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# CONTRACT

Between the  
**Port Chester-Rye Union Free School District  
Board of Education**  
and the  
**Port Chester Teachers Association**

7/1/02 - 6/30/06

**2002-2003, 2003-2004,  
2004-2005, 2005-2006**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**“Success for Every Student”**

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ARTICLE I  
C O N T R A C T  
between  
BOARD OF EDUCATION PORT CHESTER-RYE UNION FREE SCHOOL DISTRICT  
and  
PORT CHESTER TEACHERS ASSOCIATION

This contract is entered into this 11th day of November 2003, by and between the Port Chester Teachers Association (hereinafter called the "Association") and the Port Chester Board of Education (hereinafter called the "Board").

The term of this agreement shall be for four (4) years, commencing July 1, 2002 and ending June 30, 2006.

WHEREAS, the Board in a resolution dated July 26, 1967, recognized the Association as the organized group representing the teachers of the Port Chester Public School System for the purpose of collective negotiations concerning matters affecting salaries and working conditions of the teaching staff; and

WHEREAS, such recognition was based upon the submission to the Board of a notarized statement certifying membership in the Association, which showed the Association representing a majority of teachers in the Port Chester Public School System; and

WHEREAS, upon the basis of the foregoing evidence, the Board in good faith has determined that the Association is presently supported by a majority of the teaching personnel in the appropriate bargaining unit and is entitled to recognition as the exclusive representative of such teaching personnel;

In consideration of the foregoing, the parties have reached the following understandings, which they desire to affirm in this contract:

1. Pursuant to the Taylor Law, the Board does hereby, and shall continue as heretofore, to recognize the Association as the exclusive and sole bargaining representative for the teaching and teaching assistant personnel in the appropriate bargaining unit for the extent of the contract. For this purpose, the appropriate bargaining unit shall consist of all professional teaching and teaching assistant employees excluding the Superintendent, Assistant Superintendents, Building Principals Directors, Assistant Principals, Administrative Assistants, Deans and Coordinators.
2. Pursuant to the requirement of Section 207 (3) (b) of the Taylor Law, the Association reaffirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

## ARTICLE II

### NEGOTIATION PROCEDURE

A. No later than December 1st of the calendar year preceding the termination of the within contract, the parties will enter into good faith negotiations for a new contract covering the future school year or years.

B. Each party to the negotiations shall be free to select its own negotiation representatives from within or outside the School District who shall be the duly designated representatives of the Board and the Association. Each party shall at all times be entitled to have legal counsel present during negotiations.

C. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromises in the course of the negotiations. No contract negotiated shall be final or binding until ratified by a majority of the Board and a majority of the Association.

D. Requests for meetings from the Association shall be made in writing directly to the Board of Education or their representatives. Requests from the Board or their representatives shall be made in writing to the President of the Association or his/her representatives. A mutually convenient meeting date shall be set no later than ten calendar days from the date of the request and scheduled at a mutually convenient place, time and date.

## ARTICLE III

### EMPLOYEE RIGHTS

A. It is recognized that democratic values can best be transmitted in an atmosphere which is free from censorship. It is further recognized that the learning process demands an air of open inquiry in which academic freedom of both bargaining unit member and student is encouraged.

B. In keeping with the spirit of the above, bargaining unit members shall have the following rights:

1. The right to exercise professional judgment in the manner of presenting educational material to a class.
2. The right to teach free from unreasonable interruption.
3. The right to be free of coercion from all sources.
4. The right to participate in the implementation of school policy.

## ARTICLE IV

### GRIEVANCE

#### A. Definition

A grievance is the complaint of an employee, a group of employees similarly affected, or the Association, of an alleged violation, misinterpretation, or misapplication of any of the terms and conditions of this contract.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to a grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Time Limits

1. All time limits herein shall consist of working days, except that when a grievance is submitted on or after June 1st, time limits shall consist of all week days so that the matter may be resolved before the close of school or as soon as possible thereafter. At the request of a grievant or hearing officer time limits specified in this Article shall not be applicable during the period of a scheduled vacation. The time limits specified may, however, be extended by mutual agreement.
2. No written grievance will be entertained, and such grievance will be deemed waived, unless written grievance is submitted at the first available stage within forty-five (45) days after the bargaining unit member, a group of bargaining unit members, or the Association knew, or should have known, of the act or condition on which the grievance is based.
- 3a. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this contract shall be barred.
- b. Failure at any level of the grievance procedure to communicate a decision to the aggrieved party and/or his/her representatives within the specified time limit shall permit the lodging of an appeal at the next level of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### D. Procedure

1. Level One

- a. The grievant shall present his or her grievance in writing to the Building Principal who shall conduct a hearing thereon within five (5) working days after receipt of said grievance. The Building Principal must provide the grievant with a written decision within three (3) working days after the hearing.
- b. Any grievance which would be beyond the authority or jurisdiction of the Building Principal to resolve may be submitted directly at Level Two.

2. Level Two

If the grievant is not satisfied with the written decision at the conclusion of Level One, the grievant may appeal the decision in writing to the Superintendent within seven (7) working days after receipt of the Level One decision. The Superintendent, or his/her designee, will conduct a hearing within five (5) working days of receipt of the appeal. Upon conclusion of the hearing, the Superintendent will have ten (10) working days to render his/her written decision to the grievant.

3. Level Three

If the grievant is not satisfied with the written decision at the conclusion of Level Two, an appeal may be filed in writing with the Board of Education within five (5) working days after receipt of the decision at Level Two. The Board of Education shall hold a hearing on the grievance within five (5) working days after receipt of an appeal. The Board of Education shall render a decision in writing within ten (10) working days after the conclusion of the hearing.

4. Level Four

If the grievance is not resolved to the satisfaction of the grievant at Level Three, the grievant, within twenty (20) working days, may elect, with the approval of the Association, to submit his/her claim in writing to the American Arbitration Association. The decision of the American Arbitration Association will be binding upon the parties except in cases in which the matter may properly be reviewed by a court of law. The cost of arbitration will be borne equally by both parties.

- E. When it is mutually agreed by the Board of Education and the Port Chester Teachers Association, lower levels of the grievance procedure may be waived, and a grievance may be submitted directly to binding arbitration.



## F. Representation

Either party shall be entitled to representation by a person(s) of his/her own choosing at Levels One, Two, Three and Four, and shall be entitled to present such witnesses as may be necessary for the proper prosecution of the grievance or the defense thereof.

## G. Miscellaneous

1. Grievance proceedings are deemed to be confidential and the records of such proceedings shall be maintained separately from personnel records. No account of such proceedings shall be made known or available to persons or media except with the written mutual consent of the parties thereto or to the extent permitted by law.
2. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this contract.
3. Arbitration shall not be used for the purpose of adding to or changing the specific provisions of this contract.
4. No action of any kind will be taken by the Board or by any member of the administration against any participant in the grievance procedure by reason of such participation.

## ARTICLE V

### TEACHER-ASSOCIATION PRIVILEGES

- A. Pursuant to the Public Employees' Fair Employment Law, the Board hereby agrees that every member of its professional staff shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations; that it will not discriminate against any bargaining unit member with respect to terms and conditions of employment by reason of his/her membership in the Association or participation in collective professional negotiations or his/her institution of grievances, complaints or proceedings under this contract.
- B. The Board and the Association shall cooperate in good faith for the greater good of the Port Chester School System and the fair and equitable treatment of its professional staff.
- C. The Association, upon request, shall have the right to use school buildings at all reasonable hours for meetings. In the event that additional custodial services are required, the Association agrees to pay reasonable charges for the use thereof.
- D. The Association shall have the right to post notices of Association concern in each school building in bargaining unit members' rooms and at sign-in sheet locations. It may use interschool mail and bargaining unit member mailboxes for member communication. Unrecognized organizations shall not be granted these rights.
- E. The Board and the Association agree to furnish each other with all reasonable types of information that will assist in developing intelligent, accurate, and constructive programs for the Port Chester School System.
- F. The Association, in recognition of its responsibility to the Port Chester School System, will be available to the Board of Education for consultation and advice on any new or modified fiscal program, construction program, or major revisions of educational policy, which are proposed or under consideration. The Board of Education in recognition of its responsibility to the Port Chester School System will call upon the Association whenever the Board believes that the bargaining unit members' knowledge and experience contribute to a more informed judgment.
- G. The Board agrees to deduct from the salaries of its employees, dues for unified membership in the PCTA, NYSUT and AFT, as said bargaining unit members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association.
  - 1. Bargaining unit members may request and authorize the Board in writing to deduct from earnings and transmit to the Association an amount sufficient to provide for regular payment of membership dues certified by the Association. The Board agrees that such deductions shall continue as long as written authorization remains unrevoked.

2. Deductions referred to above will be made in equal installments on the 15th day of September and from each paycheck, October through June. The Board will not be required to honor any authorizations that are delivered to it later than three weeks prior to the distribution of the payroll from which the deductions are to be made.

H. The employer shall check-off and remit payments to the NYSUT Benefit Trust (Life, Car and Home Insurance, Disability Income Protection, and Legal Service Plan) upon submission of signed authorization to the payroll office for anyone within the Bargaining Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the Employee to the Employer. The Employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the bargaining agent with a list of all Employees from whose salaries such deductions have been made.

I. Agency Shop: Pursuant to Section 208 (3) (b) of the Taylor Law, all members of the bargaining unit who are not members of the Association shall be required to pay an agency fee to the Association in an amount equivalent to Association dues. The District will make agency fee deductions from the paycheck of all non-association members and shall transmit the sums so deducted to the Association at the same time and in the same manner as dues deducted from the salaries of Association members.

The Association affirms that it has adopted and will maintain a procedure for refund of agency fee deductions as required by Section 208 (3) (b) of the Taylor Law.

J. When a new bargaining unit member is hired the District will, within ten (10) days of such hiring, notify the Association giving name and home address. When a bargaining unit member's employment is terminated for any reason, the District will notify the Association within ten (10) days after such termination.

1. By August 1st of each year, the Board will make available to the Association the names and addresses of all new instructional personnel who have been hired to that date, but subsequent to June 30 of that same year.

2. When teaching personnel are hired subsequent to August 1st of a year, but prior to June 30 of the following year, the Board will notify the Association within ten (10) days after such hiring.

K. Provision shall be made for Association officers to participate in the orientation of new bargaining unit members.

1. The Association will be given a reasonable amount of time to address new bargaining unit members at the district orientation meeting to acquaint them with professional aims of the Association.

2. At some time during orientation day the Building Representatives of the Association shall have ten (10) minutes at the orientation meeting to meet with bargaining unit members new to their respective buildings for the sole purpose of acquainting them with the community services pertaining to the school and the teaching profession.
- L. The Association will be given time to conduct an Association meeting after the conclusion of the Superintendent's Conference Day, if any.

