

**AGREEMENT BETWEEN**

**THE MILLBROOK BOARD OF EDUCATION**

**&**

**THE MILLBROOK TEACHERS' ASSOCIATION**



**July 1, 2021- June 30, 2024**

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## **AGREEMENT**

This Agreement is made this 27th day of June, 2021, by and between:

**MILLBROOK CENTRAL SCHOOL DISTRICT**

**&**

**MILLBROOK TEACHERS' ASSOCIATION**

### **PREAMBLE**

In order to carry out the Taylor Law of 1967 to increase the effectiveness of professional employees, to encourage a close harmonious working relationship between the Board, the teaching staff, and to thus improve the quality of education within our District, the Millbrook Board of Education (hereinafter known as the "Board") and the Millbrook Teachers' Association (hereinafter known as the "Association") enter into this Agreement effective the 1st day of July, 2021.

### **DEFINITIONS**

As used herein the term:

District shall mean Millbrook Central School District;

Board shall mean the Board of Education of the District;

Superintendent and/or Chief School Administrator shall mean the Chief Executive Officer of the District;

Association shall mean the Millbrook Teachers' Association.

### **ARTICLE I: RECOGNITION**

The Board recognizes the Association as the exclusive representative of the teaching staff of the District, such recognition to continue from the date hereof for the maximum period allowed by present law.

Included members in the MTA bargaining unit are the following:

All regularly employed classroom teachers requiring certification by the New York State Education Department, inclusive of pre-kindergarten teachers\* kindergarten teacher(s), elementary teacher(s), secondary teacher(s), library-media specialist(s), guidance counselor(s), reading teacher(s), AIS teacher(s), school psychologist(s), speech therapist(s), physical education

teacher(s), health teacher(s), special education teacher(s), ESL teacher(s), music teacher(s), art teacher(s), family & consumer science teacher(s), technology teacher(s), and any other regularly employed special area classroom teachers and/or certified staff who provide related instructional services. Regular substitute teachers who are hired for a fixed term of more than a semester, or a fixed term equivalent amount of time starting after a semester begins, shall be deemed employees covered by the provisions of this agreement. Part-time unit members who work less than one-half (.5) time shall not be entitled to benefits.

\*The Association acknowledges that the District has the right pursuant to Education Law §3602-e to arrange for community based pre-kindergarten programs that employee teachers who are not covered under the provisions of this collective bargaining agreement and that pre-kindergarten teaching is not exclusively the work of the bargaining unit herein represented by the Association.

## ARTICLE II: PROFESSIONAL IMPROVEMENT

### A. In-Service Education

In-service courses may be recommended by the Board and/or the Administration and/or a group of interested teachers. Teachers will be involved with the administration and planning of proposed courses and the needs of the District will largely govern their content and the extent of participation.

Each teacher may acquire up to 45 hours of in-service credit each semester in coursework pre-approved for them by the administration. Predetermined credits for attendance will be granted as follows for the purpose of administering the salary schedule:

15 hours	-	1.0 credit
23 hours	-	1.5 credits
30 hours	-	2.0 credits
45 hours	-	3.0 credits

All proposed courses must be recommended by the administration to the Board for its final approval.

### B. Teacher Improvement Training

#### 1. Reimbursements

In the event that the Board approves the payment of a teacher's expenses to workshops, training courses, meetings, conferences or the teacher engages in any other type of activity in which expenses are reimbursable, the teacher will receive the amount on the next regular payday, or no later than two (2) weeks after the expenses have been submitted in proper form.

2. Payment for Required Training

Teachers who are required by resolution of the Board to attend summer workshops shall be paid at the rate of 1/200th of their regular salary for each day of the workshop attended.

3. Doctorate Degree Stipend

Add a stipend of \$1,600.00, effective July 1, 2004, for Ph.D., Ed.D. and Psych.D. where the degree is related to the teacher's job.

4. Teacher Trainers

The District may employ members of the bargaining unit to serve as Teacher Trainers, to be paid at the rate of \$50.00 per hour of presentation for workshops conducted by them either during the teacher work day or for training events conducted beyond the hours of the regular teacher work day.

5. National Board Certification for Teachers

The District shall provide a stipend of one thousand eight hundred (\$1800) dollars for any teacher who receives National Board Certification for the period of ten (10) years from when the member receives certification.

6. National Certification & Licenses for Non-Teachers

Non-teachers holding national certifications and/or licenses will be paid a stipend of one thousand eight hundred (\$1,800) dollars in addition to their regular salary.

C. Graduate Study Increments

Increments shall be granted at the rate of \$57.00 effective July 1, 2008, which shall be increased to \$65.00 effective July 1, 2014, for each bona fide additional college credit earned beyond scales BA and MA, subject to the following conditions:

New credits will be recorded, on forms available in the general office of each school building and additional increments granted twice a year, following Board approval. The cut-off dates for submission of claim forms will be February 28th and September 30th. Credit hours that count for these increments shall be limited to 60 over the BA and MA scales. Written approval on forms available in the general office of each school building must be obtained from the Administration before registering for courses to be considered for credits that count for these increments.

Courses pursued must be in the original or related field of study for the teaching degree in the field now teaching. Courses in educational administration will not be considered as meeting the requirements of these additional increments unless such coursework is an elective part of the

teacher's program for permanent certification for the position in which s/he is employed in the District. Courses pursued for the purpose of obtaining a provisional teaching certificate will not be considered as meeting the requirements of these additional increments.

Increments shall be granted for all credits earned in all accredited educational institutions before employment by the Millbrook Central School District.

D. Summer Study Grants

1. Number of Grants

Two (2) teachers each year shall be entitled to summer study grants. Teachers must apply no later than February 1 of the semester prior to the summer in which the program is to be started. Final dispositions of the applications will be made at the regular March meeting of the Board.

2. Conferral

Summer study grants shall be conferred for course work for the purpose of improvement in the teacher's field, or a related field of classroom teaching. No summer study grant may be used for work towards a new field of endeavor or towards certification in the teacher's present position.

3. Leaves

Leave will be granted only to those faculty members who agree to serve a minimum of two (2) years in the District following completion of their leave. The application should include a statement indicating that the candidate will comply with this requirement.

4. Criteria

Criteria to be used by the Board in considering requests for grants:

In evaluating requests for grants, the following factors, among others will be used:

- a. Benefit to District.
- b. Value of proposed grant program as outlined in statement of purpose.
- c. Professional qualifications of individual (preparation and experience).
- d. Whether or not individual has previously had a grant.
- e. Order of applications.
- f. Seniority.

5. Payment

Payment for summer study grants will be at the rate of Five Hundred Dollars (\$500.00) per credit.

6. Continuation

After entering this program, teachers must notify the Board, in writing, by November 1<sup>st</sup> if they do not intend to continue in the program for the full length of their original request. Failure to so notify the Board for any reason (including a “good faith” change in plans after November 1st) will create a vacancy for the following summer. Any vacancy by the above-mentioned notification procedure prior to November 1st will be posted promptly on the faculty bulletin boards by the Superintendent.

7. Denial of Application

Any member of the teaching staff who is denied a summer study grant will be notified in writing within ten (10) school days of the specific reason(s) for such denial. However, said reason(s) shall not be grievable under Article VII.

8. Reporting

Teachers participating in the summer study grant program will make a written report to the Board upon their return to school.

E. Teacher Evaluation

This provision shall not apply to those teachers who are evaluated pursuant to Section 3012-c of the Education Law.

Teacher observation and evaluation is designed to:

1. Enable the Administration to give meaningful assistance to faculty members. Any comments relating to teacher weaknesses shall be accompanied by suggestions for improvement of performance.
2. Assist the Administration in deciding whether tenure should be granted. Probationary teachers shall be given a minimum of three (3) fair and objective formal classroom observations by professional educators, the first of which shall be conducted prior to December 1. It shall be the goal of the District to evaluate tenured teachers once per year.
3. Determine whether it is in the best interest of the District to retain faculty members. The observation and evaluation program shall involve:
  - a. The publishing by the District of a list of competency components which sets forth the District’s performance expectation for teachers.

- b. Allowing teachers an appropriate period of time to correct noted deficiencies.
- c. The conducting of educational evaluations by certified administrators only.
- d. A written report will be made of each classroom observation or evaluation that is to form a part of the teacher's personnel record. A copy of every such report shall be furnished to the teacher involved promptly after such observation or evaluation. Within ten (10) workdays after the delivery of a copy of such report to the teacher, a conference will be held between the evaluator and the teacher to discuss such report, unless such conference is mutually dispensed with. No such report shall be submitted to central administration, placed in a teacher's file or otherwise distributed or acted upon without such prior conference, unless both the evaluator and the teacher indicate in writing that such conference has been dispensed with. Written responses by teachers must be submitted within fourteen (14) calendar days after conference; provided that if such conference occurs less than two (2) weeks prior to the end of the school year, the teacher may submit a written response by July 15th.

All evaluations and observations shall be conducted without recourse to mechanical or electronic listening devices without the expressed written consent of the teacher being observed or evaluated, unless a recording device is a reasonable accommodation for the evaluator under the Americans with Disabilities Act.

F. Evaluation of Coaches

The Athletic Director may be called upon to evaluate coaches. The form for evaluation shall be a checklist with narrative unless otherwise determine based upon a consult between the parties that occurs prior to August 15, 2021.

**ARTICLE III: ASSOCIATION RIGHTS**

A. Unit Member Rights

1. Vacancies, Transfers and New Positions

- a. At such times as professional position vacancies occur, the Association will be given the listings of such vacancies or openings from the Office of the Superintendent. These listings will also be posted on the District's website. Job descriptions and minimum requirements shall be provided with the vacancy listing for any position(s) which are not common to the regular

K through 12 teaching program in the District. The Superintendent will be responsible for the final selection of bargaining unit personnel to be recommended for hire to the Board of Education. No vacancies or openings will be filled except on a temporary basis, until five (5) days after such publication.

- b. Whenever any new position is created in the bargaining unit, the same shall be publicized by giving written notice of such position to the Association President and by posting such notice on the District's web-site as provided in paragraph "a" above, including salary range.

2. Reduction in Force: Tie-Breaking Criteria

In the event there is more than one (1) teacher in a tenure area with the same amount of seniority, the following rules will apply to break the tie in the order given:

- a. The total number of years of experience a teacher is credited with upon being hired in the District for placement on the Teachers' Salary Schedule; then
- b. A two-year probationary term as a result of the teacher having acquired tenure in another New York State school district; then
- c. The order of listing in the minutes for appointments at the Board Meeting.

3. Tax-Sheltered Annuity Policy

The Board agrees to make available the fourteen (14) currently existing annuity programs to all interested unit members and shall promptly transmit any monies authorized by teachers for such tax- sheltered annuity programs. No unit member shall make more than one (1) change per annuity contract per year.

4. Availability of Board Minutes

One copy of the Board of Education Meeting Minutes will be sent to the Association President as soon as practicable after acceptance of the minutes by the Board of Education. The approved Board Minutes will also be posted on the District's web-site.

