)	ADD 26 yr. Longevity 2,040 @ 2%	ADD 26 yr. Longevity 2,081 @ 2%	ADD 26 yr. Longevity 2123 @ 2%
	<b>\$45 PER CREDIT</b>	<b>\$45 PER CREDIT</b>	<b>\$50 PER CREDIT</b>	<b>\$50 PER CREDIT</b>	<b>\$50 PER CREDIT</b>
	15 credits = 675	15 credits = 675	15 credits = 750	15 credits = 750	15 credits = 750
	30 credits = 1,350	30 credits = 1,350	30 credits = 1,500	30 credits = 1,500	30 credits = 1,500
	45 credits = 2,025	45 credits = 2,025	45 credits = 2,250	45 credits = 2,250	45 credits = 2,250
	60 credits = 2,700	60 credits = 2,700	60 credits = 3,000	60 credits = 3,000	60 credits = 3,000
	75 credits = 3,375	75 credits = 3,375	75 credits = 3,750	75 credits = 3,750	75 credits = 3,750
	90 credits = 4,050	90 credits = 4,050	90 credits = 4,500	90 credits = 4,500	90 credits = 4,500
	120 credits = 5,400	120 credits = 5,400	120 credits = 6,000	120 credits = 6,000	120 credits = 6,000

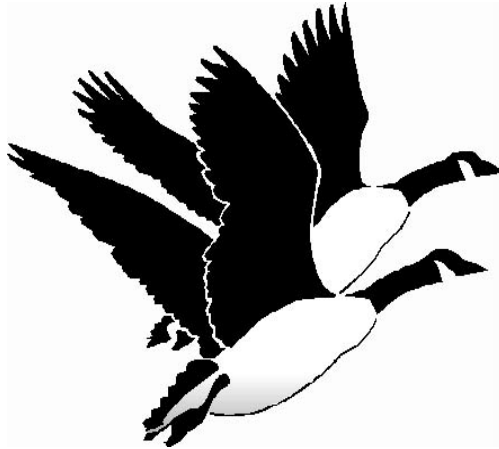
<b>School Monitors Hourly Rate</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
	\$16/hr	\$17/hr	\$18/hr	\$19/hr



**APPENDIX C**

**EARNED SALARY INCREASE GUIDELINES**

Rondout Valley Central School District  
P.O. Box 9  
Accord, New York



Guidelines for  
Earned Salary Increase  
In-service Credit Approvals  
Conferences  
And  
Documentation

BOE meeting: March 8, 2022

Updated: February 2022

## Overview

The Rondout Valley Central School District strongly endorses the professional development standards proposed by the New York State Education Department. Specifically, we want to establish a commitment to raising the knowledge, skills, and opportunities of our educators, in order to improve instruction and student achievement. The District believes in building our capacity through a focus on two essential core beliefs:

- Effective professional development will foster a culture of continuous improvement for all engaged in the learning endeavor.
- Professional development is most effective when it is job embedded, directly relevant to classroom practice, provided over time, and when it provides opportunity for practice of new strategies, time to reflect on changes, and time to integrate new learning into the teaching practice.

In-service courses will be offered to support professionals in developing skills in their area of specialization and interest.

### **In-Service Credit Procedures**

- (A) Professional staff members may acquire in-service credit [one (1) in-service credit per an accumulation of 15 hours] through attendance and participation in workshops, which have been **pre-approved** by the Assistant Superintendent of Schools & Operations. An accumulation of fifteen (15) hours of workshops including but not limited to those offered by the Rondout Valley Central School District, Ulster BOCES and/or the Mid-Hudson Teacher's Center will be considered eligible if the workshops are directly related to the Professional staff members' assignment area and are scheduled for non-working hours. **Mylearningplan.com** lists the catalogs and workshops available.

A Request for In-service Credit form must be submitted and approved prior to attendance at a workshop if in-service credit is to be eligible for future salary adjustments.

Note: One (1) in-service credit equals an accumulation of 15 hours of workshops related to instructional area.