## ARTICLE VI

### GENERAL SCHOOL DAY

- A. Each bargaining unit member is required to report to his/her assigned school no later than ten (10) minutes prior to the start of the student instructional day, except at the high school where the reporting time is no later than five (5) minutes prior to the start of the students' instructional day. The bargaining unit member must be present in his/her designated room or area in sufficient time to receive the students and to conduct his/her assigned activity without delay. When weather or other emergency conditions warrant, the bargaining unit member may be required to supervise students during this ten (10) minute period. Each bargaining unit member is also required, when necessary, to remain after school to help pupils, attend professional meetings and participate in those activities that, as a professional, the bargaining unit member and/or administrator consider an outgrowth or adjunct of the instructional program. In calling such after school meetings, the District shall not act in an arbitrary or capricious manner.
- B. The instructional day for elementary pupils shall commence at 8:30 a.m. and conclude between 2:45 and 3:00 p.m.

Final dismissal times on the elementary level shall reflect differences in the length of the lunch period.

The instructional day for Middle School students shall commence at 8:15 a.m. and conclude at 3:00 p.m.

The instructional day for Senior High School students shall commence at 8:10 a.m. and conclude at 3:00 p.m.

The high school will have either an eight (8) or nine (9) period day. In either case, teaching assignments shall not exceed five (5) teaching periods and will include (1) lunch period and either one (1) or two (2) preparation periods equal to a teaching period (depending upon whether an eight or nine period day is in effect) and one administrative assignment.

On the last day of the week only, high school teachers shall complete their school day at 2:45 p.m. and the instructional day for Senior High School students shall conclude at 2:45 p.m.

- C. Each bargaining unit member will indicate arrival and departure by affixing his or her signature to a bargaining unit member attendance sheet provided by the school administration. Said attendance sheet shall be removed by the building principal ten (10) minutes prior to the start of the students' instructional day, except at the high school, where said attendance sheet shall be removed by the principal five (5) minutes prior to the start of the students' instructional day. At these times another attendance sheet shall be substituted for the original and the teacher who arrives late shall affix his/her signature and indicate his/her time of arrival.

- D. Each bargaining unit member who will be absent must give proper notification at least one hour prior to morning report time unless extenuating circumstances preclude this. An answering service will receive bargaining unit members' telephone calls at all times including Saturdays, Sundays and holidays from September 1st to June 30th.
- E. It is the responsibility of the school district to provide substitute teachers for absent classroom teachers and for teachers of the following elementary areas: vocal music, physical education, library, and English as a second language and after three (3) consecutive days for teachers of speech and instrumental music, provided certified personnel in these areas is available.
- F. No bargaining unit member in attendance may be used to cover the duties of an absent bargaining unit member, nor to absorb the class of an absent bargaining unit member into his/her own, except in case of immediate emergency. Should such immediate emergency exist, the following provision shall be in effect:
1. Elementary school bargaining unit members who have endured program disruption as defined above for one (1) hour or more shall receive funds for the purchase of supplies, materials or classroom activities to benefit the students. All expenditures shall be expended pursuant to established District procedures. For the duration of the contract, the fund shall be at the rate of \$20.00 per hour.
  2. Middle School teams which have absorbed the duties of an absent team member for one hour or more shall receive funds as provided in (a) above. Where an individual bargaining unit member absorbs the duties of an absent middle school bargaining unit member for one (1) hour or more, then the provisions of (c) below apply.
  3. When it becomes necessary for a senior high school teacher (9-12) to cover a class during his/her preparation period, the teacher will receive compensatory time in lieu of an administrative assignment.
  4. All emergency class coverage and/or class absorption shall be made on a rotating, equitable basis. Master records, maintained by each building principal shall be readily available for examination by bargaining unit members.
- G. Except where such scheduling is impossible, and within existing staff, each elementary school teacher shall be scheduled for at least one (1) period each day during which a specialist shall teach his/her class and he/she shall have a preparation period of 30 minutes.
- H. All scheduled preparation periods may be used at the teacher's professional discretion. Except for his/her lunch period, a bargaining unit member may not leave the building during preparation periods without permission of the principal.

## ARTICLE VII

### SCHOOL CALENDAR

In order for the Port Chester Teachers Association to play a vital role in the development of the school calendar, one secondary school bargaining unit member and one elementary school bargaining unit member chosen by the Port Chester Teachers Association, will serve as a committee with two (2) administrators chosen by the Superintendent of Schools. This committee will formulate a school calendar for the succeeding year. This proposed calendar will be submitted to the Superintendent of Schools for his/her approval and eventual recommendation to the Board of Education.

## ARTICLE VIII

### VACANCIES, TRANSFERS, AND NEW POSITIONS

- A. The Board declares its support of a policy of filling vacancies and new positions from within the ranks of its own professional staff. A copy of all notices of vacancies and new positions will be forwarded to the President of the Association at the same time as such notices are posted for the information of teaching personnel. Notice of vacancies and new positions will be promptly posted and publicized in all schools by a written announcement from the Superintendent of Schools well in advance of the date for filling such positions and vacancies. Should such positions or vacancies occur during the summer months, the Board shall notify all personnel by mail.
- B. These notices shall set forth the qualifications for the position. Any bargaining unit member having those or equivalent qualifications, may file a written application with the Superintendent of Schools within the time limit announced for such a position.
- C. Vacancies and new positions shall be filled on the basis of competence, qualifications, length of experience, and other relevant factors without regard of age, race, creed, nationality, sex or marital status.
1. An applicant with more years of service in the district shall be given appropriate consideration for such a position unless the qualifications of a competing applicant are substantially superior. The final selection shall rest with the Superintendent subject to approval by the Board of Education.
  2. A request made by a bargaining unit member for a transfer to a different class, building or position shall be made in writing to the Superintendent. The application shall set forth the reasons for the transfer, the school, grade, or position sought, and the applicant's qualifications.
  3. An applicant for either transfer or change of position shall be notified promptly in writing by the Superintendent of the decision and the reasons for that decision.
  4. A bargaining unit member who will be affected by a change of assignment will be consulted and notified no later than thirty (30) days before the effective date of the transfer except in case of emergency.
  5. When a situation arises which involves a transfer of personnel, every effort shall be made to find volunteers for the transfers. If this is not possible, involuntary transfers from the same teaching areas will be made from those with the least number of years of service in the Port Chester School System.
  6. Except in case of necessity, no bargaining unit member may be assigned outside his/her area of certification. Such necessity may not be deemed to exist beyond the end of the school year in which the voluntary or involuntary appointment was made.



## ARTICLE IX

### TEACHING CONDITIONS

- A. The Association and the Board recognize that optimum school facilities for both students and bargaining unit members are desirable to assure the high quality of education that is their goal for the children of Port Chester.
- B. The Board agrees to provide, insofar as possible, school buildings sufficiently equipped and maintained in terms of space, educational tools, supply items, and materials needed by the individual bargaining unit member.
- C. The Board shall provide in each school, adequate duplicating facilities to aid bargaining unit members in the preparation of instructional materials. Duplicating machines shall be kept in proper working order. It shall be the responsibility of each building principal to arrange for prompt repair service.
- D. The Board shall make available in each school, for exclusive bargaining unit member use, adequate lunchroom, restroom and lounge facilities. Under no circumstances shall the teachers' lounge be used for instructional purposes.
- E. Whenever feasible, public telephone facilities shall be available to bargaining unit members in each building.
- F. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being, except in case of immediate emergency.
- G. If it is necessary to make any cuts in a budgetary request submitted by a bargaining unit member or a department, such cuts will be made in consultation with the principal, bargaining unit member and department.
- H. If it is necessary to provide telephone tie-in service for a student who has a prolonged absence from school, such arrangements shall be made after consultation with the bargaining unit member involved. If possible, no bargaining unit member shall have more than one student receiving this service at a given time.
- I. Adequate parking facilities will be provided at each building whenever possible.
- J. The Board of Education shall continue to provide one (1) computer to each elementary school, and one (1) computer to each department in the secondary schools, for use by the teachers of major disciplines (English, Social Studies, Science, Mathematics, Foreign Language).
- K. The Board of Education agrees that lesson plan books, record books, lists of students assigned to each class, and other supplies necessary to good instruction and class organization shall be on hand the day school opens.

## ARTICLE X

### STUDENT DISCIPLINE AND BARGAINING UNIT MEMBER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom. Such policy shall be made public knowledge.
- B. Whenever a particular student is recommended by a teacher as requiring the attention of special professional personnel (counselors, social workers, physicians, psychologists, psychiatrists, etc.), the Board shall take reasonable steps to insure that these services are implemented.
- C. General Procedures to be followed in all cases of removal:
1. A teacher may remove a child from a class situation for the day or a portion thereof when the child's behavior makes his or her presence intolerable. The teacher shall send the child to the principal and furnish the building principal with full particulars concerning the situation. Arrangements to accommodate the child and to notify the parent will be made by the Administrator. The building principal will decide in consultation, with the teacher, whether the child shall be returned to class.
  2. The teacher shall fill out an anecdotal record of each removal on a form to be supplied by the school administration. One copy shall be retained by the teacher and three (3) copies shall be forwarded to the building principal within twenty-four (24) hours.
  3. At the time a student is removed, the building principal, or whomever he/she designates if he/she is absent for any reason, shall be required to record the name of the student removed, the name of the teacher who has removed the student, the date, and the reason for the removal. Such record shall be kept in a book to be supplied for this express purpose by the school administration. The building principal must inform the parent(s) after the first removal and set up a meeting including parent, teacher, and principal. This meeting shall take place as soon as possible after the removal.  
  
Within twenty-four (24) hours of receipt of anecdotal records pertaining to the removal of a student, the building principal shall be required to record his/her disposition of the case on all copies; he/she is to return one (1) to the teacher, keep one (1) for his/her records, and forward one (1) to the Superintendent of Schools.
- D. When a student in the elementary school (K-4) has been removed three (3) times within a five (5) month period and in the Middle and Senior High (5-12), two (2) times within a five (5) month period, the building administrator must notify the Superintendent of Schools and a Superintendent's or Principal's Hearing will be convened.