5. Availability of Official District Teacher Files

A teacher may, on two (2) days notice, examine his/her personnel file, except for confidential references (i.e., pre-employment references). Any document, except confidential references, to be placed in the personnel file shall be presented to the teacher for signature indicating his/her knowledge of placement in the file. If the teacher fails to

place his/her signature on a document within two (2) weeks of notification of need for signature, the document shall be placed in the personnel file with a notation of notification for signature date and date of placement into the file. If he/she objects to any material therein, he/she must, within ten (10) working days, attach his/her written rebuttal to the file copy. He/she may reproduce any material in his/her file; however, a copying charge of \$.15 per copy over twenty pages shall be collected by the District from the teacher.

6. Attendance of Unit Members' Children

- a. Children of bargaining unit members employed by the District as of June 30, 1993 shall be entitled to attend District Schools on a tuition-free basis, in Grades K-12 programs, provided that adequate programs and facilities exist within the buildings of the School District.
- b. Effective July 1, 2016, dependent children of all unit members who are parents or legal guardians and residing outside of the District will be permitted to enroll in Grades K-12 programs of the Millbrook Central School District, subject to the conditions set forth below, with the exception of section a as above:
  - i. Enrollment will be on a tuition-free basis for those children enrolled in regular education classes conducted within one of the school buildings of this school District, provided that any costs in excess thereof shall be the responsibility of the unit member.
  - ii. If any excess costs as described above are required, payment of such costs shall be paid in full at the time of enrollment or on a 10-month payment plan if requested by the unit member. Monthly payments will be due on the 15th of each month in which school is in session. Should a student leave prior to the end of the school year, excess costs shall be pro-rated accordingly. Non-payment or late payment may result in the immediate termination of this benefit for the individual unit member, along with reimbursement of the District's reasonable attorneys' fees and court costs in recovering the monies that remain due and owed the District.
  - iii. Children requiring placement in specialized out-of-district programs will not be eligible for enrollment, as their school district of residence would have that obligation. If the student requires special education, the unit member shall seek to have his or her school district of residence request placement in a program at this school district.

- iv. Transportation to and from school is the sole responsibility of the unit member. Whenever students are transported to and from District school buildings for interscholastic or extracurricular activities, these non-resident students shall be entitled to the same transportation.
- v. Class placement decisions will be made by the building principal, subject to the ultimate authority of the Superintendent of Schools, utilizing standard placement procedures, consistent with IEP requirements, where applicable.
- vi. Students who are subject to disciplinary suspension from their District of residence shall not be eligible for admission under this contractual provision.
- vii. Children of unit members who are admitted for attendance will have access to District programs, as previously outlined, until a high school diploma is achieved or the school year in which the student reaches the age of 21, subject to annual application submission. For the 2016-2017 school year only, application for attendance must be made on or before August 1, 2016 for initial admission. Application for attendance must be made on or before May 1st of the preceding school year for initial admission or continuing attendance from one year to the next.
- viii. If the District faces increased enrollment and/or reduced staffing resulting in excessive class sizes and/or overcrowding, at the sole discretion of the Superintendent, this benefit may be terminated prior to matriculation or in the year following such determination, should such condition occur after the beginning of the school year.
- ix. This provision of the Agreement shall be subject to discontinuation at the District's option upon the expiration of this collective bargaining agreement or at the expiration date of any successor collective bargaining agreement."

7. Mileage Allowance

Teachers required in the course of their work to drive personal automobiles on authorized school business shall receive the per mile rate as set by the Internal Revenue Service.

B. Association Rights

1. Official Union Business

- a. Up to ten (10) days per year, in the aggregate, may be taken with pay for official Union business by the Millbrook Teachers' Association President or his/her designee(s). Official Union business may include representation at: Teacher Retirement System and NYSUT Delegate Assembly conferences, Vote-Cope lobbying assembly, Dutchess County United Teacher Council, Education workshop/conference, or any other business, with the approval of the Superintendent of Schools. The Association shall give the Superintendent of Schools at least forty-eight (48) hours advance notice when such day(s) will be taken, providing both the name of the attendee(s) and place of his/her attendance. The Association shall reimburse the District for the cost of substitute teachers for two (2) such days each year.
- b. The Association President shall be released from his/her supervisory duties each day to enable him/her to perform his/her duties as President.

2. Dues Deduction

At a teacher's option, payroll deductions will be made upon written request to the Business Manager, for membership in the Association. Such dues shall be deducted equally from twenty (20) pay checks of the school year, and paid to the Association. Such authorization shall remain in full force and effect unless withdrawn by the teacher.

3. Schedule of Meetings

To the right of the Association to schedule its meetings without cost, at reasonable hours, in any school building providing reasonable notification is given to the Building Principal.

The third Thursday of each month shall be set aside as a regular meeting time for the Association. No conflicting meetings involving teachers will be scheduled. In the event a meeting is deemed unnecessary, the President or acting official of the Association will notify the Building Principal by the preceding Thursday.

Afternoon Teacher Association meetings may begin no sooner than twenty (20) minutes after student dismissal time at the secondary school, and absent other professional responsibilities, directly following student dismissal at the elementary schools.

4. Use of Communication Facilities

To post Association notices on faculty bulletin boards and to place circulars in the regular channels of school mail and teachers' boxes.

5. Use of Duplicating Facilities

To use duplicating facilities to process materials upon reimbursement to the District at the per copy rate established by the Board, pursuant to the Freedom of Information Law.

6. Presidential Visitation Rights

The Board agrees to permit the President of the Association or designee, reasonable rights of visitation to the District schools, provided sufficient notice is given to the Building Principal and mutually satisfactory arrangements are made.

7. Availability of Records

Subject to the District procedure, the Board will make available to the officers of the Association, on reasonable notice and at no cost, a reasonable number of copies of information from the District records that is not classified by law as "Privileged Document".

8. Notification to Association

The District shall provide the Association with up-to-date seniority lists, a list of teachers that includes location on the salary schedules with respect to step and credits. The District will furnish the Association with its most recent seniority list for the teacher tenure areas by September 1, 2013. Thereafter, each February, if staff reductions are considered in preparing the preliminary budget for the ensuing school year, a seniority list for each tenure area in which staff reductions are being proposed shall be presented to the Association President extending to staff with five year's more seniority than proximate to the seniority level of the staff initially identified for layoff.

**ARTICLE IV: LEAVES**

A. Sick Leave

1. Number of Days

Fifteen (15) days sick leave per year will be granted with accumulation of 205 days. Up to seven (7) of such days per year may be utilized for illness of immediate household family members including the teacher's spouse, parent/guardian, children. A unit member may be required by the Superintendent of Schools to furnish a doctor's note after five (5) consecutive work days use of sick leave. A unit member may be required by the Superintendent of Schools to furnish a doctor's note if a pattern of absences develops that is inconsistent with random illness.

## 2. Statement of Sick Leave

At the beginning of the school year, each teacher will receive a statement enumerating his/her accumulation of sick leave. Upon request, an employee's accumulated sick leave total will be made available to him or her in writing by the business office.

## 3. Sick Leave Bank

- a. Each teacher willing to participate in a sick leave bank shall submit to the District a waiver of no more than one (1) day of the teacher's sick leave. Only teachers who shall contribute to the bank shall be eligible to receive time from the bank.
- b. All teachers who wish to participate in the bank and who are employed in the District on the effective date of this Contract, shall contribute one (1) day of sick leave within thirty (30) days. Teachers hired or returning after the effective date of this Contract who wish to participate in the bank shall contribute one (1) day of sick leave within thirty (30) days of the effective date of their employment.
- c. The sick leave bank shall be administered by a committee comprised of two (2) Association representatives and two (2) administrators. Each party shall appoint its own representatives. In the event of a tie in decision making upon an application for days from the sick bank, the parties shall mutually select a medical doctor with specialty in the area of the illness or disability who shall break the tie based upon records review or examination, if he or she deems that to be necessary. Any expense that is not covered by insurance shall be borne by the District. Withdrawals from the bank shall be limited to teachers who are involved in catastrophic, prolonged or disabling illnesses or accidents who have exhausted their sick leave time. Withdrawals from the sick bank shall further be limited to those teachers who have utilized all personal leave accruals and have waited ten (10) workdays for which no compensation has been paid by the District prior to being entitled to draw days from the sick bank. There shall be a ninety (90) day limit placed upon any teacher's use of the sick leave bank on a per request basis.
- d. The sick bank shall be renewable once all days contributed have been exhausted, and in the same manner set forth in "b" above, except that the thirty (30) day period for then current teachers shall commence with the date upon which the sick bank was exhausted.

#### 4. Leave of Absence

A leave of absence without pay for personal illness extending beyond accumulated sick leave shall be granted by the Board for a period not to exceed four (4) consecutive school semesters. No rights, credits, seniority or any other benefits shall accrue during a leave of absence without pay. Satisfactory evidence of good health must be presented before return.

#### 5. Retirement Incentive Program

Those unit members who are ineligible for the retirement incentive program elsewhere in this agreement shall be eligible for the following benefit if they meet the conditions set forth herein below. The unit member must issue an irrevocable letter of resignation for the purpose of retirement to receive benefits from the New York State Teachers' Retirement System at least six (6) months in advance of their retirement date. Such unit members shall be entitled to a payment equal to \$50 per day for accumulated sick leave days in excess of 100, but in no event shall this benefit exceed the sum of \$5250. A further condition of eligibility shall be the requirement that during the last two (2) years of employment the unit member shall use no more than an average of eight (8) sick leave days per year (excepting from the count days that qualify as Family Medical Leave Act days). Such payment shall be made directly as a non-elective employer contribution to the employee's Section 403(b) tax sheltered annuity account. (see Article IX).

#### B. Personal Leave

The Board believes the staff is highly conscious of its professional status and responsibility and will confine personal leave to matters of real urgency which cannot be handled outside of normal working days. Reasonable time off for personal business is allowed without prejudice or penalty, upon notification of intention to the immediate supervisors. The teacher shall be required to give at least forty-eight (48) hours written advance notice of the intent to use personal leave time, except in emergency circumstances where such notice shall be given as soon as is practicable before the leave or immediately following such leave. Each teacher shall be allowed three (3) personal leave days per year without reason being given. Additional personal leave may be granted for which reasons may be requested. Such additional requests shall not be unreasonably denied.

Personal leave will not be authorized to extend a school holiday, or recess period; provided, however, the Superintendent shall have the authority to approve such leave under extraordinary circumstances based upon a written explanation of the reasons that constitute such urgent and extraordinary circumstances.

Absent exigent circumstances, personal leave will not be granted on days scheduled for professional development or training or Superintendent's Conference Days. Absence on such days shall be subject to the Building Principal's approval.

Between June 1<sup>st</sup> and the end of the school year, personal leave day requests to extend a weekend may be granted at the sole discretion of the Superintendent.

Unused personal leave days shall be rolled over into accumulated sick leave.

C. Bereavement Leave

1. Number of Days

In the event of a death in the immediate family of an employee, the employee shall be entitled to up to three (3) consecutive work days absence without loss of pay for said death, not chargeable to any other leave. If additional leave is needed, it may be granted at the discretion of the Administration. The Administration shall be fair and consistent in these decisions.

2. Immediate Family Defined

Immediate family shall be defined to mean husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren and household member designated by the beginning of a semester.

3. Other Family Defined

In the event of the death of an aunt, uncle, niece, nephew, brother-in-law, or sister-in-law an employee shall be entitled to a one (1) day leave of absence without loss of pay for said death, not chargeable to any other leave.

