# COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF THE WAPPINGERS CENTRAL SCHOOL DISTRICT AND THE WAPPINGERS CONGRESS OF TEACHERS

July 1, 2022 Through June 30, 2027



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# ARTICLE 1 PREAMBLE

1.1 In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective harmonious working relationships between the Wappingers Central School District (hereinafter referred to as the "District") and its unit members represented by the Wappingers Congress of Teachers (hereinafter referred to as the "Congress"), and to enable such unit members to more fully participate in and contribute to the development of policies for the District so that the cause of public education may best be served in the District, this Agreement is made and entered into as of July 1, 2022, unless otherwise stated herein, by and between the District and the Congress.

# ARTICLE 2 RECOGNITION

- 2.1 The District has recognized the Congress as the exclusive bargaining agent for a negotiating unit defined as classroom teachers, special area teachers, teachers-in-charge, librarians, guidance counselors, speech therapists, school psychologists, school social workers, regular substitutes, occupational therapists, physical therapists, occupational therapy assistants, and physical therapy assistants (hereinafter referred to as "unit members").
- 2.2 The District shall negotiate only with the Congress until such time as the Congress is replaced by another recognized or certified bargaining agent.

# ARTICLE 3 CONGRESS RIGHTS

#### 3.1 Deductions

Bimonthly, throughout the school year, the District agrees to deduct Congress dues, VOTE/COPE contributions, NYSUT Member Benefits payments, and United Way contributions from the salaries of unit members and to transmit these monies promptly to the appropriate agencies. Such deductions shall continue until revoked in writing. Authorizations for deductions for Congress dues, VOTE/COPE contributions, and NYSUT Member Benefits payments shall be made on forms prepared by the Congress and approved by the District. Newly hired unit members shall have 30 days after the first date of paid employment in which to present dues deduction authorizations to the District.

#### 3.2 Congress Representatives

In each school building, duly authorized Congress representatives shall be permitted to transact official business on school property provided that such transactions shall not interfere with or interrupt normal school operations, administration, or classroom instruction.

#### 3.3 Meetings

The Congress shall have the use of building facilities for the purpose of meetings during the times when the buildings are manned by a custodial staff, provided permission is obtained reasonably in advance from the Building Principal and provided such use does not interfere with the instructional programs or previously scheduled programs. Such permission shall not be unreasonably withheld.

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#### 3.4 Bulletin Boards - Mail Boxes

The Congress shall have the use of bulletin boards located in areas designated as faculty work rooms and, also, individual unit members' mailboxes. The Congress shall have use of District email systems for the limited purpose of informing the membership and/or individual unit member(s) of Congress meetings with the following restrictions: (1) No attachments are to be included with the meeting notification; (2) Existing email distribution limitations apply; (3) Will be limited to the Congress President and Congress Officers, and Building Representatives; (4) Subject to existing mailbox capacity limits; and (5) Subject to the terms of the District's Internet Safety Policy and Staff Computer User Agreement.

#### 3.5 Orientation Program

On or before May 1 of each year, the Congress, through the Educational Development Committee, may present to the Superintendent of Schools a proposed orientation program for the commencement of the forthcoming school year.

#### 3.6 District-Wide Committees

A. The Congress shall select the unit members for all District-wide committees sponsored by the Board of Education. For the purpose of this section, a District-wide committee shall be one which consists of equal numbers of board members and/or administrators and unit members and which is established for the purpose of issuing public reports. Such committees may also include community representatives.

In the event a committee is established by the Board through an open call for volunteers, the Congress shall have the right to designate a reasonable number of unit member representatives.

B. In addition to the committees established pursuant to paragraph A of this section, the President of the Congress and two members designated by the Congress President shall meet periodically with the Superintendent and two administrators designated by Superintendent to discuss matters of mutual concern.

#### 3.7 No Reprisals

Neither the Congress nor the District shall take any action against any unit member because of the unit member's activities or lack of activity on behalf of the Congress.

#### 3.8 Union Leave

A. Effective with the 2021-22 school year, the following shall apply to the teaching duties of the Congress President (a) if the President is a secondary teacher s/he shall be required to teach only two periods a day and shall be relieved of all other institutional or supervisory responsibilities, or (b) if the President is an elementary teacher s/he shall be assigned as an Academic Intervention Services teacher for the first ninety (90) minutes of each school day, and shall be relieved of all other institutional or supervisory responsibilities. Changes in scheduling as a result of this section shall occur only on the first day of each school year at the elementary level and on the first day of a semester (in the case of semester courses) at the secondary level.

B. The District, in its sole discretion, may provide additional release time, without charge to leave credits, to members of the Congress to attend conventions and conferences of the New York State United



Teachers or its affiliated organizations. Application for such release time shall be made to the Director of Human Resources.

#### 3.9 School Calendar

The Superintendent of Schools shall meet with the Congress to discuss the school calendar for the following year, with respect to placement and purpose of the work days, prior to the Superintendent's meeting with other superintendents of the county. After the meeting of the county superintendents, the proposed calendar shall be presented to a committee of the Congress. The Congress shall then have an opportunity to discuss unresolved calendar matters with the Superintendent of Schools.

#### 3.10 Copies of Agreement

All unit members now employed or hereafter employed by the District shall be given copies of this Agreement. A reasonable number of copies of the District's by-laws shall be reproduced at the District's expense and given to the Congress, when ready.

# ARTICLE 4 TEACHERS' RESPONSIBILITIES

- **4.1** The following duty areas shall be included in the teachers' work day:
- A. Classroom instruction and related preparation, which shall be considered the primary job of the teacher;
- B. Tutorial function;
- C. Supervision:
  - (1) General responsibilities such as in-building and on-ground discipline as the need arises, attendance taking where appropriate in the areas of teaching and assigned duties, and protection of school property.
  - (2) Assigned Duties Teachers shall be given a list of assigned duties by May 15 of each year and may indicate by the last day of school their preference for the following year's duty assignment. Consideration will be given to honoring such requests, but the ultimate assignment decision shall be made by the building principal. Assigned duties shall include, in addition to teaching duties, such duties as proctoring, bus duty, hall duty, cafeteria, homeroom, playground supervision, library duty, emergency duties, and study hall. In addition, teachers may be assigned solely on a voluntary basis to a tutorial/study hall, at which students may receive additional instruction.
- D. Communication
  - (1) Parent
  - (2) Community
  - (3) Staff
- E. Professional responsibilities:
  - (1) Curriculum Development
  - (2) Budget Development
  - (3) Building staff meetings
  - (4) District staff meetings

B F.G.

# ARTICLE 5 POSTING OF VACANCIES

- 5.1 All vacancies in professional positions, other than classroom teaching positions, shall be publicized as follows:
- A. Notice of the opening shall be emailed to unit members publicized in the individual school bulletins and posted on the faculty/staff bulletin boards at least five school days before the vacancy is filled, except in emergency situations, where said date of anticipated appointment shall be announced. The Congress President shall receive copies of all posted notices and it shall be the Congress President's responsibility to inform the members of the Congress of the posted notices.
- B. The announcement shall clearly stipulate the qualifications for the position. All unit members who possess the stated qualifications, without regard to age, race, creed, religion, sex, or marital status, shall be permitted to file a written application within the time limit.
- C. An applicant who does not meet the qualifications will not be appointed. When, as determined solely by the District, the qualifications of applicants are substantially equal, preference will be given to current unit members. The District reserves the right to reject all applications and republicize the vacancy.
- D. In the event that a vacancy occurs during the summer vacation for a non-classroom unit position, notice thereof shall be posted in all administrative offices of the District and a copy sent to the Congress President via the mail.
- 5.2 Listings of teacher openings are to be sent interoffice to the Congress President at least five school days before such positions are filled.

# ARTICLE 6 TEACHING CONDITIONS

#### 6.1 School Year

Effective July 1, 2017, the school calendar shall not contain more than 189 days. Any day of teacher attendance shall be a working day. The District shall compensate unit members at the rate of 1/200 of their salaries per diem for each working day in excess of 184 days. Should there be a 184<sup>th</sup> work day during the course of a school year, such day shall be used for professional development. The District in collaboration with the WCT shall schedule professional development days.

#### 6.2 School Day

The basic length of the school day shall be 7 hours. There may be one building faculty meeting each month of the school year, to be scheduled on the first Monday. Faculty meetings will be scheduled for one hour in duration. Additional meetings may be held in the event that an emergency situation arises that cannot be resolved during a regularly scheduled meeting or requires resolution prior to the next regularly scheduled meeting. An agenda for the faculty meeting will be distributed to unit members by the end of the teacher work day on the Friday preceding the faculty meeting.

Grade 6 teachers assigned to provide instruction to students in the junior high schools shall be given no less than one preparation period for every three teaching days of the six- day cycle. Such preparation period shall be in addition to any other time to which the teachers may be entitled in accordance with

6.3B. In the event that secondary school scheduling is changed by the District, the Congress and District shall agree upon comparable scheduling for the 6th grade teacher consistent with the foregoing.

A joint committee shall be established by the District and the Congress to recommend revisions regarding scheduling of Grade 6 teachers in the junior high schools or middle schools, subject to the agreement of the District and the Congress. Such committee shall be comprised of three representatives appointed by the District and three representatives appointed by the Congress. In addition, the District shall appoint a chairperson of the committee, who shall serve as the seventh committee member.

#### 6.3 Teaching Assignments

- A.(1) The class load for all secondary school teachers (with the exception of Orchard View Alternate School) shall be five assigned teaching periods, one duty period, and one duty-free uninterrupted lunch period per day. Secondary teachers at Orchard View Alternate School shall be entitled to the same daily and weekly preparation time and lunchtime as other secondary school teachers. Teachers will work in collaboration with administrators to develop an alternative type schedule if initiated by the District. A full-time teacher of five classes per day shall not be assigned more than 150 students. Those teachers who have been assigned fewer than five teaching periods in a day (or 20 in a week) may be assigned additional duty periods. Within the limits established by Section 6.2, teachers may, in addition, be assigned to homeroom or an equivalent duty period either before classes begin or at the end of the school day. The schedule for physical education teachers shall be no more than 28 assigned periods per week. The entire 28 periods may be teaching periods. Secondary school teachers shall not be provided with preparation time on Superintendent's Conference days. Lunch on a Superintendent Conference day shall be one (1) hour.
- (2) Upon notice to the Congress, the District may contact secondary teachers for the purpose of requesting that they teach a sixth class. Such requests shall be made only in an emergency or when the District is unable to hire a certified and qualified teacher to teach the class. Such assignments may be implemented only with the teacher's consent to so serve, shall last no longer than one school year, and shall be subject to the approval of the Board of Education. A teacher who so serves shall be relieved from duty and compensated \$10,000 for a full year. Such payment shall be pro-rated for less than a full year.
- (3) Science teachers assigned to teach classes without laboratory sessions may also be assigned one class with laboratory sessions for an average class load of five and one-half periods per day. A teacher who so serves shall be compensated one-tenth of his/her annual salary.
- (4) The District shall have the discretion to implement a nine (9) period day at the High School provided that the structure of the day is similar to that which exists in the Middle School. If implemented, the structure of the nine (9) period day will be reviewed by the parties annually.
- B. All elementary school teachers, shall receive not less than a 40 minute uninterrupted preparation period daily. In addition, teachers will have a 45 minute uninterrupted lunch period. If an elementary teacher is required to meet with the principal or any other administrator during their preparation period, regardless of the length of the meeting, the elementary teacher will be compensated at a rate of \$40.00. Twenty-four (24) hour notice of such a meeting is necessary. No elementary teacher shall perform cafeteria duty except in an emergency. In an emergency, elementary teachers may be asked to remain until school buses have departed, without additional compensation. Elementary teachers shall not be provided with preparation time on Superintendent's Conference days. Lunch on a Superintendent Conference day shall be one (1) hour.



C. Each physical education teacher shall have a daily duty- free lunch period and shall have, on an average, a preparation period each day.

#### 6.4 Assignments

Not later than May 30th of each year, each teacher will be notified as to the nature of his/her assignment for the following year to provide an opportunity to discuss such assignment with his/her Coordinator and/or Building Principal. The Principal and/or Coordinator will, on request, discuss with the teacher the reasons for the assignment and consider any requests for change of assignment from the teacher. Should re-scheduling become necessary over the summer, the teacher shall be promptly notified by mail and be given an opportunity to consult with his/her Coordinator and/or Building Principal. Final authority for assignments shall rest with the Coordinator or Building Principal.

#### 6.5 Classroom Condition

Classes will not be held in any room in which conditions are below minimal health and safety standards as determined by appropriate public authority.

#### 6.6 Faculty Rooms

The District will make every reasonable effort to see that each school has adequate lavatory facilities for faculty use only and at least one room designated as a faculty work room.

#### 6.7 Curriculum Changes

The District will make every reasonable effort to include unit members in the consideration of curriculum changes.

