

FILE COPY

CONTRACT

**Between
PORT CHESTER-RYE UNION FREE SCHOOL DISTRICT
BOARD OF EDUCATION
and the
PORT CHESTER TEACHERS ASSOCIATION**

**2019-2020
2020-2021
2021-2022
2022-2023**

Success for Every Student

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

This contract is entered into this 17th day of December 2021, by and between the Port Chester Teachers Association (hereinafter called the "Association") and the Port Chester Board of Education (hereinafter called the "Board").

The term of this agreement shall be for four (4) years, commencing July 1, 2019 and ending June 30, 2023.

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

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

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

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

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

ARTICLE II - NEGOTIATION PROCEDURE

- A. No later than December 1st of the calendar year preceding the termination of the within contract, the parties will enter into good faith negotiations for a new contract covering the future school year or years.
- B. Each party to the negotiations shall be free to select its own negotiation representatives from within or outside the School District who shall be the duly designated representatives of the Board and the Association. Each party shall at all times be entitled to have legal counsel present during negotiations.
- C. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromises in the course of the negotiations. No contract negotiated shall be final or binding until ratified by a majority of the Board and a majority of the Association.
- D. Requests for meetings from the Association shall be made in writing directly to the Board of Education or their representatives. Requests from the Board or their representatives shall be made in writing to the President of the Association or his/her representatives. A mutually convenient meeting date shall be set no later than ten calendar days from the date of the request and scheduled at a mutually convenient place, time and date.

ARTICLE III - EMPLOYEE RIGHTS

- A. It is recognized that democratic values can best be transmitted in an atmosphere which is free from censorship. It is further recognized that the learning process demands an air of open inquiry in which academic freedom of both bargaining unit member and student is encouraged.
- B. In keeping with the spirit of the above, bargaining unit members shall have the following rights:

1. The right to exercise professional judgment in the manner of presenting educational material to a class.
 2. The right to teach free from unreasonable interruption.
 3. The right to be free of coercion from all sources and to refrain from coercing others.
 4. The right to participate cooperatively in the implementation of school policy.
- C. Unless otherwise stated, all benefits and pay provisions provided under this Agreement shall apply to part-time unit members on a pro rata basis. For the purposes of this provision, except for health premiums, the health buyout and retiree health vesting, the proration shall be in these fractions .80, .60, .50 and .40. These fractions shall also apply to leave days. For contribution to the welfare fund, less than .50 FTE shall receive no contribution and .50 and greater FTE shall receive the full amount of contribution.

ARTICLE IV - GRIEVANCE

- A. Definition - A grievance is the complaint of an employee, a group of employees similarly affected, or the Association, of an alleged violation, misinterpretation, or misapplication of any of the terms and conditions of this contract.
- B. Purpose - The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to a grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Time Limits
1. All time limits herein shall consist of working days, except that when a grievance is submitted on or after June 1st, time limits shall consist of all week days so that the matter may be resolved before the close of school or as soon as possible thereafter. At the request of a grievant or hearing officer time limits specified in this Article shall not be applicable during the period of a scheduled vacation. The time limits specified may, however, be extended by mutual agreement.
 2. No written grievance will be entertained, and such grievance will be deemed waived, unless written grievance is submitted at the first available stage within forty-five (45) days after the bargaining unit member, a group of bargaining unit members, or the Association knew, or should have known, of the act or condition on which the grievance is based.
 - 3a. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this contract shall be barred.
 - b. Failure at any level of the grievance procedure to communicate a decision to the aggrieved party and/or his/her representatives within the specified time limit shall permit the lodging of an appeal at the next level of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- D. Procedure
1. Level One
 - a. The grievant shall present his or her grievance in writing to the Building Principal who shall conduct a hearing thereon within five (5) working days after receipt of said grievance. The Building Principal must provide the grievant with a written decision within three (3) working days after the hearing.
 - b. Any grievance which would be beyond the authority or jurisdiction of the Building Principal to resolve may be submitted directly at Level Two.
 2. Level Two

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

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

4. Level Four

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

- E. When it is mutually agreed by the Board of Education and the Port Chester Teachers Association, lower levels of the grievance procedure may be waived, and a grievance may be submitted directly to binding arbitration.
- F. Representation - Either party shall be entitled to representation by a person(s) of his/her own choosing at Levels One, Two, Three and Four, and shall be entitled to present such witnesses as may be necessary for the proper prosecution of the grievance or the defense thereof.
- G. Miscellaneous
 - 1. Grievance proceedings are deemed to be confidential and the records of such proceedings shall be maintained separately from personnel records. No account of such proceedings shall be made known or available to persons or media except with the written mutual consent of the parties thereto or to the extent permitted by law.
 - 2. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this contract.
 - 3. Arbitration shall not be used for the purpose of adding to or changing the specific provisions of this contract.
 - 4. No action of any kind will be taken by the Board or by any member of the administration against any participant in the grievance procedure by reason of such participation.

ARTICLE V - TEACHER-ASSOCIATION PRIVILEGES

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

agrees that such deductions shall continue pursuant to the terms of the NYSUT Membership Enrollment Form and after a voluntary or involuntary leave of absence.

2. Deductions referred to above will be made in equal installments from each pay check through June. The Board will not be required to honor any authorizations that are delivered to it later than three weeks prior to the distribution of the payroll from which the deductions are to be made.
- H. The employer shall check-off and remit payments to the NYSUT Benefit Trust (Life, Car and Home Insurance, Disability Income Protection, and Legal Service Plan) upon submission of signed authorization to the payroll office for anyone within the Bargaining Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the Employee to the Employer. The Employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the bargaining agent with a list of all Employees from whose salaries such deductions have been made.
- I. Agency Shop: Pursuant to Section 208 (3) (b) of the Taylor Law, all members of the bargaining unit who are not members of the Association shall be required to pay an agency fee to the Association in an amount equivalent to Association dues. The District will make agency fee deductions from the paycheck of all non-association members and shall transmit the sums so deducted to the Association at the same time and in the same manner as dues deducted from the salaries of Association members.

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

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

1. By August 1st of each year, the Board will make available to the Association the names, addresses, job titles and work locations of all new instructional personnel who have been hired to that date, but subsequent to June 30 of that same year.
2. When teaching personnel are hired subsequent to August 1st of a year, but prior to June 30 of the following year, the Board will notify the Association within ten (10) days after such hiring, and provide the member's name, home address, job title and work location.
- J. Provision shall be made for Association officers to participate in the orientation of new bargaining unit members.
 1. The Association will be given a reasonable amount of time to address new bargaining unit members at the district orientation meeting to acquaint them with professional aims of the Association.
 2. At some time during orientation day the Building Representatives of the Association shall have ten (10) minutes at the orientation meeting to meet with bargaining unit members new to their respective buildings for the sole purpose of acquainting them with the community services pertaining to the school and the teaching profession.
- K. The Association will be given time to conduct an Association meeting after the conclusion of the Superintendent's Conference Day, if any.