- (B) The following procedures are to be followed to obtain in-service credit:

1. Approval of Course/Workshop: Please complete a request for approval of a workshop at least two weeks before the workshop is scheduled by logging onto **mylearningplan.com** and using the Request for In-service Credit form. Also, please attach a brochure or include a detailed description of the workshop and forward to the Assistant Superintendent of Schools & Operations if the workshop requested is not listed in the catalogs on **mylearningplan.com**. The Assistant Superintendent of Schools & Operations will review the request.
2. All participants in a workshop are expected to sign in for documentation purposes.
3. Submitting Confirmation of Attendance at Workshops: Upon completion of an approved workshop, please submit documentation to the Assistant Superintendent of Schools & Operations. This office will retain copies for a minimum of three (3) years.
4. District delivered in-service course offerings  
Our goal is to establish a series of high-quality in-service courses for our staff. Additionally, it is our belief that this model will promote and encourage the proliferation

of professional learning communities within and across multiple grade levels, content areas, and schools.

The district in-service process will function as follows:

- I. Our Professional staff members will develop in-service proposals for courses that they have an interest in delivering to our staff. Each course will have a maximum of 10 attendees. The *Instructor In-service Course Proposal Form* is provided in Appendix A.
  - a. For targeted audiences of Intermediate, Junior High, and High School staff ONLY, instructors will provide: Two (2) three (3) hour workshops from 2:45 – 5:45 pm at the District Office on approved dates.
  - b. For targeted audiences of Kerhonkson and Marbletown staff ONLY, instructors will provide: Three (3) two (2) hour workshops from 4:00 – 6:00 pm at the District Office on approved dates.
  - c. For targeted audiences for ALL Buildings, instructors will provide: Three (3) two (2) hour workshops from 4:00 – 6:00 pm at the District Office on approved dates.
- II. Professional staff members whose proposal have been approved, will be paid the following:
  - a. Three (3) hours of prep-time and six (6) hours for teaching the course, for a total of nine (9) hours at the contractual rate.
- III. An *In-Service Committee* consisting of 2 teachers and 2 administrators, including the Assistant Superintendent of Schools & Operations, will review the in-service proposals, interview perspective instructors, and rate the proposals according to the district goals. In-service course offerings will be posted on MyLearningPlan for selection by district staff.
- IV. The in-service courses will be delivered in the spring.
- V. Timeline for In-service course proposals, *In-service Committee*, and In-service courses offered.

In-service course proposals due to the Curriculum and Instruction office	Second week in January
<i>In-service Committee</i> meets and interview instructors that have submitted courses	Last week in January
In-service courses posted and staff can select on a first come first serve basis	Second week in February
In-service courses offered	March – May
Instructors submit final report/information to Curriculum and Instruction office	Second week of June

The in-service course offerings must address one of the following eight (8) areas:

1. Content Knowledge: to acquire the knowledge of the subject matter and curriculum.

2. Instructional Delivery: to improve instructional delivery with the goal of increased student achievement.
3. Preparation: to support the teacher in appropriately designing lesson plans, units, etc.
4. Student Development: to support the application of developmentally appropriate support and instructional strategies.
5. Assessment: to assist in the implementation of assessment techniques, both formative and summative, to measure academic, social or emotional growth.
6. NYS Learning Standards: to prepare professionals in the key shifts that the NYS Learning Standards requires and/or providing training for creating units of study aligned to the NYS Learning Standards.
7. Data Based-Inquiry/Data Teams: to provide professionals with a solid foundation to use data to inform instruction using research-based instruction.
8. Technology Integration: to prepare professionals to utilize and integrate technology in their content area.

### **Requests for Earned Salary Increase**

- (A) Upon completion of the requisite credits for your hiring date and degree status, please forward a *Request for Salary Change* form to the Personnel Office. Requests are to be submitted no later than October 1<sup>st</sup> for inclusion in payroll updates in that year. Full documentation with official transcripts from an accredited college or university and confirmation of completion of approved in-service credit workshops is expected. On the Official Transcript the individual coursework credits must be awarded prior to September 1<sup>st</sup>. The *Request for Salary Change Form* is provided in Appendix B.