D. Child Care Leave

Child care leave shall be granted to a teacher for a period of up to two (2) years in any five (5) year period, provided that ninety (90) days advance notice is provided to the District of the intention to take such leave, except to the extent that the FMLA sets forth a lesser notice requirement for FMLA eligible leave. Additionally, the teacher shall notify the principal, at least ninety (90) days prior to the return date from the leave, of his/her intention to continue on staff. The return from child care leave must take place at the beginning of a semester or a school year. A teacher's failure to provide the requisite notification of intention to continue on staff shall be deemed by the District that the teacher has abandoned his/her position.

Should any teacher wish to extend an initial leave of less than two (2) years, once granted, up to the maximum period of two (2) years, that extension request shall require the provisions as above, an advance notice of ninety (90) days of the intention to take such leave and a notice to the principal at least forty-five (45) days prior to the return date from the leave, of his/her intention to continue on staff. However, if a teacher intends to return from child-care leave in September, notice must be given by the preceding May 1<sup>st</sup>. A teacher's failure to provide the requisite notification of intention to continue on staff shall be deemed by the District that the teacher has abandoned his/her position.

E. Leave of Absence Without Pay

A leave of absence without pay may be granted upon the approval of the Board. Such leave shall

terminate at the end of a semester, unless the Board grants prior approval for an earlier termination date. The teacher on leave shall be obligated to notify the District at least ninety (90) days before the termination of the leave date of his/her intention to return or resign from the position. No rights, credits, seniority or any other benefit shall accrue during a leave of absence without pay. A leave of absence of up to three (3) consecutive days without pay in a given school year may be granted by the Superintendent upon written request articulating an extraordinary need or circumstances and upon exhaustion of all other applicable personal leave. A unit member on an approved leave of absence without pay shall be entitled to participate in the District's health insurance program provided that s/he pays the full cost of such participation.

F. Jury Duty

Teachers will be granted leave for jury duty at full pay, but shall reimburse the District any amounts of pay received for service upon a state jury, less meal and travel expense allowances. Those teachers who are "on call" for any jury duty and may travel to jury duty from work shall be required to work.

G. Notification of Leave Approval

Teachers who have submitted requests for leaves which require Board approval shall be notified in writing within ten (10) days following the next regularly scheduled Board meeting, by the Superintendent, of the Board's determination.

**ARTICLE V: SALARY AND ECONOMIC CONSIDERATIONS**

A. Salary Schedule

Salary Increases: \$1,400 to all steps effective 7/1/21 and an additional \$1,500 to each step effective 7/1/22 and \$1,500 to each step 7/1/23. Add an off-schedule L29 effective 7/1/21 that shall be payable in equal pay installments after having been paid for a school year on step 28 of \$2,000 and effective 7/1/22 add an off-schedule L30 which \$1000 more than L 29 payable in equal pay installments after having been paid for a school year on L29. Article V.A Salary Schedule.

Employees shall be paid base on the salary schedules attached hereto as Schedule A, Schedule B, and Schedule C.

B. Service Credit for Longevity

Throughout the duration of the 2016-2020 Agreement, employees shall continue to accrue years of service credit towards placement on longevity steps.

## C. Payment

### 1. Time of Payment

The payment of salary will be bi-weekly commencing with the first Friday of the school year.

Notwithstanding any other provision in this Agreement, teachers shall be paid at least every other Friday during the academic year, commencing with the first Friday and ending with the last Friday of the academic year. During the course of the academic year, there shall be at least twenty (20) full pays (meaning two (2) weeks pay) and the other two (2) pays, one (1) of which shall be the first Friday, shall consist of one-half (.5) pay. Those teachers opting for the "26 pay plan" shall receive five twenty-sixths (5/26ths) of their salary for the school year on the final pay day.

### 2. Choice of Plan

A teacher may elect his/her salary payment plan, choosing either the 1/21 or the 1/26 plan. The 1/21 plan pays a teacher 1/21 of a year's salary at each pay period. The 1/26 plan pays 1/26 at each pay period, with the exception of the end of June payment, which shall be 5/26 of his/her salary. The business office must be notified of a teacher's election by the June 1st prior to the year for which the election is to be made. However, each teacher shall be entitled to switch the plan of payment one (1) time only for each school year, such election to be exercised on or before September 1st of the school year for which the switch in payment plan is to be made.

### 3. Direct Deposit

All salary payments will be made via direct deposit to the employee's chosen financial institution(s) not to exceed three (3) separate accounts. The deposit shall be made on the scheduled pay date or the day before the holiday that falls on a pay date. Upon request in writing to the business office a hard copy pay stub will be available to those unit members who do not want the pay stub transmitted via email.

### 4. Chaperone Pay

Payment for chaperoning shall be made twice during the school year. The first payment shall occur in November and the second in June.

## D. Health Insurance Coverage

### 1. Active Teachers

- a. The unit's participation in the MVP HMO Plan shall be limited to those unit members enrolled as of June 30, 2016

DEHIC Alt PPO Plan contribution rate for current employees shall be increased to:

- 82% District/18% Employee effective July 1, 2021;
- 81% District/19% Employee effective July 1, 2022;
- 80% District/20% Employee effective July 1, 2023;

The DEHIC EPO 20 contribution rate shall be 90% District and 10% Employee.

For those unit members who elect to participate in the Kaiser Permanente or M.V.P. individual health insurance plans, the District shall pay up to the dollar amount the District pays for individual unit members enrolled in the DEHIC Alternate PPO, and for those unit members who elect to participate in the Kaiser Permanente or M.V.P. family health insurance plans, the District shall pay up to the dollar amount the District pays for unit members in the DEHIC Alternate PPO, family health insurance and the unit member(s) shall pay any cost exceeding such amount.

- b. Health insurance programs shall be subject to change by mutual agreement.
- c. As soon as is practicable, unit members whose spouses are also employed by this District shall be prohibited from enrolling in a second family coverage or an individual coverage under the District's health insurance plan if the spouse is enrolled for family coverage. Nothing shall preclude each spouse from enrolling for individual coverage under said health insurance plan. Where a dual coverage is given up due to the operation of this provision, an annual health insurance buy-out in the amount of \$1,500.00 shall be paid to the affected unit member.
- d. The District, in consulting with the MTA, shall implement a § 125 IRC flexible benefit plan as soon as practicable.

### 2. Retired Teachers

The Board shall contribute to health insurance premiums for retired teachers at the same rate paid by active teachers.

Retiree Health Insurance Vesting: Unit members shall be required to serve in the District for at least ten (10) years prior to the time of retirement to be entitled to District premium contributions towards retiree health insurance benefits. This provision shall become effective February 1, 2005.

3. Health Insurance Buy-Out

Each year, beginning with the 1985-86 school year, unit members who are otherwise health insured may opt-out from coverage in the School District's plan upon filing written notice of exercising the option, with proof of other health insurance, by:

- a. For 1985-86 - October 1 for opting out effective November 1.
- b. All subsequent years - June 1 for opting out effective July 1.

The payment for opting out shall be \$1,200.00; provided, however, that as soon as practicable, the payment for opting out shall be payable in monthly installments pursuant to the following schedule based upon the level of participants:

Up to 17 buy-outs	-	\$1,200 per annum or \$100.00 per month
18 or 19 buy-outs	-	\$1,300 per annum or \$108.33 per month
20 or 21 buy-outs	-	\$1,400 per annum or \$116.67 per month
22 or more buy-outs	-	\$1,500 per annum or \$125.00 per month

A unit member who opts-out of the District's health insurance plan shall be obligated to annually inform the District, in writing, whether or not s/he will be opting out for the next following school year. In the event such notification is not made, the District shall not be obligated to carry such unit member as covered under the plan.

Re-entry shall be allowed at any time subject only to the rules governing the health insurance plan(s). Upon re-entry, the unit member shall reimburse the District on the basis of 1/12th of the per annum amount paid to the unit member, as referenced above, for each year of this Agreement, for each of those months remaining in the school year during which the District's insurance plan(s) will provide coverage.

New hires may opt-out within thirty (30) days of hire for a pro-rated amount of the buy-out.

E. Welfare Benefit Trust

The District shall contribute the sum of \$1,510 per annum per participating unit member towards a welfare benefit trust administered by the Association; effective September 1, 2021 the District shall contribute the sum of \$1,540 per annum per participating unit member towards a welfare benefit trust administered by the Association; effective September 1, 2022. The funding shall

occur on a quarterly basis by July 15<sup>th</sup>, October 1<sup>st</sup>, January 1<sup>st</sup> and April 1<sup>st</sup> each year. The quarterly funding shall be based upon the full-time equivalent count of bargaining unit members on payroll on the last payroll date immediately preceding the quarters as described above; provided, however, that where a substitute unit member is replacing another unit member on paid leave, there will be only one (1) F.T.E. counted for that position. In determining the F.T.E. count, any part-time position that is .5 or greater shall be counted as a 1.0 F.T.E. A part-timer employed less than .5 shall not be counted towards the F.T.E. count. The purpose of the trust shall be as defined by the fund trustees and particularly to provide insurance benefits on behalf of participating unit members. The District shall have the right to annually audit the books and records of the trust.

The trustees shall indemnify and hold harmless the District and reimburse the District's reasonable attorney's fees for any litigation brought against the District regarding the Association's Welfare Benefit Trust, except to the extent that such litigation arises from the District's obligation to make monetary payments to the Trust, as referenced above.

F. Job Related Disability

Employees covered hereunder who are injured at school in the course of their employment and thus entitled to Workers' Compensation payments shall be compensated in the following manner:

1. Payable

Any payment received as Workers' Compensation Benefits for absence for which the employee is paid or payable will be returned to the District so long as the employee receives full salary. Sick leave days shall be reinstated on a pro-rated basis using the ratio between the per diem advanced salary payment reimbursement provided by Workers' Compensation and the per diem salary of the employee.

2. Entitlement

The employee shall be entitled to retain any Workers' Compensation for any period for which the employee is not paid or payable salary from the District.

G. Step Advancement

1. Eligibility

In order for a teacher to advance one (1) step on the salary schedule from the step placement of the prior school year, the teacher must have received pay for at least one-half (.5) of the days of that prior school year.

2. Step Increment

Step increment, where applicable, shall be granted during each year of this Agreement.

H. Salary Notice

Each employee of the bargaining unit will be notified in writing, by the third Monday in September of each school year of his or her date of hire, step, graduate credits and annual salary.

I. Longevities

1. Entitlement

Unit members shall be entitled to placement on the longevity steps (23rd and 26th) when their actual years of service in the District correspond to 23 and 26 years, respectively, including within the count those years of service credited at the time of hire for other teaching service acknowledged at the time of hire.

2. Coaching Longevity

There will be longevity stipends payable only to coaches of \$150 upon commencement of the fifth continuous school years of coaching services and an additional \$300 (total \$450) upon the commencement of the tenth consecutive school years of continuous coaching services. For those coaches of multiple sports, there shall be an additional \$100 added to their longevity beginning with ten continuous years for meeting this criteria in two (2) or more sports. The parties acknowledge that the count towards service shall not be broken based upon a leave due to prolonged disability. Continuity must lead into the 2000-2001 school year for the above provision to apply.