#### 6.8 Class Size

#### **Elementary Grades**

A.(1) With the exception of self-contained classes, inclusion classes described in C below, large group instruction classes, such as, but not limited to, music (chorus, band, or orchestra) and physical education, it shall be the policy of the District to maintain the following loading limitations:

 Kindergarten & Grade 1
 - 25

 Grades 2 & 3
 - 26

 Grades 4 - 6
 - 27

- (2) However, prior to October 1st of each school year, class loading limitations may be increased subject to the following:
  - (a) No individual classroom shall be increased by more than two students above the class loading limitations;
  - (b) On a building-wide basis, the total number of students above the loading limits shall not exceed the number of elementary classrooms to which the loading limitations apply, divided by two.



- (3) On or after October 1st of each school year, increases above class loading limits in any individual class due to new enrollees shall be limited to two when there is room in a contiguous school to accommodate the enrollee and when such assignment does not result in family hardship.
- (4) The foregoing limits can be exceeded for mainstreamed students who are assigned for a single instructional period.
- (5) The District recognizes that "break out" areas may be an important part of the proper functioning of inclusion programs.
- (6) Special area teachers may be assigned up to eighteen (18) class sections in a six (6) school day cycle. In the event a special area teacher is assigned a nineteenth section, the teacher shall receive additional compensation of \$4,000 per year (pro-rated for less than a full school year).
- B. Within an elementary building, every reasonable effort will be made to equalize classes, provided, however, that after consultation with the affected teachers, differences in class size based upon educational considerations may be appropriate.
- C. An elementary inclusion class staffed full-time with 1 regular education teacher, 1 special education teacher, and 1 teaching assistant shall have a maximum class size of 32.

#### Secondary Grades

- D. With the exception of distance learning, self-contained, and large group instruction classes, such as, but not limited to, team teaching, music (chorus, band, or orchestra), and physical education, classes in grades 7-12 will be developed so as not to exceed a maximum class size average of 30 students per class computed as of October 1 of each school year on a per building basis.
- E. Physical education classes shall have a maximum of 45 students per class at the secondary level.

#### All Grades

- F. The District shall provide special education and related services to classified students in an amount appropriate to the types of services and individual needs of each student and shall comply with all statutory requirements regarding the number of classified students in any type class.
- G. The parties recognize that, because of changing laws, regulations, judicial, and quasi-judicial decisions, flexibility is needed in the determination of the make-up of class configurations. In the event that configurations other than those specifically set forth herein are deemed necessary by the District, upon at least 60 days written notice to the Congress, the parties shall enter into good faith negotiations to resolve the matter of the impact of such different configurations.
- H. The District and the Congress agree that smaller class size is advantageous to education. Both parties agree to the establishment of a joint committee to review class size issues. Such Committee shall be comprised of six representatives appointed by the District and six representatives appointed by the Congress, shall be formed after the completion of redistricting, and shall, within 90 days, make recommendations to the Board of Education designed to reduce and maintain smaller class sizes at all levels. The Board of Education will give serious consideration to these recommendations.



#### 6.9 Teachers-in-Charge

"Teachers-in-Charge" shall have five classes, one lunch period, and one duty period as described in Section 6.3. The daily duty period for the "teachers-in-charge" will be for departmental duties or emergency substituting.

#### 6.10 Substitutes

Every effort will be made to hire substitutes for absent teachers. In the event a teacher is required in a case where it is impossible to obtain a substitute to give up a preparation period in order to substitute, the teacher will be compensated at the rate of \$40 for each such preparation period. Only unit members with a designated preparation period in their daily schedule shall be eligible for payment for providing emergency substitute services. Nothing herein shall limit the District's right to assign any unit member to provide emergency substitute services during his/her work day without additional compensation except during the unit member's preparation period. However, school administrators shall not assign unit members without a designated preparation period to provide emergency substitute services if a unit member in the school who does have a designated preparation period is available to provide such services. The District shall not require any unit member to forfeit his/her scheduled lunch period to provide emergency substitute services.

#### 6.11 Double Sessions

In the event of a double session, additional special teachers shall be hired in proportion to the enrollment and no special teacher shall be assigned to extra classes beyond the usual number taught in a regular session. In every building in which there is a double session, there shall be rooms exclusively used for music and rooms exclusively used for art.

#### 6.12 End of School Year

Elementary children shall be in attendance for half days during the last three days of the school year.

#### 6.13 Resource Rooms

Every effort shall be made, where the need exists, to have a resource room in each building.

#### 6.14 Enrollment Adjustments

The District shall make initial enrollment adjustments by the end of September.

#### 6.15 Music and Art

In developing plans for new elementary schools, the District shall attempt to adapt some classrooms for music and art. This shall not compel the District to adapt classrooms for music and art exclusively.

#### 6.16 Technology, Maintenance

On a building basis, an average of one period per week released from duty per technology teacher shall be allocated under the supervision of and at the discretion of the Building Principal.



#### 6.17 Libraries

The District, recognizing the need and educational soundness of good libraries, will maintain at least one full-time certified librarian at each elementary school.

#### 6.18 Proctoring

Proctoring assignments for final exams at the secondary level shall be distributed equitably among the teaching staff. Adaptive testing shall be considered as part of an individual teacher's proctoring assignment.

#### 6.19 School Events

All unit members will be admitted free of charge to all District school sponsored events.

#### 6.20 Budgets

The Building Principal and Coordinator shall discuss proposed changes in the instructional budget with teachers from each building and, during the summer, with the teachers' representative from each building, if available.

#### 6.21 Conference Days

- A. Subject to the availability of funds as hereinafter set forth, each school year each unit member shall be eligible to apply for professional conference days outside the District, provided, however, that requests for more than one conference day in any given school year shall be approved at the sole discretion of the Building Principal. Up to one-half of the total annual monies allocated to each building shall be made available for use in such building prior to the end of the first semester and the remaining balance of the monies allocated to each building shall be made available for use in such building during the second semester. Requests for attendance shall be made to the Building Principal at least two weeks in advance. Such days shall be noncumulative. Monies for expenses shall cover all approved costs for lodging, transportation, and registration fees (exclusive of membership fees). Meal costs shall be paid by the District up to a maximum of \$50 for a full conference and shall otherwise be within Board policy.
- B. No more than two percent of the members of the bargaining unit may be absent on conference leave on any day and the granting of such days is subject to the reasonable operating needs of the District.
- C. The sum of \$50,000 shall be made available each school year for unit member-initiated conferences, such sum to be distributed on a full-time equivalent basis.

#### 6.22 Release Time for Special Education Teachers

Effective with the 2022-23 school year, Special Education teachers who have five (5) or more individualized education plans (IEPs) to write shall be granted one day of release time for the purposes of such IEP writing. Speech therapists, school social workers, school psychologists, occupational therapists, and physical therapists and adaptive physical education teachers (APE) responsible for input on more than 25 IEPs shall be granted one day of release time for the purpose of such IEP input. The day upon which such release time will be taken must be approved in advance by the building principal. During such release time, the unit member must be physically present in a school building and must be working on IEPs. Whenever a Special Education teacher has 10 or more IEPs to write, one additional release day shall be granted by the Director of Special Education.

#### 6.23 Teacher Websites

Effective July 1, 2022, all unit members shall be required to maintain an updated website which shall, at a minimum, include the unit member's email and telephone contact information, daily schedule, a supply list for each class taught, homework policy, grading policy, classroom rules and expectations, syllabus, and optional educational links of the unit member's choice.

Elementary teachers (grades K-6) shall be required to post major assignments and/or notifications of assessments. Elementary teachers may choose to post such assignments and notifications of assessments through Google Classroom if that is the modus operandi for the unit member's class of students.

Secondary teachers (grades 7-12) shall be required to maintain and make available to parents an active gradebook in the district provided 'student management system.' Parents must be able to access and view major assignments and assessments in the gradebook for their student(s).

The District shall set to default: "allow parents access for assignments" in the district provided 'student management system.'

#### 6.24 Secondary Student Advisory Program

Unit members assigned to a secondary school may be required to serve in the secondary student advisory program. Prior to implementation of the program, the District and the Union shall meet to finalize the program. The student advisory program shall have a standing advisory committee.

#### 6.25 Dress

Unit members are considered representatives of the District. As such, each unit member is expected to dress appropriately for his/her assigned work. However, it is understood that specific duties or events may at times warrant casual attire.

#### 6.26 Meetings

If an administrator or teacher determines that it is necessary to schedule a meeting at which a teacher must be present, such meeting will be scheduled at a mutually agreed upon time and date. However, there may be instances in which an administrator may, in the absence of a mutually agreed upon time and date, establish the time and date of such meeting, within the parameters of the teacher work day.

#### 6.27 Human Resources Inquiries

The office of Human Resources will respond to member emails and/or phone calls within 10 days to give an answer to a member's question/concern. Where such questions/concerns require more than 10 days to obtain an answer, the office of Human Resources will respond to the member within the 10 days to let the member know of the status of the inquiry and to offer an expected time frame to receive an answer.



# ARTICLE 7 TEACHERS-IN-CHARGE

- 7.1 Teachers-in-charge shall receive an annual stipend of \$3,200 effective July 1, 2022, \$3,252 effective July 1, 2023, \$3,304 effective July 1, 2024, \$3,359 effective July 1, 2025, and \$3,418 effective July 1, 2026. This stipend is in addition to what they would receive in their normal placement on the salary schedule.
- 7.2 The Coordinator and Building Principal shall jointly recommend to the Superintendent of Schools the necessity for additional professional help during July and August.
- 7.3 If the Superintendent of Schools concurs with the recommendations, the Superintendent shall request from the Board of Education approval to employ the required teachers-in-charge.
- 7.4 Upon approval of the Board of Education, the Coordinator shall notify the teacher-in-charge on or before July 1st of the minimum number of days of employment between July 1st and August 31st.
- 7.5 Those teachers-in-charge who are selected to work during July and August shall receive 1/200th of their salary, including the stipend, for each day worked.
- 7.6 The duties and responsibilities of the teacher-in-charge will be developed by mutual agreement and made a part of the by-laws of the District.

# ARTICLE 8 SALARIES

8.1 Unit members shall be paid in accordance with the salary schedules attached hereto as Appendices I, II, III, IV, and V. Unit members will be advanced to the appropriate salary schedule in accordance with their education, training, years of experience, and performance in the District.

Effective July 1, 2022, rows 1-21 of the salary schedule shall be increased by 1.6%. The payment for every three credits above the column shall increase to \$203.

Effective July 1, 2023, rows 1-21 of the salary schedule shall be increased by 1.6%. The payment for every three credits above the column shall increase to \$206.

Effective July 1, 2024, rows 1-21 of the salary schedule shall be increased by 1.6%. The payment for every three credits above the column shall increase to \$209.

Effective July 1, 2025, rows 1-21 of the salary schedule shall be increased by 1.65%. The payment for every three credits above the column shall increase to \$212.

Effective July 1, 2026, rows 1-21 of the salary schedule shall be increased by 1.75%. The payment for every three credits above the column shall increase to \$215.



Any unit member who has been on the top step of the salary schedule for four or more years shall receive an addition to salary in the following amount for the year indicated:

2022-2023:	\$12,150
2023-2024:	\$12,650
2024-2025	\$13,150
2025-2026	\$13,650
2026-2027	\$14,150

Any unit member who has been on the top step of the salary schedule for six or more years shall receive an addition to salary in the following amount for the year indicated:

2022-2023:	\$5,500
2023-2024:	\$6,000
2024-2025	\$6,500
2025-2026	\$7,000
2026-2027	\$7,500

Effective July 1, 2022, occupational therapists and physical therapists shall be placed on the applicable teachers' salary schedule according to their degree and graduate credits. For those occupational therapists and physical therapists working for the District as of June 30, 2022, their respective salary schedule placement effective July 1, 2022 is set forth in Appendix A.

Therapist Assistants shall be paid in accordance with the salary schedules attached hereto as Appendix V. Any Therapist Assistant on Step 17 of the salary schedule for three or more years shall receive a longevity of \$1,000. Any therapist Assistant on Step 17 of the salary schedule for 8 or more years shall receive an additional longevity of \$1,000.

- 8.2 No unit member shall be hired or advanced beyond Bachelors plus 60 or Masters plus 60 on the salary schedule. However, any unit member being compensated as of June 30, 1998 beyond Bachelors plus 60 or Masters plus 60 shall continue to be compensated at that rate and shall not advance further.
- 8.3 If the District hires an individual without experience appropriate to the position for which the individual is being hired and places the individual above the first service year, or hires an individual with experience appropriate to the position for which the individual is being hired at a row above the individual's years of such previous experience, the Superintendent of Schools shall notify the Congress within 30 days of employment. No more than ten years experience credit shall be given under this clause to unit members other than occupational therapists, physical therapists, and therapist assistants. No more than five years experience credit shall be given under this clause to occupational therapists, physical therapists, and therapist assistants.
- 8.4 A unit member shall be given credit for a full semester or year worked if the unit member is actually employed for 75 percent or more of the semester or year in question. A part-time unit member shall be given credit for a full semester or year worked if the unit member is actually employed 3-3/4 months (for a semester) or 7-1/2 months (for a year).