**Note:** It is the responsibility of professional staff members to submit evidence of the successful completion of in-service programs and graduate credits for salary purposes to the Personnel Office. Acceptable evidence may include copies of official memorandums denoting completion of in-service programs or copies of certificates of participation from sponsoring in-service program agencies that specify the hours attended. Official graduate transcripts are required from the accrediting graduate institutions. All documentation should be forwarded together with the request.

- (B) The request and documentation will be reviewed and if all the documentation is in order, the Personnel Office will obtain approval from the Superintendent and then all approved payroll changes will be sent to the Central Business Office for processing.
- (C) In-service credit will not be awarded for professional staff members' participation in workshops which occur during the instructional school day. Professional staff members who seek and receive in-service credit for participation in workshops will not be reimbursed for the costs associated with the workshops.

If a professional staff member is **required** to attend a workshop (e.g. during the summer recess months) as a representative of the District, the participant will receive per diem payment (1/200<sup>th</sup>) and the District will pay costs associated with workshops. In-Service credit will not be awarded. (Note: Graduate Credit Option: In lieu of per diem payment (1/200<sup>th</sup>) the teacher may opt to pay tuition costs and receive graduate credit, if available).

Professional staff members registered for pre-approved workshops must attend the entire workshop to receive in-service credit for salary purposes.

### **Request to attend a Conference**

A Conference Request Form is available on [mylearningplan.com](http://mylearningplan.com). After logging onto [mylearningplan.com](http://mylearningplan.com) on the left side will be **Activity Catalogs** listing: District Catalog, MHRIC Catalog, MHTC Catalog and Ulster BOCES. Click on one of these catalogs to enroll.

Then under Activity Catalog there will be **Fill-In Forms**. Select **Conference Request Form** and fill out all information needed. If conference is not listed in any of these catalogs, all information will need to be typed in by user. It is important to send the pre-printed registration form (if the conference is not listed in one of the catalogs) filled out with backup information to the Curriculum Office. Forms should be submitted at least three weeks prior to the conference date to allow enough time for processing. Only after the conference is approved will registration take place. Remember to check [mylearningplan.com](http://mylearningplan.com) to know if the conference has been approved before attending. Please note: After attending the conference, a Conference Summary Report needs to be completed in order for claim forms to be processed.

### **Definitions of terms:**

**Staff Development Days:** These staff development days will supplement traditional Superintendent's Conference Days. Attendance is required as per applicable contracts.

**Graduate Credit:** Graduate credit is defined as credit earned for successfully completing a course at the post Bachelor's degree level at an accredited college or university. Graduate credit is valid as long as the issuing institution considers the course credit valid for application to a program degree. No credits earned prior to the awarding of the Masters degree may be used either independently or in combination with in-service credits for further advancement on the salary schedule.

**In-Service Credit:** In-Service credit is offered by the District when teaching staff complete approved accumulation of 15 hours of workshops related to their instructional areas. Pre-approved in-service credit can also be applied to a *Request for Salary Change* form for a salary adjustment in September of each academic year.

For salary adjustments, the required combinations of graduate and/or in-service credits are grouped as follows for the 5-credit block for teachers.

- 3 graduate credits can be added to 2 approved in-service credits or
- 4 graduate credits can be added to 1 approved in-service credit or
- 5 graduate credits with no in-service credit or
- 10 approved in-service credits equals a 5 credit block

The Office of the Assistant Superintendent of Schools & Operations will retain records of RVCSD in-service credit offerings and attendance for at least three calendar years. However, it is strongly recommended that staff retain photocopies of any documentation they plan to submit for salary adjustments.

**Note:** In-service credit is not approved for courses/workshops taken during the workday, courses/workshops for which the district is paying, or for conferences for which the district is paying. One (1) in-service credit equals an accumulation of 15 hours of workshops related to instructional area. A Request for In-Service form has been developed for approval and documentation of in-service credit as well as attendance at workshops not offered by the Curriculum & Instruction Office. This form is available on [mylearningplan.com](http://mylearningplan.com).