ARTICLE VI - GENERAL SCHOOL DAY

- A. Each bargaining unit member is required to report to his/her assigned school no later than ten (10) minutes prior to the start of the student instructional day. The bargaining unit member must be present in his/her designated room or area in sufficient time to receive the students and to conduct his/her assigned activity without delay. When weather or other emergency conditions warrant, the bargaining unit member may be required to supervise students during this ten (10) minute period. Each bargaining unit member is also required, when necessary, to remain after school to help pupils, attend professional meetings and participate in those activities that, as a professional, the bargaining unit member and/or administrator consider an outgrowth or adjunct of the instructional program. In calling such after school meetings, the District shall not act in an arbitrary or capricious manner. The after-school meetings will conclude by no later than 4:00 p.m.
- B. The instructional day for elementary pupils shall commence at 8:30 a.m. and conclude between 2:45 and 3:00 p.m. The school day will be increased an additional five (5) minutes each day to allow for extra help, to attend meetings and for communication with District and parents.

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

The instructional day for Middle School students shall commence at 8:15 a.m. and conclude at 3:00 p.m. The school day will be increased an additional five (5) minutes each day to allow for extra help, to attend meetings and for communication with District and parents.

The instructional day for Senior High School students shall commence at 8:10 a.m. and conclude at 3:00 p.m. The school day will be increased an additional five (5) minutes each day to allow for extra help, to attend meetings and for communication with District and parents.

The number of periods in the high school shall be determined by the Superintendent. Any change that alters one or more class periods by greater than 15 minutes from the existing schedule shall require the Superintendent to give bargaining unit members affected a minimum of six months' notice.

For high school schedules of eight or less periods per day, the following shall apply:

1. A minimum of 46 minutes of continuous preparation time and a 46 minute continuous lunch period.
2. The total amount of contact (instructional) time shall not exceed 230 minutes per day.

For high school schedules of nine or more periods per day, the following shall apply:

1. The total amount of contact (instructional) time shall not exceed 400 minutes every two days.
 2. There shall be a total of 240 minutes of preparation and lunch periods every two days.
 - a. Daily lunch periods shall be continuous and shall be the same duration as a class period with a minimum of 37 continuous minutes.
 - b. There shall be a minimum of 30 continuous minutes of preparation time per day.
 - c. All preparation periods must be a minimum of 30 continuous minutes.
- C. Each bargaining unit member will indicate arrival and departure time at the beginning and at the end of each day by using an electronic method to be installed at each school, which shall be a swipe card.
- D. Each bargaining unit member who will be absent must give proper notification at least two (2) hours prior to morning report time, unless extenuating circumstances preclude such notice. An answering service will receive bargaining unit members' telephone calls at all times including Saturdays, Sundays and holidays from September 1st to June 30th.
- E. It is the responsibility of the school district to provide substitute teachers for absent classroom teachers and for teachers of the following elementary areas: vocal music, physical education, library, and English as a second language and after three (3) consecutive days for teachers of speech and instrumental music, provided certified personnel in these areas is available.
- F. No bargaining unit member in attendance may be used to cover the duties of an absent bargaining unit member, nor to absorb the class of an absent bargaining unit member into his/her own, except in case of immediate emergency. Should such immediate emergency exist, the following provision shall be in effect:
1. Elementary school bargaining unit members who have endured program disruption as defined above for one (1) hour or more shall receive funds for the purchase of supplies, materials or classroom activities to benefit the students. All expenditures shall be expended pursuant to established District procedures. For the duration of the contract, the fund shall be at the rate of \$20.00 per hour.
 2. Middle School teams which have absorbed the duties of an absent team member for one hour or more shall receive funds as provided in (1) above. Where an individual bargaining unit member absorbs the duties of an absent middle school bargaining unit member for one (1) hour or more, then the provisions of (3) below apply.
 3. When it becomes necessary for a senior high school teacher (9-12) to cover a class during his/her preparation period, the teacher will receive compensatory time in lieu of an administrative assignment.
 4. All emergency class coverage and/or class absorption shall be made on a rotating, equitable basis. Master records, maintained by each building principal shall be readily available for examination by bargaining unit members.
- G. Except where such scheduling is impossible, and within existing staff, each elementary school teacher shall be scheduled for at least one (1) period each day during which a specialist shall teach his/her class and he/she shall have a preparation period of 30 minutes. District will make reasonable efforts to secure substitute coverage for specialists. In the event an elementary teacher does not receive a preparation period due to lack of substitute coverage, he/she will be compensated at a rate of \$12.50 for the missed period.

Notwithstanding the above, for elementary classroom teachers, the District shall be deemed to satisfy preparation time requirements effective with the 2016-17 school year by providing at least four (4) preparation periods during the course of the work week of at least thirty (30) minutes duration, with self-directed group planning time counting towards such preparation time. All elementary prep time related grievances shall be withdrawn with prejudice upon ratification of this memorandum of agreement.

- H. All scheduled preparation periods may be used at the teacher's professional discretion. Except for his/her lunch period, a bargaining unit member may not leave the building during preparation periods without permission of the principal. On the elementary level (K-5) scheduled preparation periods may be used at the teacher's professional discretion, except when the Principal calls a meeting for school-related purposes. The Principal shall call no more than one meeting per month for school related purposes during a teacher's scheduled preparation period.
- I. Lesson plans shall be submitted weekly, bi-weekly or monthly, at the discretion of the Principal. Lesson plans may include technology and/or audio-visual aids. Field trip lesson plans must be submitted as per District policy.

ARTICLE VII - SCHOOL CALENDAR

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

Effective July 1, 2019, the number of days in the calendar that is distributed to that staff and students shall not exceed 185 teacher days.

If fewer than three (3) emergency days are used, school will be closed for one (1) additional day, with the date *recommended* by the calendar committee.

Emergency days shall encompass any days that school is closed due to weather or emergency.

ARTICLE VIII - VACANCIES, TRANSFERS, AND NEW POSITIONS

- A. The Board declares its support of a policy of filling vacancies and new positions from within the ranks of its own professional staff. A copy of all notices of vacancies and new positions will be forwarded to the President of the Association at the same time as such notices are posted for the information of teaching personnel. Notice of vacancies and new positions will be promptly posted and publicized in all schools by a written announcement from the Superintendent of Schools well in advance of the date for filling such positions and vacancies. Should such positions or vacancies occur during the summer months, the Board shall notify all personnel by mail.
- B. These notices shall set forth the qualifications for the position. Any bargaining unit member having those or equivalent qualifications, may file a written application with the Superintendent of Schools within the time limit announced for such a position.
- C. Vacancies and new positions shall be filled on the basis of competence, qualifications, length of experience, and other relevant factors without regard of age, race, creed, nationality, sex, marital status, religion or sexual orientation.
 - 1. An applicant with more years of service in the district shall be given appropriate consideration for such a position unless the qualifications of a competing applicant are substantially superior. The final selection shall rest with the Superintendent subject to approval by the Board of Education.
 - 2. A request made by a bargaining unit member for a transfer to a different class, building or position shall be made in writing to the Superintendent. The application shall set forth the reasons for the transfer, the school, grade, or position sought, and the applicant's qualifications.