3. Elementary and Middle School Flex Clubs

There may be allowed up to 3 elementary and up to 2 M.S. Startups each year at \$500, subject to the principal's approval and not subject to grievance/ arbitration if denied. (See Appendix D for Flex Club Rules)

**ARTICLE VI: TEACHING CONDITIONS**

A. Length of Work Year

The teachers' work year shall consist of one hundred ninety (190) days, including up to six (6) scheduled emergency days, orientation and conference days during the work year. Emergency days that remain unused will be added to the Memorial Day weekend, in the case of one (1) such day, and the other days will be returned to the calendar so long as the number of work days is one

hundred eighty-four (184) during the school year. First year unit member teachers are required to attend two (2) consecutive days of in-service workshops during the week immediately preceding the Superintendent's Conference Day with no additional compensation and one (1) day at the beginning of their second year of employment during the week immediately preceding the Superintendent's Conference Day for no additional compensation.

Under this section it is not the intent of the Board to require attendance prior to Labor Day weekend, except when required for first and second year unit members, as referenced above.

Effective July 1, 2022, the Teachers' work year may start no earlier than September 1<sup>st</sup> and must end no later than the Friday of Regents' week, unless otherwise mandated by the Commissioner of Education. On a year when Labor Day falls on September 6<sup>th</sup> or later, the opening of school for teachers can be up to two days in the week before Labor Day (Wednesday and Thursday), except for first and second year teachers who would start earlier based upon the paragraph immediately above.

#### B. Length of School Day

Effective July 1, 2012, the length of the school day will be seven (7) hours and thirty-five (35) minutes inclusive of an additional fifteen (15) minutes of student instructional time within the contours of the work day. Effective July 1, 2014, the length of the school day will be seven (7) hours and twenty (20) minutes.

Effective July 1, 2012, on all days preceding days when students are not required to attend school, teachers may leave approximately thirty (30) minutes before the end of the school day. Effective July 1, 2014, on all days preceding days when students are not required to attend school, teachers may leave approximately fifteen (15) minutes before the end of the teacher day.

Effective July 1, 2014, the last fifteen minutes of the school day will be dedicated to the following activities in the priority order listed below:

1. Extra help for students

One-on-one (based upon a student request or teacher determination) and/or small group instruction (teacher determined).

2. Communication & Professional Responsibilities

Work related e-mails, calls to parents, self-directed professional development and other Domain Four (4) activities.

To the extent that the Building Principal or Superintendent calls for a faculty meeting or District meeting to start during the teacher day, the same shall start fifteen (15) minutes before the end of the teacher day. (NOTE: This provision shall not change the number of faculty meetings that may be conducted as otherwise referenced in Article VI(I)(1) of this Agreement.)

The starting and closing times of the school day will be set by the administration.

C. Unassigned Periods

1. Elementary School

Every elementary teacher will have an uninterrupted duty-free lunch period of at least thirty (30) minutes. Every elementary teacher will have five (5) preparation periods of forty (40) consecutive minutes of preparation time per week, free of student supervision or other duties, except when displaced by scheduled programs.

Preparation periods shall not be taken away from teachers to cover a class, except when an emergency arises. In the event of such emergency, teachers will be paid \$27.00 per period from which assigned to such service from the first such occurrence and thereafter. The per period rate shall be increased to \$30.00 effective July 1, 2022.

2. Middle and High School

Duty-free lunch period: Every Middle and High School teacher will have a duty-free lunch period of at least thirty (30) minutes.

Every Middle and High School teacher will have at least one (1) preparation period per day free of student supervision or other duties.

Preparation periods shall not be taken away from teachers to cover a class, except when an emergency arises. In the event of such emergency, teachers will be paid \$27.00 per period from which assigned to such service from the first such occurrence and thereafter. The per period rate shall be increased to \$30.00 effective July 1, 2022.

D. Class Size

It is the desire of the Board and the Administration to maintain a level of class size which will insure efficient quality education, consistent with the District's financial ability. Efforts will be made to balance teacher loads and to achieve a reasonable student/teacher ratio for Grades K - 6 and Middle/High School within the annual budgeting allotment as approved by the voters in the Annual District Election.

Current District objectives are:

1. Elementary School

Average student/teacher ratio of 27:1.

2. Middle/High School

Academic subject teacher - average load of one hundred twenty-five (125) students daily.

## E. Secondary Teaching Assignments

### 1. Flexible & Inflexible Teaching Schedules

All secondary teaching staff, as recognized under Article I of the Collective Bargaining Agreement, shall be classified as follows:

- a. Flexible Schedule(s) #1
  - (1) Guidance Counselor
  - (2) Social Worker
  - (3) Psychologist
  - (4) Library-Media Specialist
  
- b. Flexible Schedule(s) #2
  - (1) Music
  - (2) Special Education
  - (3) AIS
  
- c. Inflexible Schedule(s)
  - (1) English
  - (2) Social Studies
  - (3) Science
  - (4) Mathematics
  - (5) Foreign Language
  - (6) Business & Distributive Education
  - (7) Physical Education
  - (8) Technology
  - (9) Art
  - (10) Health Education
  - (11) Family & Consumer Sciences

The parties will add to the Agreement definitions of the terms “Flexible Schedule” and “Inflexible Schedule”.

### 2. Schedule Classification

Classification as contained above is based upon the degree of independent control that a teacher has to develop his/her own schedule as well as class size and the availability of an aide. It is understood that should a curriculum area classified as flexible become inflexible in nature or that an inflexible curriculum area become flexible, then the position(s) will be appropriately reclassified.

### 3. Flexible Schedules

All teaching staff classified as having “Flexible Schedules” can be assigned a work load of six (6) teaching periods per day or thirty (30) periods per week. In such event, these teachers will not be eligible for compensation specified in section 7(c) of this Agreement. They shall be guaranteed at least one (1) preparation period per day one (1) semester and two (2) periods in the other semester, or an annual average of 1.5 per day. Flexible schedule teachers #2 may be assigned administrative or supervisory duty responsibilities for one (1) semester or its equivalent for the entire year.

Notwithstanding the above, only duly certified teachers shall teach six (6) teaching periods per day.

Any Special Education teacher who is assigned six (6) teaching periods including at least four (4) co-taught periods shall be deemed “inflexible” and receive the sixth period stipend or, at the District’s option, relief from duty assignment every other day.

Special Education teachers shall be granted one full day of release time for preparing IEPs on a day agreed to by their supervisor. Additional time may be provided at the Supervisor’s discretion.

#### 4. Inflexible Schedules

All teaching staff classified as having “Inflexible Schedules” may be assigned up to five (5) instructional periods per day or twenty-five (25) periods per week. Teachers will be assigned up to an annual average of 1.5 administrative or supervisory duties per day in any one (1) semester; however, a teacher may not be assigned more than two (2) administrative or supervisory duties per day in any one (1) semester.

Individual teachers may voluntarily accept assignments to small group tutorial of up to ten (10) students per day on a daily basis, with the volunteering teacher to be scheduled for one (1) preparation period, one (1) duty period, one (1) small group tutorial, lunch and five (5) other teaching assignments, for the semester, for a stipend of \$600.00. The students to be serviced in the tutorial may be referred by teachers, administrators, guidance personnel, their parents or attend by self-referral.

#### 5. Science Laboratory Classes

Science laboratory classes shall be equivalent to one-half (.5) instructional periods and shall be computed and compensated pursuant to the provisions contained in 7(c). Science teachers shall be guaranteed at least one (1) preparation period per day in each semester.

#### 6. Team Meeting Times

Team meeting times for 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade teachers will be credited as one (1) administrative or supervisory duty. Therefore, only a one-half (.5) administrative or

supervisory duty will be assigned to these teachers and the 1.5 preparation periods will exist. In the event that there is a loss of any portion of the 1.5 preparation periods, then that teacher will be compensated as specified in section 7(c) of this agreement on a pro-rata basis.

#### 7. Sixth Teaching Period

In the event that the District cannot cover all class sections with the above limitations, teachers may be assigned a sixth teaching period subject to the following conditions:

- a. The District shall post the additional course offering. Any unit member may voluntarily agree to accept an additional teaching assignment; however, the District is only bound to grant assignments to teachers holding valid certification in that area. The District may select a volunteer for the additional course pursuant to Section 80.2(c) of the Commissioner's Rules and Regulations.
- b. If there are no applicants, the District may involuntarily assign a sixth teaching period to any certified individual in the department of the assigned class. In instances where there are insufficient numbers of certified teachers available within the department, the District may involuntarily assign the additional class to any teacher. The District will consider present teaching load and experience in making involuntary assignments.
- c. Any individual teaching the additional class shall be compensated at a rate equivalent to one sixth (1/6<sup>th</sup>) of BA Step 1 or one sixth (1/6<sup>th</sup>) of MA Step 1, depending upon the column placement of the individual.

#### 8. Starting & End Time of Day

This Agreement or its implementation shall not impact upon the starting or ending time of the elementary student day or student/teacher contact time in the elementary school. The District agrees that should problems with the elementary bus schedules arise, the High School student day will be adjusted as necessary.

#### F. Substitute Assignments

Teachers may recommend additions to the substitute list. In cases where a teacher knows of his/her absence in advance, the Administration will consider utilization of a substitute recommended by the teacher.

#### G. Teacher Aides and Volunteers

It shall be the responsibility of the teacher to provide classroom duties to teacher aides or volunteers. Volunteers will not be assigned to work in a classroom without the teacher's approval.

## H. Curriculum Development

### 1. Curriculum Work

Representative committee of Elementary and High School teachers will work together with their respective Principals on curriculum studies. Notwithstanding the above, such committee shall be superseded by District-wide and/or building based committees constituted in accordance with the Regulations of the Commissioner of Education at Part 100.11.

### 2. Summer Curriculum Development

Teachers who volunteer for Summer Curriculum development and writing projects and teachers who volunteer, at the District's request, or who are directed, as required by State and Federal law, to participate in Summer CSE/CPSE meetings shall be paid at the rate of \$22.50 per hour, effective February 1, 2005. The minimum number of hours per day shall be four (4).

## I. After School Meetings

### 1. Faculty/Grade Level/Inter-Grade Level/ Interschool Level/Departmental Meetings

The District may schedule up to twenty (20) faculty and/or grade level and/or inter-grade level and/or interschool level and/or departmental meetings each school year that shall start ten (10) minutes after the end of the student instructional day, bus schedule permitting.

The length of these meetings shall not exceed one and one-quarter (1.25) hours, except that there shall be flexibility to schedule one (1) hour and one and one-half (1.5) hour meetings, so long as the average length of meetings is one and one-quarter (1.25) hours.

An agenda will be posted in the faculty rooms two (2) days in advance and teachers may submit items to be included in the agenda until three (3) days prior to the meeting.

### 2. Evening Meetings

Unit members required to attend evening meetings beyond three (3) per year (not to exceed a total of six (6) meetings) shall be compensated at a rate of \$60 per event. Evening meetings will not require preparation work or instruction.

### 3. Scheduling of Meetings

None of the above meetings will take place on days prior to the days when students are not required to attend school except for emergency reasons.

## J. Committees

The need for committees shall be determined by the faculty and the Administration. Participation on any committee shall be voluntary.

## K. Responsibility for Money or Valuables

Teachers will not be held personally liable for any money or valuables left in their possession, except in instances resulting from their own negligence.

## L. Sign-In/Sign-Out

The Board of Education may implement an attendance system requiring teachers to sign-in and sign-out at such time when reporting to work or leaving from the job.