For the purpose of initial placement on the salary schedule, occupational therapists, physical therapists, and therapist assistants who have been employed by the District as part-time therapists and assistants shall receive one year of service credit for each year of part-time employment in the District if the

therapist's/assistant's total annual earnings for such service for the school year in question was greater than or equal to 75% of the applicable regular hourly rate times 7 times 180.

8.5 Payment for graduate credits only shall be in groups of three at the following rates:

2022-2023: \$203 2023-2024: \$206 2024-2025: \$209 2025-2026: \$212 2026-2027: \$215

Salary adjustments for additional credits or advancement to a new column shall be made on September 1st and February 1st only. For salary adjustments effective September 1, the Office of Human Resources will process adjustments by the first paycheck in September provided all required forms and documents are received in the Human Resources Office by no later than September 1st. For salary adjustments effective February 1st, the Office of Human Resources will process adjustments no later than the first paycheck in March provided all required forms and documents are received in the Human Resources Office by no later than March 1st. If the unit member is awarded a Master's Degree, but the date of such degree is after the commencement of a semester, the unit member will be eligible for credit for the degree effective the beginning of the semester upon verification by the granting institution that all requirements for the degree were met in full prior to the first day of that semester.

For unit members and therapist assistants, payment for academic credits shall be for the courses previously approved by the Superintendent of Schools or the Superintendent's designee, which approval shall be given if the Superintendent of Schools agrees the course is (a) toward completion of certification in the unit member's field, (b) in methods, techniques, or philosophy of classroom teaching or the unit member's special field, (c) for an advanced degree in the unit member's major, (d) related to the unit member's subject area, or (e) an administrative course commencing after September 24, 2007, provided the unit member is matriculated in a program leading to administrative certification no later than May 22, 2014. For therapist assistants, payment for academic credits shall be for the courses previously approved by the Superintendent of Schools or the Superintendent's designee, which approval shall be given if the Superintendent of Schools agrees the course is (a) for an advanced degree in the assistant's field, or (b) related to the assistant's field. The Superintendent of Schools' approval shall not be unreasonably withheld.

The Congress and the District agree to the establishment of a joint committee comprised of five representatives of the Congress and five administrators to establish criteria and compensation for advanced certificates for all unit members including those who have reached the maximum of 60 credits.

- 8.6 A. A unit member's monetary advancement in the 4th, 7th, 10th, 13th and 16th years of credited service in the District shall be contingent on continuous satisfactory performance. In the event a unit member is rated unsatisfactory, the unit member shall receive no salary increase for that year and monetary advancement shall continue to be withheld until satisfactory performance is resumed. A unit member's salary after monetary advancement has been withheld shall be the base for increases the following years.
- B. Co-curricular activities shall not be a consideration for purposes of this section.
- C. In the event a unit member's professional performance is considered unsatisfactory, the immediate supervisor or Building Principal shall advise the unit member thereof in writing and confer with the unit member to assist in improvements prior to February 1.

- D. In the event that improvement is not evident, the immediate supervisor or the Building Principal shall advise the unit member thereof in writing, by April 1st, which writing shall refer to the possibility of the issuance of a notice of intent to withhold monetary advancement. Such writing shall describe specific areas requiring improvement.
- E. In the event that the unsatisfactory performance continues, the immediate supervisor or the Building Principal shall again confer with the unit member at which time further constructive remedies will be offered. If the unsatisfactory performance still continues, the immediate supervisor or Building Principal shall issue a notice of intent to withhold next year's monetary advancement no later than May 1st. Prior to such notice, the unit member shall have full opportunity to meet informally to discuss the problem with the immediate supervisor or Building Principal.
- F. In the event that a formal letter of intent is filed in the unit member's file, such notice of withholding of monetary advancement shall be reviewable by a special review panel and shall not be subject to the grievance procedure of this Agreement.
- G. A panel of one representative selected by the Congress and one representative by the District shall be convened. Said panel shall be chaired by an impartial chairman selected from a list of mutually acceptable persons residing within the District. If such person cannot be mutually agreed upon, the AAA or PERB shall be used. The panel shall afford full opportunity to representatives of the parties to present their views concerning the alleged unsatisfactory performance and the withholding of said monetary advancement.
- H. The panel shall, within five days after hearing the matter, present its decision to the parties and to the District and to the Congress. The panel shall determine only whether the monetary advancement shall be withheld.
- I. In the event that the panel finds that full monetary advancement shall be granted, all writings pertaining to the matter shall be removed from the unit member's personnel file.
- J. The procedures set forth above shall apply each and every year an individual unit member is not granted full monetary advancement.
- 8.7 Effective with the 2014-15 school year, unit members shall be paid from September through June on the 15th and the last business day of the month, on either a 10 or 12 month yearly basis, as each may elect. New unit members shall make such election at the time of appointment. The District shall notify unit members each June that changes in such election for the coming school year must be submitted in writing to the Business Office no later than August 15. 100% direct deposit of paychecks to the financial institution of the unit member's choice shall be required.
- **8.8** The District will provide a statement by November 1 indicating the basis for the unit member's salary. The statement shall indicate the unit member's row and column on the salary schedule and the number of graduate credits and/or clock hours the unit member has accumulated.

#### 8.9 Inservice

A. The District recognizes the importance of encouraging participation in inservice courses, workshops, and programs. It retains the right, however, (a) to approve or reject the granting of inservice credit for inservice courses, workshops, and programs and (b) to assign inservice credit to approved courses,



workshops, and programs. The District shall provide for consistent application of its procedures for approval, rejection, or assigning credit.

- B. Unit members desiring to participate in inservice courses, workshops, or programs and in obtaining inservice credit pursuant to paragraph G of this section must request approval through the use of appropriate forms prior to participation in the course, workshop, or program.
- C. The District shall grant inservice credit for approved courses, workshops, or programs taken on days when school is not in session or for those taken before and/or after the workday. The District may approve inservice credit for District supported or initiated workshops or programs held during the work day and shall make its approval known prior to such workshops or programs. Inservice credit shall not be granted for courses for which graduate credit is given or for in- or out-of-District conference days when school is in session.
- D. The Superintendent reserves the right to approve or reject inservice credit for District supported or initiated programs taken during the workday. Decisions granting or rejecting inservice credit during the workday by the Superintendent shall be made prior to District initiated unit member participation.
- E. The District will not require inservice instruction other than which currently exists, except where mandated by law, State Education Department regulations, or maintenance of certification requirements.
- F. Procedures for the distribution of notices of District sponsored inservice programs shall be discussed at the Educational Development Committee. Such procedures shall include notice of such programs to the Congress.
- G. To receive credit on the salary schedule for inservice courses, such courses must be previously approved by the Superintendent of Schools and must be satisfactorily completed by the unit member. The Office of Human Resources will render a decision of a prior approval request(s) within 10 business days of receipt. Failure to do so will be considered approval by default. For activities not listed in the District MLP catalog, when the Director of Human Resources is absent from work, the Director's Personnel Associate shall have the authority to render a decision. If a Human Resources representative needs further clarification from a member with respect to a prior approval request involving an activity not listed in the District MLP catalog, then the 10-day period will be held in abeyance commencing from the day the Human Resources representative sends email communication to the member. The 10-day period shall recommence as of the day the member provides his/her response to the inquiry to the Human Resources office.

#### 8.10 Summer School

Should the District run a summer school program, it shall be considered bargaining unit work. Compensation shall be at the rate of \$42 per hour.

#### 8.11 Mentors of New Bargaining Unit Members

Bargaining unit members who serve as mentors shall have the option of receiving 45 clock hours of inservice credit or \$1,000 for 40 hours of mentoring. Unit members paid at or above B+60 or M+60 shall receive a stipend of \$1,000 for 40 hours of mentoring.

When a bargaining unit member mentors a new bargaining unit member assigned to another school, mileage reimbursement shall be paid to the mentor at the rate established by the Internal Revenue Service for traveling to the site of the new bargaining unit member.

The Office of Human Resources will act upon all new teacher mentoring logs within 30 calendar days of receipt.

#### 8.12 National Board Certification

Unit members who achieve National Board Certification shall be paid an additional \$5,000 per year. Such unit members shall be required to serve as mentors and shall be compensated in accordance with Section 8.11 above. If a mentor assignment is available but is declined, the unit member shall be compensated at one-half the above rate. If no mentor assignment is available, the unit member shall receive the full rate. Travel time and distance to the mentor assignment shall be reasonable. This provision shall terminate should the requirements for National Board Certification be substantially diminished. Upon such termination, unit members enrolled in a program leading to National Board Certification may continue in the program and receive the stipend subject to the requirements set forth above.

#### 8.13 Medicaid Scripts

Effective July 1, 2014, licensed clinical social workers and licensed speech language pathologists mandated by the District to sign Medicaid scripts for students shall receive an annual stipend of \$1,500.

#### **8.14 Student Teachers**

- A. The supervising teacher shall have a choice of either a tuition voucher or a stipend for each student teacher he/she supervises. The District will notify each supervising teacher of this choice by forwarding to such teacher a "Stipend/Waiver Election Form" provided by the State University of New York. Such option shall be available to the supervising teacher until such time that the State University of New York determines otherwise. The amount of the tuition voucher and/or the stipend will be determined by the State University of New York.
- B. If the supervising teacher elects the tuition voucher but elects, in writing, not to utilize such tuition voucher for his or her own education, it shall be transferred to the District for allocation to another member of the professional staff within the Congress' bargaining unit in accordance with the procedure herein. The District will offer the Union an opportunity to provide written input prior to any future change in this procedure.
- C. If the supervising teacher elects the tuition voucher, but fails to utilize such tuition voucher for his or her own education within 23 months, it shall be transferred to the District for allocation to another member of the professional staff within the Congress' bargaining unit in accordance with the procedure herein. The District will offer the Union an opportunity to provide written input prior to any future changes in this procedure.

#### D. Procedure -

- a. When the Superintendent of Schools receives a tuition waiver, the Personnel Office will notify the supervising teacher.
- b. If the supervising teacher wishes to use the waiver him/herself, or wishes to have the waiver transferred to a member of his/her immediate family who is a full-time District teacher, he/she will contact the Personnel Office and the waiver will be forwarded. "Immediate family" is defined as spouse, child, parent, or sibling.



- c. If three months prior to the expiration date of the tuition waiver, the supervisory teacher has not contacted the Personnel Office or if the supervisory teacher has notified the Personnel Office that he/she does not intend to use the waiver and that no member of his/her immediate family who is a full-time District teacher intends to use the waiver, the Personnel Office will post notice that any full-time District teacher pursuing permanent certification in the certification area in which he/she is currently employee may apply for the waiver. If more than one teacher applies for the waiver the Personnel Office will conduct a lottery.
- d. If no full-time teachers pursuing permanent or professional certification apply, the Personnel Office will then post notice that other full-time teachers may apply for the waiver. If more than one teacher applies for the waiver, the Personnel Office will conduct a lottery.

# ARTICLE 9 SALARY ELECTIVE PROGRAM

- 9.1 A unit member who meets all three of the following eligibility requirements:
- (1) 15 years of District service,
- (2) 20 years of member service in the New York State Teachers' Retirement System, and
- (3) eligibility for a service retirement pursuant to the rules and regulations of the New York State Teachers' Retirement System,

and who meets one or more of these eligibility requirements for the first time during the life of this agreement and who retires from District service on June 30 of the school year during which the unit member first meets all three of these eligibility requirements, shall be eligible for a termination bonus of \$20,000, to be paid within 30 days of such retirement, provided the unit member shall have submitted to the Superintendent of Schools by February 1 of the applicable year, the unit member's written statement of intention to retire, and shall have submitted to the New York State Teachers' Retirement System by April 15 of the applicable year, the unit member's retirement application, both effective on the following July 1.

Article 9 is not applicable to occupational therapists, physical therapists, or therapist assistants.

#### ARTICLE 10 FRINGE BENEFITS

#### 10.1 Health Insurance

A. The District shall pay the following percentage of the premium for single or family coverage for unit members:

Effective July 1, 2022: 84%
Effective July 1, 2023: 84%
Effective July 1, 2024: 84%
Effective July 1, 2025: 83.5%
Effective July 1, 2026: 83%

Retired members of the bargaining unit and members of the bargaining unit as of September 24, 2007 shall retain the retirement premium benefits under which they retire. Unit members who enter the

bargaining unit after September 24, 2007 shall retain the retirement premium benefits under which they retire provided they have 10 or more years of bargaining unit service in the District.

Unit members who retire on or after July 1, 2014 shall be offered as retirees the same plan options as offered to active unit members.