3. An applicant for either transfer or change of position shall be notified promptly in writing by the Superintendent of the decision and the reasons for that decision.
 4. A bargaining unit member who will be affected by a change of assignment will be consulted and notified no later than thirty (30) days before the effective date of the transfer except in case of emergency.
 5. Effective July 1, 2020, when a situation arises, wherein a particular certification(s) is required for the position in question, involving the transfer for personnel from one building to another, volunteers who are certified for the position shall be transferred based upon their districtwide seniority, except as it relates to special education personnel. If an involuntary transfer of personnel from one building to another, due to lack of volunteers becomes necessary, the least senior member in the district who is certified for the position shall be the one to be transferred (i.e., bilingual teachers, dual language teachers, ESL teachers). If the transfer of a unit member (in a voluntary transfer or involuntary transfer) causes undue hardship on the district (i.e., several other transfers will have to take place as a result of the one involuntary transfer and in the case of special education personnel), the district will transfer the teacher or teaching assistant with the appropriate tenure area and certification who can best meet the needs of the students impacted. In determining whether an undue hardship exists, the district shall consult the Association President.
 6. Except in case of necessity, no bargaining unit member may be assigned outside his/her area of certification. Such necessity may not be deemed to exist beyond the end of the school year in which the voluntary or involuntary appointment was made.
- D. The Superintendent shall have the authority, in his/her sole discretion, to implement a maximum of five (5) involuntary transfers for each school year. There shall be two types of involuntary transfers which the Superintendent may implement under this provision. The first type of involuntary transfer shall consist of looping to change a school (i.e., 8th to 9th grade; 9th back to 8th grade) for the purpose of continuity and transition. Each change shall count as a separate transfer. The second type of involuntary transfer which may be implemented by the Superintendent is a transfer because of ineffectiveness or poor performance in the current assignment when the Superintendent believes another assignment would be in the best interest of the District and the individual for sound educational reasons.

An involuntary transfer for ineffectiveness or poor performance may only be made provided that the Superintendent meets with the individual involved and his or her union representative for the purpose of advising the teacher and discussing a plan for improving the teacher's performance, which may include mentoring and training. The Superintendent shall provide the teacher with his/her expectations for the teacher. The individual will have a minimum of a semester or equivalent to perform to the Superintendent's satisfaction. If the individual in the Superintendent's discretion fails to do so, the transfer will be implemented. The Superintendent's decision shall not be arbitrary or capricious. The Superintendent's decision shall be subject to the challenge through the grievance procedure on the basis of arbitrary and capriciousness. This language on involuntary transfers does not apply to assignments within buildings, which is governed by the existing contract, and this language shall not apply to special education services where services have to be delivered at another school or building. Involuntary transfers under this provision may only take place in September or January of each school year.

ARTICLE IX - TEACHING CONDITIONS

- A. The Association and the Board recognize that optimum school facilities for both students and bargaining unit members are desirable to assure the high quality of education that is their goal for the children of Port Chester.
- B. The Board agrees to provide, insofar as possible, school buildings sufficiently equipped and maintained in terms of space, educational tools, supply items, and materials needed by the individual bargaining unit member.
- C. The Board shall provide in each school, adequate duplicating facilities to aid bargaining unit members in the preparation of instructional materials. Duplicating machines shall be kept in proper working order. It shall be the responsibility of each building principal to arrange for prompt repair service.
- D. The Board shall make available in each school, for exclusive bargaining unit member use, adequate lunchroom, restroom and lounge facilities. Under no circumstances shall the teachers' lounge be used for instructional purposes.
- E. Whenever feasible, public telephone facilities shall be available to bargaining unit members in each building. Teachers are not permitted to use District phones for personal long distance calls.

- F. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being, except in case of immediate emergency.
- G. If it is necessary to make any cuts in a budgetary request submitted by a bargaining unit member or a department, such cuts will be made in consultation with the principal, bargaining unit member and department.
- H. Adequate parking facilities will be provided at each building whenever possible.
- I. The Board of Education shall continue to provide one (1) computer to each elementary school, and one (1) computer to each department in the secondary schools, for use by the teachers of major disciplines (English, Social Studies, Science, Mathematics, and Foreign Language).
- J. The Board of Education agrees that lesson plan books, record books, lists of students assigned to each class, and other supplies necessary to good instruction and class organization shall be on hand the day school opens.
- K. Use of E-Chalk/E-Mail. PCTA members shall use e-mail and e-Chalk provided by the District as a form of communication and in response to administration. The use of computers, e-mail and the Internet is permitted only as per District Rules, Regulations and Board Policy.

ARTICLE X - STUDENT DISCIPLINE AND BARGAINING UNIT MEMBER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom. Such policy shall be made public knowledge and shall be consistent with SAVE legislation.
- B. When a bargaining unit member makes an RTI behavioral referral, he/she shall be advised of the action taken in response to the referral at the earliest time practicable in terms of when a decision has been made in response to the referral.
- C. General Procedures to be followed in all cases of removal:
 - 1. A teacher may remove a disruptive or violent child from a class situation pursuant to SAVE legislation and District Code of Conduct.
 - 2. The teacher shall fill out an anecdotal record of each removal on a form to be supplied by the school administration. One copy shall be retained by the teacher and three (3) copies shall be forwarded to the building principal within twenty-four (24) hours.
 - 3. At the time a student is removed, the building principal, or whomever he/she designates if he/she is absent for any reason, shall be required to record the name of the student removed, the name of the teacher who has removed the student, the date, and the reason for the removal. Such record shall be kept electronically. The building principal must inform the parent(s) after the first removal and set up a meeting including parent, teacher, and principal. This meeting shall take place as soon as possible after the removal.

Within twenty-four (24) hours of receipt of anecdotal records pertaining to the removal of a student, the building principal shall be required to record his/her disposition of the case on all copies; he/she is to return one (1) to the teacher, keep one (1) for his/her records, and forward one (1) to the Superintendent of Schools.
- D. When a student in the elementary school (K-4) has been removed three (3) times within a five (5) month period and in the Middle and Senior High (5-12), two (2) times within a five (5) month period, the building administrator must notify the Superintendent of Schools and a Superintendent's or Principal's Hearing will be convened.
- E. If a student threatens to assault a bargaining unit member or uses vile and obscene language toward a teacher, the student must automatically be excluded from all regular classes until a parent/guardian comes to school for a meeting with the building principal, the bargaining unit member, and the student. If, after such a meeting, the student returns to class and continues to exhibit disruptive or disrespectful behavior in the classroom and such behavior be substantiated by anecdotal record, then he/she shall be suspended and his/her case referred to the Superintendent of Schools for disposition. Any actions taken pursuant to this Article must be consistent with SAVE legislation.

