

# **AGREEMENT**

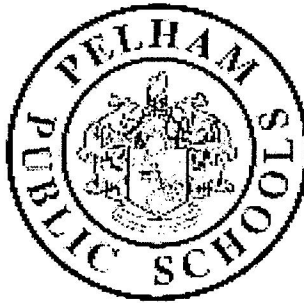
**between the**

**BOARD OF EDUCATION**

**PELHAM UNION FREE SCHOOL DISTRICT**

**and the**

**PELHAM TEACHERS' ASSOCIATION**



***Inspiring a Standard of Excellence for All Students***

**July 1, 2016 – June 30, 2020**

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## **PREAMBLE**

The Board of Education of the Pelham Union Free School District and the Pelham Teachers' Association acknowledge a common and foremost objective: to provide, within the context of their respective abilities and functions, the best education possible for the children and youth attending the Pelham Public Schools.

The nature of education desired by the community and by the teachers of Pelham for the children of the School District further requires that a wide range of classroom and extra-classroom activities be directed to the task of bringing each student's intellectual, emotional, and physical potential and his/her social consciousness into full fruition.

The Board and the Association concur that these objectives can best be achieved by the combined efforts of the Board of Education, the school administration, and the Pelham Teachers' Association. To this end all groups agree that subsequent joint study, deliberation, or negotiation on policies relative to terms and conditions of employment will be conducted in good faith and within the framework of the common and foremost objectives acknowledged herein.

Dedicated to these objectives and principles, the Board and the Association, pursuant to the Public Employee's Fair Employment Act, Article 14 of the Civil Service Law of the State of New York ("Taylor Law"), do here set forth the following as the terms and conditions of their mutual agreement and understanding, acknowledging that the same were duly, fairly, and fully negotiated in accordance with the provisions of such law.



## **ARTICLE I: RECOGNITION AND NEGOTIATIONS**

### **Section 1. Recognition**

- A. The Pelham Teachers' Association (hereinafter "Association") is officially recognized by the Pelham Board of Education (hereinafter "the Board") as having unchallenged representation status as the representative of a negotiating unit which the Board has defined to include full-time and part-time professional employees of the Board, including occupational therapist(s), except such unit shall not include those employees involved in primarily administrative positions. For the term of this contract, Department Chairpersons shall not be deemed to be primarily administrative employees.

Any occupational therapist employed by the District shall be subject to all other terms and conditions of employment contained the Agreement between the Association and the District.

- B. The Association recognizes the Board as the elected representative of the people of Pelham, legally charged with the responsibility of setting policies governing the educational operation of the District. The Board retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by applicable laws and the constitution of the State of New York and retains those rights, powers, and authority not abridged or modified by this Agreement.

### **Section 2. Negotiations**

The Parties mutually agree to negotiate collectively the salaries, hours, and other terms and conditions of employment affecting members of the negotiating unit and in the determination and administration of grievances arising thereunder in accordance with the Taylor Law. The Board agrees not to negotiate with any employee group or organization other than the Association in regard thereto.

### **Section 3. Legislative Body Approval**

In accordance with Civil Service Law, Section 204-a, "It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval."

## ARTICLE II: SALARIES

### Section 1. Salary Schedule

The agreed-upon salary schedule for the 2016-2017, 2017-2018, 2018-2019 and 2019-2020 fiscal years shall be attached hereto as Appendix A and become a part of this Agreement for such fiscal years.

- A. Effective July 1, 2016: Two new steps shall be added to the salary grids for teachers and guidance counselors/psychologists at Step 4(a) and Step 6(a). The value of each new step will be determined by calculating half the value of current steps 4 and 5 and current steps 6 and 7.
- B. Effective July 1, 2016: There shall be a salary increase equal to three-quarters of a percent. Additionally, each unit member will receive a payment of \$2,000 which will not be added to base salary. Such payment will be made as a lump sum by December 15, 2016. This payment is non-recurring.
- C. Effective July 1, 2017: There shall be a salary increase equal to three-quarters of a percent. Additionally, each unit member will receive a payment of \$2,000 which will not be added to base salary. Such payment will be made as a lump sum by December 15, 2017. This payment is non-recurring.
- D. Effective July 1, 2018: There shall be a salary increase equal to one percent.
- E. Effective July 1, 2019: There shall be a salary increase equal to one percent.
- F. Effective July 1, 2016, longevity payments for teachers and guidance/counselors/psychologists with 20 or more years in Pelham shall increase by \$500.
- G. Effective July 1, 2016, longevity payments for teachers and guidance counselors/psychologists with 25 or more years in Pelham shall increase by \$800.
- H. Effective July 1, 2016, a new longevity payment for teachers and guidance counselors/psychologists with 30 or more years in Pelham shall be created, with a payment amount equal to the longevity payment for teachers and guidance counselors/psychologists with 25 or more years in Pelham plus \$2,500.

## **ARTICLE II: SALARIES (continued)**

- I. Any work performed by psychologists and/or guidance counselors between the last day of the school year and the ten days prior to the start of the school year shall be paid at the contractually agreed upon hourly rate for teachers.

### **Section 2. Semi-Monthly Pay Schedule**

Salaries shall be payable semi-monthly. The schedule of semi-monthly pay dates for each ensuing fiscal year shall be comprised of nineteen payments of 1/24 of a teacher's annual salary and one payment of 5/24 of that teacher's annual salary. Salary checks will be delivered to teachers on the day preceding the date of the check, with the exception of the final salary check which will be withheld until all duties and responsibilities outlined in the teachers' annual check-out list have been completed.

### **Section 3. Principles for Application of Salary Schedule**

The principles to be followed in the application of the Teachers' Salary Schedule shall be attached hereto as Appendix C and become a part of this contract.

## ARTICLE III: TEACHING CONDITIONS

### Section 1. Class Grouping (Grades 6 – 12)

- |          |   |
|----------|---|
| Standard | - a class composed of students considered to have special academic needs in a core subject required for graduation.   |
| Regular  | - a class composed of students considered to have average or upper average learning ability in the particular subject who are enrolled in a course not based on the Regents curriculum. |
| Regents  | - a class composed of students considered to have average or upper average learning ability in the particular subject who are enrolled in a course based on the Regents curriculum.     |
| Honors   | - a class composed of students considered to have a capacity for academic work more advanced than available in other class groupings.   |
| AP       | - AP level courses present college-level work and all students are expected to take an AP examination.  |

### Section 2. Class Size (Grades K – 12)

#### A. Limits

Contingent upon adequate physical facilities and scheduling feasibility, the maximum size of a Modified class shall be fifteen students; the maximum size of all other classes, except where classes are combined for the purpose of large-group instructions shall be twenty-three for kindergarten and twenty-eight for all others.

If these limits are exceeded, one of the following options shall be utilized:

1. A new section will be created.
2. A teacher aide/teaching assistant will be employed and assigned to the class exceeding the above limits.

#### B. Waiver of Provision

The Superintendent may decide, after consulting with the President of the Association and the teachers of the classes in question, that, in specific instances, school or class enrollments necessitate a waiver of the above provisions. In connection with each such determination, the Superintendent

### **ARTICLE III: TEACHING CONDITIONS (continued)**

will state in writing his/her evaluation of the full implications the waiver will have on the educational, financial, and employment practices of the District. No tenured teacher will be dismissed as a result of a waiver. In no case will a class size exceed thirty.

#### **C. Physical Education (Grades 6-12)**

Provided that four separate indoor physical education teaching stations are made available, a Middle School-Senior High School physical education class size may reach but not exceed thirty-five.

#### **D. Oversize Class-Classes in Science and Technology Department**

If a teacher in the science or technology department judges that the safety of students is being compromised or jeopardized due to a class size enrollment which is too large for the available spaces in the classroom, that teacher may appeal the creation or continuation of the alleged oversize class to a building committee for review.

Such committee will be appointed for a term of three years and shall consist of two teacher representatives appointed by the Association Executive Board and two representatives appointed by the Superintendent. The recommendation for the committee will be made to the Superintendent within 10 days of the written appeal by the teacher.

### **Section 3. Teaching Load (Grades 6-12)**

#### **A. Typical Teaching Assignment**

Five periods a day and thirty periods per six day cycle shall be considered to be a typical teaching assignment unless existing physical facilities or scheduling to meet student needs requires otherwise.

#### **B. Duty Assignment**

In lieu of the typical extra duty supervisory assignment to a study hall, study center, the information center, or cafeteria, a teacher may be assigned to a study center in the teacher's academic area of responsibility for the purpose of assisting students with homework, student projects and academic intervention services. Such assignment for academic assistance will not include supervision of the study center, nor will teachers be expected to prepare lesson plans or to issue grades for such an assignment. In no way will the roster for this academic assistance exceed five (5) students.

### ARTICLE III: TEACHING CONDITIONS (continued)

#### C. Consecutive Teaching Periods

Given scheduling feasibility, no teacher shall be assigned more than one hundred and twenty (120) consecutive minutes of teaching in one day.

#### D. Relief from an Atypical Assignment of Teaching Periods

A teacher assigned four or more consecutive teaching periods in a day shall have no other scheduled duty on that day. A teacher assigned six teaching periods in one day shall have no other scheduled duty on that day.

#### E. Typical Time Allocation per Class

Except upon departmental or individual request or concurrence, unless existing physical facilities or scheduling to meet students' needs requires otherwise, the typical time allocation per class shall be one period.

#### F. Daily Planning Period

All teachers shall have a daily preparation period of not less than one period.

#### G. Duty-Free Lunch

All teachers shall have a duty-free lunch period of not less than one period daily.

#### H. Sixth Teaching Assignment

A tenured teacher may accept a sixth teaching assignment and be relieved of all non-teaching duties. The teacher may exercise this option on a yearly basis subject to the following conditions:

1. Teachers who volunteer to teach an additional sixth (6<sup>th</sup>) class will be compensated as follows: **\$47.00** per hour in **2016-2017**; **\$48.00** per hour in **2017-2018**; **\$51.00** per hour in **2018-2019**; **\$52.00** per hour in **2019-2020**. Such compensation will be computed by multiplying this hourly rate by 90 for a semester/half year course and by 180 for a full year course which results in the following:

<b>2016-2017</b>	<b>\$4,230/\$8,460/\$10,575</b>
<b>2017-2018</b>	<b>\$4,320/\$8,640/\$10,800</b>
<b>2018-2019</b>	<b>\$4,590/\$9,180/\$11,475</b>
<b>2019-2020</b>	<b>\$4,680/\$9,360/\$11</b>

### ARTICLE III: TEACHING CONDITIONS (continued)

2. Assignment of a sixth class will be made at the request of the teacher; no coercion will be exercised by the administration to cause any teacher to accept a sixth-class assignment.
  3. Effective November 1, 2014 teachers in the Science 7-12 Tenure Area who volunteer to teach an additional sixth (6th) class that has a laboratory period required by the New York State Education Department will be compensated as follows: \$44.00 multiplied by 1.25 per hour worked to yield an hourly rate which number will then be multiplied by 90 for a semester/half year course and by 180 for a full year course, thereby resulting in additional compensation as follows: \$4,950/\$9,900. It is understood that the rate(s) will be pro-rated per diem based upon the length of the time the teacher is providing coverage in this class.
  4. Extra duties normally assigned to the teacher electing the sixth-class option will not be assigned to another teacher or to teaching assistants employed to supervise resource centers.
  5. A number of extra duties normally assigned to the teacher electing the sixth-class option will be covered by paraprofessionals employed for that purpose.
  6. No reduction in staff, except by natural attrition, will be made in the term covered by this Agreement, for the purpose of implementing the sixth-class option.
- I. Preparation Time Preceding Laboratory for Home Economics
- Given scheduling feasibility and physical facilities, at least one-half period of preparation time will be assigned to a Home Economics teacher immediately preceding a laboratory class.
- J. Teachers Assigned to Two Schools
- Any teacher assigned to two or more schools should be assigned to perform additional duties in one school only.

### ARTICLE III: TEACHING CONDITIONS (continued)

#### K. AP Classes/Exemptions for Supervisory Periods

Teachers with three AP classes shall have four classes and no scheduled supervisory duties; teachers with one or two AP classes without a seminar and/or lab shall have five classes and will have 120 minutes of supervisory duties. This accommodation in assignments is provided in recognition of additional responsibilities and time required of teachers of A.P. courses.

Everyone is expected to perform a supervisory duty with the following exceptions:

1. Teachers who travel between buildings as shared staff except between the HS and MS shall be exempt from supervisory duty on days they travel.
2. The Union President and Grievance Chairperson.
3. Science teachers with labs shall be exempt from  $\frac{1}{2}$  supervisory assignments in a cycle.
4. Special education teachers who are expected to provide extended time for tests and other IEP related responsibilities, unless needed up to two periods per cycle.

#### L. Exemptions to Supervisory Duties

Exemptions to supervisory duties may only be made by mutual agreement between the superintendent and association president.

### Section 4. Number of Preparations

#### A. Daily Planning Period

Wherever possible, a teacher of grades 6 – 12 will not be assigned a teaching schedule that will require more than three distinctly different preparations per day. For purposes of this Section, the number of required preparations shall be equal to the number of different subjects, grade levels, or ability levels that must be planned for each day by a teacher to meet the requirements of a teaching assignment.



### **ARTICLE III: TEACHING CONDITIONS (continued)**

#### **B. Guidelines for Secondary and Middle School Assignments**

Whenever currently possible and as soon as practicable, the following guidelines will be implemented in the secondary and middle schools subject to Section 3 of this Article.

1. Preparation periods should be scheduled after no more than three consecutive teaching periods.
2. The number of room changes required of a teacher should be held to a maximum of two, not including study hall assignments.
3. The number of different lesson preparations should be kept at the minimum consistent with the nature of the subject, the size of the department, the special offerings of the department, and the special competencies and requests of the teacher.

#### **Section 5. Teaching Load (Grades K – 5)**

##### **A. Preparation Periods**

Teachers of grades K – 5, classroom and special, shall have a daily preparation period of not less than forty minutes.

##### **B. Duty-Free Lunch**

All teachers shall have a duty-free lunch period of not less than sixty minutes daily.

##### **C. Consecutive Teaching Hours**

Given schedule feasibility, no elementary classroom teacher shall be assigned more than three (3) consecutive teaching hours in one day.

##### **D. Attendance Registers**

Teachers shall not be required to prepare five-week cumulative records of attendance for their students, but shall be required to maintain daily attendance registers and to submit such registers to the school office as requested.

### ARTICLE III: TEACHING CONDITIONS (continued)

#### E. Parental Conferences

Should one-half (1/2) day be restored by the New York State Commissioner of Education, or other governing agencies, for attendance purposes, a minimum of four half-days per marking period shall be scheduled for parental conferences.

#### F. Substitute for Parental Conferences

An elementary school teacher with more than twenty-eight students on his/her register shall be given a substitute during school hours, if needed to complete parental conferences, the date to be determined by the principal and the teacher involved.

### Section 6. Compensation for Additional Assignments (K-12)

- A. With the approval of the building principal a teacher substituting for another teacher's class or a teacher absorbing another teacher's class on a voluntary basis shall be paid for the following rate per class: \$47.00 per hour – 2016-2017; \$48.00 per hour – 2017-2018; \$51.00 per hour – 2018-2019; \$52.00 per hour - 2019-2020. There will be no undue duress from the Association or the administration for a teacher to volunteer for such assignment.
- B. Teachers approved by the Board or its designee for authorized home tutoring will be paid at the hourly rate of \$52.00. No home tutoring will be done during regular school hours (7:45 a.m. to 3:00 p.m.) except in extraordinary cases as may be approved by the administration.
- C. Teachers participating in summer, weekend, or after-school workshops will be paid at the following rate per hour effective July 1 of that year: 2016-2017 - \$47.00; 2017-2018 - \$48.00; 2018-2019 - \$51.00; 2019-2020 - \$52.00.
- D. Teachers participating in a required academic overnight trip will be paid at the rate of \$150.00 per night. If an off-campus classroom trip extends five (5) hours beyond the regular school day then the teacher will be compensated at the rate of \$50.00.
- E. Extended time for grading exams: Any teacher who is required to work beyond 3:30 p.m. to grade a state or district mandated exam, including any teacher required to "team grade" exams, shall be compensated at the following rate per hour: 2016-2017 - \$47.00; 2017-2018 - \$48.00; 2018-2019 - \$51.00; 2019-2020 - \$52.00

### **ARTICLE III: TEACHING CONDITIONS (continued)**

#### **Section 7. Teaching Load, Association President**

Arrangements will be mutually agreed upon annually by the President of the Association and the Superintendent to provide the President with adequate opportunity to carry on the work of the Association.

