



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

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

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

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

Or contact us:

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

#### **Contract Database Metadata Elements**

Title: **Remsenburg-Speonk Union Free School District and Remsenburg-Speonk Teachers Association (2003)**

Employer Name: **Remsenburg-Speonk Union Free School District**

Union: **Remsenburg-Speonk Teachers Association**

Local:

Effective Date: **07/01/03**

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

PERB ID Number: **6034**

Unit Size: **28**

Number of Pages: **22**

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

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

TA/6034

**REMSENBURG-SPEONK UNION FREE SCHOOL DISTRICT  
EMPLOYMENT AGREEMENT WITH REMSENBURG-SPEONK  
TEACHERS ASSOCIATION FOR THE PERIOD COMMENCING  
JULY 1, 2003 AND ENDING JUNE 30, 2006**

AGREEMENT made the 12<sup>th</sup> day of February, 2004, between  
the President of the Board of Education on behalf of the Board of Education of the  
**REMSENBURG-SPEONK UNION FREE SCHOOL DISTRICT**, Town of  
Southampton, Suffolk County, New York, hereinafter referred to as "District", and  
the **REMSENBURG-SPEONK TEACHERS ASSOCIATION**, hereinafter  
referred to as "Association."

WHEREAS, the parties hereto have conducted negotiations in good faith  
pursuant to the provisions of Article 14 of the Civil Service Law of the State of  
New York:

NOW, THEREFORE WITNESSETH:

1. **RECOGNITION**: The Board of Education hereby recognizes the  
Remsenburg-Speonk Teachers Association as the exclusive bargaining agent for all  
professional employees, except the superintendent and teaching assistants, for the  
maximum period permitted by Article 14 of Civil Service Law of the State of New  
York.

**RECEIVED**

DEC 27 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

2. **DURATION**: This agreement covers the period of three school years commencing July 1, 2003 and terminating June 30, 2006. It is further agreed that the parties shall commence negotiations for a successor contract on or before February 1, 2006.

3. **PROFESSIONAL COMPENSATION**:

A. **INTRODUCTION**: All teachers shall be paid in accordance with the attached salary schedule which is annexed hereto and incorporated herein for the years July 1, 2003 through June 30, 2006.

B. **ADDITIONAL COMPENSATION FOR EARNED CREDITS**:

Teachers of the District who earn additional college credits or take courses through SCOPE, Teacher Center of the Western Hamptons, SUNY Learning Network, or other approved institutions or organizations, and who have received administrative approval prior to taking the courses, shall be entitled to additional compensation.

All courses:

1) must be directly related to the teacher's position in the District. Any coursework not directly related to the teacher's position in the District will be considered for approval by the Superintendent on an individual basis.

2) must be approved by the Superintendent in advance of registration; a form for course approval will be available from Superintendent for this purpose.

3) will only be accepted for increments if they do not exceed a 7/3 ratio for graduate credits (e.g. 7 “in-service” credits to 3 graduate credits equaling 10 credits).

4) will be paid if the teacher does not want the credits for increments to the limit of \$75/credit, not to exceed the total cost of tuition and will be limited to three credits per teacher per year.

5) will entail 15 course hours or equivalent to equal one credit.

All teachers expecting additional compensation for earned credits will submit such intentions in writing by January 30<sup>th</sup> of the preceding year. (For example, by January 30<sup>th</sup> a teacher will submit such intentions to the Superintendent in writing, that he/she expects to move from MA to MA+10 by the next school year, so that adequate funds will be budgeted.)

Such additional compensation shall be calculated in accordance with the attached salary schedule commencing July 1, 2003. Such compensation shall become payable as of September 1<sup>st</sup> or February 1<sup>st</sup>, as the teacher earns additional credits or degrees.

C. **EXTRA COMPENSATION:** Compensation for clubs, extra help sessions before and after school, intramurals, Fourth Grade English Language Arts Workshops, Fourth Grade Math Workshops and tutoring shall be paid at \$40.00 per session.

D. **COMPENSATION FOR CURRICULUM WRITING:** Shall be set at \$250.00 per six hours.

E. **STIPEND FOR THE TECHNOLOGY TEACHER:** Will be annually \$1,750.00 per school year representing payments for duties outside the scope of their responsibility of being employed as a technology teacher in the District.