## M. Building and District Leadership and Safety Teams

### 1. Building Leadership Team

Teachers who wish to participate on a Building Leadership Team (BLT) can apply to the principal. There is no limit to the number of teachers who can participate on a BLT. In order to participate on the committee, the teacher must be tenured. The regular term for a teacher on a BLT is three (3) years. When a new BLT is established, there are three (3) levels of terms – one (1), two (2), and three (3) year terms.

### 2. District Leadership Team

The District Leadership Team (DLT) will consist of two (2) teacher representatives from each school. The President of the MTA will ask for volunteers to participate on the DLT. In order to participate on the committee, the teacher must be tenured. If more than two (2) teachers volunteer for membership from a specific school, the MTA President will make the final decision on who will represent that school on the DLT. Membership on the DLT will be for three (3) year terms. There is no limit on how long a teacher may be a member on the DLT.

### 3. Building Safety Team

Teachers can volunteer to participate on the Building Safety Team (BST). In order to participate on the committee, the teacher must be tenured. There is no limit to the number of teachers who can participate on the BST.

### 4. District Safety Team

The District Safety Team (DST) will consist of two (2) teacher representatives from each school. The President of the MTA will ask for volunteers from the various BSTs to

participate on the DST. In order to participate on the committee, the teacher must be tenured. If more than two (2) teachers volunteer for membership from a specific school, the MTA President will make the final decision on who will represent that school on the DST. Membership on the DST will be for three (3) year terms. There is no limit on how long a teacher may be a member on the DST.

#### N. Shared Staff

Staff that is shared between two (2) or more buildings will be assigned one school as his/her "home" building. Generally this will be the building in which the teacher teaches the greatest portion of his/her assignment. A teacher will attend building meetings (faculty meetings, etc.) in their home building.

The Principals who share staff will discuss and agree on which evening meetings the member will attend. The home building Principal will notify the member and the Association President as to which evening meetings they are to attend before the first evening meeting of the year. Shared staff will not be required to attend more evening meetings than staff that is not shared and will receive the benefits of Article I.2 for attending more than three (3) evening meetings per year.

#### O. Notice of Assignment

If the school budget is approved in May, unit members shall be notified as to the nature of their assignments no later than May 30<sup>th</sup>. In the event that the budget is not approved in May, unit members shall be notified as to the nature of their assignments no later than the Friday before the last week of school. Upon notification of their assignment, a unit member will be provided the opportunity to discuss their assignment with their Principal/Supervisor. In the event that re-scheduling becomes necessary over the summer, the teacher will be promptly notified by mail and given the opportunity to meet with their Principal/Supervisor to discuss the change. Final authority for assignments shall rest with the Principal/Supervisor.

### **ARTICLE VII: GRIEVANCE PROCEDURE**

#### A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievance of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or the courts.

## B. Definition and Procedures

1. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement or existing terms and conditions of employment as determined by reference to PERB and New York State Court of Appeals decisions.
2. A grievance must be initiated in writing on forms mutually developed by the parties within twenty (20) school days of the occurrence of the event giving rise thereto.
3. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
4. If a grievance is not initiated or a decision at one stage not appealed to the next stage within the time limits specified, the grievance will be deemed to be abandoned and prosecution or further appeal under this Agreement shall be barred.
5. The time limits specified herein may be extended only by mutual agreement.
6. Failure of the Supervisor, Chief Executive Officer or Board to timely communicate the decision required hereunder shall permit the grievant to proceed to the next stage of the procedure.

## C. Stages

### Stage 1: Supervisor

- a. A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall render a decision thereon, in writing, and present it to the teacher, his/her representative, and the Association.

### Stage 2: Chief Executive Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall file a written appeal of the decision at Stage 1 with the Chief Executive Officer within eight (8) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b. Within eight (8) school days after receipt of the appeal the Chief Executive Officer, or his/her duly authorized representative, shall hold a hearing with the teacher and/or his/her representative and all other parties in interest.
- c. The Chief Executive Officer shall render a decision in writing, to the teacher, and/or his/her representative within eight (8) school days after the conclusion of the hearing.

Stage 3: Board

- a. If the Association is not satisfied with the decision at Stage 2, and wishes to proceed further under this grievance procedure, the teacher shall file an appeal in writing, with the Board within thirteen (13) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board.
- b. Within thirteen (13) school days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session.
- c. Within eight (8) school days after the conclusion of the hearing, the Board shall render a decision, in writing on the grievance.

Stage 4: Binding Arbitration

- a. If the Association is not satisfied with the decision of the Board, the Association may, within three (3) calendar weeks after the Board's written decision, submit the grievance to arbitration by written notice to the Board of Education, following which the parties shall contact one of the four (4) named arbitrators on a rotating basis, also accounting for availability of the arbitrator: Ira Lobel, Bonnie Siber Weinstock, Sheila Cole, Jeffrey Selchick and Janet Spencer.
- b. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- c. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law. In addition, the Arbitrator shall be without power to award a remedy with respect to any substantive provision of this Agreement which indicates that the matters contained therein are not subject to the provisions of Article VII.
- d. The decision of the Arbitrator shall be final and binding upon all parties.
- e. The costs of the services of the Arbitrator will be borne equally by the District and the Association.

## ARTICLE VIII: MANDATORY CLAUSES FOR 403(b) EMPLOYER CONTRIBUTION

Effective July 1, 2004, the Employer and the Association agree to the following:

### A. Mandatory Clauses

#### 1. 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 a former employee's 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. The Employer utilizes a calendar year for the purposes of determining the section 415(c)(1) limit.

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<sup>a</sup>, 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

---

<sup>a</sup> **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 (5) 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 31<sup>st</sup> 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 not 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 members.

Contribution Limit of the *Internal Revenue Code* are fully met through the payment of the Employer's Non-elective Contribution; and

- 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 four (4) 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. The Employer's endorsed 403(b) program shall be ING.

### 4. Tier I Adjustments

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. IRS Regulations & Rulings

This Agreement 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 closely as possible, to the original intent of the parties.

### 6. 403(b) Provider Approval

This Agreement shall further be subject to the approval of the 403(b) Provider, which shall

review the Agreement solely as a matter of form and as the provider of the 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. Responsibilities for Information

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. Early Retirement Incentive

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 September 1<sup>st</sup> if retiring effective January 31<sup>st</sup> of the school year or February 1<sup>st</sup> if retiring on June 30<sup>th</sup> of the school year. The total amount of Employer’s Non-elective Contribution for each eligible employee shall equal to 50% of the employee’s last year of compensation as per Article X, paragraph A and shall be made in one (1) installment to be paid between July 1 and November 1 of the calendar year in which the employee retires, to the extent consistent to paragraph (2) above.

**ARTICLE IX: RETIREMENT INCENTIVE PROGRAM**

A. Each unit member who is 55 or older and has at least fifteen (15) or more years of service in the District and is retiring within the first year they become eligible to receive benefits from the New York State Teachers' Retirement System (NYSTRS) without a reduction in benefit<sup>a</sup>, shall be entitled to receive a retirement incentive as provided in the chart below

Years of Service in the District	INCENTIVE		
	MA	MA30	MA60
<b>15</b>	\$43,420	\$45,073	\$46,728
<b>16</b>	\$44,206	\$45,900	\$47,596
<b>17</b>	\$44,992	\$46,728	\$48,464
<b>18</b>	\$45,777	\$47,554	\$49,332
<b>19</b>	\$46,562	\$48,382	\$50,201
<b>20 - 22</b>	\$48,918	\$50,862	\$52,805
<b>23 - 25</b>	\$51,234	\$53,343	\$55,409
<b>26 - 27</b>	\$56,253	\$58,445	\$60,637
<b>28 and beyond</b>	\$56,879	\$59,070	\$61,262

In order to be eligible for the above-referenced incentive, a unit member must meet the requirements as stated above and submit to the Office of the Superintendent an irrevocable letter of resignation for the purpose of retirement to receive benefits from the New York State Teachers' Retirement System (NYSTRS) on or before September 1 for a retirement effective close of business on January 31<sup>st</sup>, or on or before February 1<sup>st</sup> for a retirement effective close of business on June 30<sup>th</sup> or between June 30<sup>th</sup> and August 31<sup>st</sup>.

The Employer shall pay such incentives between July 1 and November 1 of the three calendar years immediately after the year in which the teacher retires in accordance with the provisions of Article IX, Section A (8) above.; provided, however, that notwithstanding the above, in the event that a teacher retiring hereunder has an unforeseen health condition that could impact the payout over three fiscal years, then upon presentation of documentation to support the prognosis, the remaining payments shall be made within one month of the District's receipt of such documentation, subject to provisions of Article IX, Section (A)(8) above.

<sup>a</sup> Without reduction in benefit is defined as follows:

Tier 2, 3 and 4 members can retire without reduction in benefit when they have at least 30 years of service and are age 55 to 61 or at least 5 years of service at age 62.

Tier 5 members can retire without reduction in benefit when they have at least 30 years of service and are age 57 to 61 or at least 10 years of service at age 62.

Tier 6 member can retire without reduction in benefit if they have at least 10 years of service at age 63.

It is the responsibility of the member to consult with NYSTRS.

This benefit shall not be available to those unit members who prior to July 1, 2021 were eligible for a retirement incentive under the previous provision(s) of Article X(A) and exceeded their period of eligibility.

B. Eligibility

Notwithstanding the provisions set forth above, any teacher whose time of eligibility occurs when the teacher is subject to a period of required service pursuant to Article II(D)(3) shall have his/her eligibility set on the January 31st or June 30th immediately following the period of required service.

C. Special Retirement Incentive Program

Unit members who have exceeded their window period of opportunity to avail themselves of the contractual retirement incentive plan (set forth at Paragraph "A" above) shall be entitled to receive 45% of their last year's compensation provided that notice of retirement effective June 30, 1999 is given in writing to the Business Office on or before January 31, 1999. The employer shall pay such incentive between June 30, 1999 and November 1, 1999.

The salary to which the special retirement incentive percentage will be applied shall be comprised of the scheduled salary plus credits, as well as salary attributable to teaching a sixth assignment, but in no event shall it include other components of annual salary such as stipends, summer study grants, curriculum writing pay or other extra-curricular duty pay.

This provision of the Agreement shall sunset effective June 30, 1999, except to the extent that it is necessary to enforce the District's obligation to make payment of the monies due and owing under this provision.

D. Sick Leave upon Retirement

For unit members who have already past their date of first eligibility for the Article X(A) retirement incentive as of July 1, 2021 and who retire between the dates of June 30<sup>th</sup> and August 31<sup>st</sup> of any calendar year, if written notice of resignation for the purpose of retirement is given by the immediately preceding January 1<sup>st</sup>, he or she shall be paid \$10 per unused accumulated sick leave day upon retirement from the District to receive benefits from the New York State Teachers' Retirement System (or N.Y.S. Employees' Retirement System, if applicable). For the purposes of this provision of the Agreement, there shall be no cap placed upon the number of accumulated sick

leave days that a unit member may accumulate. [This provision shall not apply in the case of a unit member who retires and receives a Retirement Incentive Payment as set forth above in this Article].

#### **ARTICLE X: LEGALITY OF PROVISIONS**

If any provision of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue in force and effect.

