

AGREEMENT

PINE PLAINS CENTRAL SCHOOL DISTRICT

AND

PINE PLAINS FEDERATION OF EDUCATORS, INC.

July 1, 2023 - June 30, 2026

TABLE OF CONTENTS

	PAGE
ARTICLE I: RECOGNITION (1.1-1.2)	1
ARTICLE II: INDIVIDUALS AND ASSOCIATION RIGHTS (2.1-2.15)	2
Dues Deduction (2.1)	2
ARTICLE III: WORKING CONDITIONS (3.1-3.8)	3
ARTICLE IV: TEACHING HOURS AND TEACHING LOAD (4.1-4.10.1)	4
ARTICLE V: HEALTH INSURANCE (5.1-5.7)	6
Welfare Benefit Trust (5.1)	6
Health Insurance (5.2)	7
Health Insurance Buy-Out (5.3)	8
Dual Coverage Restriction (5.4)	9
Flexible Benefits Account (5.5)	9
ARTICLE VI: LEAVE (6.1-6.3.9)	10
Sick Leave (6.1)	10
Personal Leave (6.2)	11
Child Rearing Leave (6.3)	12
ARTICLE VII: CURRICULUM DEVELOPMENT GRANTS (7.1-7.5)	12
ARTICLE VIII: OTHER LEAVES (8.1-8.5)	13
Professional Association (8.1)	13
Pro Bono Publico (8.2)	13
Jury Duty (8.3)	13
Workers' Compensation (8.4)	14
Study Leave (8.5)	14
ARTICLE IX: IN-SERVICE COURSES (9.1-9.6)	14
ARTICLE X: EVALUATION (10.1-10.4.7)	15
ARTICLE XI: PROMOTIONS AND TRANSFERS (11.1-11.3)	16
ARTICLE XII: ABSENCE PROCEDURE (12.1)	17
ARTICLE XIII: EDUCATIONAL PRACTICES: TEXTBOOKS (13.1-13.2)	17

ARTICLE XIV: LESSON PLANS (14.1-14.2)	17
ARTICLE XV: PROFESSIONAL LIBRARY (15.1)	18
ARTICLE XVI: TAX SHELTERED ANNUITY AND OTHER DEDUCTIONS (16.1-16.3)	18
ARTICLE XVII: SALARY AND ECONOMIC CONDITIONS (17.1-17.17)	18
Salary (17.1)	18
Longevity (17.2)	19
Step Advancement (17.4)	19
Credits (17.5)	19
Retirement Incentive (17.9)	20
ARTICLE XVIII: GRIEVANCE PROCEDURE	22
General Provisions (18.1-18.10)	22
Procedures (18.11-18.13)	23
Arbitration (18.14-18.20)	23
ARTICLE XIX: MAINTENANCE OF STANDARDS (19.1-19.3)	24
ARTICLE XX: CLASS SIZE (20.1-20.7)	25
ARTICLE XXI: TEACHING ASSISTANTS (21.1-21.13.1.1)	26
Salary Schedule (21.13)	26
ARTICLE XXII: REGISTERED NURSES (22.1-22.8)	27
ARTICLE XXIII: LEGISLATIVE ACTION (23.1)	27
ARTICLE XXIV: DURATION CLAUSE (24.1-24.2)	27
APPENDICES	29
Appendix A: 2023-2024 Salary Schedule	29
Appendix B: 2024-2025 Salary Schedule	30
Appendix C: 2025-2026 Salary Schedule	31
Appendix D: Extra Pay Schedule – Athletics Coaches Stipends	32
Appendix E: Advisors Stipends	33
Appendix F: Title IX Notice	35
Appendix G: Memorandum of Agreement	36

AGREEMENT, made this 3rdth day of January 2024, by and between

PINE PLAINS CENTRAL SCHOOL DISTRICT

and

PINE PLAINS FEDERATION OF EDUCATORS, INC.

ARTICLE I – RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive negotiating agent for the teachers in its employ in a unit composed of all professional personnel employed in positions requiring certification, including teaching assistants, regular substitute teachers who are hired for a fixed term of five (5) months or more and registered nurses, except the Chief School Administrator, Assistant Superintendent of Schools, Director of Curriculum and Instruction, Director of Pupil Personnel, Assistant Superintendent for Business and Finance, the Building Principals and Assistant Principals for the maximum period allowed by law. Regular Substitute Teachers who are hired for a fixed term of five (5) months or more shall be deemed employees covered by the provisions of this Agreement.
- 1.2 Part-time unit members who work less than one-half time shall not be entitled to benefits.

DEFINITIONS:

As used herein, the term:

Educator – shall mean teachers, guidance counselors, social workers, school psychologist, speech therapist, library media specialist, technology integrator.

Medical Professionals – shall mean nurses and athletic trainer.

Teaching Assistant – shall mean assistant to teacher.

Unit member and/or Association – shall mean Educators, Medical Professionals, and Teaching Assistants.

ARTICLE II – INDIVIDUAL AND ASSOCIATION RIGHTS

2.1 Dues Deduction

- 2.1.1 Upon receiving written authorization prior to September 1 of each school year the Board agrees to deduct from the salaries of Union members the amount specified by the Union. Such dues shall be deducted in twenty (20) equal payments, one each pay period beginning in September.
- 2.2 The Association shall certify to the Board in writing, (i) the current rate of its membership dues and, (ii) any change in the rate of its membership dues thirty (30) days prior to the effective date thereof.
- 2.3 The Board shall, following each pay period from which a dues or agency fee deduction is made, transmit the same to the Association accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.
- 2.4 The Association will have the opportunity to conduct a 60-minute meeting during the first yearly staff meeting.
- 2.5 Rules and regulations governing the activities of unit members within the school buildings shall be uniform throughout the District.
- 2.6 Duly authorized representatives of the Association and its affiliates shall be permitted to transact official organization business on school property at all reasonable times, provided that this does not interfere with or interrupt school operations.
- 2.7 The Association shall have the right to use school facilities and equipment (Business Office machines excluded) at reasonable times when such equipment is not otherwise in use. The Association shall pay the cost incident to such use. The Association and its representatives shall have the right to use school rooms at reasonable hours for meetings when not otherwise in use.
- 2.8 The President of the Association, or his/her designee, and officially elected delegates to NYSUT and its national affiliates and the NYSTRS conventions, shall be entitled to an aggregate of twelve (12) days annually with pay to conduct Association business, provided sufficient notice is given and mutually satisfactory arrangements are made.
- 2.9 The Association President and his/her designated union official shall be free from one (1) supervisory duty each day, absent emergency circumstances (i.e., lunchroom, hall, etc.).
- 2.10 The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in

each school building. The Association may use the inter-school mail service and unit members' mail boxes for communication to unit members.

- 2.11 All unit members shall be entitled to attend, free of charge, all regular school sponsored activities including athletic events. When present at school events, unit members may be called into chaperone service, in light of exigent circumstance (e.g. crowd control, or maintaining order), without remuneration.
- 2.12 Copies of this Agreement shall be printed at the expense of the Board and given to all unit members now or hereafter employed.
- 2.13 Every unit member shall have the right, upon request, to review the contents of his/her own personnel file, except references. A unit member shall be allowed to copy any such records. No derogatory material, except references, shall be placed in a unit member's personnel folder unless he/she has received such material and has had an opportunity to review such material. The unit member shall be required to initial such material indicating that there has been an opportunity to review. Initialing shall not indicate agreement with content. The unit member shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Chief School Administrator and included in the file material.
- 2.14 Unit members who are not residents of this School District shall nevertheless be entitled to have their children educated in this School District on a tuition-free basis if such children are within the ages referenced in Section 3202 of the Education Law. Attendance under this provision is prohibited in the event that such attendance would require additional staffing, could not be accommodated due to the unavailability of appropriate educational programs or if there would be inadequate space to accommodate the student.

ARTICLE III – WORKING CONDITIONS

- 3.1 Unit members shall have safe and healthful conditions under which to carry out their professional duties.
- 3.2 The Board shall provide:
 - 3.2.1 Suitable closet or locker for each unit member's personal items.
 - 3.2.2 A suitable office or room which each educator can use as a home base near his/her teaching area.
 - 3.2.3 Readily accessible storage space for instructional materials in the educator's room.

- 3.3 Unit members shall be allowed to remain in District buildings until 9 p.m., should they choose to remain to work or study; provided, however, that this privilege may be extended upon reasonable request and subject to the approval of the Superintendent of designee. Notwithstanding the above, this privilege in the event that the arming of building security devices at reasonable times precludes such access.
- 3.4 Teachers shall receive class lists and other appropriate class information, within the first week of school and within a week's time of any changes.
- 3.5 Teachers shall not be required to record, transfer or transmit information which does not have a direct bearing on the learning experience of the child.
- 3.6 School-wide testing programs will be recorded by teacher aides whenever they can be made available and the Board agrees to extend its best effort to make aides available for this purpose.
- 3.6.1 Teachers shall not be required to transcribe grades on pupil permanent record cards.
- 3.7 No audio, visual or similar system(s) shall be used to discipline or evaluate unit members. No audio, visual or similar system(s) shall be used to monitor a unit member for evaluative purposes without his/her consent.
- 3.8 All medical examinations and tests related to application requirements for new unit members shall be paid by the Board as well as such annual requirements for all unit members. The Board will reimburse up to \$100.00 upon submission of a paid bill for a medical examination by a physician other than the school physician. The bill must be submitted during that school year.
- 3.9 Teachers shall not be required to deliver books to classrooms or storage areas.