- B. As of April 1, 1995, no member of the bargaining unit, active or retired, shall be covered under more than one health insurance plan provided by the District. Any member of the bargaining unit who is actively employed and eligible as of April 1, 1995 to be covered under both his/her own District-provided plan and under another District-provided plan and who withdraws, is withdrawn from, or is not enrolled for his/her own plan as of April 1, 1995 shall receive an annual payment of \$2,500 during his/her period of active employment in the bargaining unit as long as he/she is not enrolled for his/her own plan. Nothing herein shall prevent any member of the bargaining unit, active or retired, from re-enrolling for coverage, without interruption, should he/she become ineligible for coverage under the family plan of his/her spouse.
- C. Each unit member, other than those eligible for the \$2,500 annual payment as stated in 10.1(B), who participated in the District's health insurance plan on January 1, 1988, or who first entered District service subsequent to July 1, 1988, and can demonstrate proof of alternate coverage, shall have the option of withdrawing from such plan and shall execute any and all documents necessary to effect such withdrawal. In the event of such withdrawal the unit member will not be eligible to receive the health insurance benefits provided by Section 10.1 and shall receive, in lieu thereof, the sum of \$1,000 per annum if such unit member had family or two-person coverage or \$500 per annum if such unit member had single coverage. Such sums will be paid in February and June. A unit member having withdrawn pursuant to this paragraph may rejoin the plan only upon repayment to the District of all sums paid to the unit member during the then current school year.

#### 10.2 Workers' Compensation

Unit members who are injured in the course of their employment and who are entitled to Workers' Compensation shall return to the District any benefits paid under Workers' Compensation for loss of wages for the time for which the unit member receives full sick leave pay. Unit members shall be entitled to retain any schedule awards received at any time and shall also be entitled to retain any benefits paid under Workers' Compensation for loss of wages during the time in which sick leave is not granted. No sick leave shall be charged for the amounts of compensation returned to the District.

#### 10.3 Tax Sheltered Annuities

The District agrees to withhold from the salary the necessary contribution required to sustain membership in a tax- sheltered annuity plan for unit members participating in the plans selected by the unit member and to forward such contribution to a sole agent.

10.4 The District agrees to deduct payment for United States Savings Bonds from the salary of any unit member requesting such deduction.

#### 10.5 Welfare Trust Fund

A. A welfare trust fund has been established by an "Agreement and Declaration of Trust" dated the 12th day of August 1974. It shall be administered by the Congress with trustees elected by the membership of the Congress. Said trustees shall determine the benefits and/or insurances to be purchased.

B. The District shall make one payment by November 1 in the following amounts for each full time bargaining unit member:

Effective July 1, 2022: \$1,900 Effective July 1, 2023: \$1,970 Effective July 1, 2024: \$2,040 Effective July 1, 2025: \$2,110 Effective July 1, 2026: \$2,180

- C. Financial records of the Welfare Trust Fund shall be made available to the District for periodic audit.
- D. The Welfare Trust Fund shall be used to purchase insurance, for example: dental insurance, life insurance, optical insurance, drug insurance, disability insurance, income protection insurance, legal services insurance, or combinations thereof.

#### 10.6 IRS Code 125 Plan

The District will offer unit members the opportunity to participate in a full IRS Code 125 Plan.

#### ARTICLE 11 LEAVE BENEFITS

#### 11.1 Sick Leave

- A. Unit members shall receive 14 days of sick leave at the beginning of each school year, in addition to carrying over all presently accumulated sick leave. Notwithstanding this provision, unit members who do not work for the full teacher work year shall receive a prorated number of sick leave days.
- B. Upon reaching or obtaining tenure in the District, the unit member shall receive a bonus of 14 days over and above what he/she would normally receive on July 1 prior to the receipt of tenure.
- C. Unused sick leave may be accumulated without limit.
- D. The District will not routinely require proof of illness of three days or less, provided, however, that nothing herein shall prevent the District from requiring such proof in any specific case or when sick leave is used, either by itself or in combination with other leaves, to bridge the gap between a school holiday and a weekend.

#### 11.2 Sick Leave On Retirement

A. Any unit member who is a Tier 1 or Tier 2 member of the New York State Teachers' Retirement System or, in the case of occupational and physical therapists and assistants, of the New York State Employees' Retirement System, who has been employed in the District for 15 or more years (or, for employees who were in District service on or before June 30, 1988, 10 years), who submits to the Superintendent of Schools a written statement of intention to retire under the New York State Teachers' Retirement System, will be eligible for retirement year allowance provided notice is given to the Superintendent by February 1st of the school year in which said unit member shall retire or, in the event of a mid-year retirement, by the first teacher work day in September. Payment will be made within 30 days of the date of such retirement. No unit member will be eligible for payment unless he/she retires at

the end of a semester. In an emergency and at the discretion of the Superintendent, the dates for notice and the effective date of the retirement may be waived.

B. The retirement allowance for Tier 1 and Tier 2 unit members will be based on the unit member's accumulated number of sick days and will be paid at the rate of 40% of the number of accumulated sick days multiplied by the unit member's daily rate to a maximum of \$225. If the unit member has not accumulated at least 50 sick days, said unit member will not be eligible for this retirement allowance.

Annual Sick Day Sell Back: Effective April 18, 2017: Any unit member who is a member of the New York State Teachers' Retirement System or, in the case of occupational and physical therapists and assistants, of the New York State Employees Retirement System, with the exception of Tier 1 or Tier 2 members, who has accumulated at least 50 sick days but less than 100 sick days shall have the option of selling back to the District up to 4 days each school year at the rate of \$225 per day. Unit members (with the exception of Tier 1 or Tier 2 members) who have accumulated at least 100 sick days shall have the option of selling back to the District up to 6 days each school year at the rate of \$225 per day. The unit member must carry over at least 5 days from the allotment for the year for which the option is exercised.

Sick Leave Sell-Back in Retirement: Effective November 16, 2019, any unit member (with the exception of Tier 1 or Tier 2 members) who has in excess of 100 days shall have the option, at the time of his/her retirement from the District, to sell back to the District any additional days in excess of 100 at the rate of 40% of the number of days sold back multiplied by \$225 per day. In order to be eligible for this benefit, the unit member must: (a) retire from the District in accordance with the requirements of the New York State Teachers' Retirement System; and (b) submit his/her letter of retirement to the Superintendent of Schools a minimum of five (5) months prior to his/her retirement date.

All such payments shall be placed in a 403(b) plan (tax-sheltered annuity) of the member's choice, providing such plan is on the list of tax-sheltered annuity providers approved by the District. The District shall make such payments no later than February 1 of the following calendar year.

#### 11.3 Sick Bank

- A. The sick bank will continue in effect with the number of days in existence on June 30, 2001. All new unit members may join the sick bank by voluntarily contributing two sick days. In the event the sick bank drops to 200 days, the trustees shall afford the opportunity to all unit members, within 30 days, to voluntarily contribute two additional sick days to replenish the bank.
- B. Unit members electing to participate in such sick bank shall submit to the District, within 30 days of the start of the school term, a written waiver of two days of their prior sick leave accumulation.
- C. All unit members shall be eligible to participate, but unit members not electing to waive two days from their accumulated sick leave at the time of replenishment shall not be eligible to draw from the bank once the 200 days remaining have been exhausted.
- D. The bank shall be administered by a committee of two administrators appointed by the District and two unit representatives appointed by the Congress.
- E. Withdrawals from the sick bank shall be limited to unit members who are involved in extended illnesses or accidents and who have first exhausted their accumulated sick leave time.
- F. No participating unit member can draw more than one-third of the total days in the sick bank, except by unanimous agreement of the administrating committee.

- G. Sick bank days shall be granted only for the personal illness of the unit members.
- H. When a unit member who has been in the bargaining unit more than 5 and less than 20 successive years resigns from the District, one-fifth of the unit member's sick days will be transferred to the sick bank. A maximum of 20 days may be contributed. "Resigns" does not include retirement, termination, or being excessed.
- I. The Sick Bank Committee shall have the authority to establish and/or modify guidelines for implementation of the Sick Leave Bank, provided no terms of the guidelines are inconsistent with the language set forth in this section.

#### 11.4 Illness in the Immediate Family

In the event of illness in the immediate family or person residing with the unit member, a maximum of 14 days will be granted from available sick leave days. Immediate family will be defined as: spouse, child, parent, or sibling.

#### 11.5 Personal Business Leave

Unit members may use two school days for personal business during the school year without loss of pay. Personal business leave shall be used for personal business which can only be accomplished during the school day. Except in an emergency and with the approval of the Building Principal or the Superintendent or his/her designee, personal business leave may not be taken on the day before or after a holiday or recess period. Personal business leave shall not be used for vacation or for outside employment. Except in an emergency, at least two days advance notice shall be required. Unused personal business days shall be added to a unit member's accumulated sick days at the end of each school year.

#### 11.6 Bereavement Leave

In the event of death in the immediate family or person residing with the unit member, a maximum of five days will be granted for attendance at the funeral and a period of mourning. Immediate family will be defined as: spouse, child, parent, sibling, parent-in-law, sibling-in- law, grandparent, and grandchild. Effective May 22, 2014, such days need not be consecutive.

#### 11.7 Funeral Leave

A unit member may use a maximum of three days of accumulated sick leave in any school year to attend funerals of individuals other than immediate family members or persons residing with the unit member.

#### 11.8 Jury Duty Leave

Unit members serving on jury duty shall be granted leave without financial loss or loss of sick leave.

#### 11.9 Subpoena

On proof of the necessity of attendance in court pursuant to a subpoena in a proceeding to which the unit member is not a party, leave shall be granted for such appearance without charge to other leave credits, provided that such unit member shall have agreed, in writing, prior to and as a condition of the granting of such leave, to deliver to the Superintendent for deposit in the general fund of the District all fees paid to the unit member for such attendance.

#### 11.10 Title VII Accommodation Leave

Bargaining unit members who require Title VII Equal Employment Opportunity Act accommodations shall be entitled to up to three accommodation days with full pay each school year provided that at least five days advance notice with reasons for such intended use is given to the District, where practicable. The past practice of individuals as it relates to time off for such accommodations will be considered as evidence of such requirement. Such leave requests shall not be unreasonably denied.

#### 11.11 Child Rearing Leave

- A. Prior to or upon completion of the period of temporary disability or upon exhaustion of sick leave credits, whichever is earlier, a unit member, upon request, will be granted a leave of absence without pay for the purpose of child rearing. Such leave of absence may be in addition to the period the unit member is entitled to leave under the Family & Medical Leave Act (FMLA) but shall not be for a period longer than two consecutive years.
- B. A unit member may return from such leave of absence only at the beginning of a school year unless otherwise agreed to by the Superintendent, except when a unit member's entitlement to leave under FMLA due to the birth or adoption of a child commences on or after the first teacher work day of the school year and ends prior to the last work day of the first semester, the unit member shall have the option of requesting instead a child rearing leave with a return date on the first day of the second semester of such school year. Such request must be submitted prior to the commencement of the leave. Once such request is approved by the Board of Education, the unit member shall not be eligible for any further extension of child rearing leave, except in an emergency and at the sole discretion of the Board of Education.
- C. A unit member on child rearing leave of absence who is eligible for an additional school year of leave, must by April 1 either submit a written request for extension of leave through the following school year or notify the District in writing that he/she intends to return to work in September. Such election shall be final, except in an emergency and at the sole discretion of the Board of Education. In the event a unit member requests a child rearing leave of absence that commences after April 1, the unit member shall in his/her written request either specify he/she is requesting leave through the following school year or state that he/she intends to return to work in September. Such election shall be final, except in an emergency and at the sole discretion of the Board of Education.
- D. Any extension of child rearing leave, even within the two-year maximum, shall be at the discretion of the Board of Education.
- E. During the period of child rearing leave, the unit member shall be eligible to continue his/her health insurance coverage under COBRA.

#### 11.12 Return From Leave

A unit member returning from sick leave or leave of absence without pay in accordance with Section 11.11 will be entitled to the following employment rights:



- . If the leave was wholly charged to sick leave credits or included a leave of absence without pay of one semester or less during the school year, the unit member shall be returned to the same position occupied at the time the leave commenced.
- B. If the leave included a period of leave of absence without pay of longer than one semester during the school year, the unit member will be returned to a position within his/her tenure area.

#### 11.13 Other Leave

In its discretion, the District may grant leave for any reason, with or without pay, upon application to and approval by the Superintendent and the Board.

#### 11.14 Abuse of Leave Benefits

Sick leave benefits may be used by unit members only when unable to work due to personal illness or illness of an immediate family member as defined in 11.4 or due to necessary medical appointments. Use of sick leave benefits for any other purpose shall constitute an abuse of leave benefits.

The abuse of leave benefits provided by this Article shall be cause for the imposition of discipline.

#### ARTICLE 12 UNIT MEMBER EVALUATION

12.1 Unit member evaluation shall be governed by the Wappingers Congress of Teachers Annual Professional Performance Review Plan 2012 as presently or hereafter amended. Copies of the Plan document and all applicable forms shall be permanently posted on the District website.

Should revisions to the Plan become necessary, a joint committee shall be established by the District and the Congress to revise the Plan. Such committee shall be comprised of six representatives appointed by the District and six representatives appointed by the Congress. In addition, the District shall appoint a chairperson of the committee, who shall serve as the thirteenth committee member. The current Plan shall remain in effect until a Plan is developed and agreed to by the District and the Congress.