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

ARTICLE XI - PROFESSIONAL IMPROVEMENT

- A. A teacher is limited to a maximum of six (6) in-service credits per school year. At the discretion of the Superintendent of Schools, subject to the above maximum and with prior approval, salary credit may be approved for special courses pertinent to the teacher's area of instruction, but offered outside the school district.
- B. The Association shall appoint a committee to work with the Superintendent or with whomever may be delegated this area of responsibility in the selection and institution of the inservice courses. The selection of the course(s) shall be within the sole discretion of the District.
- C. Documented inservice credit from other school systems shall be evaluated and may be transferable upon employment in the Port Chester School System.
- D. Each participant may be charged a nominal tuition fee to defray the cost of the inservice courses.
- E. Two (2) additional 90 minute professional development sessions per school year, to conclude no later than 4:45 p.m. One session will take place during the fall semester and one in the spring. Such days shall be scheduled prior to the start of the school year. For the 2019-2020 year, the district shall schedule one (1) professional development day for March 17, 2020 which will end at 4:30 p.m.

Members will be responsible for completing Global Compliance Training, not to exceed four (4) hours, outside of the school day. Two week's notice shall be provided for each assignment.

District provided professional development session topics will be determined by a committee of teachers appointed by the Association and supervisors appointed by the Superintendent or his/her designee. If the committee cannot agree on session topics, the Superintendent or his/her designee will consult with the committee and thereafter set the session topics.

If a member is absent for one of the 90-minute sessions, the member will participate in a 90-minute pre-recorded webinar provided by the district on another day after school hours in a designated district location.

If a member is absent on a Superintendent's Conference Day, the member will participate in two (2) 90-minute district provided webinars on two (2) separate days after school hours in a designated district location.

The make-up sessions will be scheduled on a mutually agreed upon date between administration and bargaining unit members within 30 days after the date of the professional development session missed.

ARTICLE XII - EVALUATION

The provisions of this Article shall apply to those unit members who are not subject to evaluation pursuant to the provisions of Section 3012-d of the Education Law and Part 30-3 of the Regents Rules.

- A. Bargaining unit member observation and evaluation is designed to improve the total instructional program. The evaluating instrument shall be used in a constructive way. Comments relating to bargaining unit member weaknesses shall be accompanied by suggestions for improvement of performance.
- B. Observation and evaluation report forms shall be developed by a joint committee of bargaining unit members selected by the Port Chester Teachers Association and a committee of administrators selected by the Superintendent of Schools. There shall be equal representation of bargaining unit members and administrators not exceeding four (4) representatives from each group. Conflicting opinions between the committee and the Superintendent shall be resolved at meetings between the Superintendent and the joint committee. Final determination shall rest with the Superintendent of Schools.
- C. All formal observations of bargaining unit member activities in the classroom shall be conducted openly with the bargaining unit member's full knowledge and awareness. Every Principal should have the right to request instructional technology in a formal observation.
- D. Responsibility for observing and evaluating bargaining unit members may be performed by the following designated personnel: Superintendent of Schools, Assistant Superintendents, Principals, Assistant Principals, Deans, Department Chairpersons, Directors, and certified Administrators assigned to a specific school.
- E. Observations may be formal or informal. Informal observations are discretionary with the administrator. An administrator shall be defined as a Board appointed administrator acting in the capacity of administrator. They include classroom visitations and/or observations of other educational and supervisory activities. Formal observations include planned visitations by the administrator for the purpose of appraisal. During a formal observation the administrator shall remain in the classroom for a minimum of thirty (30) minutes. The time actually spent during the observation shall be noted in the formal observation report. Each formal observation report shall contain only comments resulting directly from the specific time period designated in the report. However, informal observations may be considered in a bargaining unit member's overall evaluation.
- F. Communication between the staff member and the principal (and/or designated administrator) is an essential part of the appraisal program. All aspects of the appraisal program will be discussed in conference. The written appraisal and formal observation shall be discussed in conference between the principal (and/or designated administrator) and the staff member.
 - 1. At least two (2) working days before such formal evaluation, the designated observer shall hold a pre-conference with the bargaining unit member scheduled to be observed. The conference shall cover such questions as: "What are we trying to accomplish? How will we determine desired outcomes? etc."
 - 2. Within ten (10) working days after the observations, a post-conference will be held between the observer and the staff member. The bargaining unit member will be given a copy of the observation report prepared by the administrator. Once the draft observation report is presented to the teacher at the post conference, no new matters discussed at the post conference may be included in the final observation report, except with the consent of both the teacher being observed and the administrator conducting the observation. The bargaining unit member will have the right to add his/her comments to the report.
 - 3. The final observation report must be provided to the teacher within 5 business days of the date of the post-observation conference.
- G. Formal Observations for Evaluation Purposes
 - 1. The procedure for observation as stated in Section F shall govern.
 - 2. First, second, and third-year probationary teachers shall be observed formally at least three (3) times yearly. The first observation shall be made no later than November 30, the second observation no later than February 28, and the third observation no later than April 15.
 - 3. Teachers in their final year of probationary service shall be observed at least three (3) times yearly. The first observation shall take place no later than October 31, the second observation shall take place no later than December 15, and the third observation shall take place no later than February 21.

4. Tenured teachers shall be observed at least once but no more than twice per year. The observation shall take place no later than May 1.
 5. In the event that a teacher shall have been engaged at a time other than the beginning of the school year, he/she shall be formally observed after a period deemed reasonable to the Superintendent of Schools, at a date no later than three (3) months after employment, and subsequently (after a period deemed reasonable to the Superintendent of Schools) within three (3) working months thereafter.
 6. The Building Principal and tenured teacher may mutually agree to an Alternative Professional Growth Project in lieu of the Formal Observation procedure currently provided. In the absence of said mutually agreeable plan, Section G4 of the Agreement will apply.
- H. Year-End Evaluation Report of bargaining unit member
1. The year-end evaluation report by the principal shall cover the varied aspects of the bargaining unit member's professional service and not merely classroom observation reports.
 2. A copy of the principal's year-end evaluation report for probationary teachers who are not in their final year of probationary service will be submitted to the teacher and the Superintendent no later than May 7.
 3. A copy of the principal's year-end evaluation report for teachers in their final year of probationary service will be submitted to the teacher and the Superintendent no later than March 15.
 4. A copy of the principal's year-end evaluation report of each tenured teacher shall be submitted to the teacher and the Superintendent no later than June 1.
 5. The teacher shall have the right to submit additional information to the Superintendent should said teacher disagree with any part of the year-end evaluation report.
- I. The file of any bargaining unit member shall be confidential and its contents shall not be disclosed to any person other than authorized school personnel, except by written permission of the bargaining unit member.
- J. A copy of all material placed in a bargaining unit member's personnel file shall be sent to the bargaining unit member.
- The bargaining unit member shall have the right to submit a reply to the material, and the reply shall be placed in the bargaining unit member's personnel file.
- K. Upon written request, a bargaining unit member shall have the right to review his/her own file in the presence of the Superintendent of Schools or his/her delegated representative. The teacher may be accompanied by his/her representative.
- L. The bargaining unit member may be permitted copies of material contained in his/her file.