ARTICLE IV – TEACHING HOURS AND TEACHING

- 4.1 The length of the teacher's work day shall be seven (7) hours in the elementary, middle school and high school, including a 30-minute duty-free lunch period. Teachers may be required to work fifteen (15) minutes before and after the student instructional day. Teachers shall also remain available in accordance with their professional responsibilities beyond the above-assigned work day (i.e.: student help; parent conferences). As part of professional responsibilities, unit members shall attend one (1) faculty meeting per month that shall begin no earlier than one (1) hour before student arrival at the elementary school level or end no later than one (1) hour after student dismissal at the secondary level. Part-time faculty members may be required to attend faculty meetings for which such unit members shall receive pay at their regular hourly rate of pay, they will be given at least 10 days prior notice of the faculty meeting.

- 4.2 Teachers in the elementary school grades K-5 may be assigned 300 pupil contact minutes per day. Teachers in the junior high school grades 6-8 and senior high school grades 9-12 may be assigned five (5) instructional periods and one (1) supervisory period per day. All District-wide teachers who are assigned 300 pupil contact minutes per day at the elementary level and those who teach a nine (9) period day at the secondary level, except for those with six (6) assigned teaching periods, shall have two (2) preparation periods. In the event that the District implements a seven (7) period day, all teachers shall have (1) preparation period. It is understood that over a six (6) day cycle, a teacher may be assigned no more than six (6) duty periods and thirty (30) classes. On a day a teacher is given a sixth class, s/he shall be assigned no duty period. On a day that a teacher has four (4) classes, two (2) duty periods may be assigned.
- 4.2.1 For those teachers who are assigned 300 pupil contact minutes per day at the elementary level and those who teach a nine (9) period day at the secondary level, except for those with six (6) class assignments, the administration may schedule up to five (5) preparation periods per month for the purpose of CSE/CST meetings, 504 meetings, parent meetings, collaborative planning, and in-service training, without additional compensation. The administration may encumber one of these five (5) preparation periods per month for the purpose of assigning a teacher to substitute coverage without additional compensation. To the extent practicable, administration will provide seventy-two (72) hours prior notification excluding the assignment of substitute coverage. If a teacher attends more than five (5) such meetings during preparation periods over the month, the teacher will be compensated at thirty dollars (\$30) for each meeting beyond five (5), or the teacher will be relieved of his/her duty. If a teacher has six (6) class assignments during a nine (9) period day, the teacher will be scheduled to attend the aforementioned meetings only on those days when he/she has two (2) preparation periods or one (1) preparation period and is relieved of a supervisory or teaching duty assignment on such day.
- 4.3 Those teachers who volunteer for a sixth teaching assignment shall be entitled to a stipend equivalent to one-sixth (1/6th) of Step D15 on the Salary Schedule.
- 4.4 If there is no volunteer, the District may assign a sixth teaching period. Whether a teacher volunteers or is assigned a sixth teaching assignment in the secondary school, the teacher may be assigned a supervisory duty every other day or three days in a current six-day cycle.
- 4.5 If there is more than one volunteer for a sixth teaching assignment, the decision regarding the assignment shall be made by the Superintendent of Schools. No teacher shall be assigned on an involuntary basis for a second consecutive year to teach a sixth assignment. If at all possible, no teacher in his/her first year of teaching shall be assigned to a sixth assignment.
- 4.6 The current elementary school day provides for a maximum of 300 pupil contact minutes per day. Should the Board extend the elementary school day, it may require up to 330 pupil

contact minutes per day. Elementary teachers whose schedule is extended beyond the 300 pupil contact minutes will receive an additional \$1,200 over their contract salary if their schedule is extended by a full thirty (30) minutes. This benefit shall be pro-rated to the extent that the extension is more than the 300 pupil contact minutes but less than 330.

- 4.7 Unit member participation in extra-curricular activities shall be strictly voluntary. At least one week prior to any extra or co-curricular activities event, volunteer chaperones shall inform the Superintendent of Schools or his/her designee of their intention to attend.
- 4.8 Educators shall work a maximum of 184 days per year.
- 4.9 During the last five (5) student teacher contact days of the school year, elementary school teachers shall be entitled to three (3) days of one-hour early release. On the last two (2) of such five (5) days, elementary teachers shall be released after having worked a half-day; provided, however, that such early releases shall be implemented only to the extent that the District will not thereby fail to meet the requirements for that school year's full state aid allotment when employing the regular teaching staff in their usual job functions. To the extent feasible, the one hour early release days and one or both of the half-days of released time will be rescheduled as mutually agreed by the District and PPF, Inc.
- 4.10 The instructional assignment of the following positions shall include:
 - 4.10.1 High School Instrumental Music Teacher - Assignment to five (5) instructional periods and no supervisory period.
 - 4.10.2 Middle and High School teachers shall have one parent-teacher conference from 3 to 6 p.m. in the fall and one parent-teacher conference from 3 to 6 p.m. in the spring. The scheduling of the two middle/high school parent-teacher conference days shall be determined and added to the annual school calendar when finalized. Elementary teachers shall have a two-week window in the fall for parent-teacher conferences that shall be scheduled. The scheduling of the two-week window shall be determined and added to the annual school calendar when finalized. An administrator shall be available during two of the days between 3:30 and 6:30 p.m. over the two-week period.

ARTICLE V – HEALTH INSURANCE

5.1 Welfare Benefit Trust

- 5.1.1 The District shall fund a Welfare Benefit Trust Fund established under the auspices of the Association, as follows:

Effective July 1, 2023: \$1,500 per unit member per annum.
Effective July 1, 2024: \$1,500 per unit member per annum.
Effective July 1, 2025: \$1,500 per unit member per annum.

- 5.1.2 District will make payment in four (4) equal annual installments each due on the first day of the quarter.
- 5.1.3 The Association agrees to allow the District the right to audit the books and records of the Welfare Benefit Trust Fund periodically. The Association shall indemnify the District against damages, including reasonable attorneys' fees, arising from litigations commenced against the District pursuant to this provision of the Agreement, except for suits to require the timely payment of the contributions referenced above.

5.2 Health Insurance

- 5.2.1 The educators' premium contribution towards the costs of individual and family coverages under DEHIC Alt PPO shall be 17% effective July 1, 2023, 18% effective July 1, 2024 and 19% effective July 1, 2025. The EPO 20 contribution rates for Educators shall be 9.5% effective July 1, 2023 10% effective July 1, 2024 and 10.5% effective July 1, 2025. Teaching Assistants and Medical Professionals shall contribute towards DEHIC Alt PPO and DEHIC EPO 20 premiums at the rate of one-half of the Educators' contributions. The District will contribute the difference between the unit member's contribution and the monthly premium cost of the insurance. The District's Health Insurance Plan shall remain the DEHIC Alternate PPO, but the District will also offer DEHIC EPO 20 as an optional alternative coverage to the DEHIC Alt PPO. Effective, July 1, 2024 the DEHIC Alternate PPO will only be offered to new members after the tenure is conferred for educators and teaching assistants and three years for medical professionals.
- 5.2.2 The District may substitute an equivalent health insurance plan upon receiving the consent of the Association. Such consent shall not unreasonably be withheld. The issue of withholding consent may be submitted to expedited arbitration for a final and binding award upon the demand of either party pursuant to the Voluntary Rules of the American Arbitration Association Labor Arbitration Panel.
- 5.2.3.1 Unit members who have worked in the District for at least 15 years, or who were initially employed at step 15 or higher or who had five or more years of cumulative service in the District on or before June 30, 2017 and will remain subject to a ten (10) year minimum vesting requirement, shall be entitled to participate in the District's health insurance program during retirement by contributing towards the costs of individual and family health insurance premiums at the same percentage rate required of active members in the bargaining unit performing work in the same job category that the retiree worked in when last actively employed in the bargaining unit.

5.2.3.2 Effective June 30, 2018, teachers who opt for the retirement incentive during the first year of eligibility for retirement to receive benefits from the NYSTRS without penalty shall pay the same percentage towards the costs of individual and family health insurance premiums in retirement that they paid when last actively employed in the bargaining unit, if they elect to forgo one-half of the payment amount of the retirement incentive under Article 17.9.

5.2.3.3 In the event of a death of the insured spouse or domestic partner after the time of retirement of both spouses from the District, the surviving spouse shall contribute the same contribution premium percentage that was paid by the insured spouse. In the event of a divorce after both spouses retire from the District, both spouses shall contribute the same contribution premium percentage that is paid by the insured spouse.

5.2.3.4 Any educator who opts to forego 1/2 of the retirement incentive payment as referenced above, and who voluntarily choose to change their health insurance plan in retirement, will be obligated to pay the health insurance premium contribution for the selected plan at the same contribution rate as paid by active members at the time of the change.

5.3 Health Insurance Buy-Out

5.3.1 Unit members who are otherwise health insured, may opt-out from coverage in the School District's plan(s) upon filing written notice for exercising the option, with proof of other health insurance, by June 1st for the period commencing July 1st. Those unit members who are hired after July 1st shall have the option to opt-out from coverage in the School District's plan(s) within one (1) month of the date of hire.