#### **Section 8. Length of School Day and Year**

##### **A. School Day**

It is the obligation of all teachers to arrive at school each day in time to attend pre-school duties and to remain after school to help pupils, to meet with parents and administrators to attend professional meetings, and to fulfill other assigned duties. The implementation of this provision shall be a matter of mutual concern and cooperation among the Association, the administration, and the Board. The length of the school day at all levels and in every building will be six hours and fifty-six minutes. The configuration of the schedule within such school day shall be the prerogative of the District so long as it is consistent with the terms of this agreement.

##### **B. School Year**

The teachers' school year shall begin the day after Labor Day and shall continue during June until all duties and responsibilities outlined in the teachers' annual check-out list, including the duties assigned to selected teachers for high school graduation, have been completed. Newly employed teachers shall, if requested, be present one or more days during the prior to Labor Day for the purpose of orientation and shall be expected to attend three after-school meetings for the same purpose; no meeting shall be scheduled during the first week of school; no more than one meeting shall be scheduled in any subsequent week.

##### **C. Final Week of the School Year**

In the elementary schools, dismissal of the students at noon on Wednesday and Thursday of the final week of the school year will enable the teachers to complete their duties and discharge their responsibilities for closing the school year.

### ARTICLE III: TEACHING CONDITIONS (continued)

#### D. School Calendar

The Superintendent or his/her designee will consult with the President of the Association in regard to the school calendar prior to the Superintendent's presentation of the school calendar to the Board for adoption.

#### E. Curriculum Evaluation Half Days

On the equivalent of three school days during the school year, classes may be dismissed to allow for curriculum evaluation, revision, and planning by teachers.

#### F. First Day – Opening Day

On opening day all administrative activities will end by noon so that teachers can prepare to meet the individual needs of the students and to prepare their classrooms. For the purpose of this clause, opening day shall refer to the day before school opens for the first day of classes.

#### G. First Day of Classes

In the elementary school the students will be dismissed at noon on the first student day in attendance in September to enable the teachers to complete duties and discharge responsibilities for opening the school year.

#### H. Flexible Schedule

On any day on which instructional responsibilities for which a teacher has volunteered require that the teacher begin the school day prior to the regularly scheduled first period, the length of that teacher's school day will be shortened to bring it into conformity with that of the remainder of the staff. No pressure will be exerted on any teacher to volunteer for such an assignment. It is understood that presence at faculty and department meetings are the only required meetings.

### Section 9. After-School Meetings

After-school meetings involving members of the teaching staff are regarded as a necessary and important aspect of the teachers' responsibility. To permit full participation of staff and to avoid conflicts between groups meeting for different purposes, e.g., Association, Faculty Council, regular faculty meetings, departmental meetings, curriculum study groups, and other special committees, the parties agree to the following:

### **ARTICLE III: TEACHING CONDITIONS (continued)**

- A. The frequency of regular meetings shall be based upon the nature and purpose of the meetings and shall be decided upon by a majority of the group members.
- B. The following times will be reserved for after school meetings: from fifteen (15) minutes after the end of the student day until one hour and thirty (30) minutes after the end of the student day.
- C. Priorities for regular meetings will be given as follows: Teachers' Association on Mondays; regular curriculum study group meetings on Tuesdays; regular faculty meetings, departmental meetings, and Faculty Council meetings on Wednesdays; any other meetings involving professional staff will be scheduled on Thursdays.
- D. Special meetings of an urgent nature, which cannot be scheduled for the day of the week reserved for that purpose, may be scheduled for another day, only after the alternate day has been cleared by the groups for which that day has been reserved.

#### **Section 10. Teacher Evaluation**

##### **A. Purpose and Procedure**

- 1. Teacher evaluation and supervision shall be for the purpose of improving the instructional program and for no other purpose. Classroom visitation for the purpose of evaluation will be followed by a conference with the teacher. A written evaluation may be made and shall be made if requested by the teacher.
- 2. The Board and the Association recognize that teacher evaluations may be used by either party in proceedings involving a teacher. Teacher evaluations may not be used for the purpose of harassment. No written evaluation shall be submitted to any other person unless it has been signed by the teacher or endorsed with a statement signed by such supervisor that the teacher has refused to sign it.
- 3. A master file for each teacher shall be maintained at the Central Administration Building. In the event that a full or partial duplicate of that file, or a supplementary file, is maintained at any other location, that fact and such other location shall be noted in the master file. Upon request, a teacher shall have access to his/her file, master or supplementary file, exclusive of references requested or furnished on a confidential basis. All records maintained in a teacher file, exclusive of references requested or furnished on a confidential basis, shall be made available to the teacher at his/her request.

### **ARTICLE III: TEACHING CONDITIONS (continued)**

4. To the extent permitted by law, duplication of materials in a teacher's personnel file shall be limited to the Superintendent, Central Office Administrators, their secretaries, the teacher's immediate administrator and the teacher who is the subject of such file.

#### **B. Review of Tenured Teachers**

The performance of tenured teachers shall be reviewed annually in line with Board policy. In the event that the review establishes areas of deficiency, it shall be the obligation of the administration to point out and discuss those areas with the teacher.

#### **C. Review of Probationary Teachers**

Probationary (non-tenured) teachers will be advised periodically of their status and an annual evaluation will advise them of their prospects for tenure. Whenever practicable, at the end of two years, the principal or Superintendent will advise each probationary teacher whether the prospects for his/her retention as a tenured teacher are then promising. Every assistance to probationary teachers should be extended by administrators, department chairpersons, and their colleagues, and they shall be continually apprised of their performance by supervisory personnel.

### **Section 11. Teacher Evaluation and Records**

#### **A. Personnel Files**

No material shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature and the date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

The teacher will also have the right to submit a written answer to such materials, and his/her answer shall be reviewed and acknowledged by the Superintendent and attached to the file copy.

## **ARTICLE III: TEACHING CONDITIONS (continued)**

### **B. Complaints against Teachers**

Whenever a complaint is registered against a teacher, the administrator shall urge that a conference first be held between the complainant and the teacher in an attempt to resolve the complaint at that level. The administrator may be present, if requested. In any event, no adverse action shall be taken until said teacher has been apprised of the complaint and given an opportunity to be heard by the appropriate supervisor. No written complaint may be placed in a teacher's file unless the above procedures have been followed, and the complainant's statements evaluated.

### **C. Teacher Rights**

When a teacher is required to attend a meeting with an administrator, the teacher shall be informed of the subject of the meeting prior to the meeting. If the teacher believes that disciplinary action will be announced, threatened, or taken, he or she may be accompanied by an Association representative. If in the course of a meeting at which the teacher is not so represented, the teacher believes that the meeting has become a disciplinary one, he or she may adjourn the meeting. This provision does not apply to the post-observation conference provided for in Section 10A, #1 of this Article.

## **Section 12. Student Control, Discipline**

The Board and Administration recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, and teachers assume the responsibility for routine control and maintenance of discipline provided that their action is supported by the administration and the Board.

## **Section 13. Academic Freedom**

### **A. Controversial Issues**

The teacher shall have the right to deal objectively with controversial issues within the context of course content and shall provide, to the best of his/her ability, a fair consideration of all points of view. He/she shall not, by reason of his/her personal beliefs, be a partisan advocate with respect to any controversial issue.

### ARTICLE III: TEACHING CONDITIONS (continued)

#### B. Position on School Matters

Within the framework of professional ethics, the teacher shall have the right to take a position on school matters affecting the educational program or on matters affecting the terms or conditions of his/her employment.

### Section 14. Teaching Assignments and Teaching Schedules

#### A. Determination

The parties agree that the interest of teachers will be consulted and considered relative to teaching and other assignments. In the determination of teacher assignments, consideration will be given, inter alia, to a teacher's preference, his/her special abilities, experience, and training and to the best interests of pupils. Homeroom, study hall, extracurricular activities, etc. shall be assigned in accordance with the principle of equitable distribution. No teacher will be assigned to more than one Standard class without his/her consent.

#### B. Notification

Teachers will be notified in writing no later than May 31 of their teaching assignments for the following school year; teachers will be supplied no later than two weeks prior to the opening of school of the given year with a schedule of their teaching assignments for the following year. Changes will be made, wherever possible, only after prior consultation with the teacher concerned and, wherever possible, with his/her consent. Nothing in this article is intended to preclude making necessary changes in assignments and/or teaching schedules without prior consultation where reasonable efforts to reach a teacher for purpose of such consultation are unsuccessful.



### **ARTICLE III: TEACHING CONDITIONS (continued)**

#### **Section 15. Tuition for Children of Unit Members**

Effective September 2016, all unit members who are not residents of the School District and have children who have been admitted to the schools of the Pelham School District shall be required to pay an annual tuition of \$1,275 per child.

<b>2017-2018</b>	<b>\$1,300. per child</b>
<b>2018-2019</b>	<b>\$1,450. per child</b>
<b>2019-2020</b>	<b>\$1,500. per child</b>

Such payments shall be made as follows:

Fifty percent (50%) will be due by September 1st and the remaining fifty percent (50%) by February 1st each school year 2016-2019.

At the employee(s) option, which shall be confirmed in writing, these amounts may be paid through payroll deduction throughout the school year.

If the aggregate cost to educate unit members' children admitted to the schools of the District pursuant to this Agreement exceeds the cost of the amount collected pursuant to this Agreement then the Agreement shall be reopened on this issue only for purposes of seeking a solution going forward.

It is further understood that this reopener shall allow up to three (3) sessions between the parties to attempt to address the issue of the cost of the education of these students exceeding the amount collected. If no agreeable solution to the parties can be reached, this provision shall sunset on June 30th of the school year in which bargaining on the solution commenced and the right of unit members to nonresident admission to the schools of the District shall cease.

## **ARTICLE IV: TEACHER PARTICIPATION IN CURRICULUM PLANNING AND INNOVATION**

Believing that improvement and enrichment of the educational program and decisions with respect to the determination and evaluation of curricular program, innovations, and major schedule changes affecting the educational program are best achieved through cooperative effort, the parties agree as follows:

### **Section 1. Consultation and Participation**

Teachers shall be consulted by and shall participate with administrators prior to the making of such decisions.

### **Section 2. Teacher Obligation to Participate in Curriculum Development**

#### **A. Improvement of Educational Program**

Teachers, equally with administrators, have an obligation as well as a right to participate in curriculum development and to develop concrete suggestions for improvements and changes enhancing the quality of the educational program and will bring such suggestions to the attention of administrators for joint consideration.

#### **B. Teacher Involvement**

The degree of teacher participation in a total educational program is very often associated with a particular class and/or the program for which a particular teacher is responsible. In the event a teacher feels the need and desire to volunteer to increase his/her participation beyond that specified under this agreement, the officers and members of the Association shall not take any action to discourage or exert influence on that teacher or any teachers in an attempt to alter his/her professionally motivated desire to help his/her students.

## **ARTICLE V: SICK LEAVE, LEAVES OF ABSENCE, BEREAVEMENT, ETC.**

### **Section 1. Absence for Personal Business**

#### **A. Days Allowed**

Three days absence without loss of salary will be allowed a teacher in each school year for personal business as defined below. If an absence for personal business occurs on a Monday or Friday or extends a vacation or holiday period, the Superintendent or his/her designee may request the teacher to confirm orally that the absence meets the requirements of this section. Except when emergency prevents, at least forty-eight hours advance notice of any absence to be occasioned by personal business shall be given to the school principal. Absence allowances for personal business are exclusive of absence allowable under Sections (2) and (3) or this Article. No teacher shall be required to disclose the personal business occasioning any absence, but the parties agree that 'personal business', as used in this section, shall mean matters of a personal nature requiring urgent attention or involving important responsibilities or obligations which cannot be attended to at times when school is not in session, including vacation periods. In the use of personal business days, it is proposed that strict adherence to the contract language be followed (that the matter be of urgent business which cannot be attended to while school is not in session). It is understood that personal days should not, under normal circumstances, be used to attend conventions not directly related to a teacher's field of specialization or to extend vacation or holiday periods.

#### **B. Accumulation**

Unused personal days may be accumulated from July 1, 1978, but may be used only by teachers who have exhausted their sick leave benefits and qualified for long-term disability payments.

### **Section 2. Sick Leave**

#### **A. Allowed Sick Leave**

All teachers shall receive 15 days sick leave annually at full salary, cumulative to 180 days. To avoid any misunderstanding about a teacher's status, each teacher will be advised annually as to his/her accumulated sick leave. A doctor's certificate may be required upon the request of the Superintendent or his/her designee after an absence of three consecutive school days. If an absence occurs on a Monday or Friday or extends a vacation or holiday period, the Superintendent or his/her designee may request the teacher to confirm orally the existence of an illness. All absences chargeable to sick leave in excess of three (3) consecutive days shall run concurrent with FMLA leave to the extent the teacher is eligible for FMLA.

**ARTICLE V: SICK LEAVE, LEAVES OF ABSENCE, BEREAVEMENT, ETC.**  
**(continued)**

**B. Sick Leave Procedure**

If a staff member, for any reason, fails to complete a teacher work day, the following procedure shall be applied: a staff member leaving work during the morning session shall be charged for one half day of sick leave; a staff member leaving during the afternoon session shall be charged sick leave only if a substitute is required.

**C. Serious Illness in Family or of Nearest Relative**

1. A teacher shall be allowed leave with full pay during each school year because of serious illness in his/her immediate family or serious illness of a nearest relative, such time to be charged to accumulated sick leave.
2. Each teacher shall be granted an extended leave of absence without pay for up to one year for the purpose of caring for a seriously ill member of his/her immediate family or a seriously ill nearest relative. The Board may also grant additional leave without pay for this purpose.

**D. Long-Term Illness**

Tenured teachers who, subsequent to having accumulated 70% of their total allotted sick days, exhaust this accumulation due to a long-term illness shall thereafter receive 50% of their monthly pay, for as many months as they have years of service in the Pelham Schools School District, during the continuance of the illness. Partial months shall be compensated on a pro rata basis. The level of payments will be increased from 50% to 60% for teachers who have accumulated both 70% of their total allotted sick days throughout their employment in Pelham and 50% of their total allotted personal days beginning July 1, 1978. Such payments would, until their expiration, replace any disability payments to which the teachers might otherwise be entitled under this Agreement.

**Section 3. Bereavement Leave**

All teachers shall be entitled to leave without loss of pay for whatever days are necessary, but not exceeding five (5) school days at any one time, for death either in the immediate family or of one who (in the opinion of the Superintendent) has lived so close to the teacher as to be considered a member of the immediate family.

**ARTICLE V: SICK LEAVE, LEAVES OF ABSENCE, BEREAVEMENT, ETC.**  
**(continued)**

**Section 4. Definition of "Immediate Family"**

The term "immediate family" means husband, wife, child, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, and any other members of the household of which the teacher is a part.

**Section 5. Observance of Religious Holy Days**

Each teacher shall be allowed up to three days leave each school year with full pay to observe holy days of his/her religion, such leave to be charged to personal business or to accumulated sick leave at the option of the teacher.

**Section 6. Child Care Leave**

Members of the bargaining unit may apply for and will be granted leave without pay for the purposes of child care. Such leave, from the birth or adoption of the child to the teacher's return to duty, may not exceed two (2) years with the understanding that any portion of a school year constitutes a full year for the purposes of this provision. Any such leave shall end at the commencement of a school year. The grant of a child care leave will not preclude a teacher from electing to use sick leave upon the birth of a child consistent with the terms of the sick leave provisions of this agreement.

**Section 7. Attendance at Association Meetings**

Leave to attend the NYSUT Convention and N.Y.S. Retirement System meeting will be granted to the appropriate representatives of the Association and, with the Superintendent's approval, leave will be granted to attend other NYSUT sponsored activities that would benefit the District.

**Section 8. Chronic Lateness and Absenteeism**

Chronic lateness and chronic absenteeism cannot be tolerated by either the Association or the administration. It is to be expected that in the case of persistent lateness or chronic absenteeism appropriate disciplinary action will be taken.

**Section 9. Notification of Intent to Return from Leave**

A teacher on leave of absence shall notify the Superintendent of his/her intent to return to teaching on or before January 31 of the year in which the return to teaching is anticipated. The Superintendent shall advise the teacher of this requirement upon Board approval of the teacher's leave request.