ARTICLE XIII - AIDES AND SECRETARIAL ASSISTANCE

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

ARTICLE XIV - LEAVES

I. Temporary Leaves

A. Sick Leave

1. There shall be allotted to each bargaining unit member thirteen (13) days annually without loss of pay. Effective July 1, 2003, the district will allow 5 Family Sick Days per year, to be deducted from annual 13 day allotment, if used. A Family Member is as defined in Article XIV, Section 1E1a and Section 1E2a. The unused portion of such allowance, which has accrued since July 1, 1953, shall accumulate from year to year to a total of 210 days. After July 1, 2008, the unused portion of such allowance shall accumulate from year to year to a total of 250 days. After July 1, 2011, the unused portion of such allowance shall accumulate from year to year to a total of 270 days, effective 7/1/11 as per the 6/14/12 MOA's. In cases of hardship and upon application by the bargaining unit member, the Board of Education at its discretion, shall grant extensions of sick leave. At, or prior to the beginning of each school year, the Superintendent shall notify each bargaining unit member in writing of the amount of his/her accumulated unused sick leave.
2. After ten (10) years of service to the District, upon service retirement only, and entry into the NYS Teachers' Retirement System, the District agrees to pay for all sick days accumulated and unused at the time of retirement according to the following schedule:
 - a) From 1 to 60 days - \$55 per day;
 - b) From 61 to 90 days - \$75 per day;
 - c) In excess of 90 days - \$86 per day for all of the unused sick days.

Payments shall be made within thirty (30) calendar days of the date of retirement as a non-elective direct employer contributions into the unit member's IRC section 403(b) tax sheltered annuity account without a cash option.

3. Sick Bank A sick leave bank will be made available, as provided in this section, for those members of the bargaining unit disabled due to illness or injury.
 - a. Eligibility: Effective July 1, 2003, any bargaining unit member enrolling in the sick leave bank for the first time, shall be permitted to join after the member's effective date of tenure. The bank shall be available to members of the bargaining unit who have exhausted all sick leave and who are members of the bank during the most recent round of contribution.
 - b. Contributions: Membership in the sick bank is voluntary. In order to become a member of the bank, each member of the bargaining unit shall be given the opportunity to contribute two (2) sick days of sick leave to the bank upon first joining the bank. Thereafter, members shall have the opportunity to contribute one (1) day of accumulated sick leave to replenish the bank when the number of days available for withdrawal is reduced to two hundred (200) days. This contribution is necessary to maintain membership in the bank.
 - c. Committee: A committee to administer the bank composed of three(3) members of the bargaining unit, one (1) each from the elementary, middle, and high schools shall be appointed by the President of the Association.
 - d. Application and Use of the Bank:
 1. Application for withdrawal from the bank by an eligible member shall be in writing and made to the Committee, which shall be responsible for the administration of the bank. A copy of the application for withdrawal shall be immediately forwarded to the Superintendent who shall be given the opportunity, prior to decision of the Committee, to comment upon the application. For withdrawal, the decision of the Committee must be unanimous. If withdrawal is denied by the Committee, the applicant may appeal to the Superintendent. In all instances the decision of the Committee and/or the Superintendent shall not be subject to the grievance and arbitration provisions of this Agreement.
 2. The application shall state the nature of the illness or injury in question, the number of days sought to be withdrawn and be accompanied by a statement from the physician treating the applicant confirming the illness and a prognosis.
 3. The bargaining unit member will have a ten (10) day waiting period after sick leave is exhausted. If the applicant is successful in obtaining withdrawal from the sick leave bank, such sick leave will be retroactive to cover the ten (10) day waiting period.

4. An applicant may be required by the Committee to undergo medical review with a physician chosen by the Committee, to be paid by the applicant. Upon request, the District will be provided with a copy of all medical records emanating from such medical review. In addition, the District may require medical review by a physician of its choosing to be paid for by the District.
5. No more than thirty (30) sick days may be requested or will be approved upon initial application. The applicant may request additional thirty (30) day periods which will be subject to Committee review.
6. Lifetime maximum utilization of the bank by a unit member is 180 sick days.

e. Association/District Procedures:

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

- B. Essential Business (Essential Business is that which cannot be properly done at times other than during instructional hours). Essential Business may not be used for gainful employment, recreation, and/or conducting business affairs which could be conducted during non-school hours. There shall be allotted to each bargaining unit member four (4) days for Essential Business. Specific reasons for Essential Business Days are not required to be provided by the bargaining unit member. Application for such leave shall be made no later than twenty-four (24) hours before the date requested, except in case of emergency. The Superintendent, at his/her discretion, may grant additional days. Essential Business leave may not be used to extend a school recess. However, essential business leave shall be allowed to extend to the following situations: a new child entering the family, parents' weekend, college visits, and attending one's own wedding. After the school year has ended, the day or days not used for Essential Business shall be added to the bargaining unit member's accrued sick leave and shall accumulate together with the unused sick leave to a combined total of 270 days. The Superintendent's sick leave accrual statement at or prior to the beginning of each school year shall reflect days accumulated in this manner.
- C. Jury Duty - Teachers summoned to jury duty in any recognized court of law shall receive full pay while absent for such duty. Such teachers shall reimburse the school district in the amount of jury service fees received, less any reimbursed and unusual expenses, excluding meals.
- D. Professional Purposes - The Board of Education or the Superintendent of Schools may authorize the absence of a bargaining unit member with full pay when the bargaining unit member is to attend a professional conference, convention or visitation which will contribute to his/her professional growth. Expenses for authorized conventions, conferences and visitations may be reimbursed by the Board of Education within the limitations of the budgetary allowance.

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

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

E. Other Allowable Absences

1. Bereavement

- a. In case of death in the immediate family (Grandfather, Grandmother, Father, Mother, Father-in-law, Mother-in-law, Brother, Sister, Husband, Wife or Child) any employee shall be excused from work with full pay for a period not to exceed five (5) days. Notification of such absence shall be given to the Superintendent of Schools as soon as possible. Such days of absence are to be deducted neither from accumulated sick leave nor from days of essential business.
- b. In the case of the death of other relatives or in-laws (aunts, uncles, nephews, nieces and other in-laws), an employee will be excused from work with full pay for one day, four additional days may be granted upon written request at the discretion of the Superintendent of Schools. Applications for such absence shall be made as soon as possible. Days of approved absence shall be deducted neither from accumulated sick days nor from days of essential business.