These extra duties will include:

- 1) Downloading of digital photographs;
- 2) Printing of digital photographs or making them available digitally to anyone on the school staff;
- 3) Maintaining the photographs on the network for a year (so they are available);
- 4) Archiving the year's worth of photos by burning them on to a CD-rom at year's end;
- 5) Creating and presenting digital slideshows of the year's events, using the photographs;
- 6) Burning the slideshow on the archival disk;
- 7) Providing digital photos for public relations;
- 8) Assisting with creating and maintaining a school web-site;
- 9) Providing technology support for staff development and conference presentations.

F. **MENTOR PROGRAM:** If and when a Mentor Program comes into force and effect, both parties agree that participation is strictly voluntary.

4. **EVALUATION:** Teachers will be evaluated in accordance with the attached Annual Professional Performance Review plan as approved by the Board of Education and mandated by the New York State Education Department.

The original copy of a teacher's Annual Professional Performance Review will become part of the teacher's permanent personnel file. A copy will be given

to the teacher. Teachers have the right to review and duplicate the contents of their personnel files.

**5. LEAVES:**

**A. SICK LEAVE:** Teachers in the District shall be entitled to ten (10) days of sick leave per school year, to accumulate to a total of 182 days. Sick leave will apply to personal or family illness. For absences of more than ten (10) consecutive working days, a doctor's note will be required. A teacher has the option to use accumulated sick leave due to physical disability during pregnancy, provided a doctor's note is submitted as substantiation.

In case of dire emergency the Association will be allowed to establish a sick leave bank. The policies of said bank will be formulated by the Association and approved by the District, if and when needed.

**B. PERSONAL LEAVE DAYS:** Teachers in the District shall be entitled to three (3) days of personal leave per school year, application for which leave is to be made to the Superintendent at least three (3) days in advance, except in an emergency situation. For purposes of this agreement, personal leave shall be interpreted as leave taken to attend to important personal matters or pressing personal affairs which cannot be attended to during non-school days or non-working days, or for any death in the family. If additional days are requested, it will be at the discretion of the Superintendent to grant compensation.

**C. ABSENCES BEFORE OR AFTER VACATIONS OR EXTENDED**

**WEEKENDS:**

Only the most urgent need and rarest of circumstances would call for personnel being absent before or after school vacations, or extended weekends. Personal leave days cannot be used for this purpose. Upon returning, the teacher must provide substantiation for his/her absence to the Superintendent. If this evidence is determined not to be satisfactory by the Superintendent, the Board of Education, based upon the Superintendent's recommendation, may make a finding that will result in loss of compensation two (2) times one day's pay.

D. **CHILD CARE LEAVE:** Any teacher upon written request and with District approval, will be granted a leave for the purpose of child care. Child care leave shall be granted for the birth of a child, adoption of a child, or illness of a child. This leave shall be unpaid and will be granted for a period of up to two (2) years, unless an extension would coincide with the school year. Written request must be given sixty (60) days in advance and by April 1<sup>st</sup> if leave is for the following September.

E. **LEAVE OF ABSENCE:** Any teacher, upon written request and with District approval, will be granted a leave of absence without pay for a period up to two (2) years, unless an extension would coincide with the school year. Written

request must be given sixty (60) days in advance and by April 1<sup>st</sup> of leave is for the following September.

N.B. The time of all such leaves (child care/absence) will coincide with the school year or will begin and end at times that are mutually agreed upon by the District and the teacher. Combined leave may not exceed three consecutive years.

While on leave there will be no basis for salary advancement and no claim for salary advancement upon teacher's return, with the exception of an increment for advanced studies, if applicable. The teacher returning after leave will be reinstated in the same or comparable position upon return. Teacher must submit to the District a notice of intent to return to work or to resign ninety (90) days prior to the expiration of the leave.

F. **LEAVES – INSURANCE OPTION:** Teachers have the option to continue to participate in the District's insurance programs, but they must pay their own premiums in advance to the District during all leaves taken, excluding sick leaves.