**ARTICLE V: SICK LEAVE, LEAVES OF ABSENCE, BEREAVEMENT, ETC.**  
**(continued)**

**Section 10. Notification of Intent to Retire**

A member of the bargaining unit eligible to retire into the Retirement System shall receive a twelve (12%) percent final annual salary benefit if the member submits an irrevocable resignation for the purpose of retirement no later than the December 1<sup>st</sup> preceding the June 30<sup>th</sup> effective date of the resignation. However, if the bargaining unit member eligible for the benefit set forth herein is absent five (5) days or less (sick and/or personal leave) during the last year of employment, the benefit shall increase by 1% for a total of 13%. These payments are to be placed in a mutually agreed upon 403(b) plan.

**Section 11. Absence for Educational Conferences**

Absence from classroom duties to attend educational conferences or other related activities shall not be deducted from absence allowances, provided that such activities have been approved in advance by the principal and the Superintendent.

## **ARTICLE VI: HEALTH PLAN**

The Board will continue the current health insurance plans including the Statewide School Cooperative Health Plan. If it becomes necessary to replace the SWSCHP, the District shall notify the Association and the parties will immediately form a committee of equal number to review alternate plans. Any change shall be subject to negotiations with the Association. Unless otherwise agreed to by the parties, benefits under a successor agreement shall be equal to or better than those provided by SWSCHP then in effect under the SWSCHP Plan.

In the event that the District is considering converting to another health plan then the District agrees to give the Association sixty (60) calendar days notice prior to the conversion. At the time of such notice, the Board shall also provide details of the plan to which it proposes to change. Within sixty (60) calendar days notice, the Association shall provide the Board with a statement as to its position on whether the new plan is equal to or better than the overall benefit schedule of the current plan. If the Association objects to any portion of the plan it must indicate where the new plan is out of compliance. The parties will work together to resolve areas of alleged non-compliance within thirty (30) calendar days of the Association's submission. Within ninety (90) calendar days of the Board's original notice, the Association may immediately demand expedited arbitration by submitting such a demand to the District.

If the Association does not demand arbitration within the ninety (90) day period, the Board may convert to the proposed plan. If arbitration is demanded the parties will select the first available arbitrator from the following group: John Donoghue, Rose Mary Townley, Joel Douglas, Susan MacKenzie, Howard Edelman. If the arbitrator determines that the proposed plan is not equal to or better than the overall benefit schedule in effect at the time of the proposed conversion, the Board shall be ordered by the arbitrator to enter the Empire Plan within thirty (30) days. If the challenged portion of the proposed plan is equal to or better than the plan in effect at the time of the new proposed conversion, the Board may convert to the new plan. It is understood and agreed that moderate changes in co-pay and deductibles shall not be considered a change in the overall benefit structure.

### **Section 1. Health Insurance**

#### **A. Employee Contributions**

1. Bargaining unit members who are actively employed by the District shall contribute the following amounts towards the cost of coverage under the District's health insurance plan:
2. Effective July 1, 2016: Twelve (12%) percent of the premium cost for applicable coverages.
3. Effective July 1, 2017: Thirteen (13%) of the premium cost for applicable coverages.

## ARTICLE VI: HEALTH PLAN (continued)

4. Effective July 1, 2018: Fourteen (14%) percent of the premium cost for applicable coverages.
  5. Effective July 1, 2019: Fifteen (15%) percent of the premium cost for applicable coverages.
- B. Members of the bargaining unit employed half-time (.5) or more will be entitled to full health insurance coverage subject to the contribution noted above.

### Section 2. Requirements

- A. For Members of the bargaining unit retiring prior to July 1, 1993, the school district shall pay one hundred (100%) percent of the cost of the premium for individual medical insurance and fifty (50%) percent of the cost of dependent coverage.
- B. Members of the bargaining unit retiring on or after July 1, 1993 shall be required to have at least ten (10) years of service in any capacity in the District as of the date of retirement into the retirement system.
- C. For those bargaining unit members retiring on or after July 1, 2016, for retirees with at least 20 years, but less than 25 years of service, the District will pay ninety (90%) percent of the individual coverage and fifty (50%) percent of the dependent coverage. Effective July 1, 2016, for retirees with at least 25 years of service or more the District shall pay one hundred (100%) percent of individual coverage and fifty (50%) percent of the dependent coverage.
- D. The District's Medicare Part B reimbursement will be limited to the base premium amount charged by Medicare. Members will be responsible for payment of any income related surcharge beyond the base premium, with the understanding that if either party experiences an inequitable fiscal burden during the course of the agreement, either party may reopen negotiations on the Medicare Part B coverage issue only. The District shall reimburse Medicare Part B percentages on the same basis as applied to the retiree health premiums as set forth in Article VI, Section A (2) (c). The existing practice for reimbursement of Medicare Part B percentage of premiums to individuals retiring on or before August 1, 2007 will be continued.
- E. It is understood that one (1) full year of part-time service with the District constitutes one (1) year of service for this purpose.



## ARTICLE VI: HEALTH PLAN (continued)

### F. Options

All teachers will have the option of (i) receiving the present benefits or (ii) waiving medical coverage for one year or (iii) reducing medical coverage from family to individual coverage. Each employee will be free to exercise this option in each year of this Agreement.

### G. Reimbursement

Effective July 1, 2016, if any teacher exercises either option (ii) or (iii), the Board will share equally with the teacher the resulting savings or premium payments in 10 equal payments through the unit member's paycheck. Existing Employees: 90% of half the savings or premium payments of the family or 2-person, effective July 1, 2016; 85% of half the savings or premium payments of the family or 2-person, effective July 1, 2017; 80% of half the savings or premium payments of the family or 2-person, effective July 1, 2018; 75% of half the savings or premium payments of the family or 2-person, effective July 1, 2019. Any teacher whose service will begin after July 1, 2016, shall receive 50% of half the savings or premium payments of the individual health insurance premium, effective July 1, 2016.

### H. Option Change

It is recognized by the parties that during any one (1) year term, the situation of a particular teacher may change, as, for instance, the death of a covered spouse, necessitating that the employee who has exercised the option revoke that option. Accordingly, a teacher who has waived coverage may elect to re-enroll for coverage under such special circumstances as set forth in the previous sentence. If a teacher shall elect to return to coverage, then such teacher shall reimburse the Board, pro rata, for that portion of any given year for which he/she requests reinstatement to coverage. The Board will then reinstate such teacher and/or family to such full coverage as provided in paragraph A, above.

### I. Health Plan Study Committee

A Committee shall be established to study and report to the parties regarding alternate lower cost health care plans. The Committee shall report to the parties at the end of the first year of the Agreement with the parties to reopen negotiations with regard to the options presented by the Committee's findings.

## ARTICLE VI: HEALTH PLAN (continued)

### J. Alternative Health Insurance Plan

The Board of Education shall have the right to offer or discontinue alternative health insurance plan(s). A mutually agreed upon committee consisting of an equal number of teachers and representatives from the Board of Education will be formed to study options without opening the contract. The current health insurance plan will remain an option regardless of alternative plans.

## ARTICLE VII: TRUST FUND

### Section 1. Establishment of Trust Fund

There has heretofore been created by letter memorandum dated February 23, 1981, a Pelham Teachers' Association Trust Fund and as of March 19, 1981, the Association and individual trustees have signed an Agreement and Declaration of Trust for the administration of such Trust Fund.

#### A. Employer's Payment of Benefit

On or about October 1 of each year of this Agreement, the Board shall pay to the trustees of the Pelham Teachers' Association Trust Fund (the "Trust Fund"), the following amounts: 2016-2017 - \$1,375.00; 2017-2018 - \$1,425.00; 2018-2019 - \$1,450.00; 2019-2020 - \$1,500.00. This amount will be paid for each teacher employed in the District on a full-time basis. Contributions for teachers employed part-time will be prorated for those teachers employed halftime or more, to reflect the amount of their employment.

#### B. Employer's Payment

The number of teachers and part-time teachers for whom payment shall be made shall again be determined in February of each year and adjustments made accordingly and any additional payments due by reason of additional teachers above the number paid for as of October 1, shall be covered and paid to the Trust Fund by the Board, during the month of February.

#### C. Trustees Responsibilities

The Trustees in their sole discretion shall determine the kind of, amounts and method of delivery of such benefits.

#### D. Trustees Obligations

In accepting any payment from the Board, pursuant to this Agreement, the Association represents and warrants that the Trust Agreement shall provide:

1. That the Trustees of the Trust Fund control and determine the disposition of the assets of the Trust Fund.
2. That the Trust Fund is for the benefit of all beneficiaries of the Trust Fund rather than for individual benefit.

**ARTICLE VII: TRUST FUND (continued)**

3. That the assets of the Trust Fund shall not be used in connection with claims or litigation involving the Board, the District and/or the administration of the District or the Association.
4. That the Trustees of the Fund shall authorize and arrange for an annual independent outside audit of the Trust Fund.
5. That the Trustees shall provide a copy of each of the Trust Fund's Annual audit reports to the Board, along with the copies of the Trust Fund's financial statements if requested. The Board shall be free to discuss the contents of the audit report with the auditors who prepared it. The Board shall be advised in advance of the meeting of the Trustees of the Trust Fund and shall be invited to send a non-voting observer to such meetings.

## **ARTICLE VIII: SICK BANK**

### **Section 1. Sick Bank**

The sick bank was established in September, 1989. The purpose of said sick bank is to offer long-term financial protection for those teachers who have serious and long-term illness or injury. The source of the sick days in such bank is voluntary contributions of the teachers in the District plus an equal number of matching days to be contributed by the Board. Each teacher volunteering a contribution becomes a member of the bank and is eligible to draw from it.

Members may contribute one sick day per year which will be matched by the Board with the understanding that the maximum total number of bank days will not exceed 360. It is understood that any new member may join the bank no later than September 15<sup>th</sup> of each year (or 15 days following the date of employment if employed after September 15<sup>th</sup>) even if the total accruals in the bank are at the maximum. However, in such case where the additional accruals will bring the total number of days in the bank above 360, no matching day shall be provided by the Board. Once the total number of days in the bank falls to 50 in number, the bank may be replenished subject to the maximum noted above. Days contributed by a given teacher may not be revoked by that teacher. Each teacher will be entitled to draw from the bank no more than 180 days per incident. Teacher sick day contributions must be transferred to the bank by September 15 of the year in which a teacher participates. This is done by written notification to the sick bank committee.

The sick bank will be administered by a committee that will have as its members two teachers appointed by the Executive Board of the Association and two members who will be appointed by the Board.

Teachers in their first year of employment in the District shall be eligible to withdraw no more than twenty (20) days. Teachers in their second year of employment shall be eligible to withdraw no more than forty (40) days in total from the sick bank. Should the committee fail to reach a majority decision then the committee will seek independent medical counsel from the School Physician to ascertain the seriousness of the teacher's illness and/or injury. Should the School Physician determine that he/she is unable to assess the particular illness/injury he/she will refer the matter to another physician. The cost of any such physician shall be borne by the District.

A member who has exhausted his or her accrued sick days may apply to the sick days bank committee for the use of up to 180 days from the bank. Teachers applying to the bank will have a 20 day waiting period. If the teacher's application is accepted by the bank, salary benefits will be retroactive to the first day of the waiting period. Within ten days of such application, the committee

## **ARTICLE VIII: SICK BANK (continued)**

will meet, render a decision, and communicate such decision to the applying teacher. Any decision of the committee will be binding and not subject to the grievance procedure. The committee administering the sick bank may seek independent medical counsel to ascertain the seriousness of the teacher's illness and/or injury.

Said opinions should specifically address the length of illness and the extent of illness and/or injury, as it pertains to long-term absence.

If such independent counsel is sought, the expense for this will be borne by the teacher who is applying for the sick days.

The maximum Board contribution per year will be equal to one day for each member of the sick bank. When the total number of days in the bank falls to 50 in number, the sick bank will be replenished by a contribution by its membership of one day per member and a matching number of days contributed by the Board.

In no case shall the committee extend benefits to exceed the above-mentioned maximums.

The sick bank committee will be charged with putting into operation the procedures to replenish said bank.

## **ARTICLE IX: REIMBURSEMENT OF PERSONAL LOSS**

The District shall reimburse staff members reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed, or stolen as a direct result of any documented injury sustained in the discharge of his/her duties within the scope of his/her employment provided such damage, destruction, or loss was not due to the teacher's negligence. Injuries should be documented by a doctor's verification.

The District shall reimburse a member for the reasonable cost of any clothing or other personal property damaged or destroyed or stolen as a result of an occurrence while acting in the discharge of his/her duties within the scope of his/her employment, provided such occurrence was not due to the staff member's negligence. The staff member's vehicle used for the purpose of transportation, while parked at or in the vicinity of his/her place or employment, shall be covered in this clause. Reimbursement shall be for items of comparable value.

It is understood that property of a staff member damaged or destroyed by vandalism shall be limited to such property as is brought to the school premises by the staff member in connection with his/her work in the District, vehicle included.

Reimbursement for loss under the preceding paragraphs shall no exceed \$750 per incident, and the total liability for all such claims for the entire Association for the contract year shall not exceed \$7,500. This benefit shall be administered by a committee of two (2), one to be appointed by the Superintendent and one to be appointed by the Association President with the decision of the committee to be binding.

**ARTICLE X: SELECTION AND EVALUATION OF ADMINISTRATORS,  
DEPARTMENT CHAIRPERSONS, CURRICULUM  
COORDINATORS, CIVIL SERVICE EMPLOYEES, TEACHING  
ASSISTANTS & TEACHER AIDES**

**Section 1. Administrative Positions**

Vacancies in administrative positions shall be filled pursuant to the following procedures:

**A. Notification**

Sufficient notice shall be given to members of the professional staff in order to provide them with the opportunity to submit a written application for the position prior to appointment.

**B. Application**

Teachers interested in being considered for the vacancy shall file a written application with the Superintendent within the time limit announced by the notice of vacancy.

**C. Qualifications**

Candidates from within or without the system will be judged on the basis of experience, training, and personal qualifications; the final exercise of judgment and the recommendation are the legal responsibility of the Superintendent.

**D. Evaluation before Hiring**

Before any administrator is hired, he/she shall be interviewed by a committee of teachers selected by agreement between the Superintendent and the President of the Association. The Superintendent and Board agree that the recommendation of the teachers' committee will receive appropriate consideration in the final selection. The recommendation of the teachers' committee will receive appropriate consideration in the final selection.

**Section 2. Department Chairpersons**

**A. Personnel**

Department Chairpersons will share with the principal in the selection of new teachers, evaluation of teachers, recommendation for continued employment and tenure, and assignment of teachers (with teacher consultation).



**ARTICLE X: SELECTION AND EVALUATION OF ADMINISTRATORS,  
DEPARTMENT CHAIRPERSONS, CURRICULUM  
COORDINATORS, CIVIL SERVICE EMPLOYEES,  
TEACHING ASSISTANTS & TEACHER AIDES (continued)**

**B. Curriculum**

Department Chairpersons will share with the principal and teachers in the development of curriculum, selection of materials and equipment, modification of curriculum, coordination of curriculum, and evaluation of curriculum.

**C. Budget**

Department Chairpersons will share with the principal and teachers in the preparation of the annual budget and review of expenditures during the school year.

**D. Responsibility for Department**

Department Chairpersons shall apprise themselves of the attendance of teachers in their department and will communicate such information to the principal.

**E. Selection**

Before any Department Chairperson is appointed, he/she shall be interviewed by a committee of teachers composed of the members of the department. The recommendation of the teachers' committee will receive appropriate consideration in the final recommendation of the principal or supervising administrator.

**F. Term, Departmental Functions, and Reappointment**

Each Department Chairperson is appointed for a term of one year. The principal or supervising administrator shall meet with all department members annually prior to the Chairperson's reappointment and the submission of the school budget. The purpose of such meeting shall be to obtain suggestions.

**G. Stipend, Release from Assignment**

Department Chairpersons shall receive a stipend and shall be released from one class assignment and from any supervisory responsibilities outside that Chairperson's department.

**ARTICLE X: SELECTION AND EVALUATION OF ADMINISTRATORS,  
DEPARTMENT CHAIRPERSONS, CURRICULUM  
COORDINATORS, CIVIL SERVICE EMPLOYEES,  
TEACHING ASSISTANTS & TEACHER AIDES (continued)**

**H. Scope of Responsibility**

The role of the secondary Department Chairperson shall include responsibility for leadership of staff and program for grades six through twelve.

**Section 3. Department and Curriculum Coordinators**

The Board and Superintendent recognize the importance of including teachers as a complement to the professional administrators in the management of District programs. To this end, from time to time, designated positions may be created which will be remunerated with one or more of the following: (a) a stipend, (b) a release from one or more of the teacher's class assignment, (c) a release from a part or all of the teacher's supervisory responsibilities.