- 12.2 No memorandum, note, materials, statement, evaluation, or report relating to a unit member's service, character, conduct, or personality shall be placed in the Superintendent of Schools' file unless the unit member is given an opportunity to read the material. The unit member shall acknowledge in writing that the unit member has read such note, material, statement, evaluation, or report and may append any statement the unit member may wish to make within 5 days of receipt. Such acknowledgment or statement, if any, shall become a part of the unit member's file. The signing of a report by a unit member, if it contains material derogatory to the unit member's conduct, service, character, or personality, shall in no way indicate agreement with the contents of the report.
- 12.3 Only the Superintendent of Schools' file shall be used in a disciplinary proceeding and any memorandum, material, or notes contained in the file shall not be used as official records in a disciplinary proceeding or official hearing or trial except as such material has been reviewed by the unit member as provided above.
- 12.4 A unit member shall have the right to examine the Superintendent of Schools' file relating to the unit member at reasonable intervals upon request to the Superintendent of Schools. A unit member's personnel file shall not be opened to public inspection.

- 12.5 Participation in voluntary, extra-curricular, community, church, social activity, or any Congress activities shall not be considered in evaluating unit member performance.
- 12.6 Only certified members of the administrative staff shall evaluate unit members other than occupational therapists, physical therapists, and therapist assistants.
- 12.7 Administrators shall place in a unit member's file, information of a positive nature indicating special competence, achievement, performance, or contribution of an academic or professional nature. Any such materials received from a competent, responsible outside source may be included in a unit member's file by the administration or upon request of the unit member.
- 12.8 A member of the Congress may, with the unit member's written request, accompany the unit member and review the file in the Superintendent of Schools' office.
- 12.9 All monitoring and observation of work and performance of unit members shall be conducted openly with the full knowledge of the unit member. Neither the public address system nor any other similar surveillance device or system shall be used for observation or evaluation purposes without the prior consent of the unit member.
- 12.10 On a denial of tenure, or on a denial of permanent appointment in the case of occupational therapists, physical therapists, and therapist assistants, there shall be, at the unit member's request, a conference with the applicable Principal and Coordinator, at which time reasons for denial of tenure or permanent appointment may or may not be given.
- 12.11 The Congress recognizes the right of the District to establish the criteria for evaluation and the District recognizes that the procedures for evaluation may require negotiation with the Congress prior to implementation.

#### ARTICLE 13 FAIR DISMISSAL

- 13.1 The District will abide by all provisions of the Education Law in the termination of non-tenured unit members. The procedure used to dismiss non-tenured unit members shall be subject to the provisions of the grievance procedure, but the question of justification for not renewing such employment shall not be subject to the grievance procedure.
- Article 13.1 is not applicable to occupational therapists, physical therapists, and therapist assistants.
- 13.2 Occupational therapists, physical therapists, and therapist assistants who have successfully completed a 26-week probationary period shall not be disciplined without just cause. For disciplinary grievances, the grievant shall elect to pursue his/her rights under this agreement or by statute, but the election of one remedy shall preclude the use of the other.

# ARTICLE 14 EDUCATIONAL DEVELOPMENT COMMITTEE

14.1 The District and the Congress agree that the professional personnel are, and should continue to be, a major source of developments and innovations in improving the educational programs carried on in the District. The parties agree further that it is important for the professional personnel to participate in the

overall coordination of studies, projects, and other activities directed toward the development, improvement, and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing, and introduction of new programs, and toward research in pertinent educational areas.

- 14.2 Accordingly, the District and the Congress agree that an Educational Development Committee shall be established from the professional personnel of the District, to consist of 12 members of whom six shall be designated by the Congress and six by the Superintendent of Schools. At least four of the latter shall be from the administrative unit. The chairman of this committee shall be one of the designated committee members and shall be appointed by the Superintendent of Schools.
- 14.3 This committee shall establish its own times of meeting and rules of procedure. This committee shall consider all proposals from any source respecting curriculum, teaching methods, aids and materials, and any other matter pertaining to the improvement of the educational programs carried on or proposed to be carried on in the District. Where a proposal is made that a specific subject be studied by a particular person or a group of persons, this committee shall receive and review the results of each study and will endeavor to avoid duplication or repetition of effort.
- 14.4 This committee shall regularly report to the Superintendent of Schools the matters it is considering and its recommendations respecting the same. All recommendations from the committee will be submitted in writing to the Superintendent of Schools for transmittal to the Board.
- 14.5 In each school building within the District, there shall be a subcommittee of the Educational Development Committee, consisting of professional staff which shall consider matters pertaining to the improvement of the educational program in that building. Membership on the subcommittee shall be on a voluntary basis. All recommendations from the subcommittee shall be submitted in writing to the Principal of the school building and a copy of such recommendations shall also be sent to the Educational Development Committee.
- 14.6 If the Principal and the subcommittee cannot reach agreement on the recommendations, the subcommittee may send copies to the Superintendent of Schools.
- 14.7 The Educational Development Committee may make recommendations with regard to the qualifications of principals, assistant principals, coordinators, teacher coordinators, teachers-in-charge, and athletic coaches.
- 14.8 The Congress shall have the right to make recommendations to the Educational Development Committee with regard to the adoption or use of Federal and State programs.
- 14.9 Nothing herein shall interfere with the administration's or Board's exercise of its authority or prerogative under New York State Law.

# ARTICLE 15 EXTRA-CURRICULAR INTRAMURAL COMPENSATION

- 15.1 Compensation for recognized interscholastic athletic programs shall be set forth in Salary Schedule E.
- 15.2 The activities set forth in Salary Schedule F are recognized as those requiring hours of service beyond the regular school day and compensation for those activities shall be as set forth in Salary Schedule F.

- 15.3 Compensation for additional extra-curricular activities shall be increased by the across the board wage increase percentage each year of this agreement and is set forth in Salary Schedule G.
- 15.4 Home teaching and summer curriculum development shall be paid at the following rates:

Effective July 1, 2022:	\$40.00
Effective July 1, 2023:	\$40.64
Effective July 1, 2024:	\$41.29
Effective July 1, 2025:	\$41.97
Effective July 1, 2026:	\$42.70

Pay for chaperoning, riding a bus, and all other activities assigned by the administration shall be at the following rates:

Effective July 1, 2022:	\$25.00 per hour or fraction thereof to a maximum of \$200.00 per day
Effective July 1, 2023:	\$25.40 per hour or fraction thereof to a maximum of \$203.20 per day
Effective July 1, 2024:	\$25.80 per hour or fraction thereof to a maximum of \$206.40 per day
Effective July 1, 2025:	\$26.22 per hour or fraction thereof to a maximum of \$209.76 per day
Effective July 1, 2026:	\$26.67 per hour or fraction thereof to a maximum of \$213.36 per day

Any unit member not otherwise compensated, who attends student performances in a supervisory or advisory capacity, shall be compensated at chaperone rates. Compensation will not be paid for attendance at rehearsals.

15.5 A unit member who serves as the advisor for a newly established extra-curricular activity shall not receive compensation for serving in such capacity during the extra-curricular activity's first year of existence, unless he/she has satisfied the criteria established by the District. Criteria for newly established extra-curricular activities shall be consistent. At the end of the first year of existence, the District will determine if the extra-curricular activity shall continue, and if so, the District will negotiate with the Union over the stipend to be paid starting in the extra-curricular activity's second year of existence.

#### **ARTICLE 16**

# SCHOOL COUNSELORS, SCHOOL PSYCHOLOGISTS, SCHOOL SOCIAL WORKERS, SPEECH THERAPISTS, OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS AND THERAPIST ASSISTANTS

- 16.1 School psychologists, school counselors, school social workers, speech therapists, occupational therapists, physical therapists, and therapist assistants shall be furnished with space adequately heated, lighted, and ventilated, and shall be furnished with a serviceable desk and chair.
- 16.2 School Counselors, School Psychologists, and School Social Workers:
- A. All school counselors, school psychologists, and school social workers shall be required to work from September 1 through June 30 and shall be compensated at a rate of 1/200 of his/her base salary for each day worked in excess of 183 days.



- B. Counselors-in-Charge (4) shall be required to work from September 1 through June 30, plus two weeks in July and two weeks in August, and shall be compensated at a rate of 1/200 of his/her base salary in excess of 183 days. A counselor-in-charge shall be entitled to utilize his/her accrued sick days during the month of July or August when he/she is unable to perform his/her job responsibilities for any ten work days during the month.
- C. The District shall have the right to assign each school counselor, school psychologist, and school social worker to work up to one week in the period July 1 through August 30 and shall compensate each such unit member at a rate of 1/200 of base salary for each day worked in excess of 183 days.
- D. The District shall determine the number of additional counselor days and the number of additional school psychologist and school social worker days required during July and August and shall post notice of such need by January of that school year. To the extent that school counselors, school psychologists, and school social workers have not volunteered for such days by February 1, the District may assign up to five such days per unit member to each unit member in inverse order of seniority. Days beyond such five per unit member shall be staffed only on a volunteer basis. Unit members shall be compensated at a rate of 1/200th of base salary for each day worked in excess 183 days.

#### ARTICLE 17 CHAPERONING

- 17.1 Before September 15th of any school year, any unit member desiring to be considered for any chaperoning assignment shall file an application for consideration with the administration.
- 17.2 The District shall make a reasonable effort to rotate chaperone assignments from such availability list.
- 17.3 The final decision as to the appointment of chaperones shall remain in the hands of the administration.
- 17.4 The procedural aspects of this Article shall be subject to the provisions of the grievance procedure, but the question of justification for failure to give a chaperoning assignment shall not be subject to the grievance procedure.

# ARTICLE 18 EXTRACURRICULAR PHYSICAL EDUCATION PROGRAMS

- 18.1 Head coaches in all varsity sports shall have the opportunity to recommend candidates for coaching positions under their jurisdictions.
- 18.2 There shall be no administrative policies that restrict the professional coach from advancing within the salary structure nor shall there be any policies that deprive any coach from applying for any position with the District.
- 18.3 The Educational Development Committee may make recommendations with regard to the physical education programs carried on in the District.
- 18.4 If a physical education teacher, coach, or the Coordinator of Athletics deems a facility unfit or unsafe, the physical education teacher, coach, or the Coordinator of Athletics shall report it to the Building Principal who, if the Building Principal concurs, shall discontinue the use of the facility.

18.5 In the event a unit member is appointed to a coaching position in the same sport for more than nine (9) continuous years, beginning in the tenth year of continuous service, s/he shall receive an additional differential for that year that is equivalent to ten percent (10%) of the coaching stipend. If there is a break in service, the unit member shall no longer be eligible for the differential.

# ARTICLE 19 GRIEVANCE PROCEDURE

19.1 The definition of a grievance shall be as follows: A grievance shall mean a complaint by a unit member, by a group of unit members, or by the Congress that there has been a violation, misinterpretation, or inequitable application of any provisions of (1) this Agreement or of (2) any District or administrative policy or rule. The term grievance shall not apply to the failure to recommend probationary unit members to permanent appointment. An aggrieved party shall include unit members and/or the Congress. The decision of the Board of Education shall be final and binding in grievances over District or administrative policies or rules, except as the law or the rules of the Commissioner provide for an appeal, and only grievances about violations, misinterpretations, or inequitable applications of the Agreement may be submitted to arbitration.

#### 19.2 A grievance shall be processed in the following stages:

Stage I – An aggrieved party shall present a grievance to the aggrieved party's Building Principal or Coordinator who shall render a written determination to the aggrieved party within a period of two days.

Stage II -- Within five days of the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent of Schools.

Stage III -- Within 15 days after the disposition of the grievance at Stage II, the grievant may appeal in writing to the Board of Education.

Stage II meetings shall be scheduled to be held, subject to the availability of the parties, within ten days of the receipt of appeal by the Superintendent of Schools. Stage III meetings shall be held, subject to the availability of the parties, at a regular meeting of the Board of Education within 15 days of the receipt of the appeal by the Board of Education. The appeal by the Congress at Stage III may be in writing except when the Board of Education requests that the appeal be presented in person by a representative of the Congress. If a Congress representative is requested by the Board of Education, notification of such request will be made to the Congress at least 48 hours in advance. Nothing herein shall prevent the Congress from choosing to present the appeal in person. A written decision with supporting reasons shall be rendered to the grievant and the Congress in each instance within ten days of such meetings.

#### Stage IV -- Arbitration

a. If the aggrieved party is not satisfied with the decision at Stage III, the Congress may submit the grievance to arbitration by making a written demand upon the Superintendent for the services of an arbitrator within 15 days of the decision at Stage III and the parties shall be bound by their rules.



b. Following the submission of a demand for arbitration the parties shall select an arbitrator from the following panel:

Richard Adelman Stephen Bluth Dennis Campagna Shelia Cole Howard Edelman

Arbitrators shall serve in rotation.