5.3.2 The payment for opting-out shall be the following schedule annually and shall be made effective on or before November 15th of the applicable school year. The payout will occur in two (2) installments with 1/2 of the payment occurring on December 30th and the other 1/2 occurring on June 26th.

<u>Number of Buy-Outs</u>	<u>Amount</u>
1 to 13	\$1,800.00
14 to 15	\$2,000.00
16 or more	\$2,200.00

5.3.3 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 buy-out amount, for each of those months remaining in the one year period during which the District's insurance plan(s) will provide coverage. Reimbursement shall be required on the same pro-rated basis for any unit member who resigns or retires during the period for which a buy-out payment has been made. Upon failure to pay the

reimbursement, the District may recoup from unpaid salary the amount owed by the unit member.

5.4 Dual Coverage Restriction

5.4.1 In the event that a unit member and his/her spouse or domestic partner are both eligible to participate in the District's health insurance plan(s), their participation shall be restricted to a single family coverage or two (2) individual coverages. In the event that a single family coverage is opted for, there shall be an entitlement to payment of a mandatory health insurance buy-out in the amount referenced in Paragraph 5.3.2, above. In the event of the death of the insured spouse or domestic partner after the time of retirement of both spouses or domestic partners from the District, the surviving spouse or domestic partner shall be entitled to individual or family coverage, if applicable, in the District's plan(s). This provision shall apply to unit members during their years of retirement.

5.4.2 Notwithstanding the above, in the event that the dual coverage restriction would cause the District to be in a position to fail to offer health insurance coverage to at least 95% of the full-time employees in the bargaining unit (as defined in the Affordable Care Act or any successor federal legislation), one spouse shall be offered health coverage at the Article 5.2 premium contribution rates and the other spouse shall be offered family coverage with the full cost of the health premium at said employee's expense.

5.5 Flexible Benefits Account

5.5.1 The District agrees to maintain a Section 125 Internal Revenue Code Plan, in accordance with IRS regulations, to cover employee premium contributions, medical deductibles and co-pays, with the annual limit set in accordance with Section 125(i) of the Internal Revenue Code, and up to \$5,000.00 per annum for child care and elder care, as administered by a third-party administrator. The costs for the third-party administrator shall be borne solely by the District. The District shall allow employees to carry over the maximum amount permitted by Section 125 of the Internal Revenue Code after the plan year ends, and to use the carryover funds for qualified spending plan expenses in the following plan year.

5.6 Part-time teachers who were entitled to health insurance premium contributions made by the District during the preceding school year, if hired for the current school year, shall be entitled to District premium contributions for the summer months between the two school years if employed in at least a .5 position in the current school year.

5.7 A unit member's domestic partner will be added to those family members who are eligible for coverage under the DEHIC Plan. The criteria for coverage will be the same as that currently under the DEHIC Plan.

ARTICLE VI – LEAVE

6.1 Sick Leave

6.1.1 Ten (10) days of sick leave shall be credited at the beginning of the school year which may be accumulated to a maximum of 170 days. Any days accumulated above 170 shall be forfeited and will not carry into the following school year.

6.1.1.1 In addition, each unit member may use up to five (5) days per school year for illness in the immediate family. Unused family illness days shall not accumulate from year to year. In the event that a family member's life threatening illness or life threatening injury exceeds the 20 school calendar days set forth at 6.2.9, infra, at the Superintendent's sole discretion, an application for the use of additional days from the unit member's accumulated sick leave may be made to allow for the use of such additional days in the event of such illness. Immediate family shall be defined as mother (step/in-law), father (step/in-law), brother (step/in-law), sister (step/in-law), child (step/grand), spouse, domestic partner (as defined in the DEHIC plan) or other family member residing in the unit member's household.

6.1.2 Additional provision to the sick leave policy in cases of single sustained illness or accident.

6.1.2.1 In order to provide a reservoir of days to cover subsequent short-term illness, the Board shall review each case. They will consider such items as the nature of the illness, the need for medical attention, and the nature and length of confinement.

6.1.2.2 If it seems warranted, the Board will:

6.1.2.2.1 Allow the unit member to use one-half of his accumulated sick leave and not be charged any additional sick leave for the remainder of that absence during the current school year.

6.1.2.2.2 The unit member shall be retained at full pay for the remainder of his illness or accident period or until the end of that school year, whichever is earlier.

6.1.2.2.3 Any longer period of payment will only take place after a second Board review, and will be solely within the discretion of the Board and not subject to arbitration.

6.1.2.2.4 The unused portion of the sick leave shall remain intact for the duration of the illness or accident and would begin to accumulate again upon the return of the unit member to service.

6.1.2.2.5 This benefit shall be limited to sixty (60) days of paid leave time during three hundred sixty-five (365) day period to commence when the first such day is used.

- 6.1.3 Notwithstanding the above, subdivision 6.1.2, et. seq., above, shall not apply to unit member requests for extended sick leave due to an elective surgery. Elective surgery shall mean a procedure performed by choice and which is not of an imminent nature. If the District and unit member disagree regarding whether or not intended surgery is elective in nature, the matter shall be submitted for a second medical opinion by a doctor mutually agreed to by the District and the Association. The cost of the second opinion shall be divided equally between the District and the unit member.
- 6.1.4 Educators will receive \$150 per quarter (defined by the Jr./Sr. High School marking periods) if they do not use any personal leave and sick leave during that quarter. Teaching Assistants and Medical Professionals will receive \$75 per quarter (defined by the Jr./Sr. High School marking periods) if they do not use any personal leave and sick leave during that quarter.
- 6.1.5 Educators with at least one hundred days of accumulated sick leave who use an average of no more than 12 sick and personal leave days during the two years immediately preceding their date of retirement from the District shall be paid \$58.00 for each day accumulated beyond seventy, up to a maximum of eighty-five (85) days. FMLA days shall be exempted from the count of days used. Monies derived from this provision shall be paid in to the employee's Section 403(b) IRC tax-sheltered annuity, in a manner consistent with law with a maximum total of \$4,930.

6.2 Personal Leave

- 6.2 Each unit member shall be entitled to 5 personal leave days without reason. Any personal leave days should not be taken the day before, or the day following a recess or holiday, except in emergency situations with reason provided and approval by the Superintendent. The unused portion of personal leave days at the end of each year shall be transferred to sick leave accumulation. Possible reasons for approved personal days include, but are not limited to, legal business, personal business, family business, emergencies, etc.
- 6.2.1 Immediate family life threatening emergency or death in family (up to twenty [20] school days per school year per occurrence). After any unit member's twenty (20) school day allotment following the occurrence referenced above has been exhausted in any school year, the unit member may use any accumulated sick leave days, subject to the approval of the Superintendent of Schools that shall not unreasonably be withheld, where there is an immediate family life threatening emergency or death. Immediate family shall be defined as mother (step/in-law), father (step/in-law), brother (step/in-law), sister (step/in-law), child (step/grand), spouse, domestic partner (as defined in the DEHIC plan) or other family member residing in the unit member's household.

6.3 Child Rearing Leave

- 6.3.1 A unit member may request and shall be granted upon the birth of a child leave without pay for child-rearing purposes for a period not to exceed two (2) years or the beginning of the semester immediately following two (2) years.
- 6.3.2 For female unit members who utilized sick leave for pregnancy disability, a leave for child-rearing purposes shall be granted upon request following the period of disability.
- 6.3.3 Such leave may be initiated prior to the onset of pregnancy disability, in which event such leave shall be without pay, and there shall be no pay for the period of pregnancy-related disability.
- 6.3.4 Unit members requesting such leave shall give at least sixty (60) days notice to the District prior to commencement of leave. The notice shall include tentative commencement and termination dates.
- 6.3.5 No unit members shall be allowed to set as a tentative or actual return date one beyond the beginning of an academic semester, without the approval of the Superintendent of Schools and acceptance of the Board of Education. The unit member shall give at least sixty (60) days notice of the actual date.
- 6.3.6 In the event that pregnancy is terminated, or the child dies during the course of leave pursuant to this section, an actual return date may be set upon the approval of the Superintendent and acceptance of the Board with less than sixty (60) days notice, or the unit member may return at the beginning of the next semester as a matter of right.
- 6.3.7 The provisions set forth above shall apply equally where a unit member desires to adopt a minor child.
- 6.3.8 A unit member may defer the time of taking a child care leave until the beginning of the school year following the birth of the child. In such a case, the unit member shall return to work following the end of pregnancy related disability.
- 6.3.9 Each unit member shall be entitled to a total of four (4) years of child-rearing leave during the time of his/her employment in the District.

ARTICLE VII – CURRICULUM DEVELOPMENT GRANTS

- 7.1 The District may expend \$30,000 during each year of this Agreement for curriculum development grants. The Board will approve the areas and the educators and teaching assistants for curriculum development grants, program-related summer study grants and

special project grants. Of the \$30,000, set aside \$10,000 for new teacher assignments assigned during the month of June, that would not meet the deadline requirements in section 7.5.