**Section 4. Civil Service Employees, Teaching Assistants, and Teacher Aides**

Civil service employees, teaching assistants, and teacher aides shall be evaluated annually by their Department Chairpersons and, when applicable, the classroom teacher who is receiving the assistance. These evaluations shall be delivered to the appropriate administrative supervisor.

## **ARTICLE XI: SALARY DEDUCTIONS**

### **Section 1. Dues Deduction/Agency Fee**

- A. The Board agrees to deduct from the salaries of its employees dues for the Pelham Teachers' Association, the New York State United Teachers, and the American Federation of Teachers or any such associations, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies twice a month to such Association. Such authorization shall be in writing and must be submitted each school year at least 30 days before the payroll date upon which the deduction is to be first made.
- B. The Pelham Teachers' Association, having been recognized as the exclusive Representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the salary of employees of this bargaining unit who are not members of the Pelham Teachers' Association the amount to be equivalent to the dues levied by the Pelham Teachers' Association with such deduction to be in a manner consistent with dues deduction as set forth above. Pelham Teachers' Association hereby holds the Pelham Union Free School District, its officers, employees, and/or agents harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and/or constitutional mandates.

### **Section 2. Credit Union Deduction**

The Board agrees (i) to deduct from the salary of any employee such specified amount for each pay period as the employee may individually and voluntarily authorize and (ii) to transmit the same to a duly qualified credit union designated by the Association. The Association shall have the right to designate only one credit union at a time and it may change or withdraw such designation only once in any calendar year. The Board shall not be obligated to make any credit union deduction for any employee prior to 30 days after the Association has designated a credit union in writing and the employee has authorized in writing a specified credit union deduction on his/her behalf. The per-pay-period deduction specified by any employee may only be changed during the months of September and February. The Association agrees to indemnify and hold harmless the Board for any and all claims whatsoever from any employee, a credit union or any other person or entity which arises out of the implementation of this Section.

## **ARTICLE XI: SALARY DEDUCTIONS (continued)**

### **Section 3. Payroll Deduction**

Effective July 1, 1994, the District agrees to implement payroll deduction for members of the bargaining unit for the New York State United Teachers Benefit Trust.

### **Section 4. Flexible Spending Account**

The District agrees to implement an IRS Section 125 Plan with a goal for implementation of payroll deduction by January 1, 1994.

## **ARTICLE XII: CALENDAR**

The number of days in the school calendar shall not be more than 185 days per year.

## ARTICLE XIII: GRIEVANCE PROCEDURE

### Section 1.

#### A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the Courts. Any teacher dismissed after more than five years of continuous service in the same position in Pelham may elect to treat the dismissal as a grievance.

#### B. Definitions in Grievance Procedure

1. "Grievance" is a claim by any teacher or group of teachers based upon any event or condition affecting the salaries, hours or other terms or conditions of employment of each teacher or group of teachers, including, but not limited to, any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules, or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices, or customs of the Board and administration during the term of this Agreement.
2. "Principal" means the person in charge of the building.
3. "Superintendent" means the Superintendent of Schools.
4. "Association" means Pelham Teachers' Association.
5. "Aggrieved Party" means any teacher claiming a grievance.
6. "Party in Interest" means any party named in a grievance who is not the aggrieved party.
7. "Hearing Officer" means any individual or Board charged with the duty of rendering decisions at any stage of the grievance procedure.

## ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

### C. Procedures

#### 1. Identification

All Grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc., involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

#### 2. Report of Findings

Except at Stage 1, all decisions shall be in writing and shall include a brief statement of the reasons therefore.

#### 3. Group Grievance

If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2, described below.

#### 4. Preparation and Processing

The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

#### 5. Investigation

The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

## ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

### 6. Rights of Aggrieved Party

Except as otherwise provided at Stage 1, an aggrieved party and any party in interest shall have the right at all stages of the grievance to confront and cross-examine all witnesses called against him/her to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

### 7. Participation in Grievance

No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

### 8. Forms for Filing

Forms for filing grievances, serving notices, taking appeals, and making reports, recommendations, and other necessary documents may be developed and approved by both parties. The Superintendent will have such mutually approved forms printed and distributed as the parties agree will facilitate operation of the grievance procedure.

### 9. Records

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

### 10. Limitation of Rights

Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided, however, that if the adjustment is inconsistent with the terms of this Agreement, the Association shall be given an opportunity to be present at such adjustment or to be heard with respect thereto before such adjustment becomes final.



### ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

#### 11. Choice of Representation

The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2, and 3, except that such representative may not be an official of a competing employee organization.

#### 12. Court Decision

If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall be deemed valid and subsisting except to the extent determined to be contrary to law, and all other provisions or applications will continue in full force and effect.

#### 13. Official Grievance Record

The Superintendent shall be responsible for accumulating and maintaining up to ten (10) years an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. The official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Association, and the Board, but shall not be deemed a public record.

#### 14. Established Procedure

The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any matter, impair or limit the right of any teacher to pursue any other legal or appropriate remedies available in any other forum.

## ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

### D. Time Limits

#### 1. Specification

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.

#### 2. Presentation in Writing

Every grievance will be deemed waived unless the grievance is presented in writing at the first stage within sixty (60) school days after the teacher or Association, if it is the grievant, knew or should have known of the act or condition on which the grievance is based.

#### 3. Appeal

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement is barred.

#### 4. Filing of Grievance

In the event a grievance is filed late in a school year, all parties will undertake, so far as may be practicable, to expedite the grievance procedure so that the grievance can be resolved, if possible, prior to the end of the school term or as soon thereafter as is possible.

### E. Stage 1: Building Principal

#### 1. Informal Stage

A teacher having a grievance will discuss it with the building principal either directly or through an Association representative with the objective of resolving the matter informally. In arriving at his/her decision, the principal will not consider any material or statements offered by or on behalf of any party in interest with whom consultation has been had without the aggrieved party or his/her representative being present. If the teacher submits the grievance through a representative, the teacher may also be present, if he/she requests to be, during any discussion of the grievance between the principal and the teacher's representative or any party in interest.

## ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

### 2. Unresolved Informally

If the grievance is not resolved informally, it may be reduced to writing by the teacher and presented to the building principal. Within five (5) school days after a written grievance is presented to him/her which has previously been discussed by him/her, the principal shall, without any further consultation with the aggrieved party, or any party in interest, render a decision thereon, in writing, and present it to the teacher.

### F. Stage 2: Superintendent

#### 1. Appeal

If either the teacher initiating the grievance or the Association is not satisfied with the written decision rendered at the conclusion of Stage 1, such teacher or the Association may appeal such decision to the Superintendent by filing within ten (10) school days from the day when the teacher shall have received a copy of such written decision a notice of appeal in writing which notice of appeal shall state to the extent to which the teacher or the Association disagrees with such decision. Copies of the written decision at Stage 1 shall be submitted with the notice of appeal.

#### 2. Hearing

Within eight (8) school days after receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall hold a hearing with the teacher, his/her representative, and all other parties in interest, except such as the Superintendent and the appellant agree need not be present. The building principal, whose decision is appealed, and the Association shall be entitled to be present or represented thereat.

#### 3. Decision

The Superintendent shall render a decision in writing to the teacher, his/her representative, and the Association within eight (8) school days after the conclusion of the hearing.

## ARTICLE XIII: GRIEVANCE PROCEDURE (continued)

### G. Stage 3: Board of Education

#### 1. Appeal

If any party who appealed to the Superintendent is not satisfied with the decision at Stage 2, such party may appeal further to the Board by filing with such Board within fifteen (15) school days after receipt by such party of the decision at stage 2, a notice of appeal in writing which shall state the extent to which such party disagrees with the decision at Stage 2. The official grievance record maintained by the Superintendent shall be available for the use of the Board.

#### 2. Hearing

Within thirteen (13) school days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

#### 3. Decision

Within eight (8) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

### H. Stage 4: Arbitration

#### 1. Submission to Arbitration

After such decision, if any party, the grievant or the Association, who appealed to the Board is not satisfied with the decision at Stage 3, and if the Association determines that the grievance is meritorious and that a further review thereof is in the best interests of the school system of the District, only the Association may submit the grievance to arbitration by written notice to the Board served within fifteen (15) school days after the date of service of the decision rendered at Stage 3. Three (3) named arbitrators will be agreed upon by the parties.

## **ARTICLE XIII: GRIEVANCE PROCEDURE (continued)**

### **2. Selection of Arbitrator**

Within eight (8) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the Public Employment Relations Board or another mutually agreeable organization, and the arbitrator shall be selected in accordance with the procedures established by the organization selected.

### **3. Decision of Arbitrator**

The decision of the arbitrator shall be final and binding upon all parties.

### **4. Cost or Services of Arbitrator**

The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

### **5. Settling Grievances**

The foregoing procedures shall be the exclusive method for settling grievances covered by this Article and neither party shall resort to means outside of the contract (e.g., strikes, litigation, et al.) to forestall the prompt resolution of grievances so covered.

#### ARTICLE XIV: IMPLEMENTATION OF CONTRACT

To facilitate implementation of this Agreement and for such other purposes as the Council shall agree, a Faculty Council, including the Building Principal, shall be established for each school annually at a faculty meeting to be called in September. It shall be the joint responsibility of the Building Principal and the President of the Association to fix the date of the meeting in the Senior High School and give prior notice thereof to the members of the Council. The frequency and duration of meetings and the chairmanship of the Faculty Council shall be determined by the Council membership. The composition of the Council in the Middle School and the elementary schools may be either: (1) a Council of the whole faculty, or (2) a representative cross-section of the faculty of the school. Council composition shall be decided and Council membership shall be elected at the annual meeting to be called for that purpose in September.

In the Senior High School, a representative Council will be established which will be comprised of one representative from each department with three or more members and the librarian. Departments with less than three members will be combined and represented by two members. Each Council representative will be elected by the members of the faculty he/she represents. President of the Association or his/her designee may attend and participate in Faculty Council meetings.

Any member of the Council may recommend items to be included in the agenda of regular meetings. Special meetings will be called by the Chairman at the request of the Building Principal, when, in the judgment of the Building Principal, special meetings are needed.

Any subject within the purview of this contract may be considered by the Council and it may make recommendations to the Building Principal, without limitation, concerning matters affecting curriculum, duty assignments, discipline, school regulations, conditions affecting the professional personnel, and other school concerns.

## **ARTICLE XV: JOINT CODE OF ETHICS**

The Pelham Board of Education and the Pelham's Teachers' Association jointly agree to the following statements as common beliefs:

- A. The teacher and the school board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend and the prerogative of the board to determine final policy.
- B. The teacher is obligated to adhere to the school board policy; the school board is obligated to establish policy that is consistent with federal and state laws and regulations and to adhere to such policy.
- C. The teacher and the school board transact all official business through proper channels and hold inviolate all confidential information.
- D. The teacher and the school board recognize their obligation to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views of religion, race, or partisan politics.
- E. The teacher and the school board agree that due notice in fair time be given in all cases of appointment, resignation, or termination or service.
- F. The teacher and the school board avoid disparagement of fellow workers and predecessors.
- G. The teacher and the school board are impartial in all relationships with the pupil.
- H. The teacher and the school board encourage able and promising students to enter the teaching profession.
- I. The teacher receives from the administrator candid appraisal of his/her work, and help with his/her problems; the school board requires such supervisory assistance.
- J. The teacher actively participates in the work of local, state, and national professional educational association, the school board actively participates in the work of township, county, district, state, and national school boards associations.
- K. The teacher uses ethical procedures in securing positions in maintaining salary schedules; the school board uses ethical procedures in filling positions and in maintaining salary schedules.

**ARTICLE XV: JOINT CODE OF ETHICS (continued)**

- L. The teacher accepts no compensations from firms commercially interested in the school; no member of the school board accepts such compensation.
- M. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the school board provides conditions under which this can be accomplished.
- N. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the school board provides healthful teaching environment.
- O. The teacher develops through continued study, travel, participation in professional and community life, and through wholesome human relationships; the school board stimulates and encourage professional growth of the teacher.
- P. The teacher is proud of his/her profession; the school board is proud of its teachers.
- Q. It is recognized by the parties that some students will struggle to master specific aspects of the curriculum, in spite of the teacher's best efforts. In such situations, the teacher will take reasonable measures to provide extra help. In addition, when appropriate, the teacher will encourage the utilization of all sources of academic support available in the school as the primary sources of remediation.



## **ARTICLE XVI: ASSOCIATION BUSINESS**

### **Section 1. Association Information**

The Association shall advise the Superintendent of any official actions taken by the Association.

### **Section 2. Building Use**

The Association shall have the right to use appropriate areas in school buildings for meeting beyond the work day. All requests for building use shall conform to the Board's rules and regulations for proprietary organizations.

### **Section 3. Bulletin Boards**

A. Notices placed on bulletin boards provided for Association business shall be signed by the President of the Association or his/her designee and shall be restricted to the following types:

1. Notices of meetings
2. Notices of elections, appointments, and results of elections
3. Notices of recreational and social events
4. Notices of Association interest

B. Copies of all materials distributed by the Association through office mailboxes shall be furnished simultaneously to the Superintendent.

### **Section 4. Association Responsibility**

A specifically designated member of the Association shall attend all official public hearings on the budget and shall be prepared to answer questions relating to negotiations and working conditions as they affect the teaching staff.

## **ARTICLE XVII: GENERAL PROVISIONS**

### **Section 1. New Teacher Orientation**

Recognizing the need for proper orientation to District philosophy, objectives, goals and purposes, teachers who are new to the District shall attend pre-school and regularly scheduled orientation programs prior to and following the opening of school in September.

During the first year of teaching experience the building principal may direct that a teacher devote a reasonable number of preparation periods to observing classes conducted by other teachers with the experienced teachers' consent.

### **Section 2. In-Service**

- A. In-service credits may only be granted where there is at least a minimum of 15 hours of required classroom attendance, and evidence is produced that such attendance requirement was completed. For every 30 graduate credits allowed toward salary advancement, a minimum of 12 must be taken in the teacher's major area of teaching assignment. (For secondary teachers, this shall mean his/her teaching subject area, such as science, mathematics, etc. For elementary teachers, it shall mean 12 credits in any subject discipline where the teacher and principal agree in writing greater training would be of benefit to the teacher.)
- B. Teachers at BA+90 or above with at least 15 years of Pelham service who, outside the work day, successfully complete in any school year up to two (2) credits of staff development in-service or graduate course work approved by the Administration consistent with District goals and objectives will receive a one-time stipend in the amount of \$500 per credit. It is understood and agreed upon that fifteen (15) hours of approved staff development in-service for such teachers shall be considered one (1) credit.

### **Section 3. Teacher Security**

#### **A. Teacher Transfer**

No teacher may be transferred between schools without prior consultation with the Superintendent and/or his or her administrative designee. An explanation of the reasons for transfer will be given to the teacher by that person at that meeting. Transfers will not be made for punitive reasons.

## ARTICLE XVII: GENERAL PROVISIONS (continued)

### B. Procedures for Transfer

Teachers who are transferred to a new assignment or classroom will be provided relief of remuneration to allow for moving classroom materials to new assignments up to the number of days indicated as follows:

Building moves shall be capped at two days of relief time or remuneration at the discretion of the Superintendent or his/her designee.

Classroom moves within the same building are capped at one day of relief time or remuneration at the discretion of the Superintendent or his/her designee.

A third day of relief time or remuneration may be requested for extenuating circumstances. Approval will be at the sole discretion of the Superintendent or his/her designee.

For purposes of the Article, one day is defined as the workday in the contract (6 hours and 56 minutes). The hourly compensation rate is equal to the rate as defined within the contract year.

The time allocated for transferring materials may be scheduled over any number of days mutually agreed to by the teacher and the administrator.

### C. Increment, Demotion, and Suspension

No teacher may be denied an increment, demoted, or suspended without just cause.

## Section 4. Open House and Parent Conference

Because of its importance in public relations and since it is a reasonable way to pass information on to parents, all schools shall annually hold:

- A. One Open House for parents in which there is full participation of all faculty members. The date and agenda for the evening shall be approved by the faculty involved.
- B. One evening of individual parent conferences from 6:30 to 9:30 P.M. in which there is full participation by all faculty members. The date of the evening parent conferences will be determined by the administration with consultation with the teachers.

## ARTICLE XVII: GENERAL PROVISIONS (continued)

- C. Evening Function – Effective with the 1998-99 school year, bargaining unit members shall be required to attend one additional evening parent conference.

### **Section 5. Teacher Responsibility for Care of District-Owned Property and Equipment**

It is agreed that administrators, teachers, and other employees shall share in the responsibility for the care of District-owned property, and each employee will take every reasonable precaution to see to it that the security of District-owned property is insured.