#### **ARTICLE XI: TERM, AMENDMENT, MODIFICATION AND TERMINATION**

##### **A. Effective Period**

The provisions of the Collectively Negotiated Agreement shall be effective as of July 1, 2021 and remain in effect until June 30, 2024, and from year to year thereafter unless either party hereto shall notify the other, in writing, by January 15<sup>th</sup> of a subsequent year, of their desire to amend, modify, or terminate the same.

##### **B. Amend, Modify, or Terminate**

Should either party timely notify the other of a desire to amend, modify, or terminate this agreement as heretofore provided, negotiations for a subsequent agreement shall commence the February 15th next following such notice, unless the parties shall mutually agree upon an alternate date.

##### **C. Terms & Conditions**

Terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with the Association as required by PERB.

##### **D. Negotiable Items**

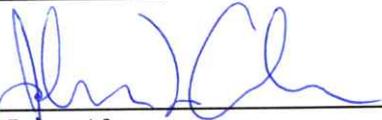
The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement and agrees that negotiations will not be reopened on any item contained herein during the life of this Agreement unless mutually agreed.

#### **ARTICLE XII: LEGISLATIVE ACTION CLAUSE**

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.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and date written above.

**ASSOCIATION**

BY:   
\_\_\_\_\_  
John Ahern  
President, MTA

DATE: 10/28/21

**DISTRICT**

BY:   
\_\_\_\_\_  
Laura Mitchell  
Superintendent of Schools

DATE: 10.28.21

## **APPENDIX A - TEACHER-MENTOR PROGRAM**

### *Mentor/Internship Program*

1. All newly hired teachers shall participate in the District's Mentor/Internship Program as part of professional development. Also, all non-tenured teachers on a TIP will be assigned a mentor. Tenured teachers on a TIP may be assigned a mentor based on mutual agreement between the MTA President and Superintendent of Schools. The mentor will receive a full or pro-rated stipend based on the length of the mentorship.
2. The MTA President & Superintendent of Schools will meet to review all applications for selection consideration and will select the mentors. The following criteria will be used in the selection process:
  - A. same discipline;
  - B. related discipline or a teacher who teaches a similar cohort of students;
  - C. other needs for support based on new teacher perceived needs (i.e. discipline, organization, etc.).

All mentors must be tenured teachers and shall be trained annually in a program mutually agreed upon between the MTA and District. Mentors will receive documentation after they have received training (either via a certificate or letter from the District).

3. If an approved mentor is unable to perform their mentoring duties for any reason, including, but not limited to, going on a leave, an alternate mentor will be approved for the duration of the school year.
4. Mentoring activities shall take place before and/or after regular school hours, during common preparation time and possibly during Superintendent's Conference days. If common preparation time is unavailable to the mentor and intern, up to two (2) days per school year or four (4) half days per school year shall be made available to those mentors-interns for mentoring activities.
5. Mentors and interns shall be responsible for maintaining written logs indicating that mentoring time of at least forty (40) hours during the school year has taken place. Mentors will log dates, times, and topic on a Mentoring Log Sheet (Appendix AA).
6. Mentoring activities may include meetings, classroom visitations, lesson planning, curriculum and assessment development, staff development, etc.
7. The Building Principal, and/or Assistant Superintendent for Curriculum, Instruction, & Pupil Personnel Services, where applicable, shall be responsible for the coordination of mentoring activities, such as facilitating classroom visits and arranging for substitute coverage for those

mentors and interns who do not have common planning time in which to carry out mentoring activities. The Principal shall also collect the written logs of mentoring activities from the mentors and interns and report to the Superintendent of Schools regarding the completion of time requirements.

8. The Mentor/Internship Program is non-evaluative and mentors shall not divulge information to be used for evaluating or disciplining the intern, except to the extent permitted by regulations of the Commissioner of Education at 8 NYCRR § 100.2(dd)(2)(iv), as set forth herein below.
9. The mentor/intern ratio shall not exceed 1:1.
10. Mentors shall be compensated in the amount of \$1,850.00 per intern per annum. Interns shall be compensated by in-service credit for the forty (40) hours of mentor/internship activities. The role of the mentor shall include, but not be limited to, providing guidance and support to the new teacher.
11. The Mentor/Internship Program shall be evaluated on an annual basis, reflecting upon its efficacy in enhancing student achievement, by receiving the written comments of the mentors, interns and principals regarding the adequacy of time available for mentoring activities, resources made available and suggestions for improvement to enhance the program. The information to be presented shall not include evaluative comments about either the mentor or the intern. The evaluation shall be submitted to the District's Professional Development Team. Upon reviewing the same, the team shall issue a written report to the Superintendent and Board of Education for their consideration.
12. A list of trained mentors will be developed and shared between the District and MTA.

**8 NYCRR § 100.2(dd)(2)(iv)**

For plans covering the time period, February 2, 2004 and thereafter, provision for a mentoring program.

(a) The purpose of the mentoring program shall be to provide support for new teachers in the classroom teaching service in order to ease the transition from teacher preparation to practice, thereby increasing retention of teachers in the public schools, and to increase the skills of new teachers in order to improve student achievement in accordance with the State learning standards.

(b) The professional development plan shall describe how the school district or BOCES will provide a mentoring program for teachers in the classroom teaching service who must participate in a mentoring program to meet the teaching experience requirement for the professional certificate, as prescribed in section 80-3.4 of this Title.

(c) The mentoring program shall be developed and implemented consistent with any collective bargaining obligation required by Article 14 of the Civil Service Law, provided that nothing herein

shall be construed to impose a collective bargaining obligation that is not required by Article 14 of the Civil Service Law.

(d) The information obtained by a mentor through interaction with the new teacher while engaged in the mentoring activities of the program shall not be used for evaluating or disciplining the new teacher; unless withholding such information poses a danger to the life, health, or safety of an individual, including but not limited to students and staff of the school; or unless such information indicates that the new teacher has been convicted of a crime, or has committed an act which raises a reasonable question as to the new teacher's moral character; or unless the school district or BOCES has entered into an agreement, negotiated pursuant to Article 14 of the Civil Service Law whose terms are in effect, that provides that the information obtained by the mentor through interaction with the new teacher while engaged in the mentoring activities of the program may be used for evaluating or disciplining the new teacher.

(e) The professional development plan shall describe the following elements of the mentoring program:

(1) the procedure for selecting mentors, which shall be published and made available to staff of the school district or BOCES and upon request to members of the public;

(2) the role of mentors, which shall include but not be limited to providing guidance and support to the new teacher;

(3) the preparation of mentors, which may include but shall not be limited to the study of the theory of adult learning, the theory of teacher development, the elements of a mentoring relationship, peer coaching techniques, and time management methodology;

(4) types of mentoring activities, which may include but shall not be limited to modeling instruction for the new teacher, observing instruction, instructional planning with the new teacher, peer coaching, and orienting the new teacher to the school culture; and

(5) time allotted for mentoring, which may include but shall not be limited to scheduling common planning sessions, releasing the mentor and the new teacher from a portion of their instructional and/or non-instructional duties, and providing time for mentoring during superintendent conference days, before and after the school day, and during summer orientation sessions.



**APPENDIX B – TEMPLATE FOR MATERNITY/FMLA LEAVE REQUEST**

{Date}

Dear {Insert name of Superintendent of Schools}:

I am pleased to inform you that I am expecting a child in {early/mid/late} {month, year}. At that time I will use my sick time until such time as my doctor deems I am fit to return to work. From that point until {date}, I intend to take unpaid childcare leave as specified in Article IV, D of the MTA Contract.

It is my intention to return on {date}. Kindly accept this letter as my ninety (90) days' notice to do so.

If you have any questions, please contact me.

Thank you for your time and attention to this matter.

Respectfully,

{Signature of Teacher}

{Printed Name of Teacher}

**APPENDIX C - TEMPLATE FOR SICK BANK REQUEST**

{Date}

Dear {Insert name of Superintendent of Schools}:

Pursuant to Article IV, A, 3 of the MTA Contract, I am respectfully requesting to draw {X#} days from the MTA Sick Bank. Attached you will find medical documentation of my catastrophic, prolonged or disabling illness or accident. Additionally, I have contributed to the Sick Bank, have used all my personal leave accruals and waited ten (10) working days with no compensation.

If you have any questions, please contact me.

Respectfully,

{Signature of Teacher}

{Printed Name of Teacher}

#### **APPENDIX D - FLEX CLUB RULES**

- 1) There shall be a maximum of five (5) "Flex Clubs" in Elm and Alden Elementary Schools annually.
- 2) There shall be a maximum of three (3) "Flex Clubs" in the Middle School annually.
- 3) Applications will be accepted starting on September 1<sup>st</sup> of each school year.
- 4) No new Flex Clubs will be started after May 1<sup>st</sup> of each school year.
- 5) A unit member who wants to start a "Flex Club" shall present a proposal to the building administrator that contains, at minimum, the rationale for creating the club, the number of students the club could serve, the number of meetings the club would have, and the time period where those meetings would occur.
- 6) A club must have at the minimum of five (5) participants signed up prior to the first session for final approval.
- 7) The building administrator may approve or deny a Flex Club proposal. Should a proposal be denied, the administrator shall provide their reasons for denial in writing to the advisor. Final decision rests with the administrator and is not subject to Article VII, grievance procedure.
- 8) If a club is denied, the advisor may revise their proposal and re-apply.
- 9) Flex Clubs are approved for only one school year at a time. Should a Flex Club advisor wish to run the club in subsequent years, they must re-apply each year.
- 10) Should a Flex Club not hold the number of meetings that were approved in its proposal, the District may pro-rate the stipend based on the number of meetings that were held.

**SCHEDULE A – SALARY SCHEDULE FOR JULY 1, 2021 - JUNE 30, 2022**

	<b>BA</b>	<b>BA30</b>	<b>MA</b>	<b>MA30</b>	<b>MA60</b>
<b>1</b>	\$61,367	\$63,846	\$64,675	\$66,741	\$68,809
<b>2</b>	\$62,771	\$65,336	\$66,244	\$68,394	\$70,545
<b>3</b>	\$64,177	\$66,823	\$67,815	\$70,049	\$72,282
<b>4</b>	\$65,583	\$68,313	\$69,388	\$71,703	\$74,018
<b>5</b>	\$66,990	\$69,800	\$70,960	\$73,357	\$75,754
<b>6</b>	\$68,394	\$71,288	\$72,528	\$75,011	\$77,491
<b>7</b>	\$69,800	\$72,778	\$74,100	\$76,664	\$79,226
<b>8</b>	\$71,206	\$74,265	\$75,672	\$78,317	\$80,964
<b>9</b>	\$72,612	\$75,754	\$77,242	\$79,970	\$82,700
<b>10</b>	\$75,423	\$78,730	\$80,385	\$83,277	\$86,172
<b>11</b>	\$76,830	\$80,218	\$81,954	\$84,934	\$87,908
<b>12</b>	\$78,235	\$81,708	\$83,526	\$86,586	\$89,646
<b>13</b>	\$79,638	\$83,196	\$85,099	\$88,239	\$91,383
<b>14</b>	\$81,045	\$84,683	\$86,669	\$89,893	\$93,119
<b>15</b>	\$82,451	\$86,172	\$88,239	\$91,546	\$94,855
<b>16</b>	\$83,857	\$87,661	\$89,811	\$93,200	\$96,591
<b>17</b>	\$85,261	\$89,149	\$91,383	\$94,855	\$98,327
<b>18</b>	\$86,669	\$90,639	\$92,954	\$96,508	\$100,064
<b>19</b>	\$88,074	\$92,125	\$94,523	\$98,163	\$101,801
<b>20</b>	\$92,290	\$96,591	\$99,235	\$103,124	\$107,010
<b>21</b>	\$92,290	\$96,591	\$99,235	\$103,124	\$107,010
<b>22</b>	\$92,290	\$96,591	\$99,235	\$103,124	\$107,010
<b>23</b>	\$96,508	\$101,057	\$103,867	\$108,085	\$112,218
<b>24</b>	\$96,508	\$101,057	\$103,867	\$108,085	\$112,218
<b>25</b>	\$96,508	\$101,057	\$103,867	\$108,085	\$112,218
<b>26</b>	\$105,970	\$110,765	\$113,907	\$118,289	\$122,673
<b>27</b>	\$105,970	\$110,765	\$113,907	\$118,289	\$122,673
<b>28</b>	\$107,220	\$112,015	\$115,157	\$119,539	\$123,923