- 7.2 Grants referenced above shall be paid for at the rate of \$300.00 per day for each full day of grant work along with previously approved incidental costs. All grant proposals must include the number of days necessary and a list of incidental costs. Incidental costs will not include supplementary fees required to receive graduate credit. The rate for work requested by the District (i.e. attending CSE meetings in the summer, curriculum work requested by the District, grading of Regents Exams, etc.) shall be \$42.86 per hour.
- 7.3 No individual will receive more than two (2) consecutive grants if any other proposal is denied in the third year. Multi-year proposals are not subject to this restriction except that no individual will receive two (2) consecutive, multi-year grants. This restriction shall not apply to state mandated curriculum projects.
- 7.4 The Superintendent of Schools or his/her designee will have available a listing of previous grants. The list will include individuals involved, topics pursued and the number of days used.
- 7.5 All applications for grants shall be submitted no later than June 1st of the preceding school year. The Board shall act upon such applications by the Friday following the first Board of Education meeting in June.

ARTICLE VIII – OTHER LEAVES

- 8.1 **Professional Association** - The President of the Association and any other unit member elected to office in an affiliate of the Association shall, upon request, be granted a leave of absence without pay for a period not to exceed two (2) years. Such unit member shall be entitled to return to the same or equivalent a position which he/she left.
- 8.2 **Pro Bono Publico** - The Board may grant a leave of absence for a period not to exceed two (2) years without pay to a tenured unit member for the purpose of temporary employment in public service or in activities of social significance such as Peace Corps., Vista, Teacher Corps., and public office which will result in professional growth. Such unit member shall be entitled to return to a position in the District comparable to the one he/she held prior to going on leave.
- 8.3 **Jury Duty** - Unit members shall reimburse the District any amount of money received while serving on jury duty when such leave is with full pay. Said reimbursement to the District need not include an amount retained for actual expenses incurred in serving on the jury (i.e., meal expenses).

- 8.4 **Workers' Compensation** - Whenever a unit member shall be absent as a result of injury or disability for which the unit member is entitled to pay under Workers' Compensation Insurance, the unit member shall be paid the regular salary subject to the deduction therefrom of the amount of Workers' Compensation salary payments, which absence shall entitle the unit member to a reinstatement of sick leave days charged when paid full salary, on a pro-rated basis (proportionate to the ratio between the value of the Workers' Compensation insurer's per diem reimbursement to a paid sick leave day). The right to continuation of pay under this paragraph shall be subject to the provisions of Article 6.1.2.2.2-6.1.2.2.5.
- 8.5 **Study Leave** - Unit members shall be granted up to two (2) years leave without pay for the purpose of study related to certification and for course work leading to advanced degrees at recognized accredited universities so long as the subject matter of the degree is relevant to the teacher's position in the District.

ARTICLE IX – IN-SERVICE COURSES

- 9.1 The Board and the Association recognize the need for Educators to update their professional skills and the need for professional growth throughout one's career in education. Both parties also recognize the potential for said growth through in-service education. To facilitate this, both parties agree to create a Professional Development Plan (PDP) Committee consisting of three (3) members appointed by the Board of Education and three (3) members appointed by the President of the Association. This committee shall only be advisory to the Director of Curriculum and Instruction and Superintendent of Schools and Board of Education.
- 9.2 This Committee shall have the following objectives:
- 9.2.1 To determine those areas in which in-service courses would most benefit our staff and our District.
- 9.2.2 To investigate resources which might be utilized to provide these courses.
- 9.2.3 To present the Board and the Association with proposed in-service courses for each school year.
- 9.2.4. These proposals shall include:
- Objectives,
 - Suggested participants,
 - Time requirements,
 - Instructor(s), and
 - Estimated Cost.

9.3 Unit members mandated by the District to attend in-service courses shall be paid as specified below at their option:

9.3.1 One graduate credit monetary equivalent \$60.00 per annum for each twelve (12) hours of in-service instruction.

9.3.2 \$15.00 per hour of in-service instruction.

Unit members who receive prior approval for attendance from the Superintendent in non-mandated in-service courses shall receive one graduate credit per twelve (12) hours of in-service instruction.

9.4 Attendance may be mandated for non-tenured teachers at in-service courses which shall be based upon a reference from the Superintendent of Schools and may involve in-school or out-of-school attendance on Mondays through Fridays. The District may mandate in-service coursework during the normal workday without extra pay or credit accrual so long as the time of attendance does not exceed the length of a workday. Such attendance shall not be required after-school hours on a day preceding a vacation period.

9.5 Teachers used as instructors for in-service courses will be paid \$35.00 per clock hour of instruction and \$16.00 per hour of preparation needed to instruct said course. The payment ratio will be two (2) hours of preparation to one (1) hour of instruction. Once a course is prepared, subsequent teaching of that course is not entitled to preparation payment.

9.6 Whenever hourly pay is received for mandated in-service coursework, the unit member shall not be entitled to graduated credit accrual attributable to such coursework.

ARTICLE X – EVALUATION

10.1 [The provisions of this Article shall not apply to classroom teachers who are subject to evaluation pursuant to Section 3012-d of the Education Law and Parts 30-2 and 30-3 of the Regents Rules.]

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

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

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

10.4.1 To know what is expected of them.

- 10.4.2 How they are doing with those expectations.
- 10.4.3 Constructive suggestions on ways they can better meet the expectations.
- 10.4.4 On-going assistance to teachers experiencing difficulty in meeting the expectations.
- 10.4.5 Being informed of the consequences if they do not satisfactorily overcome the difficulties.
- 10.4.6 Time to correct problem which they may be having in meeting the expectations.
- 10.4.7 Non-tenured teachers will be notified, in writing, of a Superintendent's negative tenure recommendation no later than May 1st for each teacher appointed to probation in September. In all other cases, such notice shall be given at least three (3) months prior to the end of the probationary term.

ARTICLE XI – PROMOTIONS AND TRANSFERS

- 11.1 Whenever any vacancy shall occur in the Association, the District shall publicize the same by providing for appropriate posting in the Main Office and on the faculty bulletin boards in each school or annex. Any such vacancy occurring during the summer months shall be so posted, and notice given to all unit members through district email.
- 11.2 When an involuntary transfer or the excessing of a unit member seems to be necessary, the District will inform the person(s) who would be affected and the Association president as soon as possible of the action(s) being considered.
 - 11.2.1 The Association may, within five (5) working days, provide the Board with alternative actions to remedy the situations necessitating the proposed actions.
 - 11.2.2 The Board or its designees, will inform the affected person(s) of their decision, including a written explanation if requested.
 - 11.2.3 If a situation occurs which precludes the five (5) day period stipulated in 11.2.1, a conference with the person(s) involved, a Association representative if requested, and a Board representative will satisfy the intent of sections 11.2.1 and 11.2.2.
 - 11.2.4 The decision of the Board to transfer, abolish a position, or make excessing determinations shall not be subject to the grievance procedure.

- 11.3 Unit members shall receive a tentative notice of their next year's assignment including room assignment(s) of elementary school teachers on or before June 15th. This provision shall not be subject to arbitration pursuant to Article 18.1-18.7 of this Agreement.
- 11.4 All notices of vacancies of unit positions shall be distributed through the District's electronic communication system and flag the communication with the phrase "Internal Posting" and use the ! red flag feature.

ARTICLE XII – ABSENCE PROCEDURE

- 12.1 The Chief School Administrator shall maintain an adequate list of substitute teachers insofar as is feasible. Unit members shall utilize the Aesop system at least one hour and fifteen minutes before the beginning of the workday at their building or the preceding evening to report unavailability for work. Once a unit member has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. Any unit member, including specialists, who is asked to assume the duties of an absent teacher will do so, and in such cases will receive additional pay for said additional duties at the rate of \$35.00 per period or any major fraction thereof (30 minutes), effective upon ratification of this contract.

ARTICLE XIII – EDUCATIONAL PRACTICES: TEXTBOOKS

- 13.1 Curricular practice shall be determined as follows: Junior and Senior High School - A committee elected by each department shall develop recommendations for the curriculum of the department. Each teacher shall participate in evaluating the curriculum he/she teaches.
- 13.2 Articulation of the curriculum among the Junior and Senior High Schools shall be the responsibility of the principals and director of curriculum and instruction. Articulation in program and practice among the elementary school(s) shall be the responsibility of the Elementary Principals and Director of Curriculum and Instruction.

ARTICLE XIV – LESSON PLANS

- 14.1 Each non-tenured teacher or teacher on a TIP shall develop such lesson plans as are determined by the Principal to be adequate for use in fulfilling the objectives of the subject area which is their responsibility.
- 14.2 Lesson plans of each non-tenured teacher or teacher on a TIP shall be submitted for inspection by the teacher's immediate supervisor every two (2) weeks to cover a two-week period. The purpose of any such inspection shall be to evaluate teacher planning and to observe adherence to course curricula.

ARTICLE XV – PROFESSIONAL LIBRARY

- 15.1 The Board shall continue to support and maintain a professional library located in a convenient place in the Jr./Sr. High School building to be used by the professional staff as a resource center to improve the quality of the teaching program. Requests for books or other professional materials shall be made to and by the school librarian who will order those materials likely to prove most valuable and have the greatest use.