- c. The decision of the arbitrator shall be final and binding upon all parties.
- d. The costs of the services of the arbitrator, including expenses, if any, will be borne equally by both parties.
- 19.3 A unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
- 19.4 A unit member shall have the right to be represented in each stage of the procedures by a person or persons of the unit member's choice.
- 19.5 All hearings shall be confidential.
- 19.6 If a grievance affects a group of unit members or appears to be associated with system-wide policies, it may be submitted by the Congress directly at Stage II described above. Where a grievance arises as a direct result of an action of the Board of Education, the grievance may be submitted directly at Stage III.
- 19.7 Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without the intervention of the Congress. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustment shall, in no event, however, create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- 19.8 The existence of this grievance procedure shall constitute the sole remedy for any grievance as previously defined.
- 19.9 No grievance as described herein will be entertained, and such grievance will be deemed waived, unless the grievance is forwarded at the first available stage within 30 days after the unit member knew or should have known of the act or condition on which the grievance is based.
- 19.10 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.



- 19.11 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 19.12 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 19.13 The Board of Education and the Congress agree to facilitate any investigation that may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

# ARTICLE 20 MISCELLANEOUS PROVISIONS

20.1 A Labor-Management Committee shall be established comprised of an equal number of District and Congress Representatives for the purpose of discussing concerns of either party. The meetings shall take place during non-working hours. The meetings shall take place monthly, however additional meetings may be requested by either party. An agenda shall be provided at least one (1) week prior to the scheduled meeting by the party requesting the meeting.

#### 20.2 Conclusion of Negotiations

The parties agree that all items currently negotiated have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement. The failure of either party to propose discussion of a particular matter does not constitute a concession that such matter is or is not negotiable in future negotiations.

#### 20.3 Severability

If any provisions of this Agreement or any application of the Agreement to any unit member or group of unit members shall be found contrary to law, then such provision or application shall be deemed valid and subsisting only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. To the extent that this Agreement is in accordance with applicable law, it shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.

#### 20.4 Effect of Agreement

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The revisions of this Agreement shall be incorporated into and be considered part of the established policy of the Board.
- B. Any individual arrangement, agreement, or contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this and any subsequent agreements to be executed by the parties.



C. If an individual arrangement, agreement, or contract with a unit member contains any language inconsistent with this Agreement, this Agreement shall be controlling.

#### 20.5 Legislative Action

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

#### 20.6 "Day"

Where the word "day" is used in this contract, it shall mean school day or a day on which school is in session during the school year. During the summer recess, the word "day" shall mean calendar day.

#### 20.7 Side Letters

Only the side letters attached hereto as Appendix H (May 6, 1997 memorandum of agreement regarding epi-pens; June 27, 2005 memorandum of agreement regarding Employer Non-Elective Contributions of termination payments to retiring unit members; October 10, 2010 letter regarding APPR; November 25, 2013 letter regarding unpaid advisorships) and the February 10, 2020 Memoranda of Agreement regarding sick leave pay at retirement shall be continued in full force and effect and be considered part of this Agreement.

#### 20.8 Mileage

Mileage reimbursement shall be paid at the rate established by the Internal Revenue Service for those who use their own automobile in accordance with District policy.

#### ARTICLE 21 TERM

#### 21.1 Term

This contract shall be effective July 1, 2022 and shall continue in effect through June 30, 2027, and from year to year thereafter, subject to reopening as follows:

#### 21.2 Reopening of Negotiations

In the event either party wishes to amend this Agreement, notice must be given between March 1 and March 15, 2027. Negotiations concerning such proposed amendments shall commence within two weeks after notice has been given at a mutually agreed time and place. Amendments resulting from negotiations shall take effect the following July 1 or such other time as may be mutually agreeable to the parties.

FOR THE WAPPINGERS CONGRESS OF TEACHERS

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FOR THE WAPPINGERS CENTRAL SCHOOL DISTRICT

, Superintendent of Schools



### **SCHEDULE A**

# 2022-2023 Salary Schedule

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M+45	7	5 71,829	\$ 73.56		5 78,600			\$ 84,608	86,732		\$ 90,97;				\$ 99,459	\$101,597	\$103,732	105,27	\$111,199	\$117,97	\$122,054
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M+30	68,36	70,011	71,718	74,86	76,71	78,627	80,61;	82,67	84,793	86,923	89,04	91,08	93,22	95,36	97,513	99,658	4	103	4	3116,117	120,20
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M+15	\$ 66,589	\$ 68,211			\$ 74,844	\$ 76,734	\$ 78,695	\$ 80,732	\$ 82,861	\$ 84,977		\$ 89,145	\$ 91,283			\$ 97,725	998'66 \$	\$101,572	\$107,479	\$114,246	\$118,331
M+0	64	\$ 66,343		\$ 71,016	\$ 72,842	\$ 74,746	\$ 76,734		\$ 80,916	\$ 83,045	\$ 85,161	\$ 87,205	\$ 89,354		\$ 93,640		\$ 97,922		-	\$112,396	\$116,478
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B+45	\$ 66,341	\$ 67,803	\$ 69,361		\$ 74,168	\$ 75,983	\$ 77,873	\$ 79,823	\$ 81,816	\$ 83,814	\$ 85,808	\$ 87,735	\$ 89,745	\$ 91,759	\$ 93,779	\$ 95,791	\$ 97,803	\$ 99,119	\$104,676	\$111,202	\$115,237
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B+30	64,883	6 66,343	68'29 9	20,890	\$ 72,578	\$ 74,333	76,155	\$ 78,045	6 79,989	8 81,93	\$ 83,867	\$ 85,75	87,70	19'68	\$ 91,63	\$ 93,59	\$ 95,56	\$ 96,77	\$102,18	\$108,621	\$112,63
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B	63,42	64,887	66,402	69,347	70,980	72,666	74,430	76,258	78,151	80'03	81,938	83,752	85,67	87,579	89,49	91,407	93,313	94,428	99,70	06,042	110,037
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B+0	6	63				70,921												92	97	103,	107,429
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J.C.

### **SCHEDULE B**

# 2023-2024 Salary Schedule

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						\$ 81.774											\$105		\$108	\$114,8	\$121,7	\$125
	M+45			\$ 74.741		\$ 79,857	\$ 81,817	\$ 83,850	\$ 85,962	\$ 88,120	\$ 90,279	\$ 92,428	\$ 94,833	\$ 96,687	\$ 98,861	\$101,050	\$103,222	\$105,392	\$106,962	\$112,978	\$119,859	\$124,007
	M+30			\$ 72,865		\$ 77,940	\$ 79,885		\$ 83,997				\$ 92,540		\$ 96,894	\$ 99,073	\$101,253	\$103,436	\$105,084	\$111,091	\$117,975	\$122,124
	M+15					\$ 76,042							\$ 90,572			97	\$ 99,289	\$101,463	\$103,197	\$109,198	\$116,074	\$120,225
	O+W	\$ 65,921				\$ 74,008	\$ 75,942	\$ 77,961	\$ 80,056	\$ 82,210	\$ 84,374	\$ 86,524	\$ 88,601	\$ 90,784	\$ 92,955	\$ 95,139	\$ 97,307	\$ 99,489	\$101,304	\$107,307	\$114,194	\$118,342
	B+60	\$ 68,694		\$ 72,196		\$ 78,054		\$ 80,902	\$ 82,908		\$ 87,067	\$ 89,150	\$ 91,148	\$ 93,249	\$ 95,349	\$ 97,447		\$101,650	\$103,081	\$108,872	\$115,605	\$119,726
	B+45	\$ 67,403		\$ 70,471		\$ 75,354	\$ 77,199				\$ 85,155	\$ 87,181	\$ 89,139	\$ 91,181	\$ 93,227	\$ 95,279	\$ 97,324	\$ 99,367	8	\$106,351	\$112,982	\$117,081
1	B+30		\$ 67,404			\$ 73,740						85,209	87,123	89,106	91,105	93,097	95,091	97,089	98,322	•	\$110,359	\$114,438
í	B+15	\$ 64,441	\$ 65,923	\$ 67,465	\$ 70,456	\$ 72,115	\$ 73,829	\$ 75,621	\$ 77,479	\$ 79,401	\$ 81,318	\$ 83,246	\$ 85,092	\$ 87,042	\$ 88,981	\$ 90,926	\$ 92,870	\$ 94,806	\$ 95,939	\$101,297	\$107,738	\$111,798
		62,788	64,241	65,752	68,726	\$ 70,357	72,056	73,823	75,657	77,527	79,405	81,277	83,082	84,970	86,856	88,744	90,632	92,531	93,559	98,764	105,106	109,148
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#### **SCHEDULE C**

\$110,604 \$116,700 \$123,694

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95,911 98,015

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\$104,874 \$102,667

87,176 89,342 91,531 93,722

75,937 79,212 81,135 83,126 85,192 87,337 89,529 91,723 96,350 98,234

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# 2024-2025 Salary Schedule

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M+30	\$ 70,567	\$ 72,270	\$ 74,031	\$ 77,282	\$ 79,187	\$ 81,163	\$ 83,214	\$ 85,341	\$ 87,527	\$ 89,725	\$ 91,919	\$ 94,021	\$ 96,235	\$ 98,444	\$100,658	\$102,873	\$105,090	\$106,765	\$112,868	\$119,863	\$124,078
M+15	68,737	70,411	72,151	75,378		79,209		83,336	85,534					96,452		100,877					
M+0						\$ 77,157				\$ 85,724	\$ 87,908	\$ 90,018	\$ 92,236	\$ 94,442	361		381	325	324	321	235
B+60	\$ 69,793	\$ 71,656	\$ 73,351	\$ 76,525	\$ 79,303	\$ 80,238	\$ 82,196	\$ 84,235	\$ 86,350	\$ 88,460	\$ 90,576	\$ 92,606	\$ 94,741	\$ 96,875	\$ 99,006	\$101,142	\$103,277	\$104,730	\$110,614	\$117,455	\$121,641
B+45						\$ 78,434															
B+30		68,483	70,081	73,177	74,919	\$ 76,731	78,611												\$105,485		
B+15	\$ 65,472	226,99	68,544	71,584	73,269	\$ 75,010	76,831	\$ 78,719	\$ 80,671	\$ 82,619	\$ 84,578	\$ 86,454	\$ 88,434	\$ 90,404	\$ 92,381	\$ 94,356	\$ 96,323	\$ 97,474	\$102,917	\$109,462	\$113,587
B+0			-			73,209			78,767	80,675	82,577	84,411	86,329	88,246	90,163	92,082	94,011	95,056	100,344	106,788	110,895

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## **SCHEDULE D**

# 2025-2026 Salary Schedule

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M+60	7	\$ 77,298				\$ 86,509		40			\$ 97,493		200	\$104,141	\$106,389	\$108,635	\$110,888	\$112,429	\$118,625	\$125,735	\$130,018
M+45	\$ 73,622	\$ 75,370	\$ 77,190	\$ 80,519	\$ 82,474	\$ 84,498	\$ 86,597	\$ 88,778	\$ 91,007	\$ 93,236	\$ 95,456	\$ 97,940	\$ 99,855	\$102,100	\$104,361	\$106,604	\$108,845	\$110,466	\$116,680	\$123,786	\$128,070
M+30	<b>/</b> -	\$ 73,462				\$ 82,502	\$ 84,587	\$ 86,749	\$ 88,971	\$ 91,206	\$ 93,436	\$ 95,572	\$ 97,823	\$100,069	\$102,319	\$104,570	\$106,824	\$108,527	\$114,730	\$121,840	\$126,125
M+15	\$ 69,871				\$ 78,533		\$ 82,573	\$ 84,711	\$ 86,946	\$ 89,166	\$ 91,392	\$ 93,539	\$ 95,782	\$ 98,043	\$100,284	\$102,542	\$104,788	\$106,578	\$112,776	\$119,877	\$124,164
M+0		\$ 69,613			\$ 76,432	\$ 78,430	\$ 80,516	\$ 82,679	\$ 84,904	\$ 87,139	\$ 89,359	\$ 91,504	\$ 93,758	\$ 96,000	\$ 98,256	\$100,495	\$102,749	\$104,623	\$110,823	\$117,935	\$122,219
B+60	\$ 70,945	\$ 72,839	\$ 74,562	\$ 77,788	\$ 80,612	\$ 81,562			\$ 87,774		\$ 92,071	\$ 94,134		\$ 98,473	\$100,639	\$102,811	\$104,981	\$106,458	\$112,439	\$119,393	\$123,648
B+45					\$ 77,823		\$ 81,711				\$ 90,038		\$ 94,169	\$ 96,282	\$ 98,401	\$100,513	\$102,623	\$104,004	\$109,835	\$116,683	\$120,917
B+30					\$ 76,156	\$ 77,997	\$ 79,908		\$ 83,931	\$ 85,971	\$ 88,001	\$ 89,977				\$ 98,207	\$100,270	\$101,543	\$107,225	\$113,975	\$118,188
B+15		89	69		74	76,	78	8	82	ထိ	\$ 85,974	87	8	6	8	95	97	66	\$104,616	111	\$115,461
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## **SCHEDULE E**