6. **PROFESSIONAL EMPLOYMENT CONDITIONS:**

A. **TEACHERS' SCHOOL DAY:** For the duration of this agreement, the teachers' school day shall be considered to consist of seven (7) consecutive hours. The extension of fifteen (15) minutes in the length of the school day from the prior contract is an extension of the lunch/recess period time only and is not to include



student instructional time and with reference to the lunch/recess supervision, the staff members to be utilized shall be based upon seniority. In no case will the teachers' school day begin before 8:00 A.M. or end after 4:00 P.M. Teachers are required to be in the building twenty (20) minutes before and report to the rooms at least ten (10) minutes before, their instructional day of six and one quarter (6-1/4) hours begins. Teachers are required to stay at least 10 minutes beyond their instructional day.

Faculty meetings will be held after school for approximately one hour in length per week except in case of an emergency. Anyone working longer than the teachers' school day (i.e., seven (7) hours) for the purpose of attending faculty meetings will receive compensation time at a mutually agreed upon time.

B. **LENGTH OF SCHOOL YEAR:** The teacher work year shall be 182 days. Such days are to fall between September 1<sup>st</sup> and June 30<sup>th</sup> annually.

7. **FRINGE BENEFITS:**

A. **HEALTH INSURANCE:**

1. For the years 2003 – 2004, 2004 – 2005 and 2005 – 2006 the District shall pay 95% of the yearly premium for individual coverage and 90% of the yearly premium for family coverage for the present East End Health Plan or a mutually agreed upon Health Insurance Plan. In addition, the District will pay the full individual or family premium for Excess Major Medical in the amount

necessary to cover co-insurance and deductible in the mutually agreed upon Health Insurance Plan, unless included in the primary policy.

2. If a teacher declines health insurance, the District will pay the disclaimer 50% of the yearly premium paid out by the District for the primary policy for either individual or family coverage, whichever is applicable to the individual declining the insurance, pro-rated from the effective date of withdrawal. The teacher will be entitled to receive this sum at the end of the school year for each year that he/she elects to continue the waiver. The sum will be automatically increased or decreased each year by the same percentage of any increase or decrease in health insurance premiums. If a member wishes to become included under the District Health Insurance Plan coverage, he/she may do so upon giving written notice. If the insurance carrier requires a time period regarding coverage, that shall be considered timely notice. This option is not available to members unless they are covered by another insurance plan.

3. The District agrees to pay the following percentage of the premium for health insurance, individual or family coverage, for any member of the Association who retires during the term of this contract as follows:

Individual	Family
95%	60%

If such member desires to be included in this Health Insurance Plan coverage, he/she may do so by notifying the District in writing prior to the scheduled date of retirement.

B. **LIFE INSURANCE**: The District shall pay the full premium for policy of \$32,000.00 of term life insurance for each employee.

C. **DENTAL INSURANCE**: The District will allow the Association to contract for a Dental Insurance Plan. Said Plan is to be funded entirely by the Association's members.

8. **EMPLOYMENT RETIREMENT PLAN**: Teachers planning to retire must submit a written notification of intent to retire by January 30<sup>th</sup> for the following September. In the event of serious illness (or other catastrophe) the notification date will be waived. Longevity payments for retirees are as follows for teachers with 10 years or more of teaching experience in the District:

After 10 years - \$2,500.00; after 15 years - \$2,500.00 additional; after 20 years - \$2,500.00 additional; after 25 years - \$3,750.00 additional; and after 30 years - \$3,750.00 additional. The limit on longevity payment is up to 30 years with a maximum payment of \$15,000.00.

A one-time payment will be made to the retiree. Funds have to be repaid by teacher if teacher receives monetary benefits and then does not retire from public education in New York State.

9. **GRIEVANCE PROCEDURE**: For purposes of this agreement, a grievance shall be interpreted as an alleged violation or misinterpretation of the provisions of this agreement.

**Procedure:**

**STEP 1:** Within ten (10) days of the alleged occurrence of the act or acts alleged to constitute a grievance, the teacher or the organization acting on his or her behalf shall submit a written statement to the Superintendent setting forth the nature of the grievance, the date or dates of its occurrence, and the provisions of the agreement or policy or other provisions of law alleged to have been violated. The Superintendent shall, within three (3) school days thereafter, confer with the grievant and/or his/her representatives on the matter and shall within three (3) days of such conference issue a determination in writing.