**SCHEDULE B – SALARY SCHEDULE FOR JULY 1, 2022 - JUNE 30, 2023**

	<b>BA</b>	<b>BA30</b>	<b>MA</b>	<b>MA30</b>	<b>MA60</b>
<b>1</b>	\$62,867	\$65,346	\$66,175	\$68,241	\$70,309
<b>2</b>	\$64,271	\$66,836	\$67,744	\$69,894	\$72,045
<b>3</b>	\$65,677	\$68,323	\$69,315	\$71,549	\$73,782
<b>4</b>	\$67,083	\$69,813	\$70,888	\$73,203	\$75,518
<b>5</b>	\$68,490	\$71,300	\$72,460	\$74,857	\$77,254
<b>6</b>	\$69,894	\$72,788	\$74,028	\$76,511	\$78,991
<b>7</b>	\$71,300	\$74,278	\$75,600	\$78,164	\$80,726
<b>8</b>	\$72,706	\$75,765	\$77,172	\$79,817	\$82,464
<b>9</b>	\$74,112	\$77,254	\$78,742	\$81,470	\$84,200
<b>10</b>	\$76,923	\$80,230	\$81,885	\$84,777	\$87,672
<b>11</b>	\$78,330	\$81,718	\$83,454	\$86,434	\$89,408
<b>12</b>	\$79,735	\$83,208	\$85,026	\$88,086	\$91,146
<b>13</b>	\$81,138	\$84,696	\$86,599	\$89,739	\$92,883
<b>14</b>	\$82,545	\$86,183	\$88,169	\$91,393	\$94,619
<b>15</b>	\$83,951	\$87,672	\$89,739	\$93,046	\$96,355
<b>16</b>	\$85,357	\$89,161	\$91,311	\$94,700	\$98,091
<b>17</b>	\$86,761	\$90,649	\$92,883	\$96,355	\$99,827
<b>18</b>	\$88,169	\$92,139	\$94,454	\$98,008	\$101,564
<b>19</b>	\$89,574	\$93,625	\$96,023	\$99,663	\$103,301
<b>20</b>	\$93,790	\$98,091	\$100,735	\$104,624	\$108,510
<b>21</b>	\$93,790	\$98,091	\$100,735	\$104,624	\$108,510
<b>22</b>	\$93,790	\$98,091	\$100,735	\$104,624	\$108,510
<b>23</b>	\$98,008	\$102,557	\$105,367	\$109,585	\$113,718
<b>24</b>	\$98,008	\$102,557	\$105,367	\$109,585	\$113,718
<b>25</b>	\$98,008	\$102,557	\$105,367	\$109,585	\$113,718
<b>26</b>	\$107,470	\$112,265	\$115,407	\$119,789	\$124,173
<b>27</b>	\$107,470	\$112,265	\$115,407	\$119,789	\$124,173
<b>28</b>	\$108,720	\$113,515	\$116,657	\$121,039	\$125,423

**SCHEDULE C – SALARY SCHEDULE FOR JULY 1, 2023 - JUNE 30, 2024**

	<b>BA</b>	<b>BA30</b>	<b>MA</b>	<b>MA30</b>	<b>MA60</b>
<b>1</b>	\$64,367	\$66,846	\$67,675	\$69,741	\$71,809
<b>2</b>	\$65,771	\$68,336	\$69,244	\$71,394	\$73,545
<b>3</b>	\$67,177	\$69,823	\$70,815	\$73,049	\$75,282
<b>4</b>	\$68,583	\$71,313	\$72,388	\$74,703	\$77,018
<b>5</b>	\$69,990	\$72,800	\$73,960	\$76,357	\$78,754
<b>6</b>	\$71,394	\$74,288	\$75,528	\$78,011	\$80,491
<b>7</b>	\$72,800	\$75,778	\$77,100	\$79,664	\$82,226
<b>8</b>	\$74,206	\$77,265	\$78,672	\$81,317	\$83,964
<b>9</b>	\$75,612	\$78,754	\$80,242	\$82,970	\$85,700
<b>10</b>	\$78,423	\$81,730	\$83,385	\$86,277	\$89,172
<b>11</b>	\$79,830	\$83,218	\$84,954	\$87,934	\$90,908
<b>12</b>	\$81,235	\$84,708	\$86,526	\$89,586	\$92,646
<b>13</b>	\$82,638	\$86,196	\$88,099	\$91,239	\$94,383
<b>14</b>	\$84,045	\$87,683	\$89,669	\$92,893	\$96,119
<b>15</b>	\$85,451	\$89,172	\$91,239	\$94,546	\$97,855
<b>16</b>	\$86,857	\$90,661	\$92,811	\$96,200	\$99,591
<b>17</b>	\$88,261	\$92,149	\$94,383	\$97,855	\$101,327
<b>18</b>	\$89,669	\$93,639	\$95,954	\$99,508	\$103,064
<b>19</b>	\$91,074	\$95,125	\$97,523	\$101,163	\$104,801
<b>20</b>	\$95,290	\$99,591	\$102,235	\$106,124	\$110,010
<b>21</b>	\$95,290	\$99,591	\$102,235	\$106,124	\$110,010
<b>22</b>	\$95,290	\$99,591	\$102,235	\$106,124	\$110,010
<b>23</b>	\$99,508	\$104,057	\$106,867	\$111,085	\$115,218
<b>24</b>	\$99,508	\$104,057	\$106,867	\$111,085	\$115,218
<b>25</b>	\$99,508	\$104,057	\$106,867	\$111,085	\$115,218
<b>26</b>	\$108,970	\$113,765	\$116,907	\$121,289	\$125,673
<b>27</b>	\$108,970	\$113,765	\$116,907	\$121,289	\$125,673
<b>28</b>	\$110,220	\$115,015	\$118,157	\$122,539	\$126,923

**SCHEDULE D CO-CURRICULAR/EXTRA-CLASS STIPENDS 2021-2024**

CATEGORY – ACADEMICS	Stipend		
	Effective 7/1/21	Effective 7/1/22	Effective 7/1/23
Job Description			
Literacy Coordinator K-5 (w/no release time)	\$3,921.65	\$3,960.87	\$3,960.87
or Literacy Coordinator K-2 (w/no release time)	\$1,961.35	\$1,980.96	\$1,980.96
& Literacy Coordinator 3-5 (w/no release time)	\$1,961.35	\$1,980.96	\$1,980.96
Mathematics Coordinator K-5 (w/no release time)	\$3,921.65	\$3,960.87	\$3,960.87
or Math Coordinator K-2 (w/no release time)	\$1,961.35	\$1,980.96	\$1,980.96
& Math Coordinator 3-5 (w/no release time)	\$1,961.35	\$1,980.96	\$1,980.96
Coordinator of Library Media Services K-12 (w/no release time)	\$2,653.28	\$2,679.81	\$2,679.81
Special Education K-12 Department Head (w/release time)	\$4,492.89	\$4,537.82	\$4,537.82
Phys. Ed./Health K-12 Department Head (w/no release time)	\$4,492.89	\$4,537.82	\$4,537.82
District Level Department Head (w/no release time)	\$4,492.89	\$4,537.82	\$4,537.82
Secondary Department Head (w/no release time)	\$3,921.65	\$3,960.87	\$3,960.87
Elementary Grade Level Head (w/no release time)	\$3,921.65	\$3,960.87	\$3,960.87
International Baccalaureate (IB) Coordinator (w/40 min/day release time)	\$3,921.65	\$3,960.87	\$3,960.87
IB Creative, Action & Service (CAS) Coordinator (w/no release time)	\$1,961.35	\$1,980.96	\$1,980.96
IB Extended Essay (EE)(w/no release time)	\$1,961.35	\$1,980.96	\$1,980.96
IB Theory of Knowledge (TOK)(w/no release time)	\$1,961.35	\$1,980.96	\$1,980.96
Grad Point Coordinator (School Year)(w/no release time)	\$1,269.41	\$1,282.11	\$1,282.11
Grad Point Coordinator (Summer)(w/no release time)	\$634.71	\$641.05	\$641.05
Heart Lab (FIT) Supervisor (w/no release time)	\$921.88	\$931.10	\$931.10
Home Tutoring	\$37.96	\$38.34	\$38.34

CATEGORY – CLUBS & ACTIVITIES	Stipend		
	Effective 7/1/21	Effective 7/1/22	Effective 7/1/23
Job Description			
Senior Class Advisor – HS	\$2,653.28	\$2,679.81	\$2,679.81
Junior Class Advisor – HS	\$2,019.61	\$2,039.81	\$2,039.81
Sophomore Class Advisor – HS	\$1,269.41	\$1,282.11	\$1,282.11
Freshman Class Advisor - HS	\$1,269.41	\$1,282.11	\$1,282.11
National Honor Society Advisor – HS	\$1,269.41	\$1,282.11	\$1,282.11
Student Council Advisor – HS	\$2,653.28	\$2,679.81	\$2,679.81
Interact Club Advisor – HS	\$1,096.69	\$1,107.66	\$1,107.66
Yearbook Advisor – HS	\$2,653.28	\$2,679.81	\$2,679.81
Art Club Advisor – HS	\$1,096.69	\$1,107.66	\$1,107.66
Model UN Advisor - HS	\$1,096.69	\$1,107.66	\$1,107.66
Literary Magazine/Newspaper Advisor – HS	\$1,096.69	\$1,107.66	\$1,107.66
Robot War Advisor - HS	\$1,096.69	\$1,107.66	\$1,107.66
Book Club Advisor - HS	\$921.88	\$931.10	\$931.10
SAT Preparation Teacher - English	\$921.88	\$931.10	\$931.10
SAT Preparation Teacher - Mathematics	\$921.88	\$931.10	\$931.10
Junior National Honor Society Advisor – MS	\$1,096.69	\$1,107.66	\$1,107.66
Student Council Advisor – MS	\$2,019.61	\$2,039.81	\$2,039.81
Interact Club Advisor – MS	\$1,096.69	\$1,107.66	\$1,107.66