- E. If a student threatens to assault a bargaining unit member or uses vile and obscene language toward a teacher, the student must automatically be excluded from all regular classes until a parent/guardian comes to school for a meeting with the building principal, the bargaining unit member, and the student. If, after such a meeting, the student returns to class and continues to exhibit disruptive or disrespectful behavior in the classroom and such behavior be substantiated by anecdotal record, then he/she shall be suspended and his/her case referred to the Superintendent of Schools for disposition.
- F. If a student intentionally uses physical force of any nature against a bargaining unit member, the principal must automatically suspend the student for a period of five (5) school days. It is the principal's responsibility to inform the parent/guardian by letter of the reasons for the suspension as well as the length of the suspension. It is the principal's responsibility to inform the bargaining unit member of his/her rights regarding the pressing of charges against the student.
- G. Any case of physical force inflicted upon a bargaining unit member shall be promptly reported by the building principal to the Superintendent who will then notify the President of the Port Chester Teachers Association. The Board will provide legal counsel (upon written request by or on behalf of the bargaining unit member) to advise the bargaining unit member of his/her rights and shall render all reasonable assistance to the bargaining unit member in connection with the handling of the incident by the law enforcement authorities. (The foregoing shall apply to criminal prosecution only.)
- H. If a bargaining unit member is complained against or sued as a result of any action taken by the bargaining unit member while in pursuit of his/her employment, the Board shall provide (upon written request of the bargaining unit member) legal counsel and assistance to the bargaining unit member in his/her defense.
- I. Time lost by any bargaining unit member in connection with any incident mentioned in this article shall not be charged against the bargaining unit member.
- J. The Board will use its good offices to attempt to secure reimbursement to bargaining unit members for any loss, damage, or destruction of personal property while on duty in the school or on school premises.
- K. Every effort shall be made that no action be taken upon any complaint by a parent of a student directed toward a bargaining unit member unless such a matter is reported to the bargaining unit member concerned.

## ARTICLE XI

### PROFESSIONAL IMPROVEMENT

- A. A teacher is limited to a maximum of six (6) in-service credits per school year. At the discretion of the Superintendent of Schools, subject to the above maximum and with prior approval, salary credit may be approved for special courses pertinent to the teacher's area of instruction, but offered outside the school district.
- B. The Association shall appoint a committee to work with the Superintendent or with whomever may be delegated this area of responsibility in the selection and institution of the inservice courses. The selection of the course(s) shall be within the sole discretion of the District.
- C. Documented inservice credit from other school systems shall be evaluated and may be transferable upon employment in the Port Chester School System.
- D. Each participant may be charged a nominal tuition fee to defray the cost of the inservice courses.

## ARTICLE XII

### EVALUATION

- A. Bargaining unit member observation and evaluation is designed to improve the total instructional program. The evaluating instrument shall be used in a constructive way. Comments relating to bargaining unit member weaknesses shall be accompanied by suggestions for improvement of performance.
- B. Observation and evaluation report forms shall be developed by a joint committee of bargaining unit members selected by the Port Chester Teachers Association and a committee of administrators selected by the Superintendent of Schools. There shall be equal representation of bargaining unit members and administrators not exceeding four (4) representatives from each group. Conflicting opinions between the committee and the Superintendent shall be resolved at meetings between the Superintendent and the joint committee. Final determination shall rest with the Superintendent of Schools.
- C. All formal observations of bargaining unit member activities in the classroom shall be conducted openly with the bargaining unit member's full knowledge and awareness.
- D. Responsibility for observing and evaluating bargaining unit members may be performed by the following designated personnel: Superintendent of Schools, Assistant Superintendents, Principals, Assistant Principals, Deans, Department Chairpersons, Directors, and certified Administrators assigned to a specific school.
- E. Observations may be formal or informal. Informal observations are discretionary with the principal; they include classroom visitations and/or observations of other educational and supervisory activities. Formal observations include planned visitations by the administrator for the purpose of appraisal. During a formal observation the administrator shall remain in the classroom for a minimum of twenty (20) minutes. The time actually spent during the observation shall be noted in the formal observation report. Each formal observation report shall contain only comments resulting directly from the specific time period designated in the report. However, informal observations may be considered in a bargaining unit member's overall evaluation.
- F. Communication between the staff member and the principal (and/or designated administrator) is an essential part of the appraisal program. All aspects of the appraisal program will be discussed in conference. The written appraisal and formal observation shall be discussed in conference between the principal (and/or designated administrator) and the staff member.
  - 1. At least two (2) working days before such formal evaluation, the designated observer shall hold a pre-conference with the bargaining unit member scheduled to be observed. The conference shall cover such questions as: "What are we trying to accomplish? How will we determine desired outcomes? etc."

2. Within ten (10) working days after the observations, a post-conference will be held between the observer and the staff member. The bargaining unit member will be given a copy of the observation report prepared by the administrator. The bargaining unit member will have the right to add his/her comments to the report.

#### G. Formal Observations for Evaluation Purposes

1. The procedure for observation as stated in Section F shall govern.
2. First and second-year probationary teachers shall be observed formally at least three (3) times yearly. The first observation shall be made no later than November 30, the second observation no later than February 28, and the third observation no later than April 15.
3. Third-year probationary teachers shall be observed at least three (3) times yearly. The first observation shall take place no later than October 31, the second observation shall take place no later than December 15, and the third observation shall take place no later than February 21.
4. Tenured teachers shall be observed at least once but no more than twice per year. The observation shall take place no later than May 1.
5. In the event that a teacher shall have been engaged at a time other than the beginning of the school year, he/she shall be formally observed after a period deemed reasonable to the Superintendent of Schools, at a date no later than three (3) months after employment, and subsequently (after a period deemed reasonable to the Superintendent of Schools) within three (3) working months thereafter.
6. The Building Principal and tenured teacher may mutually agree to an Alternative Professional Growth Project in lieu of the Formal Observation procedure currently provided. In the absence of said mutually agreeable plan, Section G4 of the Agreement will apply. During the 1997-98 school year, a committee of two (2) administrators and two (2) teachers will develop criteria for the Alternative Professional Growth Project and shall submit their recommendation to the Superintendent for his/her approval.

#### H. Year-End Evaluation Report of bargaining unit member

1. The year-end evaluation report by the principal should cover the varied aspects of the bargaining unit member's professional service and not merely classroom observation reports.
2. A copy of the principal's year-end evaluation report for first and second-year probationary teachers will be submitted to the teacher and the Superintendent no later than May 7.

3. A copy of the principal's year-end evaluation report for third-year probationary teachers will be submitted to the teacher and the Superintendent no later than March 15.
  4. A copy of the principal's year-end evaluation report of each tenured teacher shall be submitted to the teacher and the Superintendent no later than June 1.
  5. The teacher shall have the right to submit additional information to the Superintendent should said teacher disagree with any part of the year-end evaluation report.
- I. The file of any bargaining unit member shall be confidential and its contents shall not be disclosed to any person other than authorized school personnel, except by written permission of the bargaining unit member.
  - J. A copy of all material placed in a bargaining unit member's personnel file shall be sent to the bargaining unit member.

The bargaining unit member shall have the right to submit a reply to the material, and the reply shall be placed in the bargaining unit member's personnel file.

- K. Upon written request, a bargaining unit member shall have the right to review his/her own file in the presence of the Superintendent of Schools or his/her delegated representative. The teacher may be accompanied by his/her representative.
- L. The bargaining unit member may be permitted copies of material contained in his/her file.

## ARTICLE XIII

### AIDES AND SECRETARIAL ASSISTANCE

- A. Secretarial service shall be available to bargaining unit members for school business purposes with the knowledge and approval of the school building principal.
- B. The Board and the Association agree that whenever possible, non-professional personnel should be employed for the purposes of handling lunch duties, patrol duties, inventorying of supplies and equipment, duplication of teacher materials, operating audio-visual equipment, and similar non-instructional responsibilities.
- C. In the classroom, all paraprofessional personnel shall remain under the direct supervision of, and be responsible to, the teacher to whom he/she is assigned. Ultimate responsibility shall rest with the building principal.
- D. In the event that the supervising teacher should believe that the assignment, performance or attitude of such personnel is detrimental to the educational process, he/she shall so inform his/her principal. The principal shall attempt to rectify the situation, or, barring that, shall attempt to re-assign such personnel. In the event that the situation is not resolved to the satisfaction of the supervising teacher, he/she shall go on record, by submitting a memo to that effect, to his/her principal, to the Superintendent of Schools, and to the President of the Port Chester Teachers Association.



## ARTICLE XIV

### LEAVES

#### I. Temporary Leaves

##### A. Sick Leave

1. There shall be allotted to each bargaining unit member thirteen (13) days annually without loss of pay. Effective July 1, 2003, the district will allow 5 Family Sick Days per year, to be deducted from annual 13 day allotment, if used. A Family Member is as defined in Article XIV, Section 1E1a and Section 1E2a. The unused portion of such allowance, which has accrued since July 1, 1953, shall accumulate from year to year to a total of 210 days. In cases of hardship and upon application by the bargaining unit member, the Board of Education at its discretion, shall grant extensions of sick leave. At, or prior to the beginning of each school year, the Superintendent shall notify each bargaining unit member in writing of the amount of his/her accumulated unused sick leave.
2. Upon service retirement only, and entry into the NYS Teachers Retirement System, the District agrees to pay for all sick days accumulated and unused at the time of retirement according to the following schedule:
  - a. From 1 to 60 days - \$50 per day
  - b. In excess of 60 days - \$55 per day for all of the unused sick days up to 90 days.
  - c. In excess of 90 days - \$60 per day for all of the unused sick days up to 210 days.
3. Sick Bank A sick leave bank will be made available, as provided in this section, for those members of the bargaining unit disabled due to illness or injury.
  - a) Eligibility:

Effective July 1, 2003, any bargaining unit member enrolling in the sick leave bank for the first time, shall be permitted to join after the member's effective date of tenure. The bank shall be available to members of the bargaining unit who have exhausted all sick leave and who are members of the bank during the most recent round of contribution.

b) Contributions:

Membership in the sick bank is voluntary. In order to become a member of the bank, each member of the bargaining unit shall be given the opportunity to contribute two (2) sick days of sick leave to the bank upon first joining the bank. Thereafter, members shall have the opportunity to contribute one (1) day of accumulated sick leave to replenish the bank when the number of days available for withdrawal is reduced to two hundred (200) days. This contribution is necessary to maintain membership in the bank.

c) Committee:

A committee to administer the bank composed of three(3) members of the bargaining unit, one (1) each from the elementary, middle, and high schools shall be appointed by the President of the Association.

d) Application and Use of the Bank:

1. Application for withdrawal from the bank by an eligible member shall be in writing and made to the Committee, which shall be responsible for the administration of the bank. A copy of the application for withdrawal shall be immediately forwarded to the Superintendent who shall be given the opportunity, prior to decision of the Committee, to comment upon the application. For withdrawal, the decision of the Committee must be unanimous. If withdrawal is denied by the Committee, the applicant may appeal to the Superintendent. In all instances the decision of the Committee and/or the Superintendent shall not be subject to the grievance and arbitration provisions of this Agreement.
2. The application shall state the nature of the illness or injury in question, the number of days sought to be withdrawn and be accompanied by a statement from the physician treating the applicant confirming the illness and a prognosis.
3. The bargaining unit member will have a ten (10) day waiting period after sick leave is exhausted. If the applicant is successful in obtaining withdrawal from the sick leave bank, such sick leave will be retroactive to cover the ten (10) day waiting period.
4. An applicant may be required by the Committee to undergo medical review with a physician chosen by the Committee, to be paid by the applicant. Upon request, the District will be provided with a copy of all medical records emanating from such medical review. In addition,

the District may require medical review by a physician of its choosing to be paid for by the District.