ARTICLE XVI – TAX SHELTERED ANNUITY AND OTHER DEDUCTIONS

- 16.1 The Board shall enter into a written agreement with any unit member to reduce the annual salary of such employee for the purpose of purchasing an annuity for such employee or to make payroll savings, credit union, United Way transfers, or Vote/Cope payroll deduction if the District's payroll program has the capacity to include this deduction. Any such agreement shall be terminated through mutual consent only. Deposits for tax sheltered annuities (TSA's) or with clearinghouses for TSA's shall be made promptly and in compliance with contractual requirements.
- 16.2 The District shall make payroll deductions for bargaining unit members who wish to participate in the NYSUT Benefit Trust Program (single check to the benefit).
- 16.3 Employer non-elective TSA Contribution- Refer to Supplemental Memorandum of Agreement attached hereto as Appendix G.

ARTICLE XVII – SALARY AND ECONOMIC CONDITIONS

17.1 Salary

- 17.1.1 Each step on the Teachers' salary schedule shall be increased by 2% effective July 1, 2023, by 2% effective July 1, 2024 and by 2% effective July 1, 2025.
- 17.1.2 Each step on the Teaching Assistants' salary schedule shall be increased by 2% effective July 1, 2023, by 2% effective July 1, 2024, and by 2% effective July 1, 2025.
- 17.1.3 Effective July 1, 2023, each step on the combined Nurse/Athletic Trainer salary schedule shall be increased by 2% effective July 1, 2023, by 2% effective July 1, 2024, and by 2% effective July 1, 2025. Effective July 1, 2023, July 1, 2024 and July 1, 2025, the Registered Nurse stipend shall be \$500.

17.2 Longevity

Effective commencing with the 2023-24 school year, the following longevity schedule will apply to Registered Nurses:

<u>Years of Service</u>	<u>Amount</u>
At the start of 3 years of service	+\$2,000;
At the start of 6 years of service	+\$2,000; and
At the start of 9 years of service	+\$2,000.

17.3 The salary schedules for the years of this Agreement shall be annexed to the Agreement as follows:

Appendix "A" -	2023-2024
Appendix "B" -	2024-2025
Appendix "C" -	2025-2026

17.4 Step Advancement

All unit members eligible to advance a step shall do so each year of this agreement on July 1, 2023, July 1, 2024 and July 1, 2025.

17.5 Credits

17.5.1 Effective July 1, 2023 graduate courses shall be compensable at the rate of \$60.00 per credit in blocks of three (3) credits. The credit rate for Teaching Assistants' and Medical Professionals shall be increased to \$50.00 per credit, in blocks of three (3) credits, effective July 1, 2023. The following conditions shall apply:

17.5.2 Unless the educator were taking undergraduate credits as a result of the District's request/requirement, undergraduate credits would be granted at the sole discretion of the Superintendent. Denial would be non-grievable and non-arbitrable.

17.5.3 No prior approval shall be required for any graduate level work required to complete a degree program leading to permanent certification.

17.5.4 No prior approval shall be required for graduate level work in the educator's tenure area, barring redundancy, and in an area directly related to his/her teaching assignment(s).

17.5.5 Educator's wishing to pursue graduate studies in areas not outlined in 17.5.3 and 17.5.4 above would need prior approval from the Superintendent. Denial would be non-grievable and non-arbitrable.

- 17.5.6 In order for undergraduate and graduate credits to be compensable, a unit member must earn a grade of no lower than C (2.0).
- 17.6 Salary adjustment for credits or degrees will be made as follows: Credits submitted with required documentation and approved by September 15th will be applied on the October 15th payroll, with pay retroactive to the beginning of the school year. Credits submitted with required documentation and approved by February 15th will be applied on the March 15th payroll, with pay retroactive to February 1st.
- 17.7 Unit members will be paid on a twice monthly basis, on the 15th and the 30th of each month. During the month of February, the second payday will be the last workday in February. Anytime the 15th or 30th falls on a Saturday or Sunday, payday will be the preceding Friday. If the 15th or 30th is a school holiday, then payday will be the preceding workday. The last paycheck in June for Teachers and Teaching Assistants will be issued after they have checked out on the last school workday in June.
- 17.8 Paychecks will be issued via direct deposit and an electronic copy of the pay stub shall be made available to each unit member. Employees shall have pay distributed in either of the following ways:
- 17.8.1 Ten-month basis: Pay shall be divided into twenty (20) equal payments and issued as above. Last check in tenth month is a regular payment.
- 17.8.2 Twelve-month basis: Pay shall be divided into twenty-four (24) equal payments and issued as prescribed above. Last check in tenth month shall include all remaining salary and be provided in a twenty-first (21) check.
- 17.8.3 Teaching assistants who serve as a substitute teacher for less than three hours shall receive a fifty (\$50.00) dollar stipend; over three hours an eighty (\$80.00) dollar stipend, effective upon ratification. This stipend will be in addition to their regular compensation.

17.9 Retirement Incentive

- 17.9.1 Unit members shall be eligible to receive the incentive referenced in clause 17.9.2 below during the school year in which such members are first eligible to receive retirement payments from the NYSTRS having at least twenty (20) years of credited service in the NYSTRS as well as fifteen (15) years of service in this School District, provided that a written letter of retirement, to be effective between June 30th and August 31st of such first year of eligibility, is submitted to the Business Office of the District on or before February 1st of that year.

17.9.2 The educator retirement incentive shall be a payment of \$29,000 in the 2023-2024 school year, \$29,500 in the 2024-2025 school year, \$30,000 in the 2025-2026 school year or 1/2 of the payment as referenced in Article 5.2.3.2 payable between June 30th and November 15th of the year of retirement as a non-elective, direct employer contribution into the retiring teacher's qualified §403(b) I.R.C. tax sheltered annuity account. Such payment shall be made consistent with the requirements of §415 I.R.C.

The retirement incentive for a teaching assistant and medical professional shall be a payment of 22% of final salary payable between June 30th and November 15th of the year of retirement as a non-elective, direct employer contribution into the retiring member's qualified §403(b) I.R.C. tax sheltered annuity account. Such payment shall be made consistent with the requirements of §415 I.R.C.

17.10 The agricultural teacher, shall receive an additional 10% pay for services performed during either July or August each year. In addition, such teacher shall act as the advisor to the Future Farmers of America.

17.11 Guidance counselors who work for a month during the summertime shall be paid a 10% of base salary differential (pro-rated where applicable). Guidance counselors will be paid a 10% of base salary differential for daily work hours which precede and follow the regular teacher work day throughout the school year. Guidance counselors shall be placed on a step of the teacher's salary schedule based upon degree status and credits.

17.12 The Association's extra and co-curricular activities pay schedule for previously compensable positions and those to become compensable are annexed hereto as Appendix "D" and "E".

17.12.1 A 2% increase shall apply to coaching stipends on July 1, 2023, July 1, 2024 and July 2025. (Unified Basketball shall be increased to the same stipend as Basketball Assistant Coach and requiring same qualifications)

17.13 Unit members required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of the rate determined by the IRS for deductions. The same allowance shall be given for use of personal cars for field trips or other business of the District, if authorized.

17.14 Notice of retirement- Employees intending to retire must provide the District with written notice of their retirement six months in advance of their retirement date.

- 17.15 Unit members who work past their contractual work day shall be paid \$30.00. This shall include, but is not limited to, afterschool study hall and afterschool detention. If the time significantly differs from the examples, a mutually agreed upon amount will be determined.
- 17.16 Overnight chaperones shall be paid \$75 per night. The District is not responsible to fund chaperones for extracurricular events.
- 17.17 Unit members that provide Home Instruction shall be paid at a rate of \$43.94 per hour.

ARTICLE XVIII – GRIEVANCE PROCEDURE

GENERAL PROVISIONS

- 18.1 A grievance is a claim by any employee, group of employees, or PPFE, Inc., that there has been or is a violation or deprivation of a term and/or condition of employment under this contract.
- 18.2 All grievances shall include the name and position of the aggrieved party, the time and place of the grievance, the specific article(s) and paragraph(s) of the Agreement allegedly violated, a general statement of the nature of the grievance and the redress sought.
- 18.3 A grievance shall be deemed waived unless it is submitted in writing within 30 school days after the aggrieved party knew or should have known of the events or conditions on which it is based. During the summer recess, work days shall be considered as school days.
- 18.3.1 Continuing alleged violations may be grieved at any time, provided, that any redress may not be retroactive prior to the date the grievance was filed.
- 18.4 The District and the Association will facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the grievance.
- 18.5 The grievant shall have the right of representation at all stages of the grievance procedure and, when hearings are convened, to confront and cross-examine all witnesses called against him or her, as well as to testify and call witnesses on his or her own behalf.
- 18.6 In any grievance brought by an employee or group of employees, PPFE, Inc. shall be notified of all hearing dates, given copies of all exhibits and decisions and have the opportunity to cross-examine all witnesses.

- 18.7 No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by the District or by any member of the administration against the Association or any other participant in the grievance procedure.
- 18.8 Failure by the District to hold a hearing or submit decisions within the time limits set forth herein, shall be construed as a denial of the grievance and the grievance may be appealed to the next stage.
- 18.9 Grievances shall be submitted at the lowest possible stage where relief may be granted.
- 18.10 There shall be no presentation of grievances during work hours unless mutually agreed upon.