- c. Bereavement days must be taken within five (5) working days. In the case when bereavement days fall on school holidays, recess, vacation and summer periods, the number of bereavement days shall be reduced day for day. All legal holidays are not subject to this reduction.

2. On-the-job Disability Leave

- a. In the event of absence due to injuries sustained by a bargaining unit member in pursuit of his/her duties, full salary shall be paid to the teacher for a maximum of eighty (80) school days. Upon application by the teacher, and at the discretion of the Board of Education, additional days may be granted. Medical documentation for the absence made necessary by the disability shall be provided at the request of the Board of Education.
- b. Days of absence as provided in 2a above for on-the-job disability shall not be charged against the bargaining unit member's accumulated sick leave, nor essential business days provided the case is filed with Workers' Compensation Board.
- c. Compensation payment, in lieu of salary received during this period from the insurance carrier, shall become the property of the school district.

- 3. The President of the Association shall be excused from hall, lunchroom, Dean's assignments, or other supervisory duties during his/her term of office, to conduct Association business. During his/her free time the President shall be free to leave the school. Be it clearly understood that this privilege shall not be abused and that it shall be incumbent upon the President to be on time to assume his/her classroom duties. If the president of the Association is an elementary teacher, the District shall make reasonable efforts to schedule a preparation during either the first or last period of the school day.

- a. The Association President shall receive the following release time:

- i. Middle and senior high school level – 1 period of release time daily.
- ii. Elementary level – 45 minutes of release time per day. Whenever possible, release time will be scheduled at the end of each school day.

- b. The District shall allow the Association a total of 20 release days annually to attend union related business.

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

III. A. Maternity Leave

- 1. A leave of absence for maternity shall be requested by a woman bargaining unit member when she and her doctor conclude that she can no longer perform her duties. The district will be given no less than thirty (30) days notice prior to the beginning of such leave. The request shall be submitted in writing to the Superintendent of Schools. A bargaining unit member may, at her discretion, use her accumulated sick days for that period of the maternity leave during which she is physically disabled from performing her normal teaching duties on account of pregnancy, delivery and necessary after-care of herself. The bargaining unit member shall submit a certificate as to such disability and its duration from her physician. The Board shall have the right to have the school physician consult with the bargaining unit member's physician as to any such claimed disability, and the bargaining unit member must authorize her physician to consult with the school physician and to reveal any information bearing upon the alleged disability. In the event that the bargaining unit member's physician and the school physician disagree as to the fact or duration of such claimed disability, the Board shall have the right to have the bargaining unit member examined at the Board's expense by an obstetrician or gynecologist to be selected by the bargaining unit member from those gynecologists or obstetricians on the staff of or with privileges at the Greenwich Hospital or White Plains Hospital. The opinion of such gynecologist or obstetrician as to such claimed disability shall be final and binding upon both the bargaining unit member and the Board and shall not be subject to the grievance procedure or review in any other manner.
- 2. Such leaves shall be for a period not to exceed two (2) full calendar years. In all cases the bargaining unit member must be reinstated at the beginning of a semester in September or February.
- 3. In the event of the adoption of a child, a leave of absence without pay, shall be granted for a period not to exceed two (2) years.

4. The Superintendent of Schools shall notify the bargaining unit member on maternity leave of the impending expiration of the leave, and the bargaining unit member shall then make application for reinstatement at least 120 days prior to the expiration of the leave.
5. A bargaining unit member shall be permitted to perform per diem teaching service while on maternity leave.

B. Military Leave - A bargaining unit member shall be granted a leave of absence when in the performance of a military duty in accordance with State Law.

C. Leave for Professional Purpose - The Board of Education may grant a leave to a tenured bargaining unit member who has had at least three years of service in the district. Upon application, the bargaining unit member may be granted a one (1) year leave of absence without pay. A one-year's extension may be granted upon application. Leave without pay may be given for the following purposes:

1. Teaching in a foreign country, in a school operated by the United States government, or in any approved institution of learning.
2. Study related to the teacher's license field.
3. Study to meet eligibility requirements for a license in an educational field other than that held by the bargaining unit member.
4. Accepting a position in the service of the government of the United States.
5. Exchange teaching in accordance with Section 3005 of the New York State Education Law.

D. Other Leaves - Leave of absence for appropriate reasons and without pay may be granted upon application by a bargaining unit member with more than three (3) years of service.

ARTICLE XV - SUMMER SCHOOL AND ADULT EDUCATION

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

ARTICLE XVI - TEACHING ASSIGNMENT

- A. By June 1 bargaining unit members will be notified of their tentative programs for the coming year, including the schools to which they will be assigned, the grades, subjects, and levels that they will teach and any special classes that they will have.

- B. In order to assure the best possible instruction in our schools, no bargaining unit member shall be assigned teaching duties to exceed 20% of his or her teaching time outside the scope of his or her particular certification and/or subject areas. In case of dire necessity a teacher may agree to assume an extra assignment.
- C. Bargaining unit members on the secondary level will be assigned by the building principal to hall duty, study hall, or any other non-academic duty of a like nature, semi-annually on an on-going year-to-year rotating basis. On the elementary level all bargaining unit members will be assigned on a rotating basis.
- D. In the interest of better instruction, no secondary teacher shall have more than three (3) different assignments to prepare in a major academic area, unless a class should be of sub-standard size. Major academic areas include English, Social Studies, Mathematics, Science and Foreign Language. When it becomes necessary, by reason of scheduling or otherwise, for a teacher in one of the major academic areas to be assigned to more than three (3) different preparations, a written reason must be submitted by the principal involved to the teacher, the President of the Port Chester Teachers Association and the Superintendent of Schools. Every effort shall be made to secure the voluntary consent of any teacher asked to assume an extra assignment. In all cases where consent is not obtained, the person with the least seniority in the department shall be assigned. In addition, any teacher assigned more than three (3) preparations shall be excused from one (1) period of an extra duty such as lunch, hall or study hall for each extra preparation in order to have adequate time to prepare the extra assignment. A preparation shall be considered as that which meets the requirement for one (1) subject and level, e.g., AP English, English 10H and English 10, constitute three (3) different preparations.
- E. No bargaining unit member shall be assigned more hours of supervisory duties than any other bargaining unit members unless, through scheduling, a bargaining unit member has fewer classroom assignments than other bargaining unit members. In this case he/she may be assigned another supervisory period.
- F. In keeping with the right to teach unencumbered by non-instructional tasks, teachers and counselors shall be assigned teaching and counseling duties only within the scope of their particular certification and/or subject area. Under no circumstances shall a teacher be assigned to such non-instructional duties as, including but not limited to, filing, chaperoning dances, concerts or plays, answering phones, assisting secretaries, or clerical duties, unless done voluntarily.
- G. The district may require bargaining unit members to attend a maximum of three (3) evening meetings (i.e., open house and parent conference meetings). In the event that a bargaining unit member is unable to attend any such meeting, the bargaining unit member shall notify the building principal in writing no later than forty-eight (48) hours in advance of such meeting, except in the case of immediate emergency. In the event that a bargaining unit member is unable to attend any such meeting, the bargaining unit member shall be required to attend a future meeting at the discretion of the building principal.