**STEP 2:** In the event the grievant is dissatisfied with the determination of the Superintendent, she/he may within five (5) school days thereafter appeal to the Board of Education for a review of the determination of the Superintendent. The Board of Education shall meet within ten (10) school days thereafter to issue a determination in writing disposing of the grievance. The determination of the Board of Education shall be final and binding on all parties.

10. **DUES DEDUCTION**: The Association will obtain duly executed authorization cards on or before October 1<sup>st</sup> of each school year, authorizing dues deductions from those employees covered by this agreement, which deductions shall be made in twenty (20) equal installments, commencing with the first pay period in September.

11. **JOB ACTION**: The Association agrees that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

12. **LEGISLATIVE ACTION**: Any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore shall not become effective until the appropriate legislative body has given approval.

13. **EXCELLENCE IN TEACHING**: If Excellence in Teaching funds become available, the total amount of the E.I.T. funds will be divided into equal shares for all full time teachers and teaching assistants and pro rata to part time teaching staff. This procedure will continue through the life of this contract until the per person share would reach \$250.00, at which time the article must be redrawn. Funds are to be paid once a year and only as long as the state provides E.I.T. funds.

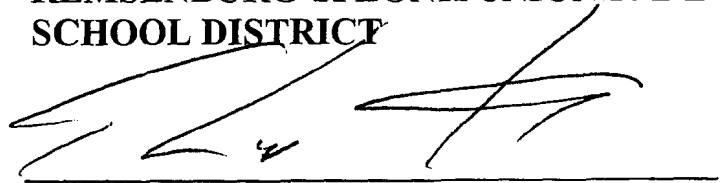
14. **COMPENSATION DUE AND OWING**: Salary and other compensation due and owing shall be retroactive to July 1, 2003.

15. **SUNSET CLAUSE**: All terms and conditions of employment under the existing agreement remain in full force and effect until a successor agreement is reached, except that salaries will remain fixed at the 2005 – 2006 level. If the successor agreement provides for any retroactive payments, such retroactivity shall revert to July 1, 2006. This Sunset Clause will be in full force and effect until the successor agreement, commencing July 1, 2006, has been executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

**REMSENBURG-SPEONK UNION FREE  
SCHOOL DISTRICT**

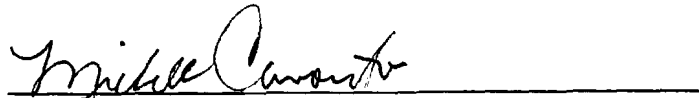
**BY:**



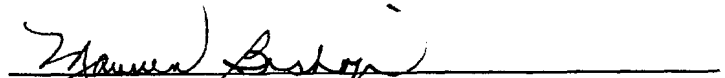
**Thomas Kerr, President**

**REMSENBURG-SPEONK TEACHERS  
ASSOCIATION**

**BY:**



**Michele Cavouto, Co-President**

  
**Maureen Bishop, Co-President**

2003/2004	BA	BA+10	BA+20	A+30/M	MA+10	MA+20	MA+30	MA+40	MA+50	MA+60
1	35700	37639	39579	41518	43457	45397	47336	49275	51215	53154
2	37463	39402	41342	43281	45220	47160	49099	51038	52978	54917
3	39227	41166	43106	45045	46984	48924	50863	52802	54742	56681
4	41166	43106	45045	46984	48924	50863	52802	54742	56681	58620
5	43106	45045	46984	48924	50863	52802	54742	56681	58620	60560
6	45221	47161	49100	51039	52979	54918	56858	58797	60736	62676
7	47337	49277	51216	53155	55095	57034	58973	60913	62852	64791
8	49453	51392	53332	55271	57210	59150	61089	63028	64968	66907
9	51569	53508	55447	57387	59326	61265	63205	65144	67083	69023
10	53684	55624	57563	59502	61442	63381	65321	67260	69199	71139
11	55800	57740	59679	61618	63558	65497	67436	69376	71315	73254
12	57916	59855	61795	63734	65673	67613	69552	71491	73431	75370
13	60032	61971	63910	65850	67789	69728	71668	73607	75546	77486
14	62147	64087	66026	67965	69905	71844	73784	75723	77662	79602
15	64263	66203	68142	70081	72021	73960	75899	77839	79778	81717
16	66379	68318	70258	72197	74136	76076	78015	79954	81894	83833
17	68495	70434	72373	74313	76252	78191	80131	82070	84009	85949
18	70610	72550	74489	76428	78368	80307	82247	84186	86125	88065
19	72726	74666	76605	78544	80484	82423	84362	86302	88241	90180
20	74842	76781	78721	80660	82599	84539	86478	88417	90357	92296
21	76958	78897	80836	82776	84715	86654	88594	90533	92472	94412