### **Section 6. Availability of Pupil Information**

Information as to the existence and location of pupil test information shall be made available by every building or school administrator upon the request of the teacher.

### **Section 7. Copies of Financial Reports**

Upon request, the Board will provide the Association with a copy of all financial reports the Board is required by law to submit to the State.

### **Section 8. Coaching and Extracurricular Reappointment**

Teachers appointed to coaching and/or extracurricular assignments shall be evaluated during the school year for the purpose of reappointment and shall be informed by June 1<sup>st</sup> whether or not they will be reappointed for the next school year.

## **ARTICLE XVIII: ADHERENCE TO CONTRACT**

### **Section 1. Adherence to Contract**

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Copies of this Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed. The Association will act as the distributor of the Agreement to all currently employed teachers.

The Board shall provide each teacher with a copy of the Board By-Laws.

### **Section 2. Pilot Program Procedure**

The school site council(s) may make proposals which affect terms and conditions of employment contained in this Agreement. Such proposals will be reviewed by a four-member committee to be made up of two representatives appointed by the Association and two representatives appointed by the District. The committee will review proposals within thirty calendar days of the receipt of such proposals unless the time limit is extended by mutual agreement of the committee. If a proposal is approved as a pilot program, it will be instituted for a period not to exceed one year with ongoing assessment to be undertaken by the committee. Continuation of the program beyond the original period of approval will be considered by the committee prior to original ending date. The committee will formulate a format and criteria for proposals which will be circulated in the District. The committee will make determinations based upon consensus.

## **ARTICLE XIX: TERM OF CONTRACT, AMENDMENTS, NO-STRIKE PROVISION**

### **Section 1. Term of Contract**

This Agreement shall be effective July 1, 2016 through June 30, 2020, indicated by the signatures of the Superintendent, after approval and authorization by the Board, and by the President of the Association.

### **Section 2. Amendment**

The parties agree that the provisions of this Agreement may not be altered or amended, except as provided in Article 1, Section 2; but either party may request consideration or renegotiation of any provision hereof by giving written notice, signed by its President, which shall set forth the provision or provisions with respect to which and the grounds upon which reconsideration or renegotiation is sought and shall be directed to the President of the other party who shall then arrange for a meeting of the joint committee within thirty days.

### **Section 3. Amendment of Policies and By-Laws**

The Board of Education agrees to amend its Policies and By-Laws to the extent necessary to be consistent with all of the provisions of this Agreement.

### **Section 4. No-Strike Clause**

The Association and the Superintendent subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore affirms 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. The Association also affirms that it will not participate, assist, or support sanctions, job actions, or any other type of action which is detrimental to the District.

This Agreement shall be effective July 1, 2016.

In behalf of the

BOARD OF EDUCATION  
PELHAM UNION FREE SCHOOL DISTRICT  
PELHAM, NEW YORK

Approved for Signature

By: Marianne L. Gilland  
Mrs. Marianne L. Gilland

By: Dr. Peter Giarrizzo  
Dr. Peter Giarrizzo, Superintendent of Schools

PELHAM TEACHERS' ASSOCIATION  
By: Mr. Frank Orfei  
Mr. Frank Orfei, President

By: Mr. Mark Finegan  
Mr. Mark Finegan, Grievance Chair

# APPENDIX A1

## PELHAM UNION FREE SCHOOL DISTRICT TEACHER SALARY SCHEDULE 2016-17

\*

Class	I	II	III	IV	V	VI	VII	VIII	IX
	Bachelors	B + 15	B + 30	Masters	B + 45 Inc Masters or B + 60	B + 60 Inc. Masters	B + 75 Inc. Masters	B + 90 Inc. Masters	Doctorate
Step									
A	\$55,206	\$58,416	\$61,639	\$64,807	\$68,045	\$71,255	\$0	\$77,629	\$80,849
1	\$58,767	\$61,977	\$65,200	\$68,369	\$71,606	\$74,817	\$78,167	\$81,190	\$84,410
2	\$60,877	\$64,058	\$67,236	\$70,369	\$73,543	\$76,736	\$80,065	\$83,095	\$86,243
3	\$63,506	\$66,683	\$69,864	\$73,040	\$76,175	\$79,383	\$82,532	\$85,766	\$88,898
4	\$66,517	\$69,592	\$73,045	\$76,180	\$79,388	\$82,538	\$85,947	\$89,166	\$92,361
4a	\$67,916	\$71,050	\$74,612	\$77,784	\$80,963	\$84,243	\$87,695	\$90,893	\$94,078
5	\$69,315	\$72,508	\$76,180	\$79,388	\$82,538	\$85,947	\$89,443	\$92,620	\$95,796
6	\$72,207	\$75,629	\$79,388	\$82,538	\$85,947	\$89,443	\$92,864	\$96,070	\$99,497
6a	\$73,687	\$77,241	\$80,963	\$84,243	\$87,695	\$91,154	\$94,583	\$97,913	\$101,339
7	\$75,167	\$78,853	\$82,538	\$85,947	\$89,443	\$92,864	\$96,301	\$99,756	\$103,181
8	\$78,319	\$81,999	\$85,947	\$89,443	\$92,864	\$96,301	\$100,017	\$103,406	\$106,891
9	\$81,480	\$85,192	\$89,443	\$92,864	\$96,301	\$100,017	\$103,745	\$107,152	\$110,605
10	\$84,671	\$88,605	\$92,864	\$96,301	\$100,017	\$103,745	\$107,426	\$110,882	\$114,552
11	\$88,717	\$92,965	\$97,240	\$100,988	\$104,754	\$108,473	\$112,196	\$115,971	\$119,678
12			\$100,988	\$104,754	\$108,473	\$112,196	\$116,223	\$119,985	\$123,691
13			\$104,754	\$108,473	\$112,196	\$116,223	\$120,219	\$123,953	\$127,715
14			\$108,473	\$112,196	\$116,223	\$120,219	\$124,246	\$127,996	\$131,992
15			\$112,197	\$116,223	\$120,219	\$124,246	\$128,241	\$132,242	\$136,236
15L	\$95,380	\$99,640	\$118,898	\$122,925	\$126,875	\$130,920	\$134,931	\$138,925	\$142,911
20L	\$97,400	\$101,661	\$120,870	\$124,947	\$128,898	\$132,941	\$136,955	\$140,949	\$144,932
25L	\$98,624	\$102,887	\$122,144	\$126,173	\$130,128	\$134,166	\$138,178	\$142,175	\$146,161
** 30L	\$101,124	\$105,387	\$124,644	\$128,673	\$132,628	\$136,666	\$140,678	\$144,675	\$148,661

\* Not part of the salary schedule for teachers employed after July 1, 1982.

\*\* Effective July 1, 2016, a new longevity payment for teachers, psychologists and guidance counselors with 30 or more years in Pelham shall be created, with a payment amount equal to the longevity payment for teachers, psychologists and guidance counselors with 25 or more years in Pelham plus \$2,500.



**APPENDIX A1**

**PELHAM UNION FREE SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
2017-18**

\*

Class	I	II	III	IV	V	VI	VII	VIII	IX
	Bachelors	B + 15	B + 30	Masters	B + 45 Inc Masters or	B + 60 Inc.	B + 75 Inc.	B + 90 Inc.	Doctorate
					B + 60	Masters	Masters	Masters	
Step									
A	\$55,620	\$58,854	\$62,101	\$65,293	\$68,555	\$71,790	\$0	\$78,211	\$81,455
1	\$59,208	\$62,442	\$65,689	\$68,882	\$72,143	\$75,378	\$78,753	\$81,799	\$85,043
2	\$61,334	\$64,538	\$67,740	\$70,897	\$74,095	\$77,312	\$80,666	\$83,718	\$86,890
3	\$63,982	\$67,184	\$70,388	\$73,588	\$76,746	\$79,978	\$83,151	\$86,410	\$89,565
4	\$67,016	\$70,114	\$73,593	\$76,751	\$79,983	\$83,157	\$86,591	\$89,835	\$93,053
4a	\$68,425	\$71,583	\$75,172	\$78,367	\$81,570	\$84,874	\$88,353	\$91,575	\$94,784
5	\$69,835	\$73,052	\$76,751	\$79,983	\$83,157	\$86,591	\$90,114	\$93,315	\$96,515
6	\$72,748	\$76,196	\$79,983	\$83,157	\$86,591	\$90,114	\$93,561	\$96,791	\$100,243
6a	\$74,239	\$77,820	\$81,570	\$84,874	\$88,353	\$91,837	\$95,292	\$98,647	\$102,099
7	\$75,730	\$79,444	\$83,157	\$86,591	\$90,114	\$93,561	\$97,023	\$100,504	\$103,955
8	\$78,906	\$82,614	\$86,591	\$90,114	\$93,561	\$97,023	\$100,767	\$104,181	\$107,692
9	\$82,091	\$85,831	\$90,114	\$93,561	\$97,023	\$100,767	\$104,523	\$107,955	\$111,435
10	\$85,306	\$89,269	\$93,561	\$97,023	\$100,767	\$104,523	\$108,231	\$111,714	\$115,411
11	\$89,383	\$93,662	\$97,969	\$101,745	\$105,539	\$109,287	\$113,038	\$116,841	\$120,575
12			\$101,745	\$105,539	\$109,287	\$113,038	\$117,095	\$120,885	\$124,618
13			\$105,539	\$109,287	\$113,038	\$117,095	\$121,121	\$124,882	\$128,673
14			\$109,287	\$113,038	\$117,095	\$121,121	\$125,178	\$128,956	\$132,982
15			\$113,039	\$117,095	\$121,121	\$125,178	\$129,202	\$133,234	\$137,258
15L	\$96,095	\$100,387	\$119,790	\$123,847	\$127,827	\$131,901	\$135,943	\$139,967	\$143,983
20L	\$98,131	\$102,424	\$121,777	\$125,885	\$129,865	\$133,938	\$137,982	\$142,006	\$146,019
25L	\$99,364	\$103,659	\$123,060	\$127,120	\$131,104	\$135,172	\$139,214	\$143,242	\$147,257
** 30L	\$101,883	\$106,177	\$125,579	\$129,638	\$133,622	\$137,691	\$141,733	\$145,760	\$149,776

\* Not part of the salary schedule for teachers employed after July 1, 1982.

\*\* Effective July 1, 2016, a new longevity payment for teachers, psychologists and guidance counselors with 30 or more years in Pelham shall be created, with a payment amount equal to the longevity payment for teachers, psychologists and guidance counselors with 25 or more years in Pelham plus \$2,500.

# APPENDIX A1

## PELHAM UNION FREE SCHOOL DISTRICT TEACHER SALARY SCHEDULE 2018-19

\*

Class	I	II	III	IV	V	VI	VII	VIII	IX
	Bachelors	B + 15	B + 30	Masters	B + 45 Inc Masters or B + 60	B + 60 Inc. Masters	B + 75 Inc. Masters	B + 90 Inc. Masters	Doctorate
Step									
A	\$56,176	\$59,443	\$62,722	\$65,946	\$69,240	\$72,508	\$0	\$78,993	\$82,270
1	\$59,800	\$63,067	\$66,346	\$69,571	\$72,865	\$76,132	\$79,541	\$82,617	\$85,894
2	\$61,947	\$65,184	\$68,417	\$71,606	\$74,836	\$78,085	\$81,472	\$84,555	\$87,759
3	\$64,622	\$67,855	\$71,092	\$74,323	\$77,514	\$80,778	\$83,983	\$87,274	\$90,460
4	\$67,686	\$70,815	\$74,329	\$77,519	\$80,783	\$83,989	\$87,457	\$90,733	\$93,984
4a	\$69,110	\$72,299	\$75,924	\$79,151	\$82,386	\$85,723	\$89,236	\$92,491	\$95,732
5	\$70,533	\$73,782	\$77,519	\$80,783	\$83,989	\$87,457	\$91,015	\$94,248	\$97,480
6	\$73,476	\$76,958	\$80,783	\$83,989	\$87,457	\$91,015	\$94,496	\$97,759	\$101,245
6a	\$74,982	\$78,599	\$82,386	\$85,723	\$89,236	\$92,756	\$96,245	\$99,634	\$103,120
7	\$76,488	\$80,239	\$83,989	\$87,457	\$91,015	\$94,496	\$97,993	\$101,509	\$104,995
8	\$79,695	\$83,441	\$87,457	\$91,015	\$94,496	\$97,993	\$101,774	\$105,223	\$108,769
9	\$82,912	\$86,689	\$91,015	\$94,496	\$97,993	\$101,774	\$105,569	\$109,035	\$112,549
10	\$86,159	\$90,162	\$94,496	\$97,993	\$101,774	\$105,569	\$109,314	\$112,831	\$116,565
11	\$90,277	\$94,599	\$98,949	\$102,763	\$106,595	\$110,380	\$114,168	\$118,010	\$121,781
12			\$102,763	\$106,595	\$110,380	\$114,168	\$118,266	\$122,094	\$125,865
13			\$106,595	\$110,380	\$114,168	\$118,266	\$122,332	\$126,131	\$129,959
14			\$110,380	\$114,168	\$118,266	\$122,332	\$126,430	\$130,245	\$134,311
15			\$114,169	\$118,266	\$122,332	\$126,430	\$130,494	\$134,567	\$138,631
15L	\$97,056	\$101,391	\$120,988	\$125,085	\$129,105	\$133,220	\$137,303	\$141,367	\$145,423
20L	\$99,112	\$103,448	\$122,994	\$127,143	\$131,163	\$135,277	\$139,362	\$143,426	\$147,479
25L	\$100,358	\$104,695	\$124,291	\$128,391	\$132,415	\$136,524	\$140,606	\$144,674	\$148,730
** 30L	\$102,901	\$107,239	\$126,835	\$130,935	\$134,959	\$139,068	\$143,150	\$147,218	\$151,274

\* Not part of the salary schedule for teachers employed after July 1, 1982.

\*\* Effective July 1, 2016, a new longevity payment for teachers, psychologists and guidance counselors with 30 or more years in Pelham shall be created, with a payment amount equal to the longevity payment for teachers, psychologists and guidance counselors with 25 or more years in Pelham plus \$2,500.

**APPENDIX A1**

**PELHAM UNION FREE SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
2019-20**

\*

Class	I	II	III	IV	V	VI	VII	VIII	IX
	Bachelors	B + 15	B + 30	Masters	B + 45 Inc Masters or B + 60	B + 60 Inc. Masters	B + 75 Inc. Masters	B + 90 Inc. Masters	Doctorate
Step									
A	\$56,738	\$60,037	\$63,349	\$66,606	\$69,933	\$73,233	\$0	\$79,783	\$83,092
1	\$60,398	\$63,697	\$67,010	\$70,266	\$73,593	\$76,893	\$80,336	\$83,443	\$86,753
2	\$62,567	\$65,836	\$69,101	\$72,322	\$75,584	\$78,866	\$82,287	\$85,401	\$88,636
3	\$65,268	\$68,534	\$71,803	\$75,067	\$78,289	\$81,586	\$84,823	\$88,147	\$91,365
4	\$68,363	\$71,523	\$75,072	\$78,294	\$81,591	\$84,829	\$88,332	\$91,640	\$94,924
4a	\$69,801	\$73,022	\$76,683	\$79,943	\$83,210	\$86,580	\$90,128	\$93,415	\$96,689
5	\$71,239	\$74,520	\$78,294	\$81,591	\$84,829	\$88,332	\$91,925	\$95,191	\$98,455
6	\$74,210	\$77,728	\$81,591	\$84,829	\$88,332	\$91,925	\$95,441	\$98,736	\$102,258
6a	\$75,731	\$79,384	\$83,210	\$86,580	\$90,128	\$93,683	\$97,207	\$100,630	\$104,151
7	\$77,252	\$81,041	\$84,829	\$88,332	\$91,925	\$95,441	\$98,973	\$102,524	\$106,044
8	\$80,492	\$84,275	\$88,332	\$91,925	\$95,441	\$98,973	\$102,792	\$106,275	\$109,857
9	\$83,741	\$87,556	\$91,925	\$95,441	\$98,973	\$102,792	\$106,624	\$110,125	\$113,675
10	\$87,021	\$91,063	\$95,441	\$98,973	\$102,792	\$106,624	\$110,407	\$113,959	\$117,731
11	\$91,179	\$95,545	\$99,938	\$103,790	\$107,661	\$111,484	\$115,310	\$119,190	\$122,999
12			\$103,790	\$107,661	\$111,484	\$115,310	\$119,448	\$123,315	\$127,123
13			\$107,661	\$111,484	\$115,310	\$119,448	\$123,555	\$127,393	\$131,259
14			\$111,484	\$115,310	\$119,448	\$123,555	\$127,694	\$131,548	\$135,654
15			\$115,311	\$119,448	\$123,555	\$127,694	\$131,799	\$135,912	\$140,017
15L	\$98,027	\$102,405	\$122,198	\$126,336	\$130,396	\$134,553	\$138,676	\$142,780	\$146,877
20L	\$100,103	\$104,482	\$124,224	\$128,415	\$132,475	\$136,630	\$140,755	\$144,860	\$148,954
25L	\$101,361	\$105,742	\$125,534	\$129,675	\$133,739	\$137,889	\$142,012	\$146,121	\$150,217
** 30L	\$103,930	\$108,312	\$128,103	\$132,244	\$136,308	\$140,458	\$144,582	\$148,690	\$152,787

\* Not part of the salary schedule for teachers employed after July 1, 1982.