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

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

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

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

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

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

ARTICLE XVII - CLASS SIZE

The Board of Education and the Association recognize that optimum school facilities for both student and bargaining unit member are desirable to ensure the high quality of education that is the goal of both parties. It is also acknowledged that the primary duty and

responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

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

ARTICLE XVIII - INCOME PROTECTION

A. The board offers health insurance coverage to all bargaining unit members through the New York State Health Insurance Plan (NYSHIP Empire Plan) or, at the Board's option, the State-wide Schools Cooperative Health Plans as follows:

1. Effective July 1, 2020, teachers shall contribute 16% towards the cost of individual, two-person or family health insurance premiums, respectively.
2. Teaching assistants shall contribute 13% towards the cost of individual, two-person or family premiums, respectively. Effective July 1, 2021, teaching assistants shall contribute 13.5% towards the cost of individual, two-person or family premiums, respectively.
3. Bargaining unit members with assignments less than .50 FTE are eligible to participate in the District's health insurance program by contributing the entire premium cost for the coverage for which they are enrolled. They shall not be eligible to receive a health insurance buyout as set forth in paragraph 3 below.
4. .80 FTE unit members shall be subject to a vesting period for entitlement to pro-rated district contribution towards retiree health insurance premium costs shall be 12 years. For .60 FTE unit members the vesting period for entitlement to pro-rated district contribution towards retiree health insurance premiums costs shall be 14 years. For .50 FTE unit members the vesting period for entitlement to pro-rated district contribution towards retiree health insurance premiums costs shall be 20 years. Less than .50 FTE unit members shall not be entitled to participate in the District's health insurance program upon their retirement from the school district, unless they have served the requisite number of years in a greater part-time or full time capacity as set forth above. For Members with years of variable FTE, an average of yearly FTEs will be used for calculation.
5. Said payments shall be made pursuant to a payroll deduction and shall be treated as pre-tax dollars under IRS rules.
6. The Board will assume the cost of the premiums beyond what is provided above.

B. 1. Any member of the unit shall have the option of dropping this insurance coverage and receive payment for each year they are dropped from the Plan as follows:

Single	\$ 1,500	Married Two Person	\$ 2,000	Married Family	\$ 2,500
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In addition, the buyout to the bargaining unit member will be taxed, will be in "grossed dollar value" and will be paid in two installments.

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

2. Should the individual desire to re-enroll in the Plan during the school year in which withdrawal was made, the individual shall, as a condition of re-enrolling, remit to the District \$1,500 for Single; \$2,000 for Married Two Person; \$2,500 for Married Family
3. It is specifically agreed that the District assumes no obligation, financial or otherwise (other than that stated above) arising out of any withdrawal from the Plan. In addition, the PCTA agrees to indemnify and hold the District harmless for any claim arising from such health coverage declination. It is also the responsibility of the unit member to provide the District with an appropriate certificate of insurance coverage for each member of the unit choosing to decline coverage.

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

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

- D. After ten (10) years of service to the District, upon service retirement only, and entry into the New York State Teachers Retirement System, 50% of the cost of insuring the bargaining unit member and 35% of the cost of his/her eligible spouse and dependents shall be borne by the Employer except in the instances where two bargaining unit member retirees are married to each other. In these instances the retired married couple will contribute 50% of the cost of health insurance for two-person coverage, to the district.
- E. Other
 - 1. Adopt tax sheltered annuity plans pursuant to U.S. Public Law. Such carriers shall be mutually agreed upon.
 - 2. On-the-job disability is in effect. (See Leaves, Article XIV)
 - 3. Effective July 1, 2020, the Board will contribute \$1,200 per bargaining unit member to the Port Chester Teachers Association Welfare Trust Fund. Effective July 1, 2021, the Board will contribute \$1,300 per bargaining unit member to the Port Chester Teachers Association Welfare Trust Fund. Effective July 1, 2022, the Board will contribute \$1,400 per bargaining unit member to the Port Chester Teachers Association Welfare Trust Fund.

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

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

ARTICLE XIX – SALARIES

The Board adopts salary schedules for the school years 2019-2020, 2020-2021, 2021-2022, and 2022-2023 as set forth below:

- A. The 2019-20 Teacher and Teaching Assistant Schedules will remain unchanged. Each teacher or teaching assistant on payroll at the time of full ratification of the Memorandum of Agreement is entitled to a one time, off schedule, non-recurring payment equal to 4% of their 2019-2020 salary, excluding longevity, stipends, and other additional payments.
- B. Effective July 1, 2020, the Teaching Salary Schedules shall be replaced with a new 28 step Salary Schedule. For existing unit members who are teachers, placement on the new schedule is subject to the document attached to the Memorandum of Agreement dated February 11, 2020 as Attachment “B.”
- C. Effective July 1, 2020, the Teaching Assistant Salary Schedule shall be replaced with a new 30 Step Salary Schedule. For existing unit members who are teaching assistants, placement on the new schedule is subject to the document attached to the Memorandum of Agreement dated February 11, 2020 as Attachment “D.”
- D. For the 2021-22 school year, there will be step movement for all unit members. The sentence in Appendix A-Addenda, Number 13 which states “Effective July 1, 2015, lane movement shall be limited to one level every other year” will remain in full force and effect.
- E. For the 2022-23 school year, there will be step movement for all unit members. The sentence in Appendix A-Addenda, Number 13 which states “Effective July 1, 2015, lane movement shall be limited to one level every other year” will remain in full force and effect.
- F. Teacher assistants who cover teaching assignments will receive an additional \$19.00 per hour, prorated.

ARTICLE XX - MISCELLANEOUS PROVISIONS

- A. This contract shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this contract.
- B. The provision of this contract shall be part of the established policies of the Board.
- C. If any provision of this contract or any application of the contract to any bargaining unit member or group of bargaining unit members shall be contrary to law, then such provision or application shall not be valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Original copies for signature of this contract shall be prepared at the expense of the Board of Education. The Board of Education will supply a copy of this contract to each bargaining unit member in the district.
- E. The Board of Education will furnish to the Association and the Association will furnish to the Board of Education written notice of official Board and Association action, respectively, ratifying this agreement.
- F. At the option of the individual bargaining unit member, annual salary may be paid in 25 installments throughout the calendar year, or in 21 installments (every two weeks) as is the current practice. Notice of intention must be given by June 30th preceding the commencement of the school year. Once notice is given, the mode of payment may not be changed for the duration of the school year. The last pay date of the teacher work year will correspond with the last day of the instructional calendar.
- G. All unit members hired on or after July 1, 2016 will utilize direct deposit. Unit members hired before July 1, 2016 who do not opt for direct deposit will receive pay on the regularly scheduled pay dates, unless school is closed on such day(s) due to inclement weather or recess, in which case they will receive their pay the next school day when school is in session. If a check is lost or stolen, the unit member shall be responsible for the costs related to reissuance.