PROCEDURES

- 18.11 Stage I - The grievance shall be presented in writing to the appropriate building principal who shall have the option to hold a hearing within ten (10) school days of the submission of the grievance and render a written decision within ten (10) school days thereafter.
- 18.12 Stage II - Within ten (10) school days of the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent. The Superintendent shall have the option to hold a hearing within ten school days of the submission of the appeal and render a written decision within ten (10) school days thereafter.
- 18.13 Stage III - Within ten school days of the disposition of the grievance at Stage II, the Association may request the Board to schedule a hearing with respect to the grievance or may file with the Clerk of the Board a Demand for Arbitration. If the Board agrees to hold a hearing, the hearing, before the Board or a committee thereof, shall be held within ten (10) school days of the submission of the request therefor. The written decision of the Board shall be rendered within ten (10) school days of the hearing. In the event the decision of the Board does not resolve the grievance or if the Board declines to schedule the hearing, the Association may demand arbitration of the grievance by filing a Demand for Arbitration with the Clerk of the Board within ten (10) school days of the date of the Board's decision or the date when the Board declined to schedule a hearing.

ARBITRATION

- 18.14 Following the submission of the Demand for Arbitration to the Clerk of the Board, the PPF, Inc., shall file the demand for one of the following named arbitrators in order of first availability:

Jeffrey Selchick
Ira Lobel

Bonnie Siber Weinstock
Howard Edelman.

- 18.15 All demands for arbitration and all arbitrations shall be processed pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association.
- 18.16 The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violation of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.
- 18.17 The cost of the services of the arbitrator will be divided equally between the Board and the Association.
- 18.18 The decision of the arbitrator shall be final and binding on the parties.
- 18.19 Either party may, with the consent of the other party, request the expedited Labor Arbitration Tribunal.
- 18.20 When an individual is pursuing a grievance that is referable to an outside agency, pursuit of said grievance via the contractual procedure shall be deemed an individual waiver of the right to commence an agency or court proceeding based upon the subject matter of the grievance.

ARTICLE XIX – MAINTENANCE OF STANDARDS

- 19.1 Existing 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.
 - 19.1.1 For the purposes of arbitral review, terms and conditions of employment shall be considered those recognized by the Court of Appeals or PERB. Where no such ruling has been made, reference to the United States Supreme Court and NLRB decision shall be made. The arbitrator shall be without power to find subjects to be terms and conditions of employment where precedent referred to above is to the contrary.
- 19.2 Any arrangement, individual or otherwise, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement. If an individual arrangement, agreement, or contract contains language inconsistent with this Agreement, this Agreement during its duration shall be controlling. In the event that unit work must be performed by non-unit members, the District shall be free to negotiate such terms as shall be necessary to provide programs or services.

- 19.3 If any provision of this Agreement or any application of the Agreement to any unit member or group of unit members should be found to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE XX – CLASS SIZE

- 20.1 It is the desire of the Board of Education and the Union to maintain class sizes which insure the best quality of education within the constraints of economic resources and facilities available within the District.
- 20.2 The following class sizes represent desired ranges which the District will attempt to maintain:
- | | |
|----------------------|-------|
| ELEMENTARY: | |
| Kindergarten, first | 20-25 |
| Second through fifth | 23-28 |
| SECONDARY: | |
| | 23-28 |
- 20.3 Special consideration will be applied in regards to the needs of special education students when determining class sizes.
- 20.4 Class size in specialized, laboratory, experimental team-teaching or other non-traditional settings will be considered according to the needs of specific situations.
- 20.5 Should a class size exceed the above goals on October 1 or February 1 of any year, the Union may suggest ways in which the District can rectify the situation.
- 20.6 The Superintendent or his/her designee will inform the teacher(s) affected of his/her decision with regards to the suggestion.
- 20.7 The decision of the Board in Section 20.6 shall not be subject to the grievance procedure.

ARTICLE XXI – TEACHING ASSISTANTS

- 21.1 The Teaching Assistant work day shall be seven (7) hours with one-half hour for lunch.
- 21.2 The span of seven (7) hours per work day is up to the discretion of the building principal, but in no case will it start earlier than 8:15 a.m. in the Elementary School nor earlier than 7:00 a.m. in the secondary school.
- 21.3 At the District's discretion, the teaching assistants' work day shall correspond in length to the teachers' work day.
- 21.4 Work year shall be the same as educators.
- 21.5 Pay is based on 184 days.
- 21.6 Extension of work day and/or year:
 - 21.6.1 Teaching Assistants shall be required to attend open house and parent teacher conferences. When Teaching Assistants work in more than one school building, the building principals will coordinate to determine which events they attend.
 - 21.6.2 Each day worked beyond the number of days school is in session during any school year will be compensated at a rate of 1/184 of the employee's annual salary.
- 21.7 Teaching assistants will be eligible for curriculum grants as per Article 7.
- 21.8 Teaching assistants will be eligible to participate in the Welfare Trust.
- 21.9 Teaching assistants' sick days will accumulate to 170 days.
- 21.10 Teaching assistants shall be eligible for in-service course work and credit pursuant to 9.3.2. of this Agreement.
- 21.11 The District will provide each teaching assistant with a current job description for their position.
- 21.12 Previous seniority earned on a 10/12 basis will be counted as one year, as with teachers.
- 21.13 Salary Schedule
 - 21.13.1 The Teaching Assistants' salary schedule shall be amended as referenced in Article 17.1.2 above.

ARTICLE XXII – REGISTERED NURSES

- 22.1 The regular work day for the Registered Nurses shall be seven (7) hours, inclusive of a thirty (30) minute lunch period. In the event that duties require work during the lunch period, lunch time shall be adjusted to a time later in the work day.
- 22.2 The work year shall be based upon a minimum of 184 days, including such days as may be necessary in the late summer for health screening and examinations, as determined by the Superintendent of Schools. Nurses will work seven (7) hours in the summer gratis in lieu of attending parent teacher conferences. Nurse will attend open house events. Any additional hours worked in the summer, exceeding seven (7) referenced above, will be compensated at an hourly rate in proportion to the unit member's salary.
- 22.3 The Registered Nurses shall be evaluated at least annually by a duly certified administrator.
- 22.4 Article VIII – Disciplinary Arbitration (2) and XX (3) of the PPSRP Agreement shall apply to the Registered Nurses upon accretion into the PPFTE Teachers Bargaining Unit.

ARTICLE XXIII – LEGISLATIVE ACTION

- 23.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIV – DURATION CLAUSE

- 24.1 This Agreement shall become effective as of July 1, 2023 and continue in effect through June 30, 2026. The Union 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 upon. In the event that either party wishes to amend this Agreement, all negotiations proposals will be submitted no earlier than December 1, 2025 and no later than March 1, 2026. If neither party desires to amend this Agreement it shall continue in effect from year-to-year thereafter subject to notice upon the calendar dates referenced above.
- 24.2 This Agreement and the terms, conditions and covenants contained herein shall not be altered, changed or modified except by an agreement in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in the manner following:

PINE PLAINS CENTRAL SCHOOL DISTRICT

BY: *Bill Timm*

PINE PLAINS FEDERATION OF EDUCATORS, INC.

BY: *Michelle J*

DATE: *1/3/2024*

BOARD OF EDUCATION
APPROVED
DATE: *1/3/2024*

APPENDIX A

2023-2024 SALARY SCHEDULE

	BA	BA +15	BA +30	BA +45	BA +60					NURSE/ TRAINER
				MA	MA +15	MA +30	MA +45	MA +60		
STEP	A	B	C	D	E	F	G	H	T	N
1	61,278	62,486	63,698	64,909	66,120	67,330	68,542	69,755	30,645	45,968
2	63,121	64,331	65,543	66,753	67,964	69,174	70,386	71,597	31,355	47,031
3	65,822	67,030	68,242	69,452	70,665	71,874	73,086	74,296	31,936	47,903
4	67,712	68,921	70,132	71,343	72,555	73,765	74,975	76,187	32,449	48,674
5	69,620	70,830	72,042	73,251	74,463	75,673	76,885	78,095	33,015	49,524
6	71,559	72,771	73,983	75,192	76,405	77,617	78,827	80,036	33,534	50,299
7	73,451	74,664	75,874	77,085	78,296	79,508	80,718	81,930	34,114	51,170
8	75,378	76,590	77,801	79,011	80,221	81,433	82,644	83,854	34,677	52,017
9	77,255	78,468	79,677	80,889	82,098	83,310	84,520	85,731	35,210	52,815
10	79,458	80,672	81,882	83,092	84,302	85,514	86,724	87,935	35,775	53,664
11	81,839	83,048	84,261	85,471	86,682	87,891	89,103	90,314	36,322	54,484
12	83,747	84,959	86,169	87,379	88,592	89,802	91,014	92,221	37,644	56,467
13	85,673	86,883	88,093	89,305	90,516	91,727	92,937	94,148	38,270	57,407
14	87,564	88,774	89,985	91,196	92,408	93,618	94,829	96,039	39,976	59,964
15	89,489	90,700	91,911	93,122	94,334	95,543	96,754	97,965	39,976	59,964
16	91,397	92,609	93,818	95,029	96,240	97,453	98,663	99,875	39,976	59,964
17	93,340	94,552	95,762	96,972	98,185	99,395	100,606	101,815	41,152	61,728
18	95,231	96,443	97,654	98,864	100,075	101,286	102,498	103,707	41,152	61,728
19	97,157	98,366	99,578	100,788	102,000	103,211	104,423	105,632	41,152	61,728
20	102,030	103,243	104,453	105,665	106,875	108,086	109,297	110,508	42,716	64,072
21	102,030	103,243	104,453	105,665	106,875	108,086	109,297	110,508	42,716	64,072
22	102,030	103,243	104,453	105,665	106,875	108,086	109,297	110,508	42,716	64,072
23	109,723	110,935	112,146	113,357	114,567	115,779	116,990	118,201	42,878	64,317
24	109,723	110,935	112,146	113,357	114,567	115,779	116,990	118,201	42,878	64,317
25	109,723	110,935	112,146	113,357	114,567	115,779	116,990	118,201	42,878	64,317
26	118,718	119,930	121,139	122,351	123,561	124,772	125,981	127,194	43,041	64,561
27	118,718	119,930	121,139	122,351	123,561	124,772	125,981	127,194	43,041	64,561
28	120,784	121,996	123,207	124,418	125,626	126,839	128,049	129,261	43,205	64,808

NOTE: COLUMNS "E" AND "G" CLOSED TO NEW ENTRANTS

APPENDIX B

2024-2025 SALARY SCHEDULE

				BA +45	BA +60					NURSE/ TRAINER
	BA	BA +15	BA +30	MA	MA +15	MA +30	MA +45	MA +60		
STEP	A	B	C	D	E	F	G	H	T	N
1	62,504	63,736	64,972	66,207	67,442	68,677	69,913	71,150	31,258	46,887
2	64,383	65,618	66,854	68,088	69,323	70,557	71,794	73,029	31,982	47,972
3	67,138	68,371	69,607	70,841	72,078	73,311	74,548	75,782	32,575	48,861
4	69,066	70,299	71,535	72,770	74,006	75,240	76,475	77,711	33,098	49,647
5	71,012	72,247	73,483	74,716	75,952	77,186	78,423	79,657	33,675	50,514
6	72,990	74,226	75,463	76,696	77,933	79,169	80,404	81,637	34,205	51,305
7	74,920	76,157	77,391	78,627	79,862	81,098	82,332	83,569	34,796	52,193
8	76,886	78,122	79,357	80,591	81,825	83,062	84,297	85,531	35,371	53,057
9	78,800	80,037	81,271	82,507	83,740	84,976	86,210	87,446	35,914	53,871
10	81,047	82,285	83,520	84,754	85,988	87,224	88,458	89,694	36,491	54,737
11	83,476	84,709	85,946	87,180	88,416	89,649	90,885	92,120	37,048	55,574
12	85,422	86,658	87,892	89,127	90,364	91,598	92,834	94,065	38,397	57,596
13	87,386	88,621	89,855	91,091	92,326	93,562	94,796	96,031	39,035	58,555
14	89,315	90,549	91,785	93,020	94,256	95,490	96,726	97,960	40,776	61,163
15	91,279	92,514	93,749	94,984	96,221	97,454	98,689	99,924	40,776	61,163
16	93,225	94,461	95,694	96,930	98,165	99,402	100,636	101,873	40,776	61,163
17	95,207	96,443	97,677	98,911	100,149	101,383	102,618	103,851	41,975	62,963
18	97,136	98,372	99,607	100,841	102,077	103,312	104,548	105,781	41,975	62,963
19	99,100	100,333	101,570	102,804	104,040	105,275	106,511	107,745	41,975	62,963
20	104,071	105,308	106,542	107,778	109,013	110,248	111,483	112,718	43,570	65,353
21	104,071	105,308	106,542	107,778	109,013	110,248	111,483	112,718	43,570	65,353
22	104,071	105,308	106,542	107,778	109,013	110,248	111,483	112,718	43,570	65,353
23	111,917	113,154	114,389	115,624	116,858	118,095	119,330	120,565	43,736	65,603
24	111,917	113,154	114,389	115,624	116,858	118,095	119,330	120,565	43,736	65,603
25	111,917	113,154	114,389	115,624	116,858	118,095	119,330	120,565	43,736	65,603
26	121,092	122,329	123,562	124,798	126,032	127,267	128,501	129,738	43,902	65,852
27	121,092	122,329	123,562	124,798	126,032	127,267	128,501	129,738	43,902	65,852
28	123,200	124,436	125,671	126,906	128,139	129,376	130,610	131,846	44,069	66,104

NOTE: COLUMNS "E" AND "G" CLOSED TO NEW ENTRANTS

APPENDIX C

2025-2026 SALARY SCHEDULE

	BA	BA +15	BA +30	BA +45	BA +60					NURSE/ TRAINER
STEP	A	B	C	D	E	F	G	H	T	N
1	63,754	65,011	66,271	67,531	68,791	70,051	71,311	72,573	31,883	47,825
2	65,671	66,930	68,191	69,450	70,709	71,968	73,230	74,490	32,622	48,931
3	68,481	69,738	70,999	72,258	73,520	74,777	76,039	77,298	33,227	49,838
4	70,447	71,705	72,966	74,225	75,486	76,745	78,005	79,265	33,760	50,640
5	72,432	73,692	74,953	76,210	77,471	78,730	79,991	81,250	34,349	51,524
6	74,450	75,711	76,972	78,230	79,492	80,752	82,012	83,270	34,889	52,331
7	76,418	77,680	78,939	80,200	81,459	82,720	83,979	85,240	35,492	53,237
8	78,424	79,684	80,944	82,203	83,462	84,723	85,983	87,242	36,078	54,118
9	80,376	81,638	82,896	84,157	85,415	86,676	87,934	89,195	36,632	54,948
10	82,668	83,931	85,190	86,449	87,708	88,968	90,227	91,488	37,221	55,832
11	85,146	86,403	87,665	88,924	90,184	91,442	92,703	93,962	37,789	56,685
12	87,130	88,391	89,650	90,910	92,171	93,430	94,691	95,946	39,165	58,748
13	89,134	90,393	91,652	92,913	94,173	95,433	96,692	97,952	39,816	59,726
14	91,101	92,360	93,621	94,880	96,141	97,400	98,661	99,919	41,592	62,386
15	93,105	94,364	95,624	96,884	98,145	99,403	100,663	101,922	41,592	62,386
16	95,090	96,350	97,608	98,869	100,128	101,390	102,649	103,910	41,592	62,386
17	97,111	98,372	99,631	100,889	102,152	103,411	104,670	105,928	42,815	64,222
18	99,079	100,339	101,599	102,858	104,119	105,378	106,639	107,897	42,815	64,222
19	101,082	102,340	103,601	104,860	106,121	107,381	108,641	109,900	42,815	64,222
20	106,152	107,414	108,673	109,934	111,193	112,453	113,713	114,972	44,441	66,660
21	106,152	107,414	108,673	109,934	111,193	112,453	113,713	114,972	44,441	66,660
22	106,152	107,414	108,673	109,934	111,193	112,453	113,713	114,972	44,441	66,660
23	114,155	115,417	116,677	117,936	119,195	120,457	121,717	122,976	44,611	66,915
24	114,155	115,417	116,677	117,936	119,195	120,457	121,717	122,976	44,611	66,915
25	114,155	115,417	116,677	117,936	119,195	120,457	121,717	122,976	44,611	66,915
26	123,514	124,776	126,033	127,294	128,553	129,812	131,071	132,333	44,780	67,169
27	123,514	124,776	126,033	127,294	128,553	129,812	131,071	132,333	44,780	67,169
28	125,664	126,925	128,184	129,444	130,702	131,964	133,222	134,483	44,950	67,426

NOTE: COLUMNS "E" AND "G" CLOSED TO NEW ENTRANTS

APPENDIX D
Coaching Stipends

Athletic Coaches, Effective July 1, 2023

	2023-24	2024-25	2025-26
Head Cross Country Coach	\$ 4,451.39	\$ 4,540.42	\$ 4,631.23
Asst. Cross Country Coach	\$ 3,780.06	\$ 3,855.66	\$ 3,932.77
Head Field Hockey Coach	\$ 4,892.64	\$ 4,990.50	\$ 5,090.31
Asst. Field Hockey Coach	\$ 3,780.06	\$ 3,855.66	\$ 3,932.77
Head Football Coach	\$ 5,137.43	\$ 5,240.18	\$ 5,344.99
Asst. Football Coach	\$ 3,780.06	\$ 3,855.66	\$ 3,932.77
Head Soccer Coach	\$ 4,892.64	\$ 4,990.50	\$ 5,090.31
Asst. Soccer Coach	\$ 3,780.06	\$ 3,855.66	\$ 3,932.77
Head Golf Coach	\$ 4,892.64	\$ 4,990.50	\$ 5,090.31
Head Volleyball Coach	\$ 4,892.64	\$ 4,990.50	\$ 5,090.31
Asst. Volleyball Coach	\$ 3,780.06	\$ 3,855.66	\$ 3,932.77
Cheerleading Coach	\$ 1,798.63	\$ 1,834.60	\$ 1,871.29
Head Basketball Coach	\$ 5,137.43	\$ 5,240.18	\$ 5,344.99
Asst. Basketball Coach	\$ 3,780.06	\$ 3,855.66	\$ 3,932.77
Asst. Basketball Coach (Unified)	\$ 3,780.06	\$ 3,855.66	\$ 3,932.77
Head Track Coach	\$ 4,892.64	\$ 4,990.50	\$ 5,090.31
Asst. Track Coach	\$ 3,780.06	\$ 3,855.66	\$ 3,932.77
Head Baseball Coach	\$ 4,892.64	\$ 4,990.50	\$ 5,090.31
Asst. Baseball Coach	\$ 3,780.06	\$ 3,855.66	\$ 3,932.77
Head Softball Coach	\$ 4,892.64	\$ 4,990.50	\$ 5,090.31
Asst. Softball Coach	\$ 3,780.06	\$ 3,855.66	\$ 3,932.77
Head Tennis Coach	\$ 4,451.39	\$ 4,540.42	\$ 4,631.23
Asst. Tennis Coach	\$ 3,783.12	\$ 3,858.78	\$ 3,935.96

APPENDIX E

Extra Pay Schedule – Advisor Stipends

Tier I: Activities: Clubs that provide students the opportunity to play, learn or share a similar interest in a group setting. Clubs in level one will be expected to meet for a minimum of 25 hours per year. The 25 hours shall include time spent preparing for events outside of the actual meeting.