# 2026-2027 Salary Schedule

175%

2025-2026 +

M+45		\$ 76,689		\$ 81,928	\$ 83,917	\$ 85,977	\$ 88,113	\$ 90,332	\$ 92,599	\$ 94,868	\$ 97,127	\$ 99,654	\$101,602	\$103,887	\$106,187	\$108,470	\$110,750	\$112,399	\$118,722	\$125,952	\$130,311
M+30	72,987	\$ 74,748	76,570		\$ 81,902				90,528			97,245		\$101,820	\$104,110	\$106,400	\$108,694	\$110,426	\$116,738	\$123,973	\$128,333
M+15	\$ 71,094	\$ 72,826				\$ 81,925		\$ 86,193	\$ 88,467	\$ 90,726	\$ 92,991	\$ 95,176	\$ 97,459	\$ 99,759	\$102,039	\$104,336	\$106,622	\$108,444	\$114,750	\$121,975	\$126,337
M+0	\$ 69,273	\$ 70,831	\$ 72,484	\$ 75,820	\$ 77,770	\$ 79,802	\$ 81,925	\$ 84,126	\$ 86,390	\$ 88,664	\$ 90,922	\$ 93,105	\$ 95,399	\$ 97,680	\$ 99,975	\$102,254	\$104,547	\$106,454	\$112,762	\$119,999	\$124,358
B+60		\$ 74,113			\$ 82,022			\$ 87,123		\$ 91,493	\$ 93,682		\$ 97,989	\$100,197	\$102,400	\$104,610	\$106,818	\$108,321	\$114,407	\$121,482	\$125,812
B+45		\$ 72,390			\$ 79,185		\$ 83,141			\$ 89,484	\$ 91,613	\$ 93,671	\$ 95,817		\$100,123	\$102,272	\$104,419	\$105,824	\$111,757	\$118,725	\$123,033
B+30	\$ 69,273	\$ 70,831			\$ 77,488		\$ 81,306	\$ 83,325		\$ 87,476	\$ 89,541	\$ 91,552		95	\$ 97,830		\$102,025	\$103,320	\$109,102	\$115,970	\$120,256
B+15	\$ 67,717	\$ 69,274		\$ 74,038	\$ 75,781			\$ 81,418	\$ 83,438	\$ 85,452	\$ 87,478	\$ 89,418	\$ 91,467		\$ 95,549		\$ 99,626	\$100,816	\$106,446	\$113,215	\$117,481
B+0	\$ 65,980	67	\$ 69,095	\$ 72,220	\$ 73,934	\$ 75,719	\$ 77,576	\$ 79,503	\$ 81,468	\$ 83,441	\$ 85,409	\$ 87,306	\$ 89,289	\$ 91,272	\$ 93,255	\$ 95,240	\$ 97,235	\$ 98,316	\$103,785	\$110,450	\$114,697
Row	*	8		4	ເດ	ဖ	7	00	6	10	£	12	13	14	72	16	17	200	20	20	21

\$ 76,843 \$ 78,651 \$ 80,523 \$ 83,871 \$ 85,932 \$ 86,023 \$ 92,405 \$ 92,405 \$ 92,405 \$ 92,405 \$ 96,935 \$ 96,935 \$ 96,935 \$ 96,935 \$ 96,935 \$ 101,376 \$ 110,536 \$ 110,536 \$ 112,829 \$ 112,829 \$ 112,829

> \$215 Row 25 = Row 21 + Row 27 = Row 25 +

> > for every 3 credits above the column add

-\$14,150 \$7,500



# SCHEDULE F

2022-2027 Salary Schedule - Therapist Assistants	edule - Therapis	st Assistants			
	202-2023	2023-2024	2024-2025	2025-2026	2026-2027
Schedule increase	1.60%	1.60%	1.60%	1.65%	1.75%
Row					
1	\$51,076	\$51,893	\$52,723	\$53,593	\$54,531
2	\$51,435	\$52,258	\$53,095	\$53,971	\$54,915
3	\$51,801	\$52,629	\$53,471	\$54,354	\$55,305
4	\$52,161	\$52,996	\$53,844	\$54,732	\$55,690
. 2	\$52,526	\$53,367	\$54,221	\$55,115	\$56,080
9	\$52,887	\$53,733	\$54,593	\$55,494	\$56,465
7	\$53,251	\$54,103	\$54,969	\$55,876	\$56,854
8	\$53,617	\$54,475	\$55,347	\$56,260	\$57,245
6	\$53,976	\$54,839	\$55,717	\$56,636	\$57,627
10	\$54,341	\$55,210	\$56,094	\$57,019	\$58,017
11	\$55,414	\$56,301	\$57,202	\$58,145	\$59,163
12	\$56,480	\$57,383	\$58,301	\$59,263	\$60,300
13	\$57,576	\$58,497	\$59,433	\$60,414	\$61,471
14	\$58,657	\$59,595	\$60,549	\$61,548	\$62,625
15	\$59,722	\$60,677	\$61,648	\$62,665	\$63,762
16	\$60,771	\$61,743	\$62,731	\$63,766	\$64,882
17	\$61,787	\$62,776	\$63,780	\$64,832	\$65,967
Any unit member on Step 17 of the salary schedule for 3 or more years shall receive an additional \$1000	17 of the salary sche	dule for 3 or more y	ears shall receive an	additional \$1000	
Any unit member on Step 17 of the salary schedule for 8 or more years shall receive an additional \$1000	17 of the salary sche	dule for 8 or more y	ears shall receive an	additional \$1000	
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027



SCHEDULE G - COACH/ASSISTANT COACH STIPENDS

BOYS/GIRLS' SPORTS	LEVEL?	SEASON	2022-23	2023-24	2024-25	2025-26	2026-2
Bowling	Varsity	Winter	\$4,356	\$4,426	\$4,497	\$4,571	\$4,651
Spring Track	Modified B	Spring -	\$3,265	\$3,317	\$3,370		
	Asst Modified		\$2,179	\$2,214	\$2,250		
Cross Country	Modified B	Fall	\$2,721	\$2,765	\$2,809	\$2,856	\$2,906
Unified Basketball	Unified	Spring	\$2,721	\$2,765	\$2,809	\$2,856	\$2,906
Unified Bowling	Unified	Winter	\$2,642	\$2,684	\$2,727	\$2,772	\$2,820
Weight Room	High School	Fall	\$3,074	\$3,123	\$3,173	\$3,226	\$3,282
	High School	Winter	\$3,267	\$3,319	\$3,372	\$3,428	\$3,448
	High School	Spring	\$3,267	\$3,319	\$3,372	\$3,428	\$3,448
BOYS'SPORTS	LEVEL	SEASON	2022-23	2023-24	2024-25	2025-26	2026-2
Baseball	Varsity	Spring	\$5,123	\$5,205	\$5,289	\$5,376	\$5,470
	Asst. Varsity	Spring	\$3,074	\$3,123	\$3,173	\$3,226	
	Jr Varsity	Spring	\$3,265	\$3,317	\$3,370	\$3,426	\$3,485
	Freshman	Spring	\$3,265	\$3,317	\$3,370	\$3,426	
1	Modified B	Spring	\$2,721	\$2,765	\$2,809	\$2,856	
Basketball	Varsity	Winter	\$5,445	\$5,532	\$5,621	\$5,713	\$5,813
	Asst. Varsity	Winter	\$3,267	\$3,319	\$3,372	\$3,428	\$3,488
	Jr Varsity	Winter	\$3,265	\$3,317		\$3,426	\$3,485
	Freshman	Winter	\$3,264			\$3,425	\$3,485
Cuona Caumbur	Modified B	Winter	\$2,721	\$2,765 \$4,426		\$2,856 \$4,571	\$2,906 \$4,651
Cross Country Football	Varsity Varsity	Fall Fall	\$4,356 \$5,445	\$5,532		\$5,713	\$5,813
LOOLDSII	Asst Varsity	Fall	\$3,265	\$3,317		\$3,426	\$3,485
T- T-	Asst Varsity	Fall	\$3,265	\$3,317		\$3,426	\$3,485
	Jr Varsity	Fall	\$3,265	\$3,317		\$3,426	\$3,485
	Asst Jr Varsity	Fall	\$2,449	\$2,488	\$2,528	\$2,569	\$2,614
	Asst Jr Varsity	Fall	\$2,449	\$2,488	\$2,528	\$2,569	\$2,614
	Freshman			\$3,317		\$3,426	\$3,485
		Fall	\$3,265		\$3,370		
0-1f	Asst Freshman	Fall	\$2,179	\$2,214	\$2,250	\$2,287	\$2,327
Golf	Varsity	Spring	\$3,742	\$3,802	\$3,863	\$3,927	\$3,996
Indoor Track	Varsity	Winter	\$5,445	\$5,532	\$5,621	\$5,713	\$5,813
	Asst Varsity	Winter	\$3,265	\$3,317		\$3,426	\$3,485
Lacrosse	Varsity	Spring	\$5,123				
	Asst. Varsity	Spring	\$3,074		\$3,173	\$3,226	\$3,282
	Jr Varsity	Spring	\$3,265	\$3,317	\$3,370	\$3,426	\$3,485
Soccer	Varsity	Fall	\$5,123	\$5,205	\$5,289	\$5,376	
	Asst. Varsity	Fall	\$3,074	\$3,123	\$3,173	\$3,226	
	Jr Varsity	Fall	\$2,721	\$2,765	\$2,809	\$2,856	
	Modified B	Fall	\$2,721	\$2,765	\$2,809		
Spring Track	Varsity	Spring		\$5,532	\$5,621	\$5,713	\$5,813
	Asst Varsity	Spring	\$3,265	\$3,317	\$3,370	\$3,426	\$3,485
Swimming	Varsity	Winter	\$5,445	\$5,532	\$5,621	\$5,713	\$5,813
	Asst Varsity	Winter	\$3,265	\$3,317	\$3,370	\$3,426	\$3,485
ennis	Varsity	Spring	\$3,742	\$3,802	\$3,863	\$3,927	\$3,996
/oileyball	Varsity	Fall	\$5,123	\$5,205	\$5,289	\$5,376	\$5,470
	Asst. Varsity	Fall		\$3,123		\$3,226	
	Jr Varsity	Fall	\$2,721	\$2,765	\$2,809	\$2,856	\$2,906
	1			- 1			_



Wrestling	Varsity	Winter	\$5,445	\$5,532			
	Asst. Varsity	Winter	\$3,267	\$3,319	\$3,372	\$3,428	\$3,488
	Jr Varsity	Winter	\$3,265	\$3,317	\$3,370	\$3,426	\$3,485
	Modified B	Winter	\$2,721	\$2,765	\$2,809	\$2,856	\$2,906
GIRLS SPORTS	EEVEL 1	SEASON	2022-23	2023-24	2024-21	2025-26	2026-2
Basketball	Varsity	Winter	\$5,445	\$5,532	\$5,621	\$5,713	\$5,813
	Asst. Varsity	Winter	\$3,267	\$3,319	\$3,372	\$3,428	\$3,488
	Jr Varsity	Winter	\$3,265	\$3,317	\$3,370		\$3,485
	Modified B	Winter	\$2,721	\$2,765	\$2,809	\$2,856	\$2,906
Cheerleading	Varsity	Fall	\$5,043	\$5,124	\$5,206		\$5,384
	Asst. Varsity	Fail	\$3,074	\$3,123	\$3,173		\$3,282
	Jr Varsity	Fall	\$2,679	\$2,722	\$2,765		\$2,860
	Modified B	Fall	\$2,679	\$2,722	\$2,765	\$2,811	\$2,860
	Varsity	Winter	\$5,359	\$5,445	\$5,532		\$5,722
	Asst. Varsity	Winter	\$3,074	\$3,123	\$3,173	\$3,226	\$3,282
	Jr Varsity	Winter	\$3,213	\$3,264	\$3,317		\$3,430
	Modified B	Winter	\$2,679	\$2,722	\$2,765		\$2,860
Cross Country	Varsity	Fall	\$4,356	\$4,426	\$4,497		\$4,651
Field Hockey	Varsity	Fall	\$5,123	\$5,205	\$5,289	\$5,376	\$5,470
rieiu liockey	Asst. Varsity	Fall	\$3,074	\$3,123	\$3,173	\$3,226	\$3,282
	Jr Varsity	Fall	\$2,721	\$2,765	\$2,809	\$2,856	\$2,906
	Modified B	Fall	\$2,721	\$2,765	\$2,809	\$2,856	\$2,906
 Golf	Varsity	Spring	\$3,742	\$3,802	\$3,863	\$3,927	\$3,996
Symnastics Symnastics	Varsity	Winter	\$5,445	\$5,532	\$5,621	\$5,713	\$5,813
Syllilastics	Asst Varsity	Winter	\$3,265	\$3,317	\$3,370	\$3,426	\$3,485
ndoor Track	Varsity	Winter	\$5,445	\$5,532	\$5,621	\$5,713	\$5,813
IIddol IIack	Asst Varsity	Winter	\$3,265	\$3,317	\$3,370	\$3,426	\$3,485
	Varsity	Spring	\$5,123	\$5,205	\$5,289	\$5,376	\$5,470
acrosse	Asst. Varsity		\$3,074	\$3,123	\$3,173	\$3,226	\$3,282
		Spring					
	Jr Varsity	Spring	\$3,265				
Soccer	Varsity	Fall	\$5,123		\$3,173		
	Asst. Varsity	Fall Fall	\$3,074	\$2,765		\$2,856	
,	Jr Varsity		\$2,721		\$2,809	\$2,856	\$2,906
61.8	Modified B	Spring	\$2,721	\$2,765		\$5,376	\$5,470
oftball	Varsity	Spring	\$5,123	\$5,205	\$5,289 \$3,173		
	Asst. Varsity	Spring	\$3,074	\$3,123		\$3,226	\$3,282
		Spring	\$3,265	\$3,317		\$3,426	\$3,485
		Spring	\$2,721	\$2,765		\$2,856	\$2,906
pring Track		Spring	\$5,445	\$5,532		\$5,713	\$5,813
		Spring	\$3,265		\$3,370		\$3,485
wimming		Falí	\$4,356	\$4,426	\$4,497		\$4,651
		Fall	\$2,614			\$2,743	\$2,791
ennis		Fall	\$3,742		\$3,863	\$3,927	\$3,996
'olleyball		Fall	\$5,123	\$5,205	\$5,289	\$5,376	\$5,470
		Fali	\$3,074	\$3,123	\$3,173	\$3,226	\$3,282
		Fall	\$2,721	\$2,765	\$2,809	\$2,856	\$2,906
	Modified B	Fall	\$2,179	\$2,214	\$2,250	\$2,287	\$2,327