**In-service:** In-service is a general term which can refer to any number of different workshops offered by the RVCSD, professional organizations, etc. These may/or may not

qualify for the 15 hour in-service requirement of a related course for credit that could be applied to salary adjustments. **It is the responsibility of the staff members to obtain pre-approval for in-service that has not been previously approved if they intend to utilize the workshop for salary adjustments.** This is expected to occur before the course is taken, to eliminate any misunderstandings.

If you have any questions, please contact the Assistant Superintendent of Schools & Operations 687-2400 Ext. 4805

Appendix A  
Instructor In-service Course Proposal Form

Presenter:	
Email:	
Title:	
Curriculum Area:	
NYS Learning Standards:	
Target Audience: Choose one: 1) Intermediate, Junior High, and High School staff ONLY 2) Kerhonkson and Marbletown staff ONLY 3) ALL Buildings	
Dates from approved calendar 1 <sup>st</sup> choice: 2 <sup>nd</sup> choice: 3 <sup>rd</sup> choice:	
Time: 1. 2:45 – 5:45 pm Intermediate, Junior High, and High School staff ONLY 2. 4:00 – 6:00 pm Kerhonkson and Marbletown staff ONLY 3. 4:00 – 6:00 pm ALL Buildings	
Course Description:	

Describe how this course is aligned with district goals.	
<p>Course addresses one of the following:</p> <ol style="list-style-type: none"> <li>1. Content Knowledge</li> <li>2. Instructional Delivery</li> <li>3. Preparation</li> <li>4. Student Development</li> <li>5. Assessment</li> <li>6. NYS Learning Standards</li> <li>7. Data Based-Inquiry/Data Teams</li> <li>8. Technology Integration</li> </ol>	
Describe how this course will positively impact the profession.	
Course Requirements of what an attendee needs to bring.	



Appendix B

Request for Salary Change

**Rondout Valley Central School District – Request for Salary Change**

**TO:** Superintendent of Schools

**FROM:** \_\_\_\_\_

**BUILDING** \_\_\_\_\_

This is a request for salary adjustment (From: \_\_\_\_\_ To: \_\_\_\_\_) based on the completion of the graduate and in-service courses listed:

I certify that the above courses have been completed and have attached official transcripts and documentation forms.

*Signature of Employee* \_\_\_\_\_ *Date* \_\_\_\_\_

*I have reviewed the above request and accompanying documentation and approve the following salary adjustment:*

*(Specify # of Credits or Degree Change) From:* \_\_\_\_\_ *To:* \_\_\_\_\_

*Signature of the Superintendent of Schools* \_\_\_\_\_ *Date* \_\_\_\_\_

## **APPENDIX D**

### **COMMISSIONER'S REGULATIONS**

CHAPTER II REGULATIONS OF THE COMMISSIONER

§ 80.33

§ 80.30-80.31

Historical Note

Secs. filed April 1, 1960; repealed, filed Feb. 28, 1974 eff. Feb. 1, 1976.

§ 80.32

Historical Note

Sec. amd. filed Oct. 25, 1965; repealed, filed Nov. 23, 1981 eff. Jan. 1, 1982.

§ 80.33 Supplementary school personnel.

(a) *Teacher aide.* (1) A teacher aide may be assigned by the board of education to assist teachers in such nonteaching duties as:

- (i) managing records, materials and equipment;
- (ii) attending to the physical needs of children; and
- (iii) supervising students and performing such other services as support teaching duties when such services are determined and supervised by teachers.

(b) *Teaching assistant.* (1) Description. A teaching assistant is appointed by a board of education to provide, under the general supervision of a licensed or certified teacher, direct instructional service to students.

(2) Duties. Teaching assistants assist teachers by performing duties such as:

- (i) working with individual pupils or groups of pupils on special instructional projects;
- (ii) providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;
- (iii) assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
- (iv) utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign languages, arts, crafts, music and similar subjects; and
- (v) assisting in related instructional work as required.