\*\* Effective July 1, 2016, a new longevity payment for teachers, psychologists and guidance counselors with 30 or more years in Pelham shall be created, with a payment amount equal to the longevity payment for teachers, psychologists and guidance counselors with 25 or more years in Pelham plus \$2,500.

# APPENDIX A2

## **PELHAM UNION FREE SCHOOL DISTRICT** **PSYCHOLOGIST AND GUIDANCE COUNSELOR SALARY SCHEDULE** **2016-17**

Since minimum requirements for guidance counselors require 30 hours of study beyond the BA degree and two years of teaching experience, the schedule begins at Step 3 on the fifth year level of collegiate preparation.

Class	*		**				
	III	IV	V	VI	VII	VIII	IX
	B + 30	Masters	B + 45 Inc. Masters or B + 60	B + 60 Inc. Masters	B + 75 Inc. Masters	B + 90 Inc. Masters	Doctorate
Step							
A	\$64,104	\$67,399	\$70,765	\$74,106		\$80,733	\$84,082
1	\$67,808	\$71,103	\$74,469	\$77,810	\$81,294	\$84,438	\$87,786
2	\$69,925	\$73,183	\$76,485	\$79,806	\$83,268	\$86,417	\$89,692
3	\$72,658	\$75,960	\$79,223	\$82,558	\$85,834	\$89,197	\$92,453
4	\$75,968	\$79,228	\$82,564	\$85,841	\$89,383	\$92,732	\$96,054
4a	\$77,598	\$80,896	\$84,202	\$87,612	\$91,202	\$94,529	\$97,841
5	\$79,228	\$82,564	\$85,841	\$89,383	\$93,020	\$96,325	\$99,629
6	\$82,564	\$85,841	\$89,383	\$93,020	\$96,578	\$99,914	\$103,476
6a	\$84,202	\$87,612	\$91,202	\$94,799	\$98,366	\$101,830	\$105,393
7	\$85,841	\$89,383	\$93,020	\$96,578	\$100,154	\$103,746	\$107,309
8	\$89,383	\$93,020	\$96,578	\$100,154	\$104,016	\$107,543	\$111,167
9	\$93,020	\$96,578	\$100,154	\$104,016	\$107,894	\$111,438	\$115,028
10	\$96,578	\$100,154	\$104,016	\$107,894	\$111,723	\$115,317	\$119,134
11	\$101,129	\$105,028	\$108,945	\$112,813	\$116,684	\$120,610	\$124,466
12	\$105,028	\$108,945	\$112,813	\$116,684	\$120,873	\$124,785	\$128,638
13	\$108,945	\$112,813	\$116,684	\$120,873	\$125,029	\$128,912	\$132,823
14	\$112,813	\$116,684	\$120,873	\$125,029	\$129,216	\$133,115	\$137,271
15	\$116,685	\$120,873	\$125,029	\$129,216	\$133,372	\$137,533	\$141,686
15L	\$123,655	\$127,842	\$131,950	\$136,156	\$140,329	\$144,484	\$148,628
20L	\$125,684	\$129,925	\$134,034	\$138,238	\$142,413	\$146,566	\$150,710
25L	\$126,998	\$131,189	\$135,301	\$139,501	\$143,673	\$147,832	\$151,975
30L	\$129,498	\$133,689	\$137,801	\$142,001	\$146,173	\$150,332	\$154,475

\*It is our understanding that psychology and guidance counselors require a Masters Degree to be certified, therefore this column is not currently used.

\*\*Not part of the salary schedule for psychologists and guidance counselors employed after July 1, 1982.

**APPENDIX A2**

**PELHAM UNION FREE SCHOOL DISTRICT  
PSYCHOLOGIST AND GUIDANCE COUNSELOR SALARY SCHEDULE  
2017-18**

Since minimum requirements for guidance counselors require 30 hours of study beyond the BA degree and two years of teaching experience, the schedule begins at Step 3 on the fifth year level of collegiate preparation.

Class	*		**				
	III	IV	V	VI	VII	VIII	IX
	B + 30	Masters	B + 45 Inc. Masters or B + 60	B + 60 Inc. Masters	B + 75 Inc. Masters	B + 90 Inc. Masters	Doctorate
Step							
A	\$64,585	\$67,904	\$71,296	\$74,661		\$81,338	\$84,713
1	\$68,316	\$71,637	\$75,028	\$78,394	\$81,904	\$85,071	\$88,445
2	\$70,449	\$73,732	\$77,059	\$80,405	\$83,892	\$87,065	\$90,364
3	\$73,203	\$76,530	\$79,817	\$83,177	\$86,478	\$89,866	\$93,147
4	\$76,537	\$79,822	\$83,183	\$86,485	\$90,054	\$93,428	\$96,774
4a	\$78,180	\$81,502	\$84,834	\$88,269	\$91,886	\$95,238	\$98,575
5	\$79,822	\$83,183	\$86,485	\$90,054	\$93,718	\$97,047	\$100,376
6	\$83,183	\$86,485	\$90,054	\$93,718	\$97,302	\$100,663	\$104,252
6a	\$84,834	\$88,269	\$91,886	\$95,510	\$99,103	\$102,594	\$106,183
7	\$86,485	\$90,054	\$93,718	\$97,302	\$100,905	\$104,524	\$108,114
8	\$90,054	\$93,718	\$97,302	\$100,905	\$104,796	\$108,349	\$112,000
9	\$93,718	\$97,302	\$100,905	\$104,796	\$108,703	\$112,273	\$115,891
10	\$97,302	\$100,905	\$104,796	\$108,703	\$112,561	\$116,182	\$120,027
11	\$101,887	\$105,816	\$109,762	\$113,659	\$117,559	\$121,514	\$125,399
12	\$105,816	\$109,762	\$113,659	\$117,559	\$121,779	\$125,721	\$129,602
13	\$109,762	\$113,659	\$117,559	\$121,779	\$125,966	\$129,878	\$133,819
14	\$113,659	\$117,559	\$121,779	\$125,966	\$130,185	\$134,113	\$138,300
15	\$117,560	\$121,779	\$125,966	\$130,185	\$134,372	\$138,564	\$142,748
15L	\$124,582	\$128,800	\$132,940	\$137,177	\$141,381	\$145,567	\$149,743
20L	\$126,627	\$130,900	\$135,039	\$139,275	\$143,482	\$147,666	\$151,841
25L	\$127,951	\$132,173	\$136,316	\$140,547	\$144,750	\$148,940	\$153,115
30L	\$130,470	\$134,691	\$138,835	\$143,066	\$147,269	\$151,459	\$155,634

\*It is our understanding that psychology and guidance counselors require a Master's Degree to be certified, therefore this column is not currently used.

\*\*Not part of the salary schedule for psychologists and guidance counselors employed after July 1, 1982.

# APPENDIX A2

## **PELHAM UNION FREE SCHOOL DISTRICT** **PSYCHOLOGIST AND GUIDANCE COUNSELOR SALARY SCHEDULE** **2018-19**

Since minimum requirements for guidance counselors require 30 hours of study beyond the BA degree and two years of teaching experience, the schedule begins at Step 3 on the fifth year level of collegiate preparation.

Class	* III		IV		V		VI		** VII		VIII		IX	
	B + 30	Masters	B + 45 Inc. Masters or B + 60	B + 60 Inc. Masters	B + 75 Inc. Masters	B + 90 Inc. Masters	Doctorate							
Step														
A	\$65,231	\$68,583	\$72,008	\$75,408		\$82,152	\$85,560							
1	\$68,999	\$72,353	\$75,778	\$79,178	\$82,723	\$85,922	\$89,329							
2	\$71,153	\$74,469	\$77,830	\$81,209	\$84,731	\$87,936	\$91,268							
3	\$73,935	\$77,295	\$80,615	\$84,009	\$87,342	\$90,765	\$94,078							
4	\$77,303	\$80,620	\$84,015	\$87,350	\$90,954	\$94,362	\$97,742							
4a	\$78,961	\$82,317	\$85,682	\$89,152	\$92,805	\$96,190	\$99,561							
5	\$80,620	\$84,015	\$87,350	\$90,954	\$94,655	\$98,018	\$101,380							
6	\$84,015	\$87,350	\$90,954	\$94,655	\$98,275	\$101,670	\$105,295							
6a	\$85,682	\$89,152	\$92,805	\$96,465	\$100,095	\$103,620	\$107,245							
7	\$87,350	\$90,954	\$94,655	\$98,275	\$101,914	\$105,570	\$109,195							
8	\$90,954	\$94,655	\$98,275	\$101,914	\$105,844	\$109,433	\$113,120							
9	\$94,655	\$98,275	\$101,914	\$105,844	\$109,790	\$113,396	\$117,050							
10	\$98,275	\$101,914	\$105,844	\$109,790	\$113,686	\$117,344	\$121,228							
11	\$102,906	\$106,874	\$110,860	\$114,795	\$118,734	\$122,730	\$126,653							
12	\$106,874	\$110,860	\$114,795	\$118,734	\$122,997	\$126,978	\$130,898							
13	\$110,860	\$114,795	\$118,734	\$122,997	\$127,226	\$131,177	\$135,157							
14	\$114,795	\$118,734	\$122,997	\$127,226	\$131,487	\$135,454	\$139,683							
15	\$118,735	\$122,997	\$127,226	\$131,487	\$135,716	\$139,950	\$144,176							
15L	\$125,828	\$130,088	\$134,269	\$138,548	\$142,795	\$147,023	\$151,241							
20L	\$127,893	\$132,209	\$136,390	\$140,668	\$144,916	\$149,142	\$153,359							
25L	\$129,230	\$133,494	\$137,679	\$141,952	\$146,198	\$150,430	\$154,646							
30L	\$131,774	\$136,038	\$140,223	\$144,496	\$148,742	\$152,974	\$157,190							

\*It is our understanding that psychology and guidance counselors require a Master's Degree to be certified, therefore this column is not currently used.

\*\*Not part of the salary schedule for psychologists and guidance counselors employed after July 1, 1982.

# APPENDIX A2

## **PELHAM UNION FREE SCHOOL DISTRICT PSYCHOLOGIST AND GUIDANCE COUNSELOR SALARY SCHEDULE 2019-20**

Since minimum requirements for guidance counselors require 30 hours of study beyond the BA degree and two years of teaching experience, the schedule begins at Step 3 on the fifth year level of collegiate preparation.

Class	*		**				
	III	IV	V	VI	VII	VIII	IX
	B + 30	Masters	B + 45 Inc. Masters or B + 60	B + 60 Inc. Masters	B + 75 Inc. Masters	B + 90 Inc. Masters	Doctorate
Step							
A	\$65,883	\$69,269	\$72,729	\$76,162		\$82,973	\$86,415
1	\$69,689	\$73,076	\$76,536	\$79,970	\$83,550	\$86,781	\$90,223
2	\$71,865	\$75,214	\$78,608	\$82,021	\$85,579	\$88,815	\$92,181
3	\$74,674	\$78,068	\$81,421	\$84,849	\$88,216	\$91,672	\$95,019
4	\$78,076	\$81,426	\$84,855	\$88,223	\$91,864	\$95,306	\$98,720
4a	\$79,751	\$83,141	\$86,539	\$90,044	\$93,733	\$97,152	\$100,557
5	\$81,426	\$84,855	\$88,223	\$91,864	\$95,602	\$98,998	\$102,393
6	\$84,855	\$88,223	\$91,864	\$95,602	\$99,258	\$102,686	\$106,348
6a	\$86,539	\$90,044	\$93,733	\$97,430	\$101,095	\$104,656	\$108,317
7	\$88,223	\$91,864	\$95,602	\$99,258	\$102,933	\$106,625	\$110,287
8	\$91,864	\$95,602	\$99,258	\$102,933	\$106,903	\$110,527	\$114,251
9	\$95,602	\$99,258	\$102,933	\$106,903	\$110,888	\$114,530	\$118,220
10	\$99,258	\$102,933	\$106,903	\$110,888	\$114,823	\$118,518	\$122,440
11	\$103,935	\$107,942	\$111,968	\$115,943	\$119,922	\$123,957	\$127,920
12	\$107,942	\$111,968	\$115,943	\$119,922	\$124,227	\$128,248	\$132,207
13	\$111,968	\$115,943	\$119,922	\$124,227	\$128,498	\$132,489	\$136,509
14	\$115,943	\$119,922	\$124,227	\$128,498	\$132,802	\$136,809	\$141,080
15	\$119,923	\$124,227	\$128,498	\$132,802	\$137,073	\$141,349	\$145,618
15L	\$127,086	\$131,389	\$135,612	\$139,934	\$144,223	\$148,493	\$152,753
20L	\$129,172	\$133,531	\$137,754	\$142,075	\$146,366	\$150,634	\$154,893
25L	\$130,523	\$134,829	\$139,056	\$143,372	\$147,660	\$151,934	\$156,193
30L	\$133,092	\$137,399	\$141,625	\$145,941	\$150,229	\$154,503	\$158,762

\*It is our understanding that psychology and guidance counselors require a Master's Degree to be certified, therefore this column is not currently used.

\*\*Not part of the salary schedule for psychologists and guidance counselors employed after July 1, 1982.

APPENDIX A3

PELHAM UNION FREE SCHOOL DISTRICT  
OCCUPATIONAL THERAPIST SALARY SCHEDULE  
2016-17 THROUGH 2019-20

Step	2016-17	2017-18	2018-19	2019-2020
1	75,590	76,157	76,918	77,687
2	76,535	77,109	77,880	78,659
3	77,491	78,072	78,853	79,641
4	78,460	79,049	79,839	80,637
5	79,440	80,036	80,837	81,645
6	80,434	81,037	81,847	82,666
7	81,439	82,050	82,871	83,699
8	82,457	83,075	83,906	84,745
9	83,487	84,114	84,955	85,804
10	84,531	85,165	86,017	86,877
11	85,588	86,230	87,092	87,963
12	86,658	87,308	88,181	89,063
13	87,741	88,399	89,283	90,176
14	88,838	89,505	90,400	91,304
15	89,949	90,623	91,529	92,445
16	91,073	91,756	92,674	93,600
17	92,211	92,903	93,832	94,770
18	93,364	94,064	95,005	95,955
19	94,531	95,240	96,192	97,154
20	95,713	96,430	97,395	98,369



**APPENDIX A4**

**PELHAM UNION FREE SCHOOL DISTRICT  
ANNUAL APPOINTMENT STIPENDS  
2016-17 THROUGH 2019-20**

<b>Stipend Position</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
<b>Directors, Chairpersons, Staff Developers &amp; Lead Positions</b>				
BEPT Policy Board Representatives	504	508	513	518
BEPT Policy Board Representatives	504	508	513	518
Bridge Academy Coordinator	3,869	3,898	3,937	3,976
Curriculum Coach	1,511	1,523	1,538	1,553
Department Coach-Humanities	3,000	3,023	3,053	3,083
Department Coach-Math/Science	3,000	3,023	3,053	3,083
Elementary Scheduling Stipend-Colonial	716	722	729	736
Elementary Scheduling Stipend-Hutchinson	716	722	729	736
Elementary Scheduling Stipend-Prospect Hill	716	722	729	736
Elementary Scheduling Stipend-Siwanoy	716	722	729	736
Elementary Teacher-in-Charge-Colonial	2,865	2,887	2,916	2,945
Elementary Teacher-in-Charge-Hutchinson	2,865	2,887	2,916	2,945
Elementary Teacher-in-Charge-Prospect Hill	2,865	2,887	2,916	2,945
Elementary Teacher-in-Charge-Siwanoy	2,865	2,887	2,916	2,945
K-12 Art Curriculum Coordinator	6,686	6,736	6,803	6,871
K-12 Coordinator of Special Education	6,686	6,736	6,803	6,871
K-12 Music Curriculum Coordinator	6,686	6,736	6,803	6,871
K-12 Physical Education Curriculum Coordinator	6,686	6,736	6,803	6,871
Mentor Teacher Coordinator	5,587	5,628	5,685	5,742
Mentor Teachers	957	964	974	984
My Learning Plan Advisor	1,259	1,269	1,282	1,294
Rtl/IST Chair-Colonial (Elem ONLY - not psychologists)	957	964	974	984
Rtl/IST Chair-Hutchinson (Elem ONLY - not psychologists)	957	964	974	984