5. No more than thirty (30) sick days may be requested or will be approved upon initial application. The applicant may request additional thirty (30) day periods which will be subject to Committee review.
6. Lifetime maximum utilization of the bank by a unit member is 180 sick days.

e. Association/District Procedures:

1. Except as provided herein, the Board/District will have no obligation or responsibility with respect to the administration of the bank.
2. The Committee will inform the Superintendent of its steps, procedures, operations, decisions and reasons for those decisions.
3. Procedures will be established with the Business Office.

B. Essential Business (Essential Business is that which cannot be properly done at times other than during instructional hours). Essential Business may not be used for gainful employment, recreation, and/or conducting business affairs which could be conducted during non-school hours. There shall be allotted to each bargaining unit member four (4) days for Essential Business. Two of these days shall note the reason for the request. Two of the days shall be without specific reason noted. Application for such leave shall be made no later than twenty-four (24) hours before the date requested, except in case of emergency. The Superintendent, at his/her discretion, may grant additional days. Essential Business leave may not be used to extend a school recess. After the school year has ended, the day or days not used for Essential Business shall be added to the bargaining unit member's accrued sick leave and shall accumulate together with the unused sick leave to a combined total of 210 days. The Superintendent's sick leave accrual statement at or prior to the beginning of each school year shall reflect days accumulated in this manner.

C. Jury Duty - Teachers summoned to jury duty in any recognized court of law shall receive full pay while absent for such duty. Such teachers shall reimburse the school district in the amount of jury service fees received, less any reimbursed and unusual expenses, excluding meals.

D. Professional Purposes - The Board of Education or the Superintendent of Schools may authorize the absence of a bargaining unit member with full pay when the bargaining unit member is to attend a professional conference, convention or visitation which will contribute to his/her professional growth. Expenses for

authorized conventions, conferences and visitations may be reimbursed by the Board of Education within the limitations of the budgetary allowance.

Such days of absence shall not be subtracted from the bargaining unit member's essential business days nor accumulated sick leave.

Application for such absence shall be made to the Superintendent of Schools at least one (1) week prior to the date of the expected absence.

E. Other Allowable Absences

1. Death in the Immediate Family

- a. In the event of death in the immediate family (grandfather, grandmother, father, mother, brother, sister, husband, wife, child, mother-in-law or father-in-law), a bargaining unit member shall be excused from work with full pay for a period not to exceed five (5) days. These days may not be carried over.
- b. Notification of such absence shall be given to the Superintendent of Schools as soon as possible.
- c. Such days of absence are not to be deducted from accumulated sick leave nor from days of personal business.

2. Death of Other Relatives or In-Laws

- a. In the event of the death of other related persons or in-laws, a bargaining unit member may be excused from work for a period of from one (1) to five (5) days with full pay, at the discretion of the Superintendent of Schools. These days may not be carried over.
- b. Application for such absence shall be made as soon as possible.
- c. Days of approved absence shall not be deducted from accumulated sick days nor from days of essential business.

3. On-the-job Disability Leave

- a. In the event of absence due to injuries sustained by a bargaining unit member in pursuit of his/her duties, full salary shall be paid to the teacher for a maximum of eighty (80) school days. Upon application by the teacher, and at the discretion of the Board of Education, additional days may be granted. Medical documentation for the absence made necessary by the disability shall be provided at the request of the Board of Education.

- b. Days of absence as provided in 3a above for on-the-job disability shall not be charged against the bargaining unit member's accumulated sick leave, nor essential business days.
  - c. Compensation payment, in lieu of salary received during this period from the insurance carrier, shall become the property of the school district.
4. The President of the Association shall be excused from hall, lunchroom, Dean's assignments, or other supervisory duties during his/her term of office, to conduct Association business. During his/her free time the President shall be free to leave the school. Be it clearly understood that this privilege shall not be abused and that it shall be incumbent upon the President to be on time to assume his/her classroom duties.

## II. Extended Leaves

During all extended leaves without pay, all medical and other benefits shall continue if a bargaining unit member so requests, and if he/she assumes the full cost thereof, except as provided in the Family Leave Act.

## III.

### A. Maternity Leave

1. A leave of absence for maternity shall be requested by a woman bargaining unit member when she and her doctor conclude that she can no longer perform her duties. The district will be given no less than thirty (30) days notice prior to the beginning of such leave. The request shall be submitted in writing to the Superintendent of Schools. A bargaining unit member may, at her discretion, use her accumulated sick days for that period of the maternity leave during which she is physically disabled from performing her normal teaching duties on account of pregnancy, delivery and necessary after-care of herself. The bargaining unit member shall submit a certificate as to such disability and its duration from her physician. The Board shall have the right to have the school physician consult with the bargaining unit member's physician as to any such claimed disability, and the bargaining unit member must authorize her physician to consult with the school physician and to reveal any information bearing upon the alleged disability. In the event that the bargaining unit member's physician and the school physician disagree as to the fact or duration of such claimed disability, the Board shall have the right to have the bargaining unit member examined at the Board's expense by an obstetrician or gynecologist to be selected by the bargaining unit member from those gynecologists or obstetricians on the staff of or with privileges at the United Hospital, Port Chester, New York. The opinion of such gynecologist or obstetrician as to such claimed disability shall be final and binding upon both the bargaining unit member

and the Board and shall not be subject to the grievance procedure or review in any other manner.

2. Such leaves shall be for a period not to exceed two (2) full calendar years. In all cases the bargaining unit member must be reinstated at the beginning of a semester in September or February.
  3. In the event of the adoption of a child, a leave of absence without pay, shall be granted for a period not to exceed two (2) years.
  4. The Superintendent of Schools shall notify the bargaining unit member on maternity leave of the impending expiration of the leave, and the bargaining unit member shall then make application for reinstatement at least 120 days prior to the expiration of the leave.
  5. A bargaining unit member shall be permitted to perform per diem teaching service while on maternity leave.
- B. Military Leave - A bargaining unit member shall be granted a leave of absence when in the performance of a military duty in accordance with State Law.
- C. Leave for Professional Purpose - The Board of Education may grant a leave to a bargaining unit member who has had at least three (3) years of service in the district. Upon application, the bargaining unit member may be granted a one (1) year leave of absence without pay. A one-year's extension may be granted upon application. Leave without pay may be given for the following purposes:
1. Teaching in a foreign country, in a school operated by the United States government, or in any approved institution of learning.
  2. Study related to the teacher's license field.
  3. Study to meet eligibility requirements for a license in an educational field other than that held by the bargaining unit member.
  4. Accepting a position in the service of the government of the United States.
  5. Exchange teaching in accordance with Section 3005 of the New York State Education Law.
- D. Other Leaves - Leave of absence for appropriate reasons and without pay may be granted upon application to a bargaining unit member with more than three (3) years of service.

## ARTICLE XV

### SUMMER SCHOOL AND ADULT EDUCATION

- A. In the event the District elects to institute a Summer School Program, the initial hiring of bargaining unit members shall be at the discretion of the Superintendent of Schools. Summer School staffing in subsequent years shall be in accordance with the provision set forth below.
- B. Assignments for Summer School and Adult Education programs will be made on the following basis:
  - 1. Bargaining unit members who are teaching in the Port Chester School System will be given priority in filling the positions.
  - 2. For Summer School assignments, all bargaining unit members with prior Summer School experience in the district shall be given preference to other teachers with service in the district. All assignments will be made on the basis of ability and seniority.
- C. Bargaining unit members will be notified by May 30th concerning appointments to Summer School positions.
- D. All candidates for either a Summer School or Adult Education position in academic areas must be fully certified teachers. (See Appendix C for compensation rate.)
- E. Notice of vacancies will be promptly posted and publicized in all schools by a written announcement from the director or principal of the program well in advance of the date for filling such vacancies.
- F. The Board shall make available, insofar as possible, school buildings sufficiently equipped and maintained in terms of space, educational tools, duplicating facilities, and materials needed by the Summer School and Adult Education teaching staffs.

## ARTICLE XVI

### TEACHING ASSIGNMENT

- A. By June 1 bargaining unit members will be notified of their tentative programs for the coming year, including the schools to which they will be assigned, the grades, subjects, and levels that they will teach and any special classes that they will have.
- B. In order to assure the best possible instruction in our schools, no bargaining unit member shall be assigned teaching duties to exceed 20% of his or her teaching time outside the scope of his or her particular certification and/or subject areas. In case of dire necessity a teacher may agree to assume an extra assignment.
- C. Bargaining unit members on the secondary level will be assigned by the building principal to hall duty, study hall, or any other non-academic duty of a like nature, semi-annually on an on-going year-to-year rotating basis. On the elementary level all bargaining unit members will be assigned on a rotating basis.
- D. In the interest of better instruction, no secondary teacher shall have more than three (3) different assignments to prepare in a major academic area, unless a class should be of sub-standard size. Major academic areas include English, Social Studies, Mathematics, Science and Foreign Language. When it becomes necessary, by reason of scheduling or otherwise, for a teacher in one of the major academic areas to be assigned to more than three (3) different preparations, a written reason must be submitted by the principal involved to the teacher, the President of the Port Chester Teachers Association and the Superintendent of Schools. Every effort shall be made to secure the voluntary consent of any teacher asked to assume an extra assignment. In all cases where consent is not obtained, the person with the least seniority in the department shall be assigned. In addition, any teacher assigned more than three (3) preparations shall be excused from one (1) period of an extra duty such as lunch, hall or study hall for each extra preparation in order to have adequate time to prepare the extra assignment. A preparation shall be considered as that which meets the requirement for one (1) subject and level, e.g., English 2H, English 2-1 and English 2-2, constitute three (3) different preparations.
- E. No bargaining unit member shall be assigned more hours of supervisory duties than any other bargaining unit members unless, through scheduling, a bargaining unit member has fewer classroom assignments than other bargaining unit members. In this case he/she may be assigned another supervisory period.
- F. In keeping with the right to teach unencumbered by non-professional tasks, teachers and counselors shall be assigned teaching and counseling duties only within the scope of their particular certification and/or subject area. Under no circumstances shall a teacher be assigned to such nonprofessional duties as, including but not limited to, filing, chaperoning dances, concerts or plays, answering phones, assisting secretaries, or clerical duties, unless done voluntarily.