Yearbook Advisor – MS	\$1,269.41	\$1,282.11	\$1,282.11
Art Club Advisor – MS	\$1,096.69	\$1,107.66	\$1,107.66
Science Fair Coordinator – MS	\$1,096.69	\$1,107.66	\$1,107.66
School Store Advisor – MS	\$921.88	\$931.10	\$931.10
Book Club Advisor – MS	\$921.88	\$931.10	\$931.10
Middle School Club Advisor	\$921.88	\$931.10	\$931.10
Peer Mediation Advisor - MS	\$921.88	\$931.10	\$931.10
Code Club Advisor - MS	\$921.88	\$931.10	\$931.10
Literary Magazine/Newspaper Advisor - MS	\$1,096.69	\$1,107.66	\$1,107.66
Interact Club Advisor – Alden	\$1,096.69	\$1,107.66	\$1,107.66
Science Fair Coordinator - Alden	\$1,096.69	\$1,107.66	\$1,107.66
Colonial Days Advisor - Alden	\$1,096.69	\$1,107.66	\$1,107.66
Yearbook Advisor - Alden	\$1,096.69	\$1,107.66	\$1,107.66
Yearbook Advisor – Elm Drive	\$1,096.69	\$1,107.66	\$1,107.66
Art Show Director	\$1,096.69	\$1,107.66	\$1,107.66
Computer Club Advisor	\$1,096.69	\$1,107.66	\$1,107.66
Environmental Club Advisor	\$1,096.69	\$1,107.66	\$1,107.66
FCCLA Advisor	\$1,096.69	\$1,107.66	\$1,107.66
Media Club Advisor	\$1,096.69	\$1,107.66	\$1,107.66
Robotics Coordinator	\$1,096.69	\$1,107.66	\$1,107.66
SADD Advisor	\$1,096.69	\$1,107.66	\$1,107.66
Ski Club Advisor	\$1,096.69	\$1,107.66	\$1,107.66
Odyssey of the Mind Coach - MS	\$1,096.69	\$1,107.66	\$1,107.66
Odyssey of the Mind Coach – Alden	\$1,096.69	\$1,107.66	\$1,107.66
Alden Place Drama Advisor	\$1,096.69	\$1,107.66	\$1,107.66

CATEGORY – FINE ARTS Job Description	Stipend		
	Effective 7/1/21	Effective 7/1/22	Effective 7/1/23
Band Director – Secondary Schools	\$2,653.28	\$2,679.81	\$2,679.81
Choral Director – Secondary Schools	\$2,019.61	\$2,039.81	\$2,039.81
Band Director – Elementary Schools	\$2,019.61	\$2,039.81	\$2,039.81
Choral Director – Elementary Schools	\$2,019.61	\$2,039.81	\$2,039.81
Drama Director – HS	\$2,653.28	\$2,679.81	\$2,679.81
Drama Assistant Director - HS	\$2,019.61	\$2,039.81	\$2,039.81
Choreographer – HS	\$2,019.61	\$2,039.81	\$2,039.81
Musical Director – HS	\$1,560.75	\$1,576.36	\$1,576.36
Pit Director – HS	\$1,560.75	\$1,576.36	\$1,576.36
Pit Orchestra Musicians – HS (maximum of 3 performances & 3 dress rehearsals)	\$83.24	\$84.07	\$84.07
Accompanist – HS	\$1,248.60	\$1,261.09	\$1,261.09
Sound & Lighting – HS Drama (maximum of 80 hours)	\$26.01	\$26.27	\$26.27
Stage Crew Advisor - HS	\$1,269.41	\$1,282.11	\$1,282.11
Drama Director - MS	\$2,019.61	\$2,039.81	\$2,039.81
Sound & Lighting On-Call Theater Technician(s)	\$26.01	\$26.27	\$26.27

<b>CATEGORY – ATHLETICS (GENERAL)</b>	<b>Stipend</b>		
	<b>Effective 7/1/21</b>	<b>Effective 7/1/22</b>	<b>Effective 7/1/23</b>
<b>Job Description</b>			
Athletic Director (w/release time & reduced teaching assignment)	\$4,757.46	\$4,805.04	\$4,805.04
High School Weight Room Supervisor	\$1,085.83	\$1,096.69	\$1,096.69
Intra/Extramural Activities Coach (30 one (1) hour sessions)	\$1,085.83	\$1,096.69	\$1,096.69

<b>CATEGORY – ATHLETICS (FALL SEASON)</b>	<b>Stipend</b>		
	<b>Effective 7/1/21</b>	<b>Effective 7/1/22</b>	<b>Effective 7/1/23</b>
<b>Job Description</b>			
Head Varsity Soccer Coach – Girls	\$3,459.41	\$3,494.01	\$3,494.01
JV Soccer Coach – Girls	\$2,940.19	\$2,969.59	\$2,969.59
Modified Soccer Coach - Girls	\$2,419.94	\$2,444.14	\$2,444.14
Head Varsity Soccer Coach – Boys	\$3,459.41	\$3,494.01	\$3,494.01
JV Soccer Coach – Boys	\$2,940.19	\$2,969.59	\$2,969.59
Modified Soccer Coach – Boys	\$2,419.94	\$2,444.14	\$2,444.14
Head Varsity Cross Country Coach	\$3,459.41	\$3,494.01	\$3,494.01
Assistant Cross Country Coach	\$2,940.19	\$2,969.59	\$2,969.59
Head Varsity Football Coach	\$4,304.18	\$4,347.22	\$4,347.22
Assistant Varsity Football Coach	\$3,362.57	\$3,396.20	\$3,396.20
Modified Football Coach	\$3,362.57	\$3,396.20	\$3,396.20
Cheerleading Coach - Fall	\$2,419.94	\$2,444.14	\$2,444.14

<b>CATEGORY – ATHLETICS (WINTER SEASON)</b>	<b>Stipend</b>		
	<b>Effective 7/1/21</b>	<b>Effective 7/1/22</b>	<b>Effective 7/1/23</b>
<b>Job Description</b>			
Head Varsity Basketball Coach – Girls	\$4,304.18	\$4,347.22	\$4,347.22
JV Basketball Coach – Girls	\$3,362.57	\$3,396.20	\$3,396.20
Modified Basketball Coach – Girls	\$2,419.94	\$2,444.14	\$2,444.14
Head Varsity Basketball Coach –Boys	\$4,304.18	\$4,347.22	\$4,347.22
JV Basketball Coach – Boys	\$3,362.57	\$3,396.20	\$3,396.20
Modified Basketball Coach - Boys	\$2,419.94	\$2,444.14	\$2,444.14
Cheerleading Coach - Winter	\$2,419.94	\$2,444.14	\$2,444.14
Head Varsity Volleyball Coach	\$3,459.41	\$3,494.01	\$3,494.01
JV Volleyball Coach	\$2,940.19	\$2,969.59	\$2,969.59
Modified Volleyball Coach	\$2,419.94	\$2,444.14	\$2,444.14
Head Varsity Winter Track Coach	\$4,304.18	\$4,347.22	\$4,347.22
Assistant Winter Track Coach	\$3,362.57	\$3,396.20	\$3,396.20
Varsity Wrestling Coach	\$3,047.33	\$3,077.80	\$3,077.80
JV Wrestling Coach	\$2,734.15	\$2,761.49	\$2,761.49
Modified Wrestling Coach	\$2,419.94	\$2,444.14	\$2,444.14

<b>CATEGORY – ATHLETICS (SPRING SEASON)</b>	<b>Stipend</b>		
	<b>Effective 7/1/21</b>	<b>Effective 7/1/22</b>	<b>Effective 7/1/23</b>
<b>Job Description</b>			
Head Varsity Softball Coach	\$3,459.41	\$3,494.01	\$3,494.01
JV Softball Coach	\$2,940.19	\$2,969.59	\$2,969.59
Modified Softball Coach	\$2,419.94	\$2,444.14	\$2,444.14

Head Varsity Baseball Coach	\$3,459.41	\$3,494.01	\$3,494.01
JV Baseball Coach	\$2,940.19	\$2,969.59	\$2,969.59
Modified Baseball Coach	\$2,419.94	\$2,444.14	\$2,444.14
Head Varsity Track & Field Coach	\$4,304.18	\$4,347.22	\$4,347.22
Assistant Track & Field Coach	\$3,362.57	\$3,396.20	\$3,396.20
Head Varsity Lacrosse Coach – Girls	\$4,304.18	\$4,347.22	\$4,347.22
Assistant Lacrosse Coach – Girls	\$3,047.33	\$3,077.80	\$3,077.80
Head Varsity Lacrosse Coach – Boys	\$4,304.18	\$4,347.22	\$4,347.22
Assistant Lacrosse Coach – Boys	\$3,047.33	\$3,077.80	\$3,077.80
Head Varsity Tennis Coach	\$3,459.41	\$3,494.01	\$3,494.01
Head Varsity Golf Coach	\$3,459.41	\$3,494.01	\$3,494.01
<b>CATEGORY - SUPERVISION</b>	<b>Stipend</b>		
<b>Job Description</b>	<b>Effective 7/1/21</b>	<b>Effective 7/1/22</b>	<b>Effective 7/1/23</b>
AM Bus Supervisor – Secondary	\$1,096.69	\$1,107.66	\$1,107.66
AM Bus Supervisor – Elementary	\$1,096.69	\$1,107.66	\$1,107.66
PM Bus Supervisor – Secondary	\$1,096.69	\$1,107.66	\$1,107.66
PM Bus Supervisor – Elementary	\$1,096.69	\$1,107.66	\$1,107.66
Supervisor of Admissions to Athletic Events (Fall & Winter)	\$1,096.69	\$1,107.66	\$1,107.66
Basketball Scorekeeper – Girls	\$56.95	\$57.52	\$57.52
Basketball Scorekeeper – Boys	\$56.95	\$57.52	\$57.52
Basketball Timekeeper – Girls	\$47.45	\$47.92	\$47.92
Basketball Timekeeper - Boys	\$47.45	\$47.92	\$47.92
30-Second Clock – Girls Basketball	\$47.45	\$47.92	\$47.92
Football, Soccer & Volleyball Chaperone Duties	\$66.42	\$67.09	\$67.09
Basketball (Boys & Girls) Chaperone Duties	\$75.94	\$76.70	\$76.70
Football Scorekeeper/Timekeeper	\$37.96	\$38.34	\$38.34
Dance Chaperone Duties	\$75.94	\$76.70	\$76.70

**Notes for Chaperoning:**

- In the event there is only half-time service or the equivalent of half-time service for any other per occurrence event for which a stipend is paid, sixty percent (60%) of the agreed upon amount will be paid.
- Sixty percent (60%) of the stipend amount for chaperoning one basketball game.
- Teachers will be assigned to a minimum of two (2) chaperone assignments during the school year. Teachers who volunteer for such assignments shall be considered first, but the determination shall be made by the Building Principal. In the event that there are not sufficient acceptable volunteers, the Building Principal shall assign teachers to chaperone in alphabetical order. Teachers who wish to exchange assignments with other teachers must arrange that exchange through the Building Principal.

**General Schedule E Notes:**

- The decision regarding which co-curricular/extra-curricular positions will be funded on an annual basis shall remain within the prerogative of the District.
- Teachers will be notified in writing of the assignments listed above by June 1st of the previous school year. Teachers will indicate their acceptance or rejection of the assignment, in writing, by June 15th. It is expected that an assignment, once accepted, will be honored, regardless of any subsequent desire to do something else. Exceptions to the above notification procedure will be necessary in the case of athletic assignments when vacancies occur on the Physical Education staff which have not been filled prior to May 1st.
- Payment for full season non-classroom teaching activities will be made in the next paycheck following the termination of the activity.