Rtl/IST Chair-Prospect Hill (Elem ONLY - not psychologists)	957	964	974	984
Rtl/IST Chair-Siwanoy (Elem ONLY - not psychologists)	957	964	974	984
Staff Development Coordinator 6-12	5,356	5,396	5,450	5,504
Staff Development Coordinator K-5	5,356	5,396	5,450	5,504
Team Leader - Grade 6	3,869	3,898	3,937	3,976
Team Leader - Grade 7	3,869	3,898	3,937	3,976
Team Leader - Grade 8	3,869	3,898	3,937	3,976
Team Leader-Special Education	3,869	3,898	3,937	3,976
World Language Coordinator 6-12	6,686	6,736	6,803	6,871
Academic, Service Clubs & Activities Advisors				
24 Club Advisor-Colonial	991	999	1,009	1,019
24 Club Advisor-Hutchinson	991	999	1,009	1,019
24 Club Advisor-Prospect Hill	991	999	1,009	1,019
24 Club co-Advisor-Siwanoy	991	999	1,009	1,019
American Field Service Advisor	1,500	1,511	1,526	1,542
Art Club	1,863	1,877	1,896	1,915
Asian American Society Club	950	957	967	976
Chess Club Advisor (6-8)	1,433	1,443	1,458	1,472
Chess Club Advisor (9-12)	1,433	1,444	1,458	1,473
Creative Writing Advisor	1,500	1,511	1,526	1,542
English Honor Society	640	645	651	658
Environmental Science Club	1,100	1,108	1,119	1,131
Foreign Language Honor Society	640	645	651	658
Forensic Speech Club-Middle School	2,519	2,538	2,563	2,589
French Club	950	957	967	976
Gender & Sexuality Alliance	640	645	651	658
Italian Club	950	957	967	976
Latin Club	950	957	967	976
Mathematics Club (9-12)	2,614	2,634	2,660	2,687

Mathematics Honor Society	640	645	651	658
Military History Club	1,108	1,117	1,128	1,139
Model Congress United Nations	3,950	3,980	4,020	4,060
MS Against Substance Abuse	1,628	1,640	1,657	1,673
National Honor Society	1,491	1,502	1,517	1,532
PMHS Peer Leadership Program	1,159	1,167	1,179	1,191
Robotics Club - HS	1,119	1,128	1,139	1,150
Science Honor Society Advisor	640	645	651	658
Science Olympiad - PMHS	2,248	2,265	2,287	2,310
Science Olympiad - PMS	2,248	2,265	2,287	2,310
Service Learning Coordinator PMHS	2,647	2,667	2,693	2,720
Service Learning Coordinator PMS	1,588	1,600	1,616	1,632
Social & Political Awareness Reading	1,546	1,557	1,573	1,588
Social Studies Honor Society	640	645	651	658
Spanish Club	950	957	967	976
Speech Team Moderator	3,701	3,728	3,766	3,803
Town Meeting Coordinator-Colonial	533	537	542	548
Town Meeting Coordinator-Hutchinson	533	537	542	548
Town Meeting Coordinator-Prospect Hill	533	537	542	548
Town Meeting Coordinator-Siwanoy	533	537	542	548
Tri-M Music Honor Society	955	962	972	982
Video Production Advisor	1,546	1,557	1,573	1,588
Web Design Advisor	1,546	1,557	1,573	1,588
Webmaster- Hutchinson	1,008	1,015	1,025	1,035
Webmaster- PMS	1,008	1,015	1,025	1,035
Webmaster- Prospect Hill	1,008	1,015	1,025	1,035
Webmaster- Siwanoy	1,008	1,015	1,025	1,035
Webmaster-Colonial	1,008	1,015	1,025	1,035

Webmaster-PMHS	1,008	1,015	1,025	1,035
WISE Coordinator (Senior Exploration Advisor)	4,716	4,751	4,799	4,847
Drama/Arts Advisors				
Drama-Advisor Middle School Fall	4,918	4,954	5,004	5,054
Drama-Assistant Advisor Middle School Fall	2,364	2,381	2,405	2,429
Drama-Musical Director Middle School Fall	2,364	2,381	2,405	2,429
HS-Drama Production Business Manager	1,910	1,925	1,944	1,963
HS-Music Director	5,514	5,555	5,611	5,667
Marching Band Director-Fall	4,000	4,030	4,070	4,111
Sock n' Buskin-Assistant Director-crew	2,387	2,405	2,429	2,453
Sock n' Buskin-Assistant Director-Fall	2,387	2,405	2,429	2,453
Sock n' Buskin-Assistant Director-set design	2,387	2,405	2,429	2,453
Sock n' Buskin-Assistant Director-Spring	2,984	3,007	3,037	3,067
Sock n' Buskin-Director-Fall	10,272	10,350	10,453	10,558
Sock n' Buskin-Director-Spring	10,272	10,350	10,453	10,558
Publications Advisors				
DOOR Advisor	2,741	2,762	2,790	2,817
Elementary Newspaper Advisor-Colonial	1,000	1,008	1,018	1,028
Elementary Newspaper Advisor-Hutchinson	1,000	1,008	1,018	1,028
Elementary Newspaper Advisor-Prospect Hill	1,000	1,008	1,018	1,028
Elementary Newspaper Advisor-Siwanoy	1,000	1,008	1,018	1,028
Middle School Journalism Club Advisor	2,369	2,386	2,410	2,434
Middle School Year Book Advisor	3,582	3,609	3,645	3,681
Newspaper Advisor	4,163	4,194	4,236	4,279
Yearbook Advisor	6,445	6,493	6,558	6,624
Yearbook Advisor-assistant	3,701	3,728	3,766	3,803
Yearbook Copy Advisor	1,628	1,640	1,657	1,673
Student Government Advisors				
Elementary Student Government-Colonial	1,134	1,143	1,154	1,166

Elementary Student Government-Hutchinson	1,134	1,143	1,154	1,166
Elementary Student Government-Prospect Hill	1,134	1,143	1,154	1,166
Elementary Student Government-Siwanoy	1,134	1,143	1,154	1,166
HS-Freshman Class Advisor	1,670	1,683	1,700	1,717
HS-Junior Class Advisor	2,865	2,887	2,916	2,945
HS-Senior Class Advisor	6,207	6,254	6,316	6,379
HS-Sophomore Class Advisor	1,670	1,683	1,700	1,717
Middle School G.O. Advisor	7,306	7,361	7,435	7,509
PMS Extracurricular Activity Treasurer	4,937	4,974	5,024	5,074
Senior Class Talent Show	1,194	1,203	1,215	1,227
Student Activity Advisor	4,179	4,210	4,253	4,295
Student Affairs Advisor	9,568	9,640	9,736	9,834
Student Association Treasurer	5,947	5,992	6,052	6,112

## **APPENDIX A4**

### **COACHING SALARIES/STIPEND SCHEDULE**

2016-2017 - There shall be a salary increase equal to three-quarters of a percent to varsity, junior varsity, and assistant coaching/salary stipends. All modified coaching salaries/stipends will remain unchanged from their 2015-2016 levels.

2017-2018 - There shall be a salary increase equal to three-quarters of a percent to varsity and junior varsity, and assistant coaching/salary stipends. All modified coaching and modified assistant coaching salaries/stipends will remain unchanged from their 2015-2016 levels.

2018-2019 - There shall be a salary increase equal to one percent to varsity and junior varsity, assistant coach, and modified coaching/salary stipends.

2019-2020 - There shall be a salary increase equal to one percent to varsity and junior varsity, assistant coach and modified coaching/salary stipends.

**APPENDIX A5**

**PELHAM UNION FREE SCHOOL DISTRICT  
COACHING STIPENDS  
2016-17**

	<b>2016-17</b>				
	<b>Base</b>	<b>110%</b>	<b>120%</b>	<b>130%</b>	<b>150%</b>
	<b>1-2</b>	<b>3-5</b>	<b>6-8</b>	<b>9-10</b>	<b>11 + years</b>
<b>GIRLS</b>					
Basketball	6,835	7,519	8,202	8,886	10,253
Basketball Assistant/Varsity/J.V.	4,934	5,427	5,921	6,414	7,401
Basketball Modified	4,049	4,454	4,859	5,264	6,074
Cheerleader/Twirler/Varsity	3,926	4,319	4,712	5,104	5,890
Cheerleader, J.V.	3,147	3,462	3,776	4,091	4,720
Field Hockey	5,969	6,566	7,163	7,760	8,954
Field Hockey Assistant/J.V.	3,692	4,062	4,431	4,800	5,539
Field Hockey Modified	2,886	3,174	3,463	3,752	4,329
Lacrosse	5,969	6,566	7,163	7,760	8,954
Lacrosse Assistant/J.V.	3,692	4,062	4,431	4,800	5,539
Lacrosse Modified	2,886	3,174	3,463	3,752	4,329
Soccer	5,969	6,566	7,163	7,760	8,954
Soccer Assistant/J.V.	3,692	4,062	4,431	4,800	5,539
Soccer Modified	2,886	3,174	3,463	3,752	4,329
Softball	5,969	6,566	7,163	7,760	8,954
Softball Assistant/J.V.	3,692	4,062	4,431	4,800	5,539
Softball Modified	2,886	3,174	3,463	3,752	4,329
Swimming/J.V.	3,692	4,062	4,431	4,800	5,539
Swimming	5,969	6,566	7,163	7,760	8,954
Tennis	2,997	3,297	3,597	3,896	4,496
Tennis/J.V.	2,715	2,987	3,258	3,530	4,073
Track (Spring)	5,261	5,788	6,314	6,840	7,892
Track (Winter)	5,261	5,788	6,314	6,840	7,892
Volleyball	5,969	6,566	7,163	7,760	8,954
Volleyball Assistant/J.V.	3,692	4,062	4,431	4,800	5,539
Volleyball Modified	2,886	3,174	3,463	3,752	4,329
<b>BOYS</b>					
Baseball Head	5,969	6,566	7,163	7,760	8,954
Baseball Assistant/J.V.	3,692	4,062	4,431	4,800	5,539
Baseball Modified	2,886	3,174	3,463	3,752	4,329
Basketball Head	6,835	7,519	8,202	8,886	10,253
Basketball Assistant/Varsity/J.V.	4,934	5,427	5,921	6,414	7,401
Basketball Modified	4,049	4,454	4,859	5,264	6,074
Football Head	7,858	8,644	9,430	10,215	11,787
Football Assistant/J.V.	5,969	6,566	7,163	7,760	8,954
Golf	2,908	3,198	3,489	3,780	4,361
Golf/J.V.	2,796	3,075	3,355	3,634	4,194
Ice Hockey	6,835	7,519	8,202	8,886	10,253

* Ice Hockey J.V.	4,934	5,427	5,921	6,414	7,401
Ice Hockey Assistant	4,934	5,427	5,921	6,414	7,401
Ice Hockey Modified	4,049	4,454	4,859	5,264	6,074
Lacrosse Head	5,969	6,566	7,163	7,760	8,954
Lacrosse Assistant/J.V.	3,692	4,062	4,431	4,800	5,539
Lacrosse Modified	2,886	3,174	3,463	3,752	4,329
Soccer Head	5,969	6,566	7,163	7,760	8,954
Soccer Assistant/J.V.	3,692	4,062	4,431	4,800	5,539
Soccer Modified	2,886	3,174	3,463	3,752	4,329
* Swimming/J.V.	3,692	4,062	4,431	4,800	5,539
* Swimming	5,969	6,566	7,163	7,760	8,954
Tennis	2,997	3,297	3,597	3,896	4,496
Tennis/J.V.	2,715	2,987	3,258	3,530	4,073
Track (Spring)	5,261	5,788	6,314	6,840	7,892
Track (Winter)	5,261	5,788	6,314	6,840	7,892
Wrestling	6,835	7,519	8,202	8,886	10,253
<b>Combined</b>					
Cross Country	3,657	4,022	4,388	4,754	5,485
Cross Country, Modified	2,476	2,723	2,971	3,218	3,714
Track (Spring) Modified	2,476	2,723	2,971	3,218	3,714
<b>Assistant AD-Equipment Manager</b>					
Fall	3,023	3,325	3,628	3,930	4,535
Winter	3,526	3,879	4,231	4,584	5,289
Spring	2,519	2,771	3,023	3,275	3,779

\*As of 4.26.17, side letter pending to establish this stipend



**APPENDIX A5**

**PELHAM UNION FREE SCHOOL DISTRICT  
COACHING STIPENDS  
2017-18**

	<b>2017-18</b>				
	<b>Base</b>	<b>110%</b>	<b>120%</b>	<b>130%</b>	<b>150%</b>
	<b>1-2</b>	<b>3-5</b>	<b>6-8</b>	<b>9-10</b>	<b>11 + years</b>
<b>GIRLS</b>					
Basketball	6,886	7,575	8,264	8,952	10,330
Basketball Assistant/Varsity/J.V.	4,971	5,468	5,965	6,462	7,456
Basketball Modified	4,080	4,488	4,896	5,304	6,120
Cheerleader/Twirler/Varsity	3,956	4,351	4,747	5,143	5,934
Cheerleader, J.V.	3,170	3,487	3,805	4,122	4,756
Field Hockey	6,014	6,615	7,217	7,818	9,021
Field Hockey Assistant/J.V.	3,720	4,092	4,464	4,836	5,580
Field Hockey Modified	2,908	3,198	3,489	3,780	4,361
Lacrosse	6,014	6,615	7,217	7,818	9,021
Lacrosse Assistant/J.V.	3,720	4,092	4,464	4,836	5,580
Lacrosse Modified	2,908	3,198	3,489	3,780	4,361
Soccer	6,014	6,615	7,217	7,818	9,021
Soccer Assistant/J.V.	3,720	4,092	4,464	4,836	5,580
Soccer Modified	2,908	3,198	3,489	3,780	4,361
Softball	6,014	6,615	7,217	7,818	9,021
Softball Assistant/J.V.	3,720	4,092	4,464	4,836	5,580
Softball Modified	2,908	3,198	3,489	3,780	4,361
Swimming/J.V.	3,720	4,092	4,464	4,836	5,580
Swimming	6,014	6,615	7,217	7,818	9,021
Tennis	3,020	3,322	3,624	3,926	4,530
Tennis/J.V.	2,736	3,009	3,283	3,556	4,104
Track (Spring)	5,300	5,831	6,361	6,891	7,951
Track (Winter)	5,300	5,831	6,361	6,891	7,951
Volleyball	6,014	6,615	7,217	7,818	9,021
Volleyball Assistant/J.V.	3,720	4,092	4,464	4,836	5,580
Volleyball Modified	2,908	3,198	3,489	3,780	4,361
<b>BOYS</b>					
Baseball Head	6,014	6,615	7,217	7,818	9,021
Baseball Assistant/J.V.	3,720	4,092	4,464	4,836	5,580
Baseball Modified	2,908	3,198	3,489	3,780	4,361
Basketball Head	6,886	7,575	8,264	8,952	10,330
Basketball Assistant/Varsity/J.V.	4,971	5,468	5,965	6,462	7,456
Basketball Modified	4,080	4,488	4,896	5,304	6,120
Football Head	7,917	8,709	9,500	10,292	11,875
Football Assistant/J.V.	6,014	6,615	7,217	7,818	9,021
Golf	2,929	3,222	3,515	3,808	4,394
Golf/J.V.	2,817	3,098	3,380	3,662	4,225
Ice Hockey	6,886	7,575	8,264	8,952	10,330
* Ice Hockey J.V.	4,971	5,468	5,965	6,462	7,457