- G. The district may require bargaining unit members to attend a maximum of three (3) evening meetings (i.e., open house and parent conference meetings). In the event that a bargaining unit member is unable to attend any such meeting, the bargaining unit member shall notify the building principal in writing no later than forty-eight (48) hours in advance of such meeting, except in the case of immediate emergency. In the event that a bargaining unit member is unable to attend any such meeting, the bargaining unit member shall be required to attend a future meeting at the discretion of the building principal.

Should a building principal feel it necessary to require an additional evening meeting during any school year, a joint committee shall be established consisting of three (3) appointees of the Association and two (2) appointees of the Superintendent. The committee shall meet within ten (10) days of receipt of the request for an additional evening meeting, and shall render its decision no later than ten (10) days after receipt of the request.

Except for good and sufficient reason, the Superintendent shall honor the decision of the committee.

- H. Bargaining unit members may not grieve lack of coverage due to teacher aides, teacher assistants or CSR teachers assigned to lunch/recess duty.

Bargaining unit members may be assigned recess duty in an emergency at no cost to the District. Emergencies will be covered on a rotating basis. An emergency will be declared when all teacher aides, teacher assistants and CSR teachers have been assigned.

There shall be no violation of this agreement if there exists a lack of classroom coverage due to teacher aides, teacher assistants and/or CSR Teachers assigned to lunch/recess duty. And each lack of coverage shall not be grievable under this contract..

- I. A bargaining unit member may leave at the close of the school year only when all his/her teaching responsibilities have been met to the satisfaction of the building principal and/or Superintendent of Schools.

## ARTICLE XVII

### CLASS SIZE

The Board of Education and the Association recognize that optimum school facilities for both student and bargaining unit member are desirable to ensure the high quality of education that is the goal of both parties. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that wherever feasible, class size should be controlled to meet optimum standards.

ARTICLE XVIII

INCOME PROTECTION

A. The Board will provide the following insurance plans:

1. State-Wide Schools Cooperative Health Plan

Coverage to be provided will be through the State-Wide Schools Cooperative Health Plan and the scope of such coverage will be equivalent to the coverage in effect and being offered by the New York State Empire Plan.

2. Aetna/U.S. Health Care and Oxford

3. a. Effective with the 2003-2004 school year, any member of the unit enrolled in the Southern Westchester Schools Health Plan or Aetna/U.S. Health Care or Oxford, shall have the option of dropping this insurance coverage and receive payment for each year they are dropped from the Plan as follows:

Single	\$	1,500
Married Two Person	\$	2,000
Married Family	\$	2,500

In addition, the buyout to the bargaining unit member will be taxed, will be in "grossed dollar value" and will be paid in two installments.

However, to be eligible for the applicable payment, all withdrawals must be made in writing to the District Business Office prior to September 1 of each school year.

Where two bargaining unit members are married to each other, only one bargaining unit member shall be entitled to be primary on district provided health insurance coverage or entitled to the buyout.

- b. Should the individual desire to re-enroll in the Plan during the school year in which withdrawal was made, the individual shall, as a condition of re-enrolling, remit to the District \$1,500 for Single; \$2,000 for Married Two Person; \$2,500 for Married Family

- c. It is specifically agreed that the District assumes no obligation, financial or otherwise (other than that stated above) arising out of any withdrawal from the Plan. In addition, the PCTA agrees to indemnify and hold the District harmless for any claim arising from such health coverage declination. It is also the responsibility of the unit member to provide the District with an appropriate certificate of insurance coverage for each member of the unit choosing to decline coverage.

4. Bargaining Unit Member Contributions to Health Insurance

- a. Except as provided below, all incumbent members of the bargaining unit shall pay 10% of the cost of the applicable premium for health care coverage each year.
- b. All new members of the bargaining unit hired to begin work on or after July 1, 1994, but prior to July 1, 1998, shall pay 15% of the cost of the applicable premium for health care coverage during the first year of employment and shall pay 10% of the cost of the applicable premium for health care coverage in any subsequent year of employment.
- c. All new members of the bargaining unit hired to begin work on or after July 1, 1998 shall pay 15% of the cost of the applicable premium for health care coverage for the first five (5) years of employment and shall pay 10% of the cost of the applicable premium for health care coverage in any subsequent year of employment.
- d. In addition to the medical contribution as provided above, all bargaining unit members shall pay an additional annual medical contribution of \$250.00 effective July 1, 2003. Effective July 1, 2004 and thereafter, each member of the bargaining unit shall pay an annual medical contribution of \$300.00. The annual contribution will be prorated for bargaining unit members who begin health insurance coverage after September 1.
- e. Said payments shall be made pursuant to a payroll deduction and shall be treated as pre-tax dollars under IRS rules.
- f. The Board will assume the cost of the premiums beyond what is provided above.

5. There shall be no Life Insurance provided to bargaining unit members retiring July 1, 2002 and thereafter. The following provision shall apply only to those bargaining unit members who retired from the district prior to July 1, 2002:

Retired bargaining unit members will be provided with a Life Insurance policy of \$10,000 to be reduced \$500 per annum until a base of \$5,000 is reached. With respect to all teachers retiring after June 30, 1987, there shall be no reduction in benefit level as provided herein.

6. Upon service retirement only, and entry into the New York State Teachers Retirement System, 50% of the cost of insuring the bargaining unit member and 35% of the cost of his/her eligible spouse and dependents shall be borne by the Employer except in the instances who two bargaining unit member retirees are married to each other. In these instances the retired married couple will

contribute 50% of the cost of health insurance for two-person coverage, to the district.

B. Other

1. Adopt tax sheltered annuity plans pursuant to U.S. Public Law. Such carriers shall be mutually agreed upon.
2. On-the-job disability is in effect. (See Leaves, Article XIV)
3. The Board will contribute \$875.00 per bargaining unit member to the Port Chester Teachers Association Welfare Trust Fund for the 2002-2003 school year. Effective July 1, 2003, the Board will contribute \$900 per bargaining unit member, per year, to the Port Chester Teachers Association Welfare Trust Fund. The contribution will remain at \$900 for the remainder of the life of the agreement.

The Board agrees to provide only such sums as indicated in the above and shall obligate itself in no way to provide for the administration of the Port Chester Teachers Association Welfare Trust Fund.

- C. With respect to all insurance plans referred to in this Article (with the exception of the PCTA Welfare Trust Fund), either party may request a change of carrier. Once such request is made, the Superintendent shall convene a committee to study said request. The Committee shall be composed of two (2) administrators selected by the Superintendent and two (2) bargaining unit members selected by the PCTA. The Committee shall review the request and shall make a recommendation to the Board within thirty (30) days of its convening. Should there be no consensus as to a recommendation, the Board shall receive all recommendations. The Board shall meet and consider the request and the Committee recommendation(s) and shall reach a decision. Its decision shall be final and binding on all concerned. If the Board decides to change any carrier, it shall have the absolute right to do so, so long as there shall be no reduction in the then current benefit or service levels.

## ARTICLE XIX

### SALARIES

The Board adopts salary schedules for the school years 2002-2003, 2003-2004, 2004-2005, 2005-2006 as set forth below:

- A. Effective July 1, 2002 all salary schedules in effect for the period ending June 30, 2002 shall be increased on all Steps by three and one-half percent (3.5%). All teachers due an increment shall advance accordingly and all salaries shall be retroactively increased.
- B. Effective July 1, 2003 all salary schedules in effect for the period ending June 30, 2003 shall be increased on all Steps by three and one-half percent (3.5%). All teachers due an increment shall advance accordingly.
- C. Effective July 1, 2004 all salary schedules in effect for the period ending June 30, 2004 shall be increased on all Steps by three and one-half percent (3.5%). All teachers due an increment shall advance accordingly.
- D. Effective July 1, 2005 all salary schedules in effect for the period ending June 30, 2005 shall be increased on all Steps by three and one-half percent (3.5%). All teachers due an increment shall advance accordingly.
- E. Teaching Assistants shall receive the same percentage increase in salary as set forth above for teachers. Columns shall be included in the Teaching Assistant Salary Schedule for "Less than Associate", "Associate /60 Credits". "B.A. Degree". The Column for "Associate /60 Credits" shall be seven percent (7%) greater than the column for "Less than Associate". The column for "B.A. Degree" shall be seven percent (7%) greater than the column for "Associate /60 Credits".

## ARTICLE XX

### MISCELLANEOUS PROVISIONS

- A. This contract shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this contract.
- B. The provision of this contract shall be part of the established policies of the Board.
- C. If any provision of this contract or any application of the contract to any bargaining unit member or group of bargaining unit members shall be contrary to law, then such provision or application shall not be valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Original copies for signature of this contract shall be prepared at the expense of the Board of Education. The Board of Education will supply a copy of this contract to each bargaining unit member in the district.
- E. The Board of Education will furnish to the Association and the Association will furnish to the Board of Education written notice of official Board and Association action, respectively, ratifying this agreement.
- F. At the option of the individual bargaining unit member, annual salary may be paid in 25 installments throughout the calendar year, or in 21 installments (every two weeks) as is the current practice. Notice of intention must be given by June 30th preceding the commencement of the school year. Once notice is given, the mode of payment may not be changed for the duration of the school year.

## ARTICLE XXI

### MIDDLE SCHOOL

The following shall be provided at the Middle School for the duration of the New Agreement. This agreement shall not extend beyond the New Agreement, nor shall it be considered past practice. Furthermore, the below conditions shall apply only to the Middle School as currently constituted.

1. LUNCH - Teachers shall have 30 minutes uninterrupted duty free lunch periods, commencing at the time teachers cease supervising or instructing students. Teachers shall not be required to instruct or supervise students until the 30 minute period of time has expired.
2. INDIVIDUAL PREPARATION - Teachers shall have a daily preparation period, the length of one classroom period.
3. TEAM PLANNING - Teachers of 7th and 8th grade academic subjects shall have a minimum of three (3) team planning periods per six (6) day teaching cycle. Under normal circumstances, the duration of said planning period shall coincide with the length of one classroom period. Fifth and sixth grade teachers shall have a minimum of two (2) team planning periods per six (6) day teaching cycle. Under normal circumstances, these periods also shall be the length of one classroom period. Additional periods for team planning may ensue as scheduling by the Middle School Principal allows. Special subject teachers will be afforded team planning periods as the schedule permits.



ARTICLE XXII

SPECIAL EDUCATION TEACHERS

Special Education teachers having six (6) or more students shall be granted release time of one-half (.5) day twice per school year (as scheduled by the school principal) to develop Individual Education Plans and to confer with parents.