Percent Increase: 5.00%

2004/2005	BA	BA+10	BA+20	A+30/M	MA+10	MA+20	MA+30	MA+40	MA+50	MA+60
1	37485	39521	41558	43894	45630	47667	49703	51739	53776	55812
2	39336	41372	43409	45445	47481	49518	51554	53590	55627	57663
3	41188	43225	45261	47297	49334	51370	53406	55443	57479	59515
4	43225	45261	47297	49334	51370	53406	55443	57479	59515	61551
5	45261	47297	49334	51370	53406	55443	57479	59515	61551	63588
6	47482	49519	51555	53591	55628	57664	59700	61737	63773	65809
7	49704	51740	53777	55813	57849	59886	61922	63958	65995	68031
8	51926	53962	55998	58034	60071	62107	64143	66180	68216	70252
9	54147	56183	58220	60256	62292	64329	66365	68401	70438	72474
10	56369	58405	60441	62478	64514	66550	68587	70623	72659	74695
11	58590	60626	62663	64699	66735	68772	70808	72844	74881	76917
12	60812	62848	64884	66921	68957	70993	73030	75066	77102	79139
13	63033	65070	67106	69142	71179	73215	75251	77287	79324	81360
14	65255	67291	69327	71364	73400	75436	77473	79509	81545	83582
15	67476	69513	71549	73585	75622	77658	79694	81731	83767	85803
16	69698	71734	73770	75807	77843	79879	81916	83952	85988	88025
17	71919	73956	75992	78028	80065	82101	84137	86174	88210	90246
18	74141	76177	78214	80250	82286	84323	86359	88395	90431	92468
19	76362	78399	80435	82471	84508	86544	88580	90617	92653	94689
20	78584	80620	82657	84693	86729	88766	90802	92838	94875	96911
21	80806	82842	84878	86914	88951	90987	93023	95060	97096	99132
Percent Increase	5.00%									



2005/2006	BA	BA+10	BA+20	A+30/M	MA+10	MA+20	MA+30	MA+40	MA+50	MA+60
1	39359	41497	43636	45774	47912	50050	52188	54326	56464	58602
2	41303	43441	45579	47717	49855	51994	54132	56270	58408	60546
3	43248	45386	47524	49662	51800	53938	56077	58215	60353	62491
4	45386	47524	49662	51800	53938	56077	58215	60353	62491	64629
5	47524	49662	51800	53938	56077	58215	60353	62491	64629	66767
6	49857	51995	54133	56271	58409	60547	62685	64824	66962	69100
7	52189	54327	56465	58604	60742	62880	65018	67156	69294	71432
8	54522	56660	58798	60936	63074	65212	67351	69489	71627	73765
9	56854	58993	61131	63269	65407	67545	69683	71821	73960	76098
10	59187	61325	63463	65601	67740	69878	72016	74154	76292	78430
11	61520	63658	65796	67934	70072	72210	74348	76487	78625	80763
12	63852	65990	68129	70267	72405	74543	76681	78819	80957	83095
13	66185	68323	70461	72599	74737	76876	79014	81152	83290	85428
14	68518	70656	72794	74932	77070	79208	81346	83484	85623	87761
15	70850	72988	75126	77265	79403	81541	83679	85817	87955	90093
16	73183	75321	77459	79597	81735	83873	86012	88150	90288	92426
17	75515	77653	79792	81930	84068	86206	88344	90482	92620	94759
18	77848	79986	82124	84262	86400	88539	90677	92815	94953	97091
19	80181	82319	84457	86595	88733	90871	93009	95148	97286	99424
20	82513	84651	86789	88928	91066	93204	95342	97480	99618	101756
21	84846	86984	89122	91260	93398	95536	97675	99813	101951	104089