### **SCHEDULE H - INTRAMURAL SPORT STIPENDS**

SCHOOLS	# OF HOURS	HOURLY STIPEND	TOTAL
ELEMENTARY SCHOOLS			
Adaptive PE	70	\$40.00	\$2,800
At Large	40	\$40.00	\$1,600
Brinckerhoff	125	\$40.00	\$5,000
Evans	100	\$40.00	\$4,000
Fishkill	100	\$40.00	\$4,000
Fishkill Plains	125	\$40.00	\$5,000
Gayhead	170	\$40.00	\$6,800
Kinry	170	\$40.00	\$6,800
Myers	170	\$40.00	\$6,800
Oak Grove	100	\$40.00	\$4,000
Sheafe	125	\$40.00	\$5,000
Van Wyck Grade 6	170	\$40.00	\$6,800
TOTAL	1,465		\$58,600
JUNIOR HIGH SCHOOLS			
Van Wyck Grades 7 & 8	360	\$40.00	\$14,400
	+ 1 position at	714	\$714
WJHS Grades 7 & 8	360	\$40.00	\$14,400
	+1 position at	714	\$714
TOTAL	720	+ 2 positions	\$30,228
SENIOR HIGH SCHOOLS			
John Jay	300	\$40.00	\$12,000
•	+ 1 position at	714	\$714
RCK	300	\$40.00	\$12,000
	+ 1 position at	714	\$714
TOTAL	600	+ 2 positions	\$25,428
GRAND TOTAL	2,785		\$114,256

The number of hours available to each building is subject to change, but the Grand Total of hours will be at least 2,785 and 4 positions



### **SCHEDULE I - ADVISORSHIP STIPENDS**

2022-23 Base Salary	\$4,645
2023-24 Base Salary	\$4,719
2024-25 Base Salary	\$4,794
2025-26 Base Salary	\$4,873
2026-27 Base Salary	\$4,958

ADVISORSHIP POSITIONS:

					_		ELEM WITH 6TH GRADE	ELEM WITH 6TH GRADE CENTER			OTHER ELEM
Extracurricular Activities	\$H5 Contract		SHS Budge	t JH	\$	JHS Budget	CENTERS	BUDGET	OTHER ELEN	1	BUDGET
Audio-Visuel Advisor				0.400	)	0.400					
Big Band (Grades 9-10)	0.250		0.250								
Class Advisor - Grade 9		(2)	0.500								
Class Advisor - Grade 10		(2)	0.500								
Class Advisor - Grade 11		(2)	0.560								
Class Advisor - Grade 12		(2)	0.860								
DECA	0.500		0.500								
FBLA	0.500		0.500								
DECA/FBLA Honor Society	0.350		0.350	0.300		0,300					
Hope/Swift	0.250		0.250	0.300		0,300					
Jazz Ensemble (Grades 11-12)	0.400		0.400								
Lighting Director	0.600		0.600								
Literary Magazine Advisor	0.400		0,400	0.300		0.300					
Art Advisor	0.350		0.350	-,							
Asst Advisor				0,140		0.140					
Math Club	0.250		0.250			0.250	0,250	0.250	0,250		0.250
Marching Band Olrector	0.220		0,220								
Associate Director	0.120		0.120								
Flag & Color Guard Instructor	0.180		0.180								
Orill Instructor	0,180		0.180								
Orum Line Instructor	0.180		0.180								
Music Director	0.180		0.180								
Drill Designer	0.045		0.045								
Multicultural Club	0.250		0,250								
Newspaper Editorial Advisor	0.450		0.450	0.390		0.390	0.350	0.950	0.250		0.250
Assistant Advisor	0.400		0.400								
Production Advisor	,	2)	1.200		(2)	1.000	0.350	0.350	0.350	(2)	0.700
Asst Production Advisor		(2)		0.400	(2)	0.800	0,250	0.250			
Choral Director	0.350			0.350		0.350	0,350	0.350			
Choreographer	0.350		0.350			0.000	0.000	0.250			
Musical Director	0,350			0.350		0.350	0.350	0.350			
Stage Crew Advisor	0.600 0.350		0.600	0.300		0,350					
Technical Director		2)	0.500	0,550		0,330					
Science Olympiad Ski Club	0,180	-1	0.180	n 180		0.180					
Store Advisor	0.470			0.350		0.350	0.350	0.350			
Student Accounts Treasurer	1.000			0.650		0.650	0.020	0,000			
Student Council	0.550			0.390		0.390	0.390	0.390	0.390		0.390
Asst Student Council	0.430		0,430			0,330					
Ticket Manager	0.500		0,500								
Yearbook Advisor	0.500		0.500	0.400		0.400	0.350	0.350	0.350		0,350
Art Advisor	0.350		0.350								
Asst Advisor	0.350		0.350	0.250		0.250					
Business Advisor	0.350		0.350								
Literary Advisor	0.350		0.350								
Youth Against Racism	0,250		0.250								
Special Interest Clubs											
Special Interest	0.250 (7	7)	1.750	0.250	(5)	1.250	0.250 (	2) 0.500	0,250	{2}	0.500
Student Support Programs											
Academic Standards Coordinator	0.400		0.400	00E.0		00E.0					
Learning Center	0.600		0.600								
Peer Leadership	0.950		0.350								
Peer Mediation	0.350		0.350			0.700	0.350 (2	*	0.350		0.700
Project Homework	0.350 (2	2)	0.700	0.350	(2)	0.700	0.350 (2	9,700	0,350	(2)	0.700
Project Team	0.350		0.350								
Renaissance	0.250 {2	2)	0.500								
Transportation Manager	0.450		0.450	0.400		0.400	0,400	0.403	0.400		0.400
TOTAL POSITIONS ALL SCHOOLS	47.81		47.81			20.86		10.58			33.92

The District retains the right to replace positions that are not needed with notice to the WCT.

New positions will be special interest club advisorships funded at .25, Student Support Program advisorships are non-transferable.

individuals assigned to more than one position will be paid for each assigned position.

The District and WCT agree to the need to develop job qualifications, job descriptions, and evaluation procedures for each advisorship.



### APPENDIX 1 - SIDE LETTERS

- 1. May 6, 1997 memorandum of agreement regarding epipens
- 2. June 27, 2005 memorandum of agreement regarding Employer Non-elective contributions of termination payments to retiring unit members



# Memorandum of Agreement

The Wappingers Central School District (hereinafter District) and the Wappingers Congress of Teachers (hereinafter Congress) enter into this memorandum of agreement (hereinafter agreement) as a final resolution to the mediation conducted between the parties regarding the issue of the administration of epinephrine injections (epipens) by Congress members to the students of the District.

- 1. The District and the Congress recognize the importance of educational field trips as an aid to instruction. Further, the parties recognize that teachers stand in loco parentis of the students who have been placed in their charge and that they have the duty to take all steps which are reasonably necessary to ensure the health, safety and well being of such students. Such responsibility is inherent in the essence of what a teacher does.
- There is no legal or medical reason why a teacher may not administer an epipen injection to an
  epipen dependent student who is unable to self-administer. However, for personal reasons, an
  individual teacher or teachers may be unable to administer an epipen injection in an emergency.
- 3. Therefore, the parties agree that when a student with an epipen prescription is involved in a field trip, the procedures contained herein shall be followed.
- 4. The District and the Congress will mutually develop an appropriate training program for the teachers with respect to the administration of epipen injections to students. This will be accomplished prior to the District scheduling any training programs for Congress members. The terms of the training shall be agreed to by both parties. Such program development will include the assistance of the School Physician and the participation of the respective school nurses.
- 5. The teacher who has an epipen dependent student in his/her classroom shall notify the school nurse of a pending field trip and will complete the required field trip request form. Such form shall be created and/or modified at the sole discretion of the District, but shall be consistent with the terms of the agreement.
- 6. When a field trip involves traveling to a location where a means of communication is not reasonably available in the event of an emergency involving an epipen dependent student, an alternative means of communication will be established. Such alternative means of communication may include a cellular telephone, a two-way radio on the bus, or any other device or procedure reasonably designed to address the potential problem.

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- If the epipen dependent student is grade 4 or above, the school nurse will determine whether the student's parent or guardian has given permission for the student to self-administer the epipen. The student will not be permitted to self-administer in the absence of such written permission.
- Should an individual teacher reach the conclusion that he/she will be personally unable to administer an epipen injection to a student, such teacher will be permitted to take a sick leave day on the date of the field trip. A substitute teacher who is able to assume the responsibility for the well being of the students will be hired to accompany the class on the field trip. The teacher who is unable to administer epipen injections to students on a field trip must provide to the District a note from his/her physician or other health care professional indicating proof that he/she is unable to do so. Such note shall only be required once annually and will be kept on file with the Personnel Office for reference when the teacher requires the use of a sick leave day for the purpose set forth hereinabove.
- 9. The parent and/or guardian of an epipen dependent student will be invited to chaperone the trip and assume responsibility for administering the epipen in the event of an emergency, if the student's teacher is not accepting responsibility for administering the epipen to such student. The parent or guardian may also designate another adult to do so. Such designation shall be in writing and shall be on file with the student's teacher and the school nurse.
- 10. Should such epipen dependent student's parent or guardian decline to chaperone the field trip or to appoint another adult to do so, the teacher accompanying the student on the field trip will assume responsibility for administering the epipen in an emergency.
- 11. The school nurse will prepare the epipen kit for the teacher prior to the field trip. The teacher accompanying the class on the trip will deliver the epipen kit to the bus driver, who will carry it in the First Aid Kit while transporting students to and from the field trip location.
- 12. Upon arrival at the field trip location, the epipen kit will be transferred by the teacher to one of the following people:
  - a. parent, guardian, or other designated adult

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- b. student (if written permission to self-administer has been obtained)
- c. if none of the above, then the teacher will retain possession
- 13. In any case involving the administering of an epipen injection to a student, an ambulance will be called immediately and the student will thereafter be transported to a health care facility for appropriate medical treatment.



- 14. If the epipen has not been used, it will be returned to the bus driver, transported back to the school in the First Aid Kit, and thereafter delivered by the teacher to the school nurse.
- 15. The terms of this memorandum shall be attached to and made a part of the Collective Bargaining Agreement between the named parties dated 1992-1998.
- 16. The terms of this memorandum shall not be precedent setting upon either party.
- 17. The terms of this agreement must be ratified by the Wappingers Central School District Board of Education.

So Agreed:

Wappingers Central School District

Wappingers Congress of Teachers

Board of Education

Board of Education

Date: 5 /6/97

Ron Warman, President

Date: 5/5/97



# MEMORANDUM OF AGREEMENT (hereinafter "MOA")

THIS AGREEMENT, entered into as of the 27<sup>th</sup> day of June 2005, by and between Wappingers Central School District ("Employer") and the Wappingers Congress of Teachers (the "Association"), does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective June 27, 2005 the Employer and Association agree to the following:

- No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
- 2. Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

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

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

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Explanation for TRS Categories: Under Education Law § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may <u>not</u> include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to five (5) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.
- 3. 403(b) Accounts Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
- 4. <u>Tier I Adjustments</u> Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- 5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- 6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
- 7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
- 8. Employer Non-Elective Contribution Equal to Termination Pay The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who

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is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Section 11.2 of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than thirty days following the employee's severance date.

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Salary Elective Program. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than February 1st. The total amount of Employer's Non-Elective Contribution for each eligible employee shall equal \$20,000 and shall be made within thirty days of employee's severance date. Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended. Excess contributions shall be handled in accordance with paragraph 2 of this agreement.

P.D. C.

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For Employer

By: Suhal a June

Dated: 6/27/05

For the Association

By: Parquel Bell Cup

Dated: 6/24/05