ARTICLE XXIII

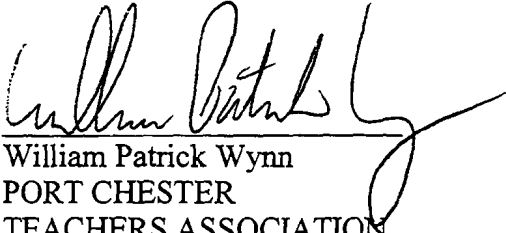
APPROPRIATE PROFESSIONAL DRESS

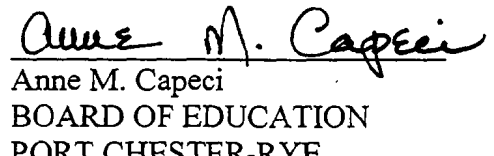
Bargaining unit members will dress in an appropriate, professional manner consistent with their assignment.

ARTICLE XXIV

DURATION

The term of this contract is for four years, to commence on July 1, 2002 and to end June 30, 2006.

  
William Patrick Wynn  
PORT CHESTER  
TEACHERS ASSOCIATION

  
Anne M. Capeci  
BOARD OF EDUCATION  
PORT CHESTER-RYE  
UNION FREE SCHOOL DISTRICT

2/25/04

2/25/04

APPENDIX A

Teachers Salary Schedule 2002-2003												
STEP	Level 1	Level 2	Level 3	**Level 4	**Level 5	Level 6	MA	MA+15	MA+30	MA+45	MA+60	Doctorate
1	38,602	40,069	41,289	42,509	43,971	44,281	46,003	47,972	49,943	51,916	53,875	
2	40,389	41,902	43,188	44,500	46,181	46,507	48,330	50,346	52,339	54,350	56,356	
3	42,174	43,725	45,084	46,496	48,404	48,744	50,658	52,707	54,744	56,791	58,834	
4	43,968	45,566	46,982	48,484	50,620	50,976	52,989	55,070	57,153	59,236	61,313	
5	45,749	47,391	48,880	50,481	52,837	53,207	55,318	57,449	59,556	61,680	63,789	
6	47,542	49,228	50,771	52,476	55,053	55,442	57,653	59,812	61,957	64,124	66,264	
7	49,325	51,060	52,669	54,469	57,276	57,676	59,974	62,177	64,363	66,564	68,741	
8	51,120	52,886	54,572	56,463	59,487	59,902	62,305	64,558	66,764	69,003	71,224	
9	52,907	54,730	56,465	58,461	61,710	62,142	64,638	66,917	69,165	71,449	73,703	
10	54,689	56,556	58,369	60,447	63,921	64,366	66,959	69,283	71,564	73,895	76,176	
11	56,753	58,662	60,547	62,735	66,449	66,604	69,290	71,649	73,967	76,336	78,657	
12	58,541	60,502	62,451	64,736	68,668	68,826	71,617	74,025	76,378	78,624	81,136	
13	61,225	63,213	64,363	66,749	70,901	71,066	73,950	76,391	78,779	81,218	83,607	
14	0	0	69,751	72,332	76,986	76,986	80,082	82,673	85,250	87,838	90,421	

Teachers Salary Schedule 2003-2004												
	Level 1	*Level 2	*Level 3	**Level 4	***Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12
STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	MA+90	Doctorate
1	39,953	41,472	42,734	43,996	45,510	45,831	47,613	49,651	51,691	53,733	58,151	60,345
2	41,803	43,369	44,700	46,057	47,797	48,135	50,022	52,109	54,171	56,253	60,726	62,968
3	43,549	45,255	46,662	48,123	50,098	50,449	52,431	54,552	56,660	58,779	63,333	65,611
4	45,507	47,161	48,627	50,180	52,391	52,760	54,844	56,998	59,153	61,309	65,946	68,260
5	47,351	49,049	50,591	52,248	54,687	55,070	57,255	59,460	61,640	63,839	68,540	70,884
6	49,206	50,951	52,548	54,312	56,980	57,382	59,671	61,906	64,125	66,369	71,154	73,528
7	51,051	52,847	54,513	56,375	59,281	59,695	62,073	64,353	66,615	68,893	73,755	76,168
8	52,909	54,737	56,482	58,439	61,569	61,998	64,486	66,817	69,100	71,418	76,336	78,793
9	54,759	56,646	58,441	60,507	63,870	64,316	66,900	69,259	71,585	73,950	78,958	81,450
10	56,603	58,536	60,412	62,563	66,158	66,618	69,302	71,708	74,069	76,481	81,573	84,091
11	58,739	60,716	62,666	64,930	68,774	68,934	71,714	74,157	76,556	79,008	84,176	86,736
12	60,590	62,620	64,637	67,002	71,072	71,235	74,124	76,616	79,051	81,376	86,431	89,193
13	63,368	65,425	66,615	69,085	73,382	73,554	76,538	79,065	81,536	84,061	89,372	92,002
14	0	0	72,192	74,864	79,680	79,680	82,885	85,566	88,234	90,913	96,592	99,432

APPENDIX A

STEP	Teachers Salary Schedule for 2004-2005													
	Level 1 BA	Level 2 BA+15	Level 3 BA+30	Level 4 BA+45	Level 5 BA+60	Level 6 MA	Level 7 MA+15	Level 8 MA+30	Level 9 MA+45	Level 10 MA+60	Level 11 MA+90	Level 12 Doctorate		
1	41,352	42,923	44,230	45,536	47,103	47,435	49,279	51,389	53,500	55,614	60,186	62,457		
2	43,266	44,866	46,264	47,669	49,470	49,820	51,773	53,932	56,067	58,221	62,852	65,172		
3	45,177	46,839	48,296	49,807	51,851	52,215	54,266	56,462	58,643	60,836	65,550	67,908		
4	47,100	48,811	50,329	51,937	54,225	54,607	56,763	58,992	61,224	63,455	68,254	70,649		
5	49,008	50,766	52,362	54,077	56,601	56,997	59,258	61,541	63,797	66,073	70,939	73,365		
6	50,928	52,735	54,387	56,213	58,975	59,391	61,759	64,072	66,369	68,692	73,644	76,101		
7	52,838	54,696	56,420	58,348	61,356	61,784	64,245	66,605	68,947	71,305	76,336	78,833		
8	54,761	56,653	58,459	60,485	63,724	64,169	66,743	69,156	71,519	73,918	79,008	81,551		
9	56,676	58,628	60,486	62,625	66,105	66,568	69,241	71,683	74,091	76,538	81,722	84,300		
10	58,584	60,585	62,527	64,752	68,474	68,950	71,728	74,218	76,661	79,158	84,428	87,034		
11	60,795	62,841	64,859	67,203	71,182	71,348	74,225	76,752	79,235	81,773	87,122	89,771		
12	62,710	64,811	66,900	69,347	73,559	73,729	76,718	79,297	81,818	84,224	89,456	92,315		
13	65,586	67,715	68,947	71,503	75,951	76,127	79,217	81,832	84,390	87,003	92,500	95,222		
14	0	0	74,719	77,484	82,469	82,469	85,786	88,561	91,322	94,094	99,973	102,913		

APPENDIX A

Teachers Salary Schedule for 2005-2006														
	Level 1	*Level 2	*Level 3	**Level 4	***Level 5	Level 6	****	Level 7	Level 8	*****	Level 9	Level 10	Level 11	Level 12
STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	MA+90	MA+90	MA+90	Doctorate
1	42,799	44,425	45,778	47,130	48,752	49,096	51,004	53,187	55,373	57,560	62,292		64,643	
2	44,780	46,458	47,884	49,338	51,202	51,564	53,585	55,820	58,029	60,259	65,051		67,453	
3	46,759	48,479	49,986	51,551	53,666	54,043	56,165	58,438	60,695	62,966	67,844		70,285	
4	48,748	50,520	52,090	53,755	56,123	56,518	58,750	61,057	63,366	65,676	70,643		73,121	
5	50,723	52,543	54,194	55,970	58,582	58,992	61,332	63,695	66,030	68,386	73,422		75,933	
6	52,711	54,580	56,291	58,181	61,039	61,469	63,921	66,315	68,692	71,096	76,221		78,765	
7	54,688	56,611	58,395	60,390	63,503	63,947	66,494	68,936	71,360	73,800	79,008		81,593	
8	56,677	58,635	60,505	62,602	65,955	66,415	69,078	71,576	74,022	76,505	81,773		84,405	
9	58,659	60,680	62,603	64,817	68,419	68,897	71,665	74,192	76,684	79,217	84,582		87,251	
10	60,634	62,705	64,715	67,019	70,870	71,364	74,238	76,815	79,344	81,929	87,383		90,080	
11	62,923	65,040	67,130	69,555	73,673	73,845	76,823	79,439	82,008	84,635	90,172		92,913	
12	64,905	67,080	69,241	71,774	76,134	76,309	79,403	82,073	84,681	87,172	92,587		95,546	
13	67,881	70,085	71,360	74,005	78,609	78,792	81,990	84,696	87,343	90,048	95,738		98,554	
14	0	0	77,334	80,196	85,356	85,356	88,788	91,661	94,519	97,388	103,472		106,514	

APPENDIX A

<u>Five Hour Teaching Assistant Salary Schedule</u>			<u>2002-2003</u>	
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		15,406	16,485	17,639
Step 2		16,022	17,144	18,344
Step 3		16,662	17,828	19,076
Step 4		17,328	18,541	19,839
Step 5		18,022	19,283	20,633
Step 6		18,743	20,055	21,458
<u>Five Hour Teaching Assistant Salary Schedule</u>			<u>2003-2004</u>	
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		15,945	17,062	18,256
Step 2		16,583	17,744	18,986
Step 3		17,245	18,452	19,744
Step 4		17,935	19,190	20,533
Step 5		18,652	19,958	21,355
Step 6		19,399	20,756	22,209
<u>Five Hour Teaching Assistant Salary Schedule</u>			<u>2004-2005</u>	
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		16,503	17,659	18,895
Step 2		17,164	18,365	19,651
Step 3		17,848	19,098	20,435
Step 4		18,562	19,862	21,252
Step 5		19,305	20,657	22,103
Step 6		20,078	21,483	22,987
<u>Five Hour Teaching Assistant Salary Schedule</u>			<u>2005-2006</u>	
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		17,081	18,277	19,556
Step 2		17,764	19,008	20,338
Step 3		18,473	19,766	21,150
Step 4		19,212	20,557	21,996
Step 5		19,981	21,380	22,876
Step 6		20,780	22,235	23,791