(3) License or certificate required. Any person employed as a teaching assistant shall hold one of the following credentials:

(i) Temporary license. Upon application of a superintendent of schools, a temporary license as a teaching assistant may be issued to a person having the qualifications defined in clause (a) of this subparagraph:

(a) Preparation. The candidate shall have completed a four-year high school program or its equivalent. Such study shall be supplemented by training and experience appropriate to the position in question.

(b) The application for this license shall be filed on forms prescribed by the commissioner and shall include the following information: the name and address of the candidate; the candidate's education, related teaching; administrative and/or supervisory experience; occupational and/or practical experience; and other unusual qualifications; a description of the teaching assistant's duties; a description of how the teaching assistant will be supervised; a description of the employing school district's in-service training program for teaching assistants and the professional staff utilizing such personnel; and a description of the district's plan for using teaching assistants.

(c) Time validity. The temporary license shall be valid for one year from date of issuance. No more than two temporary licenses may be issued to the same individual.

(ii) Continuing certificate. Upon application of a superintendent of schools, a continuing certificate as a teaching assistant may be issued to a person having the qualifications defined in clause (a) of this subparagraph:

(a) Preparation. The candidate shall have completed six semester hours of appropriate collegiate study in or related to the field of elementary and/or secondary school service at

**§ 80.33**

**TITLE 8 EDUCATION**

a regionally accredited institution of higher education or at an institution approved by the department. The commissioner may approve alternative preparation as required in this paragraph.

(b) **Experience.** The candidate shall have completed one year of experience as a licensed teaching assistant or as a certified teacher in an approved school.

(c) **Time validity.** The continuing certificate shall be valid continuously, except when the holder thereof has not been regularly employed as a teaching assistant in the public schools of New York for a period of five consecutive years, in which case the validity of the certificate shall lapse.

(c) **Visiting lecturer.** (1) Upon application of a superintendent of schools a temporary license as visiting lecturer may be issued to a person having unusual qualifications in a specific subject to supplement the regular program of instruction.

(2) The request shall be submitted on forms prescribed by the commissioner and shall include the following information:

- (i) the name and address of the candidate;
- (ii) the specific subject for which the license is to be issued;
- (iii) the institutions attended by the candidate, major subject field, degrees or number of semester hours earned, and dates of degrees;
- (iv) the candidate's experience pertinent to the unusual qualifications;
- (v) the program to be supplemented; and
- (vi) the extent of service to be rendered by the visiting lecturer.

(3) **Time validity.** The temporary license shall be valid for one year from date of issuance.

(d) **Authorization for supplementary service in areas for which no certificate exists.** (1) Upon the approval of the Commissioner of Education, a permit may be granted to a school district for employment of a qualified person for a position in the public schools for which no certificate currently exists. The Superintendent of Schools applying for such authorization shall submit:

- (i) a detailed job description outlining the nature of the position;
- (ii) a statement of the qualifications which are deemed necessary for candidates for the position; and
- (iii) a listing of the candidate or candidates holding the necessary qualifications and eligible for appointment to the position if the permit is granted.

(2) **Time validity.** A permit granted pursuant to this section shall be valid for employment in the district for which it is granted for a period not to exceed two years unless further extended by the commissioner for intervals not to exceed five years.

**Historical Note**

Sec. amd. filed July 22, 1969; repealed, new filed Sept. 29, 1970 eff. Feb. 1, 1971.

**§ 80.34**

**Historical Note**

Sec. filed, Oct. 28, 1963; repealed, filed Sept. 29, 1970 eff. Feb. 1, 1971.

**§ 80.35 Employment of retired persons.**

The approval of the Commissioner of Education to the employment of a retired person by any school district (other than the City School District of the City of New York), or by any Board of Cooperative Educational Service or any County Vocational Education and Extension Board, in the unclassified service, shall be obtained in accordance with the following regulations.

(a) The prospective employer shall file with the commissioner a prior request in writing which must certify to the commissioner the following:

