

Stipulation of Agreement

WHEREAS, the Edgemont Union Free School District (“District”) and the Edgemont Teachers’ Association (“Association”) are parties to a collective bargaining agreement covering the period of July 1, 2022 through June 30, 2026, (the “Contract”); and

WHEREAS, periodically the Elementary Orchestra Teacher and/or the Elementary Band Teacher have held rehearsal prior to the start of the school day for additional compensation;

WHEREAS, for the 2023-2024 school year the District and the Association would like to set forth the terms of the agreement for such teachers to receive compensation for holding additional rehearsals during the 2023-2024 school prior to the start of the school day.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the District and the Association, that:

1. For the 2023-2024 school year only, the Elementary Band Teacher and the Elementary Orchestra Teacher are permitted to hold student rehearsals prior to the beginning of the school day. Should such eligible teachers hold such rehearsals, they will receive additional compensation at the rate of 1/1,400th of their base salary for each session held, provided they comply with the following:
 - a. By no later than October 19, 2023, the Elementary Band Teacher and the Elementary Orchestra Teacher shall submit a schedule setting forth the anticipated dates that the before school rehearsals will occur during the 2023-2024 school year. Such schedule must be pre-approved by the Building Principal, or his/her designee. Should the Elementary Band Teacher or the Elementary Orchestra Teacher need to add an additional rehearsal date to the submitted schedule during the school year, the employee must receive pre-approval from the Building Principal, or his/her designee to do so.
 - b. Each session shall be scheduled to last in duration from at least 7:35 a.m. - 8:25 a.m.
 - c. By no later than June 15, 2024, the Elementary Band Teacher and the Elementary Orchestra Teacher shall submit documentation to the Building Principal setting forth the date, time and location that the rehearsal actually occurred and briefly state the nature of the rehearsal that occurred on each date.
2. Upon satisfactory completion of the requirements set forth in paragraph 1, *supra*, the payment for the completed before school rehearsal shall be made in a lump sum payment in either the last paycheck in June or the first pay period in July.
3. The parties agree that this Stipulation shall expire as of June 30, 2023, or the time the Elementary Band Teacher and the Elementary Orchestra Teacher receive payment for holding the before school rehearsals during the 2023-24 school year, whichever is later.

Nothing herein shall be deemed to establish a precedent or past practice, nor shall it require that the District permit before school rehearsals in the future. Neither the terms of this Agreement, nor this Agreement itself, shall be deemed relevant to any future occurrence upon the same or similar facts set forth in this Agreement and neither the terms nor this Agreement shall be introduced as evidence in any future grievance or other proceeding between the parties related to the subject matters addressed in this Agreement (except any proceeding necessary to enforce the parties' compliance with the obligations expressly undertaken in this Agreement).

4. This Agreement, including this Paragraph, may not be altered, amended or modified in any way except by a writing executed by the parties to be bound by such alteration, amendment or modification, which writing shall expressly reference the fact that the writing is intended to alter, amend or modify this Agreement.
5. This Agreement may be executed: (a) in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute the same instrument; and (b) via facsimile or PDF, and such signatures shall have the same force and effect as an original signature.
6. This Agreement shall not become effective until fully executed by the parties and ratified by the Board of Education.

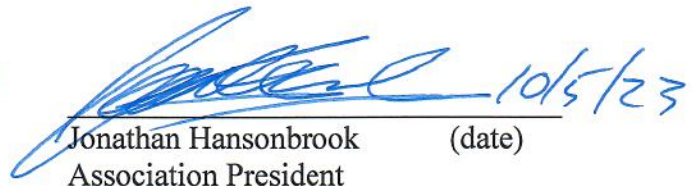
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Agreement.

Edgemont Union Free School District

 10/11/23

Dr. Kenneth R. Hamilton (date)
Superintendent of Schools

Edgemont Teachers' Association

 10/5/23

Jonathan Hansonbrook (date)
Association President