Ice Hockey Assistant	4,971	5,468	5,965	6,462	7,456
Ice Hockey Modified	4,080	4,488	4,896	5,304	6,120
Lacrosse Head	6,014	6,615	7,217	7,818	9,021
Lacrosse Assistant/J.V.	3,720	4,092	4,464	4,836	5,580
Lacrosse Modified	2,908	3,198	3,489	3,780	4,361
Soccer Head	6,014	6,615	7,217	7,818	9,021
Soccer Assistant/J.V.	3,720	4,092	4,464	4,836	5,580
Soccer Modified	2,908	3,198	3,489	3,780	4,361
* Swimming/J.V.	3,720	4,092	4,464	4,836	5,580
* Swimming	6,014	6,615	7,217	7,818	9,021
Tennis	3,020	3,322	3,624	3,926	4,530
Tennis/J.V.	2,736	3,009	3,283	3,556	4,104
Track (Spring)	5,300	5,831	6,361	6,891	7,951
Track (Winter)	5,300	5,831	6,361	6,891	7,951
Wrestling	6,886	7,575	8,264	8,952	10,330
<b>Combined</b>					
Cross Country	3,684	4,053	4,421	4,789	5,526
Cross Country, Modified	2,494	2,744	2,993	3,243	3,741
Track (Spring) Modified	2,494	2,744	2,993	3,243	3,741
<b>Assistant AD-Equipment Manager</b>					
Fall	3,046	3,350	3,655	3,959	4,569
Winter	3,552	3,908	4,263	4,618	5,329
Spring	2,538	2,792	3,045	3,299	3,807

\*As of 4.26.17, side letter pending to establish this stipend

**APPENDIX A5**

**PELHAM UNION FREE SCHOOL DISTRICT  
COACHING STIPENDS  
2018-19**

	<b>2018-19</b>				
	<b>Base</b>	<b>110%</b>	<b>120%</b>	<b>130%</b>	<b>150%</b>
	<b>1-2</b>	<b>3-5</b>	<b>6-8</b>	<b>9-10</b>	<b>11 + years</b>
<b>GIRLS</b>					
Basketball	6,955	7,651	8,346	9,042	10,433
Basketball Assistant/Varsity/J.V.	5,021	5,523	6,025	6,527	7,531
Basketball Modified	4,121	4,533	4,945	5,357	6,181
Cheerleader/Twirlers/Varsity	3,995	4,395	4,795	5,194	5,993
Cheerleader, J.V.	3,202	3,522	3,843	4,163	4,803
Field Hockey	6,074	6,681	7,289	7,896	9,111
Field Hockey Assistant/J.V.	3,757	4,133	4,509	4,884	5,636
Field Hockey Modified	2,937	3,230	3,524	3,818	4,405
Lacrosse	6,074	6,681	7,289	7,896	9,111
Lacrosse Assistant/J.V.	3,757	4,133	4,509	4,884	5,636
Lacrosse Modified	2,937	3,230	3,524	3,818	4,405
Soccer	6,074	6,681	7,289	7,896	9,111
Soccer Assistant/J.V.	3,757	4,133	4,509	4,884	5,636
Soccer Modified	2,937	3,230	3,524	3,818	4,405
Softball	6,074	6,681	7,289	7,896	9,111
Softball Assistant/J.V.	3,757	4,133	4,509	4,884	5,636
Softball Modified	2,937	3,230	3,524	3,818	4,405
Swimming/J.V.	3,757	4,133	4,509	4,884	5,636
Swimming	6,074	6,681	7,289	7,896	9,111
Tennis	3,050	3,355	3,660	3,965	4,575
Tennis/J.V.	2,763	3,039	3,316	3,592	4,145
Track (Spring)	5,353	5,890	6,425	6,960	8,030
Track (Winter)	5,353	5,889	6,425	6,960	8,031
Volleyball	6,074	6,681	7,289	7,896	9,111
Volleyball Assistant/J.V.	3,757	4,133	4,509	4,884	5,636
Volleyball Modified	2,937	3,230	3,524	3,818	4,405
<b>BOYS</b>					
Baseball Head	6,074	6,681	7,289	7,896	9,111
Baseball Assistant/J.V.	3,757	4,133	4,509	4,884	5,636
Baseball Modified	2,937	3,230	3,524	3,818	4,405
Basketball Head	6,955	7,651	8,346	9,042	10,433
Basketball Assistant/Varsity/J.V.	5,021	5,523	6,025	6,527	7,531
Basketball Modified	4,121	4,533	4,945	5,357	6,181
Football Head	7,996	8,796	9,595	10,395	11,994
Football Assistant/J.V.	6,074	6,681	7,289	7,896	9,111
Golf	2,959	3,255	3,551	3,846	4,438
Golf/J.V.	2,845	3,129	3,414	3,698	4,267
Ice Hockey	6,955	7,651	8,346	9,042	10,433
* Ice Hockey J.V.	5,021	5,523	6,025	6,527	7,531

Ice Hockey Assistant	5,021	5,523	6,025	6,527	7,531
Ice Hockey Modified	4,121	4,533	4,945	5,357	6,181
Lacrosse Head	6,074	6,681	7,289	7,896	9,111
Lacrosse Assistant/J.V.	3,757	4,133	4,509	4,884	5,636
Lacrosse Modified	2,937	3,230	3,524	3,818	4,405
Soccer Head	6,074	6,681	7,289	7,896	9,111
Soccer Assistant/J.V.	3,757	4,133	4,509	4,884	5,636
Soccer Modified	2,937	3,230	3,524	3,818	4,405
* Swimming/J.V.	3,757	4,133	4,509	4,884	5,636
* Swimming	6,074	6,681	7,289	7,896	9,111
Tennis	3,050	3,355	3,660	3,965	4,575
Tennis/J.V.	2,763	3,039	3,316	3,592	4,145
Track (Spring)	5,353	5,890	6,425	6,960	8,031
Track (Winter)	5,353	5,890	6,425	6,960	8,031
Wrestling	6,955	7,651	8,346	9,042	10,433
<b>Combined</b>					
Cross Country	3,721	4,093	4,465	4,837	5,581
Cross Country, Modified	2,519	2,771	3,023	3,275	3,779
Track (Spring) Modified	2,519	2,771	3,023	3,275	3,779
<b>Assistant AD-Equipment Manager</b>					
Fall	3,076	3,384	3,691	3,999	4,614
Winter	3,588	3,947	4,306	4,664	5,382
Spring	2,563	2,820	3,076	3,332	3,845

\*As of 4.26.17, side letter pending to establish this stipend

**APPENDIX A5**

**PELHAM UNION FREE SCHOOL DISTRICT  
COACHING STIPENDS  
2019-20**

	<b>2019-20</b>				
	<b>Base</b>	<b>110%</b>	<b>120%</b>	<b>130%</b>	<b>150%</b>
	<b>1-2</b>	<b>3-5</b>	<b>6-8</b>	<b>9-10</b>	<b>11 + years</b>
<b>GIRLS</b>					
Basketball	7,025	7,727	8,430	9,132	10,537
Basketball Assistant/Varsity/J.V.	5,071	5,578	6,085	6,592	7,606
Basketball Modified	4,162	4,578	4,994	5,410	6,243
Cheerleader/Twirlers/Varsity	4,035	4,439	4,842	5,246	6,053
Cheerleader, J.V.	3,234	3,558	3,881	4,204	4,851
Field Hockey	6,135	6,748	7,362	7,975	9,202
Field Hockey Assistant/J.V.	3,795	4,174	4,554	4,933	5,692
Field Hockey Modified	2,966	3,263	3,559	3,856	4,449
Lacrosse	6,135	6,748	7,362	7,975	9,202
Lacrosse Assistant/J.V.	3,795	4,174	4,554	4,933	5,692
Lacrosse Modified	2,966	3,263	3,559	3,856	4,449
Soccer	6,135	6,748	7,362	7,975	9,202
Soccer Assistant/J.V.	3,795	4,174	4,554	4,933	5,692
Soccer Modified	2,966	3,263	3,559	3,856	4,449
Softball	6,135	6,748	7,362	7,975	9,202
Softball Assistant/J.V.	3,795	4,174	4,554	4,933	5,692
Softball Modified	2,966	3,263	3,559	3,856	4,449
Swimming/J.V.	3,795	4,174	4,554	4,933	5,692
Swimming	6,135	6,748	7,362	7,975	9,202
Tennis	3,080	3,388	3,696	4,005	4,621
Tennis/J.V.	2,791	3,070	3,349	3,628	4,186
Track (Spring)	5,407	5,948	6,489	7,030	8,111
Track (Winter)	5,407	5,948	6,489	7,030	8,111
Volleyball	6,135	6,748	7,362	7,975	9,202
Volleyball Assistant/J.V.	3,795	4,174	4,554	4,933	5,692
Volleyball Modified	2,966	3,263	3,559	3,856	4,449
<b>BOYS</b>					
Baseball Head	6,135	6,748	7,362	7,975	9,202
Baseball Assistant/J.V.	3,795	4,174	4,554	4,933	5,692
Baseball Modified	2,966	3,263	3,559	3,856	4,449
Basketball Head	7,025	7,727	8,430	9,132	10,537
Basketball Assistant/Varsity/J.V.	5,071	5,578	6,085	6,592	7,606
Basketball Modified	4,162	4,578	4,994	5,410	6,243
Football Head	8,076	8,884	9,691	10,499	12,114
Football Assistant/J.V.	6,135	6,748	7,362	7,975	9,202
Golf	2,988	3,287	3,586	3,885	4,483
Golf/J.V.	2,873	3,161	3,448	3,735	4,310
Ice Hockey	7,025	7,727	8,430	9,132	10,537
* Ice Hockey J.V.	5,071	5,578	6,085	6,592	7,606

Ice Hockey Assistant	5,071	5,578	6,085	6,592	7,606
Ice Hockey Modified	4,162	4,578	4,995	5,410	6,243
Lacrosse Head	6,135	6,748	7,362	7,975	9,202
Lacrosse Assistant/J.V.	3,795	4,174	4,554	4,933	5,692
Lacrosse Modified	2,966	3,263	3,559	3,856	4,449
Soccer Head	6,135	6,748	7,362	7,975	9,202
Soccer Assistant/J.V.	3,795	4,174	4,554	4,933	5,692
Soccer Modified	2,966	3,263	3,559	3,856	4,449
* Swimming/J.V.	3,795	4,174	4,554	4,933	5,692
* Swimming	6,135	6,748	7,362	7,975	9,202
Tennis	3,080	3,388	3,696	4,005	4,621
Tennis/J.V.	2,791	3,070	3,349	3,628	4,186
Track (Spring)	5,407	5,949	6,489	7,030	8,111
Track (Winter)	5,407	5,949	6,489	7,030	8,111
Wrestling	7,025	7,727	8,430	9,132	10,537
<b>Combined</b>					
Cross Country	3,758	4,134	4,510	4,886	5,637
Cross Country, Modified	2,544	2,799	3,053	3,308	3,817
Track (Spring) Modified	2,544	2,799	3,053	3,308	3,817
<b>Assistant AD-Equipment Manager</b>					
Fall	3,107	3,418	3,728	4,039	4,660
Winter	3,624	3,986	4,349	4,711	5,436
Spring	2,589	2,848	3,107	3,366	3,883

\*As of 4.26.17, side letter pending to establish this stipend

## APPENDIX C

The following principles are to be followed in the application of Teachers' Salary Schedule:

1. No incoming teacher is to receive a higher salary than a present teacher with equal training and experience. The Superintendent will evaluate years of experience\* and academic credits which may be applied to salary classification at the time of allowances for previous training and experience are not renegotiable after employment.

**\* Experience as herein used means credit for prior service granted at time of employment plus teaching experience in the Pelham Public Schools.**

2.
  - (A) Salary advancement due to change in classification shall be pro-rated on an annual basis. Salary changes shall become effective on September 1 and February 1, provided required number of credits has been submitted and approved prior to the effective date.
  - (B) The interim advancements (IA, II, IIA, VA, VII) will be granted on the condition that no less than the required number of credits shall have been earned and approved within a period of five years prior to the effective date for such salary advancement. There is no time limitation on credits earned for advancement to Class III, IV, VB, VI, and VII since each represents a full year of study.
  - (C) Evidence of credits earned for advancement in salary classification must be submitted in the form of an official college transcript or a certificate for in-service study work. In either case such study shall be approved by the Superintendent as being pertinent to the work of the teacher, and ratified by the Board, before advancement in classification may become effective. At least nine of fifteen credits required for advancement must be college courses and be supported by official college transcripts.
  - (D) Effective July 1, 1972, the Board of Education shall grant one-half year of a teacher's related business or professional experience. Such credit shall not exceed two years.
  - (E) A teacher, on prior notice to the Superintendent's office, may undertake educational travel and request in-service credit for advancement on the Teachers' Salary Schedule. A committee selected by agreement between the Superintendent and the President of the Association will meet to evaluate the project. Credit toward salary advancement may be granted at the discretion of the committee.
3. Annual increments within a classification shall be automatic except as noted in paragraphs 4 and 5.

APPENDIX C  
(continued)

4. At the discretion of the Board, upon recommendation of the Superintendent, an increase in excess of that established by the schedule may be granted for merit, not exceed maximum. At the discretion of the Board, upon recommendation of the Superintendent, an increase may be withheld for reasonable cause demonstrated. In such instances, the Association shall have the right to challenge whether reasonable cause exists by filing for arbitration directly at Stage 4 of the grievance procedure. However, notwithstanding the provisions of Stage 4, the loser of the arbitration must pay the full cost of the arbitrator."
5. Extra compensation is provided for a number of special assignments which make unusually heavy demands in terms of time and responsibility.
  - (A) Guidance counselors and staff psychologists: a separate schedule is provided for guidance counselors and staff psychologists. Salaries under this schedule are computed by adding four percent to the figures on the Teacher's Salary Schedule. This additional remuneration is provided in recognition of additional responsibility and time required for these duties. Guidance counselors and staff psychologists assigned to duties either after graduation or prior to the opening of school in August or September will receive ~~extra per diem~~ compensation *hourly rate* based on their salary for the fiscal year in which they rendered service.

All guidance counselors and staff psychologists will work five days after graduation. All guidance counselors and staff psychologists will work up to ten days prior to the opening of school is requested by the Superintendent for his/her designee. Any such request will be made by June 30 and will specify the days upon which the counselors and staff psychologists will be requested to work. Every effort will be made to accommodate a counselor and staff psychologist who has made long-range plans for a given summer.
  - (B) Department Chairperson in the District are subject to annual appointment. This does not, however, affect their tenure status as teachers. The Department chairperson is responsible for assisting all teachers in his/her department, for identifying the department's needs for instructional material. The salary differential for the department chairpersons is based on the number of teachers in the department and may be found in the Appendix A.
  - (C) Major extracurricular activities: Teachers assuming major extracurricular activities such as coaching, interscholastic sports, sponsoring the school yearbook, school paper, dramatics, G. O. Store, school band, advisor to the cheerleaders and twirlers, and caring for student funds, shall receive a salary differential based on the premise that they assume a significant amount of time and responsibility beyond that normal required of other teachers.



**APPENDIX C**  
**(continued)**

The amount of salary differential paid for major extracurricular activities is computed by means of a formula devised by the members of the Association and approved by the Board. The formula is based on six categories:

1. Number of students involved in the activity.
2. Student and community interest, pressure, and enthusiasm.
3. Injury liability.
4. Hours involved.
5. Weekend, evening, and vacation time involved, and duration of activity.
6. Financial accounting involved; facility and equipment responsibility.

Each category is rated on a base of 1-5 points for each extracurricular activity. A rating of 30 points represents the maximum of 100% for extra pay and the dollar value is computed by multiplying the amount designated as Step 1 on the Master's Degree scheduled by 12%. The current schedule for extra pay is listed in the Appendix of the Policies and By-Laws, and in Appendix A of this Agreement.

The high school principal, with the concurrence of the middle school principal, is responsible for making assignments for coaching and other extracurricular activities, subject to the approval of the Superintendent and ratification by the Board. As a general rule, high school physical education teachers will not be assigned more than two seasons of coaching nor academic teachers more than one. With the approval of the elementary school principal, the high school principal may call upon a physical education teacher in the elementary schools to coach one high school interscholastic sport. During seasons when the high school physical education teacher is not coaching, he/she shall be expected to supervise intramural activities at least two days each week. The elementary physical education teacher, then not engaged in high school coaching, shall be expected to assume after-school responsibilities as assigned by his/her principal. With the exception of those engaged in coaching, it shall be the policy not to assign more than one major extracurricular responsibility to any one teacher.

6. Coaching Salaries: A five-step seniority schedule for coaches has been established as follows:

Steps 1 and 2 will be paid at the existing base; steps 3-5 will be paid at the 110% of the base; steps 6-8 will be paid 120% of the base; steps 9-10 will be paid at 130% of the base; steps 11 and beyond will be paid at 150% of the base.

In order to advance on the coaching schedule, coaching service must be in the same sport. Service need not be consecutive in order to receive credit toward advancement on the coaching schedule.