APPENDIX A

<u>Six Hour Teaching Assistant Salary Schedule</u>		<u>2002-2003</u>		
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		18,488	19,782	21,167
Step 2		19,227	20,573	22,013
Step 3		19,995	21,395	22,893
Step 4		20,795	22,251	23,808
Step 5		21,626	23,140	24,760
Step 6		22,491	24,065	25,750
<u>Six Hour Teaching Assistant Salary Schedule</u>		<u>2003-2004</u>		
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		19,135	20,475	21,908
Step 2		19,900	21,293	22,783
Step 3		20,695	22,144	23,694
Step 4		21,523	23,029	24,642
Step 5		22,383	23,950	25,626
Step 6		23,278	24,908	26,651
<u>Six Hour Teaching Assistant Salary Schedule</u>		<u>2004-2005</u>		
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		19,805	21,191	22,675
Step 2		20,596	22,038	23,581
Step 3		21,419	22,919	24,523
Step 4		22,276	23,835	25,504
Step 5		23,166	24,788	26,523
Step 6		24,093	25,780	27,584
<u>Six Hour Teaching Assistant Salary Schedule</u>		<u>2005-2006</u>		
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		20,498	21,933	23,468
Step 2		21,317	22,809	24,406
Step 3		22,169	23,721	25,381
Step 4		23,056	24,670	26,397
Step 5		23,977	25,656	27,451
Step 6		24,936	26,682	28,550

APPENDIX A

<u>Seven Hour Teaching Assistant Salary Schedule</u> <u>2002-2003</u>				
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		21,569	23,079	24,694
Step 2		22,431	24,001	25,682
Step 3		23,328	24,961	26,708
Step 4		24,261	25,959	27,776
Step 5		25,230	26,997	28,886
Step 6		26,240	28,076	30,042
<u>Seven Hour Teaching Assistant Salary Schedule</u> <u>2003-2004</u>				
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		22,324	23,887	25,559
Step 2		23,216	24,841	26,580
Step 3		24,144	25,834	27,643
Step 4		25,110	26,867	28,748
Step 5		26,113	27,941	29,897
Step 6		27,158	29,059	31,093
<u>Seven Hour Teaching Assistant Salary Schedule</u> <u>2004-2005</u>				
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		23,105	24,723	26,453
Step 2		24,029	25,711	27,511
Step 3		24,989	26,738	28,610
Step 4		25,989	27,808	29,754
Step 5		27,027	28,919	30,944
Step 6		28,109	30,076	32,181
<u>Seven Hour Teaching Assistant Salary Schedule</u> <u>2005-2006</u>				
<u>3.5% Increase</u>		<u>Less than Assoc.</u>	<u>Assoc/60Cr.</u>	<u>B.A.</u>
Step 1		23,914	25,588	27,379
Step 2		24,870	26,611	28,474
Step 3		25,864	27,674	29,611
Step 4		26,898	28,781	30,796
Step 5		27,973	29,932	32,027
Step 6		29,092	31,129	33,308

## APPENDIX A

- \* Effective the 1985-86 contract year, no teacher shall be placed on Level 2 (BA+15) and Level 3 (BA+30). Teachers who have earned credit for these Levels prior to September 1, 1985 shall continue to be compensated at these Levels. Also, any teacher currently on Level 2 and Level 3, shall continue to be compensated at these Levels. (See Appendix A-Addenda of the teachers contract.)
- \*\* Effective September 1, 1982, no teacher shall be placed on Level 4 (BA+45). Teachers who have earned credit for this Level prior to September 1, 1982 shall continue to be compensated at this Level. Also, any teacher currently on Level 4 shall continue to be compensated at this Level. (See Appendix A-Addenda of the teachers contract.)
- \*\*\* Effective July 1, 1980, no teacher will be placed on Level 5 (BA+60). Teachers who have earned credit for this Level prior to July 1, 1980 shall continue to be compensated at this Level. (See Appendix A-Addenda of the teachers contract.)
- \*\*\*\* Effective July 1, 1998 no teacher shall be placed on Level 7 (MA+15). Any teacher currently on Level 7 shall continue to be compensated at that Level and teachers who have earned credit for this Level prior to September 1, 1998 shall be compensated and continue to be compensated at that Level. Existing staff shall have a two (2) year 'grace period' (from July 1, 1998 to June 30, 2000) in which to reach the MA+15 Level.
- \*\*\*\*\* Effective July 1, 1998 no teacher shall be placed on Level 9 (MA+45). Any teacher currently on Level 9 shall continue to be compensated at that Level and teachers who have earned credit for this Level prior to September 1, 1998 shall be compensated and continue to be compensated at that Level. Existing staff shall have a two (2) year 'grace period' (from July 1, 1998 to June 30, 2000) in which to reach the MA+45 Level.
- \*\*\*\*\* Effective July 1, 1998 all new hires shall receive a percentage of their Level and Step placement until tenure is granted as follows:
  - a. First year of employment, compensation shall be at 94% of Level and Step placement.
  - b. Second year of employment, compensation shall be at 96% of Level and Step placement.
  - c. For the third year of employment and for the fourth non-tenured year, if necessary, compensation shall be at 98% of Level and Step placement.
  - d. Upon receipt of tenure, the bargaining unit member shall receive the full compensation of the appropriate Level and Step placement.

## APPENDIX A - ADDENDA

1. Level 1 shall apply to teachers who hold a Life Teaching Certificate or a valid Teaching Certificate and a Baccalaureate Degree.

2. Level 2 shall apply to teachers who hold a Life Teaching Certificate and who shall have completed fifteen (15) semester hours of approved work on a college level; or to teachers who hold a Baccalaureate Degree and a valid Teaching Certificate and who shall have completed fifteen (15) semester hours of approved graduate work.

Effective the 1985-86 contract year, no teacher shall be placed on Level 2 (BA+15). Teachers who have earned credit for these levels prior to September 1, 1985 shall continue to be compensated at these levels. Also, any teacher currently on Level 2 shall continue to be compensated at that Level.

3. Level 3 shall apply to teachers who hold a Life Teaching Certificate and who shall have completed thirty (30) semester hours of approved work on a college level; or to teachers who hold a Baccalaureate Degree and a valid Teaching Certificate and who shall have completed thirty (30) semester hours of approved graduate work.

Effective the 1985-86 contract year, no teacher shall be placed on Level 3 (BA+30). Teachers who have earned credit for these levels prior to September 1, 1985 shall continue to be compensated at these levels. Also, any teacher currently on Level 3 shall continue to be compensated at that Level.

4. Level 4 shall apply to teachers who have completed forty-five (45) semester hours of approved graduate work beyond the Baccalaureate Degree and who hold a valid Teaching Certificate; or to teachers who hold a Life Teaching Certificate and who have completed forty-five (45) semester hours of approved work on a college level.

Effective September 1, 1982, no teacher shall be placed on Level 4 (BA+45). Teachers who have earned credit for this level prior to September 1, 1982 shall continue to be compensated at this level. Also, any teacher currently on Level 4 shall continue to be compensated at this level.

5. Level 5 shall apply to teachers who shall have completed sixty (60) semester hours of approved graduate study subsequent to the receipt of the Baccalaureate Degree and a valid Teaching Certificate; or to teachers who hold a Life Teaching Certificate and who have completed sixty (60) semester hours of approved work on a college level.

Effective July 1, 1980, no teacher will be placed on Level 5 (BA+60). Teachers who have earned credit for this level prior to July 1, 1980 shall continue to be compensated at this level.

6. Level 6 shall apply to teachers who hold a Master's Degree and valid Teaching Certificate.

7. Level 7 shall apply to teachers who hold a Master's Degree and a valid Teaching Certificate and who have completed fifteen (15) semester hours of approved graduate study subsequent to the receipt of the Master's Degree.

Effective July 1, 1998 no teacher shall be placed on Level 7 (MA+15). Any teacher currently on Level 7 shall continue to be compensated at that Level and teachers who have earned credit for this Level prior to September 1, 1998 shall be compensated and continue to be compensated at that Level. Existing staff shall have a two (2) year 'grace period' (from July 1, 1998 to June 30, 2000) in which to reach the MA+15 Level.

8. Level 8 shall apply to teachers who hold a Master's Degree and a valid Teaching Certificate and shall have completed thirty (30) semester hours of approved graduate study subsequent to the receipt of the Master's Degree.

9. Level 9 shall apply to teachers who hold a Master's Degree and a valid Teaching Certificate and shall have completed forty-five (45) semester hours of approved graduate study subsequent to the receipt of the Master's Degree.

Effective July 1, 1998 no teacher shall be placed on Level 9 (MA+45). Any teacher currently on Level 9 shall continue to be compensated at that Level and teachers who have earned credit for this Level prior to September 1, 1998 shall be compensated and continue to be compensated at that Level. Existing staff shall have a two (2) year 'grace period' (from July 1, 1998 to June 30, 2000) in which to reach the MA+45 Level.

10. Level 10 shall apply to teachers who have a Master's Degree and a valid Teaching Certificate and shall have completed sixty (60) semester hours of approved graduate study subsequent to the receipt of the Master's Degree.

11. Level 11 shall apply to teachers who have a Master's Degree and a valid Teaching Certificate and shall have completed ninety (90) semester hours of approved graduate study subsequent to the receipt of the Master's Degree.

12. Level 12 shall apply to teachers who have been granted a Doctoral Degree and who hold a valid Teaching Certificate.

13. Courses, including online and video courses, may be taken for credit when approved in advance in writing by the Superintendent. Graduate courses for which more than three (3) credits are granted by the offering institution shall require the Superintendent's concurrence. Upon the recommendation of the Superintendent, transfer to the succeeding level within this schedule may be affected on September 1, or February 1, for work completed prior to the aforesaid dates and for which no previous credit has been given. Official transcripts are necessary to document the courses taken for salary increment and must be received in the Superintendent's office no later than October 1, or March 1. When a teacher anticipates that he/she will accrue sufficient credits to affect a transfer on the salary schedule, he/she shall so inform the Superintendent in writing. Such written notice shall be received in the Superintendent's office at least two (2) months prior to the effective date of the salary change.

14. Beginning with the 1992-93 school year, to advance from one salary column to another, six (6) of the fifteen (15) credits must be from an accredited college or university. Effective September 2, 2003, to advance from MA to MA+30, or to advance from MA+30 to MA+60, or advance from MA+60 to MA+90, a bargaining unit member must complete a minimum of 15 credits from an accredited college or university having been approved for graduate credit by the Superintendent of Schools.

15. Department Chairpersons and Middle School Team Leaders, when so designated by the Board of Education, with eight (8) or fewer people in their department, including the Chairperson/Team Leader shall receive \$1,716 for the 2002-03 school year; \$1,776 for the 2003-04 school year; \$1,838 for the 2004-05 school year; \$1,903 for the 2005-06 school year.

Department Chairpersons and Middle School Team Leaders, when so designated by the Board of Education, with nine (9) or more people in their department, including the Chairperson/Team Leader shall receive \$2,083 for the 2002-03 school year; \$2,156 for the 2003-04 school year; \$2,231 for the 2004-05 school year; \$2,309 for the 2005-06 school year.