Tier II: Service or Pre-Competition: Clubs that provide service to the community at large or create activities for the school community. This level is also for new clubs that are looking to become competitive with growth and experience. Clubs in level two should meet for a minimum of 50 hours per year. The 50 hours shall include time spent preparing for events outside of actual meeting time.

Tier III: Competition or Production: Clubs that travel, compete, and require practice much like a sports team. This level is also for clubs that create a product for the school. Clubs in level three should meet for a minimum of 100 hours per year. These 100 hours shall include time spent preparing for events outside of actual meeting time.

Note: all clubs and advisorships shall be reviewed and audited each year by the building principal to determine continuation into the following year.

Procedure for Initiating a New Club:

All new clubs must be approved by the Board of Education.

Submit the following information to your building principal.

1. State the name of your club and the level under which it will exist.
2. Provide a proposal for your club that includes:
 - a. Description of the overall scope and purpose of your club
 - b. Proposed meeting schedule including:
 - i. Frequency and duration of meeting times
 - ii. Any events your club would create or take part in
 - c. A rationale for the choice of level designation
 - d. Provide a roster of students interested in participating in your club.
3. Proposed future new activities shall be submitted for approval by April 1st for incorporation in the posting for the Fall of the following school year. Activities that are proposed to begin in the second semester of the current school year shall be submitted for approval by November 1st.

APPENDIX E

Tier	Extra-Curricular	Stipend	Building
Ag / Drama	Ag Day Advisor	\$2,000.00	Stissing
Ag / Drama	Auditorium and Stage Technical Director	\$2,000.00	Stissing
Ag / Drama	FFA Advisor	\$5,000.00	Stissing
Ag / Drama	Music and Vocal Director	\$3,500.00	Stissing
Ag / Drama	Theater Director - Spring	\$6,500.00	Stissing
Ag / Drama	Theater Director - Fall	\$6,500.00	Stissing
Class Advisors	Class Advisor - Grade 6	\$1,300.00	Stissing
Class Advisors	Class Advisor - Grade 7	\$1,300.00	Stissing
Class Advisors	Class Advisor - Grade 8	\$1,300.00	Stissing
Class Advisors	Class Advisor - Grade 9	\$1,300.00	Stissing
Class Advisors	Class Advisor - Grade 10	\$1,300.00	Stissing
Class Advisors	Class Advisor - Grade 11	\$3,500.00	Stissing
Class Advisors	Class Advisor - Grade 12	\$3,500.00	Stissing
Tier 1	Ag Day Exhibits Coordinator	\$1,000.00	Stissing
Tier 1	Art Show Exhibits Coordinator	\$1,000.00	Stissing
Tier 1	Arts in Education Coordinator	\$1,000.00	Stissing
Tier 1	Awards Program Coordinator	\$1,000.00	Stissing
Tier 1	Board Games (CS)	\$1,000.00	Cold Spring
Tier 1	Board Games (SS)	\$1,000.00	Seymour Smith
Tier 1	DCMEA / NYSSMA Elementary	\$1,000.00	Seymour Smith
Tier 1	DCMEA / NYSSMA Secondary	\$1,000.00	Stissing
Tier 1	Digital Photography Club	\$1,000.00	Stissing
Tier 1	Fiber Arts	\$1,000.00	Seymour Smith
Tier 1	First Responders Club	\$1,000.00	Stissing
Tier 1	Lego Club (CS)	\$1,000.00	Cold Spring
Tier 1	Math Club (SS)	\$1,000.00	Seymour Smith
Tier 1	Mathematics Honor Society	\$1,000.00	Stissing
Tier 1	Mindfulness Club (SS)	\$1,000.00	Seymour Smith
Tier 1	Mindfulness Club Advisor	\$1,000.00	Stissing
Tier 1	Newspaper Advisor (SS)	\$1,000.00	Seymour Smith
Tier 1	Nurture Nature Club (CS)	\$1,000.00	Cold Spring
Tier 1	Sci Fi Club Advisor	\$1,000.00	Stissing
Tier 1	Science Club - (CS)	\$1,000.00	Cold Spring
Tier 1	Twirling Club Advisor (HS)	\$1,000.00	Stissing
Tier 2	Curiosity Club / Robotics (SS)	\$2,000.00	Seymour Smith
Tier 2	Intramural Program (Jr HS)	\$2,000.00	Stissing
Tier 2	Intramural Program (SS)	\$2,000.00	Seymour Smith
Tier 2	Junior 1 st LEGO League Coach (CS)	\$2,000.00	Cold Spring
Tier 2	Key Club Advisor	\$2,000.00	Stissing
Tier 2	Literary Magazine Advisor	\$2,000.00	Stissing
Tier 2	National Honor Society	\$2,000.00	Stissing
Tier 2	S.A.D.D. / SUCCESS Advisor	\$2,000.00	Stissing
Tier 2	S.T.O.P. Advisor/GSA	\$2,000.00	Stissing
Tier 2	Student Activism (Stissing)	\$2,000.00	Stissing
Tier 2	Student Activities Coordinator (HS)	\$2,000.00	Stissing
Tier 2	Student Activities Coordinator (Jr HS)	\$2,000.00	Stissing
Tier 2	Student Council Advisor (SS)	\$2,000.00	Seymour Smith
Tier 2	Varsity Club Advisor	\$2,000.00	Stissing
Tier 2	Yearbook Advisor (SS)	\$2,000.00	Seymour Smith
Tier 3	Broadcasting	\$4,000.00	Stissing
Tier 3	FCCLA	\$4,000.00	Stissing
Tier 3	Mock Trial Advisor (HS)	\$4,000.00	Stissing

APPENDIX F

TITLE IX NOTICE

This announcement is being published in compliance with the regulations for Title IX, Education Amendments of 1972, Prohibiting Sex Discrimination in Education (U.S. Department of Health, Education and Welfare). It is the policy of the Pine Plains Central School District not to discriminate on the basis of sex in the educational programs or activities which it operates. Furthermore, the Pine Plains Central School District is required by Title IX not discriminate in such a manner. Inquiries concerning this policy may be referred to:

Chief School Administrator
Pine Plains Central School District
Pine Plains, New York 12567

APPENDIX G

MEMORANDUM OF AGREEMENT (hereinafter "MOA")

THIS AGREEMENT entered into as of the 13th day of November 2007, by and between the Pine Plains Central School District ("Employer" or "District") and the Pine Plains Federation of Educators, Inc. ("PPFE" or "Association"), does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between the District and the PPFE as follows:

Effective on the date of execution, the District and PPFE agree that the following terms shall modify the accumulated, unused sick leave and retirement incentive payout entitlements of Articles XV and XVII of the 2007-2011 Agreement between District and the PPFE:

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 §415(c)(1) of the Internal Revenue Code, as adjusted for cost of living increases, using the calendar year for determining the contribution limit. 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 §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 fourth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer non-elective contribution referenced in any of the preceding paragraphs exceeds the applicable contribution limits, the excess amount shall be handled by the Employer as follows:

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

The final average salary of all other members of the TRS (i.e., all TRS members with a membership date on or after June 17, 1971) may 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, may be more advantageous for those member.

- A. For all members in the New York State Teachers Retirement System ("TRS") with a membership date before June 17, 1971,* the Employer shall first make an Employer non-elective contribution up to the contribution limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the employee. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the contribution limit of the Internal Revenue Code is fully met through payment of the Employer's non-elective contribution; and
- B. For all members in the TRS with a membership date in the TRS on or after June 17, 1971, the employee 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 the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer's 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.
1. **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 an endorsed/approved 403(b) program.
 2. **Tier I Adjustments:** For 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.
 3. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
 6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, Metropolitan Life Insurance Company ("Met Life") agrees to provide the Employer with Met Life's standard hold harmless agreement where the Employer has selected Met Life as the endorsed plan provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. **Employer Non-Elective Contributions Equal to Termination Pay:** The Employer agrees to make an Employer non-elective contribution to the 403(b) account of each covered employee who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of the Employer non-elective contribution shall be the amount set forth at Article VIII for those unit members eligible for that benefit. The Employer shall make the contribution as described in paragraph 2, herein above.

THE EMPLOYER

BY: Lind Steamer, Supt.

THE ASSOCIATION

BY: [Signature]