Percent increase 5.00%



## **REMSENBURG-SPEONK UNION FREE SCHOOL DISTRICT ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN**

The Remsenburg-Speonk Union Free School District Annual Professional Performance Review Plan is a multi-year plan, to commence September, 2000, and run through June 30, 2005. The Annual Professional Review Plan will be reviewed/revised on an annual basis by a committee composed of instructional staff; the Superintendent, or his/her designee/s; and a parent, if available.

In the course of this multi-year plan, all of the eight criteria following will be assessed, based on individual plans established between the Superintendent, or his/her designee/s, and each other.

### **I. Criteria for Evaluation**

The teacher evaluation criteria shall include, but are not limited to, the following areas:

- A. Content knowledge of subject matter and curriculum,
- B. Preparation employing necessary pedagogical practices to support instruction,
- C. Instructional delivery that results in active student involvement and meaningful lessons that result in student learning,
- D. Classroom management supportive of diverse student learning needs which creates a supportive learning environment conducive to student learning,
- E. Knowledge of student development and appreciation of diversity and regular application of developmentally appropriate instructional strategies.
- F. Student assessment techniques based upon appropriate learning Standards (benchmarks),

- G. Collaborative relationships that are effective with students, parents or caregivers, and support personnel, and
- H. Reflective and responsive practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of instruction and assessment.

**II. Methods to be used for Teacher Assessment**

Methods used for teacher assessment may include, but are not limited to, the following:

- A. evidence of planning and preparation (lesson planbooks)
- B. formal classroom observation for non-tenured teachers
- C. Professional Growth Option for tenured teachers
- D. self-review and reflection
- E. peer coaching/mentoring/review
- F. annual performance evaluation by superintendent

**III. Methods to Be Used for Assessment of Provisionally/Initially Certified Teachers**

For teachers with provisional/transitional certificates, evaluation will be based on a portfolio review. Methods of portfolio assessment may include, but are not limited to, the following:

- A. a video of teaching
- B. sample lesson plans
- C. sample of student work
- D. student assessments instruments
- E. teacher's reflections of classroom performance

#### **IV. Methods to Address Unsatisfactory Teacher Performance**

Methods to address unsatisfactory teacher performance may include, but are not limited to, the following:

- A. mentor assigned by superintendent
- B. clinical supervision
- C. attendance at workshops and conferences
- D. self-review and reflection

#### **V. Responsibility for Annual Professional Performance Reviews**

The Superintendent, or his/her designee/s, will evaluate all teachers and Provide each teacher with written documentation of the Annual Professional Performance Review.

#### **VI. Training for Staff in Conducting Annual Professional Performance Reviews**

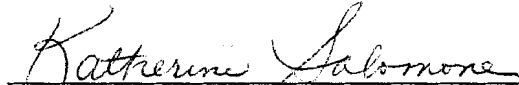
The Superintendent, or his/her designee/s, will attend conferences and or workshops on teacher assessment and evaluation.

**VI. Adoption of the Annual Professional Performance Review Plan by the Board of Education**

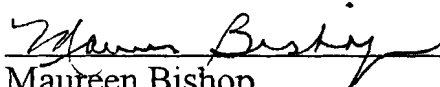
The Remsenburg-Speonk Board of Education adopted the Annual Professional Performance Review Plan, created by a committee of instructional staff, the Superintendent, Director of Special Education, and a parent, on 10/23/00.



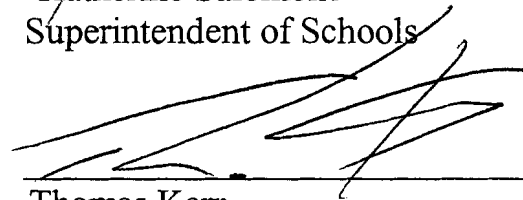
Michele Cavouto  
Teachers Association Co-President



Katherine Salomone  
Superintendent of Schools



Maureen Bishop  
Teachers' Association Co-President



Thomas Kerr  
President, Board of Education