Counselors, when so designated by the Board of Education shall receive \$3,332 for the 2002-03 school year; \$3,449 for the 2003-04 school year; \$3,569 for the 2004-05 school year; \$3,694 for the 2005-06 school year school year, in addition to their regular scheduled annual salary. Counselors, who receive a contractual stipend, will work until 4:00 p.m. Monday through Thursday, September 1 through June 30.

Academic Learning Specialists in each year of the Agreement shall receive \$697 for the 2002-03 school year; \$721 for the 2003-04 school year; \$747 for the 2004-05 school year; \$773 for the 2005-06 school year.

All differentials paid shall not be considered as a part of the base salary for the purposes of computing salary increases.

15. The previous teaching experience of new appointees shall be evaluated by the Superintendent of Schools. Upon the recommendation of the Superintendent of Schools, and with the approval of the Board of Education, the new appointee shall be placed at the time of appointment on the step of the salary schedule reflecting the evaluated credit as allowed.

16. Advancement to the next step of the salary schedule shall be effected as follows: a bargaining unit member hired between September 1 and January 31, will move to the next salary step on September 1 of the following school year. A bargaining unit member hired between February 1 and June 30, will move to the next salary step on February 1 of the following school year.

The anniversary dates for bargaining unit members currently on staff will be adjusted to conform to the above paragraph.

17. A service increment of \$500.00 shall be granted to all bargaining unit members who shall have completed fifteen (15) years of full time teaching service in the Port Chester Public Schools. A service increment of \$1,000.00 shall be granted to all bargaining unit members who shall have completed twenty (20) years of full time teaching service in the Port Chester Public Schools. A service increment of \$2,000.00 shall be granted to all bargaining unit members who shall have completed twenty-five (25) years of full time teaching service in the Port Chester Public Schools. A service increment of \$3,000 shall be granted to all bargaining unit members who shall have completed thirty (30) years of full time teaching service in the Port Chester Public Schools.

18. There are two (2) types of substitute teachers: those known as "short term" substitutes and those specified as "long term" substitutes.

A. A "short term" substitute is one who is assigned by the day to take the place of a teacher who happens to be out because of a brief absence. A "long term" substitute is a person who is assigned to a regular position to take the place of a regular teacher who is absent on maternity leave, sick leave, etc.

Effective with the 2003-2004 school year, Substitute Teachers shall be compensated using the following scale:

\$65 per day	Random daily placements (Substitute Teacher has completed at least two years of college but has not received a BA/BS Degree)
\$75 per day	Random daily placements (Substitute Teacher possesses a BA/BS or MA/MS Degree)
\$100 per day	Substitute Teacher serves in the same assignment for one month or more, but less than three months.
\$125 per day	Substitute Teachers serves in the same assignment for more than three months (Special circumstances as determined by the Superintendent).
Step/Level	Substitute Teacher serves in the same assignment for at least one (1) semester.

APPENDIX B

ADDITIONAL COMPENSATION

Compensation exclusive of the salary schedule:

- A. Instructional/Tutorial service, summer school remuneration, curriculum writing and training services provided by certified teachers shall be compensated as follows:

July 1, 2002 – June 30, 2003	\$25.00 per hour
July 1, 2003 – June 30, 2004	\$30.00 per hour
July 1, 2004 and thereafter	\$32.00 per hour

- B. Those bargaining unit members who are scheduled in more than one (1) school in a given day during the school year shall be reimbursed at the rate per mile allowed by the United States Internal Revenue Service.

This mileage will be computed on the basis of the mileage information listed below. Claims for such reimbursement may be made on a semi-annual basis in December and June.

Mileage Between Schools

Middle School to Senior High	.6	King Street to Park Avenue	1.1
Middle School to Park Avenue	.9	King Street to Edison	1.4
Middle School to King Street	1.8	King Street to Kennedy	2.0
Middle School to Edison	1.7	King Street to Middle School	1.8
Middle School to Kennedy	1.2	King Street to Senior High	1.3
Senior High to Middle School	.6	Edison to Kennedy	1.2
Senior High to Park Avenue	.3	Edison to King Street	1.4
Senior High to King Street	1.3	Edison to Park Avenue	1.2
Senior High to Edison	1.5	Edison to Middle School	1.7
Senior High to Kennedy	1.6	Edison to Senior High	1.5
Park Avenue to King Street	1.1	Kennedy to Park Avenue	1.3
Park Avenue to Edison	1.2	Kennedy to King Street	2.0
Park Avenue to Kennedy	1.3	Kennedy to Edison	1.2
Park Avenue to Middle School	.9	Kennedy to Middle School	1.2
Park Avenue to Senior High	.3	Kennedy to Senior High	1.6

- C. Breakfast duty shall be remunerated at \$23 per hour for the life of the Agreement.



D. Middle School and Senior High School teachers, accepting a sixth (6th) teaching period per day, shall receive additional compensation as follows:

July 1, 2002 – June 30, 2003	\$5,000 per annum
July 1, 2003 – June 30, 2004	\$5,000 per annum
July 1, 2004 – June 30, 2005	\$5,500 per annum
July 1, 2005 – June 30, 2006	\$6,000 per annum

EXTRA PAY - EXTRA WORK

<u>Activity</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
Football Varsity	5,859	6,064	6,276	6,496
Football Assist 1st	3,779	3,911	4,048	4,190
Football Assist 2nd	3,779	3,911	4,048	4,190
Football Assist 3rd	3,779	3,911	4,048	4,190
Football Assist 4th	3,779	3,911	4,048	4,190
Football JV	3,779	3,911	4,048	4,190
Football JV Asst.	2,835	2,934	3,037	3,143
Football Modified	3,213	3,325	3,442	3,562
Football Modified Asst.	1,918	1,985	2,055	2,127
Soccer Varsity	3,590	3,716	3,846	3,980
JV Soccer	2,637	2,729	2,825	2,924
Modified Soccer	2,268	2,347	2,430	2,515
Cheerleaders	3,400	3,519	3,642	3,770
JV Cheerleaders	2,458	2,544	2,633	2,725
Basketball Varsity Boys	4,818	4,987	5,161	5,342
Basketball JV Boys	3,117	3,226	3,339	3,456
Basketball Modified Boys	2,458	2,544	2,633	2,725
Volleyball Varsity Girls	3,779	3,911	4,048	4,190
Volleyball JV Girls	2,644	2,737	2,832	2,931
Modified Volleyball	2,363	2,446	2,531	2,620
Basketball Varsity Girls	4,157	4,302	4,453	4,609
Basketball JV Girls	2,458	2,544	2,633	2,725
Softball Coach Varsity	3,779	3,911	4,048	4,190
Softball Varsity Assistant	1,869	1,934	2,002	2,072
Softball JV Coach	2,458	2,544	2,633	2,725
Softball Modified Girls	2,363	2,446	2,531	2,620
Varsity Wrestling Coach	4,346	4,498	4,656	4,818
JV Wrestling Coach		3,226	3,339	3,456
Wrestling Modified Coach	2,458	2,544	2,633	2,725
Baseball Varsity Coach	4,441	4,596	4,757	4,924
Baseball Varsity Assistant	1,869	1,934	2,002	2,072
Baseball JV "A" Coach	2,927	3,029	3,135	3,245
Baseball Modified	2,458	2,544	2,633	2,725
Tennis Coach Boys	2,268	2,347	2,430	2,515
Baseball JV "B"	2,927	3,029	3,135	3,245
Tennis Coach (Girls)	2,268	2,347	2,429	2,514
Track Coach B&G Varsity	3,590	3,716	3,846	3,980
Track Assistant	2,363	2,446	2,531	2,620
Cross Country Varsity	2,645	2,738	2,833	2,933
Cross Country Modified	2,268	2,347	2,430	2,515
Golf (Intramural)	1,684	1,743	1,804	1,867
Bowling	2,645	2,738	2,833	2,933
Mod. Volleyball	2,363	2,446	2,531	2,620

<u>Activity</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
Drama	4,536	4,695	4,859	5,029
Color Guard	1,702	1,762	1,823	1,887
Band Director	4,911	5,083	5,261	5,445
Band Assist.	2,533	2,622	2,713	2,808
Port Light	2,268	2,347	2,430	2,515
Tamarack Tower	1,134	1,174	1,215	1,257
Peningian	3,403	3,522	3,645	3,773
G.O Fund	1,715	1,775	1,837	1,901
Drama MS	1,701	1,761	1,822	1,886
Ram Page	963	997	1,032	1,068
Choral Director	1,701	1,761	1,822	1,886
Middle School Show Choir	757	783	811	839
Middle School Band (2 parades)	571	591	612	633
Advisor - Senior Class	947	980	1,014	1,050
Advisor - Junior Class	947	980	1,014	1,050
Advisor - Sophomore Class	467	483	500	518
Advisor - Freshman Class	467	483	500	518
Jazz Ensemble-HS	1,701	1,761	1,822	1,886
Stage Band-Middle	936	969	1,003	1,038
Student Council Advisor (MS)	888	919	951	985
Student Senate Advisor( HS)	888	919	951	985
Memory Book Advisor-Middle	1,889	1,955	2,024	2,094
Computer Liaisons	1,376	1,424	1,474	1,526
ElemScience Liaison	2,070	2,142	2,217	2,295
Cable TV Production	3,333	3,450	3,570	3,695
Planetarium Facilitator	4,672	4,836	5,005	5,180
Culture Club Advisor	438	453	469	486
National Honor Society	438	453	469	486
National Jr. Honor Society	438	453	469	486
Spanish Club	445	461	477	493
French Club	445	461	477	493
Italian Club	445	461	477	493
Science Olympiad	445	461	477	493
WebSite Coordinator	1,376	1,424	1,474	1,526
Cable TV Programmer	1,553	1,607	1,664	1,722
6th Grade Band Director-2 parades	571	591	612	633
Royal Steppers	445	461	477	493
Chairpersons (8)	1,716	1,776	1,838	1,903
Chairpersons (9)	2,083	2,156	2,231	2,309
Guidance	3,332	3,449	3,569	3,694

<u>Activity</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
Team Leaders	1,716	1,776	1,838	1,903
E/LA Coordinator Grades 4-12	3,500	3,500	3,500	3,500

Peer Leadership Program in the High School shall be staffed minimally by 1 PLG Coordinator and 2 PLG advisors and shall be funded by the district in the total amount of \$7,500 per year

Math Academic Learning Specialist	697	721	747	773
S.S. Academic Learning Specialist	697	721	747	773
Science Academic Learning Specialist	697	721	747	773
Unified Arts Coordinator	348	360	373	386