ARTICLE XXI - MIDDLE SCHOOL

- 1. Middle school teachers shall have a daily, uninterrupted, duty-free lunch period equivalent in time to one class period.
- 2. Teacher shall have a daily individual preparation period equal in length to one classroom period.
- 3. Team teachers of academic subjects shall have at least three team planning periods (each the length of one class period) per six day teaching cycle. Special subject teachers will be afforded team planning periods as the schedule permits.

ARTICLE XXII - SPECIAL EDUCATION TEACHERS

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

ARTICLE XXIII - APPROPRIATE PROFESSIONAL DRESS

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

ARTICLE XXIV

The term of this contract is for four years to commence on **July 1, 2019** and to end on **June 30, 2023**. The signatures of the parties set forth below agree to the terms and conditions as herein stated.



Laura DeChiara
PORT CHESTER TEACHERS ASSOCIATION

12/17/2021
Date



Aurelia Henriquez
PORT CHESTER-RYE UNION FREE SCHOOL DISTRICT

12/17/2021
Date

APPENDIX A

Teachers							
For Years 2020-2021, 2021-2022, 2022-2023							
	BA	MA	MA+30	MA+45	MA+60	MA+90	DOC.
Step	LEVEL 1	LEVEL 6	LEVEL 8	LEVEL 9	LEVEL 10	LEVEL 11	LEVEL 12
1	60,904	69,977	75,672	78,628	81,607	88,018	91,229
2	62,061	71,307	77,110	80,122	83,158	89,690	92,962
3	63,240	72,662	78,575	81,644	84,738	91,394	94,728
4	64,442	74,043	80,068	83,195	86,348	93,130	96,528
5	65,666	75,450	81,589	84,776	87,989	94,899	98,362
6	66,914	76,884	83,139	86,387	89,661	96,702	100,231
7	68,185	78,345	84,719	88,028	91,365	98,539	102,135
8	69,481	79,834	86,329	89,701	93,101	100,411	104,076
9	70,801	81,351	87,969	91,405	94,870	102,319	106,053
10	72,146	82,897	89,640	93,142	96,673	104,263	108,068
11	73,517	84,472	91,343	94,912	98,510	106,244	110,121
12	74,914	86,077	93,079	96,715	100,382	108,263	112,213
13	76,337	87,712	94,848	98,553	102,289	110,320	114,345
14	77,787	89,379	96,650	100,426	104,232	112,416	116,518
15	79,265	91,077	98,486	102,334	106,212	114,552	118,732
16	80,771	92,807	100,357	104,278	108,230	116,728	120,988
17	82,306	94,570	102,264	106,259	110,286	118,946	123,287
18	83,870	96,367	104,207	108,278	112,381	121,206	125,629
19	85,464	98,198	106,187	110,335	114,516	123,509	128,016
20	87,088	100,064	108,205	112,431	116,692	125,856	130,448
21	88,743	101,965	110,261	114,567	118,909	128,247	132,927
22	90,429	103,902	112,356	116,744	121,168	130,684	135,453
23	92,147	105,876	114,491	118,962	123,470	133,167	138,027
24	93,898	107,888	116,666	121,222	125,816	135,697	140,650
25	95,682	109,938	118,883	123,525	128,207	138,275	143,322
26	97,500	112,027	121,142	125,872	130,643	140,902	146,045
27	99,353	114,156	123,444	128,264	133,125	143,579	148,820
28	101,241	116,325	125,789	130,701	135,654	146,307	151,648

APPENDIX A

Teaching Assistants									
Salary Schedule 2020-21, 2021-22, 2022-23									
	5 Hour Less than Associate	5 Hour Associate/ 60 Credits	5 Hour At least B.A.	6 Hour Less than Associate	6 Hour Associate/ 60 Credits	6 Hour At least B.A.	7 Hour Less than Associate	7 Hour Associate/ 60 Credits	7 Hour At least B.A.
Step	TA51	TA52	TA53	TA61	TA62	TA63	TA71	TA72	TA73
1	24,768	26,434	28,212	29,520	31,518	33,651	34,273	36,602	39,092
2	25,239	26,936	28,748	30,081	32,117	34,290	34,924	37,297	39,835
3	25,719	27,448	29,294	30,653	32,727	34,942	35,588	38,006	40,592
4	26,208	27,970	29,851	31,235	33,349	35,606	36,264	38,728	41,363
5	26,706	28,501	30,418	31,828	33,983	36,283	36,953	39,464	42,149
6	27,213	29,043	30,996	32,433	34,629	36,972	37,655	40,214	42,950
7	27,730	29,595	31,585	33,049	35,287	37,674	38,370	40,978	43,766
8	28,257	30,157	32,185	33,677	35,957	38,390	39,099	41,757	44,598
9	28,794	30,730	32,797	34,317	36,640	39,119	39,842	42,550	45,445
10	29,341	31,314	33,420	34,969	37,336	39,862	40,599	43,358	46,308
11	29,898	31,909	34,055	35,633	38,045	40,619	41,370	44,182	47,188
12	30,466	32,515	34,702	36,310	38,768	41,391	42,156	45,021	48,085
13	31,045	33,133	35,361	37,000	39,505	42,177	42,957	45,876	48,999
14	31,635	33,763	36,033	37,703	40,256	42,978	43,773	46,748	49,930
15	32,236	34,404	36,718	38,419	41,021	43,795	44,605	47,636	50,879
16	32,848	35,058	37,416	39,149	41,800	44,627	45,452	48,541	51,846
17	33,472	35,724	38,127	39,893	42,594	45,475	46,316	49,463	52,831
18	34,108	36,403	38,851	40,651	43,403	46,339	47,196	50,403	53,835
19	34,756	37,095	39,589	41,423	44,228	47,219	48,093	51,361	54,858
20	35,416	37,800	40,341	42,210	45,068	48,116	49,007	52,337	55,900
21	36,089	38,518	41,107	43,012	45,924	49,030	49,938	53,331	56,962
22	36,775	39,250	41,888	43,829	46,797	49,962	50,887	54,344	58,044
23	37,474	39,996	42,684	44,662	47,686	50,911	51,854	55,377	59,147
24	38,186	40,756	43,495	45,511	48,592	51,878	52,839	56,429	60,271
25	38,912	41,530	44,321	46,376	49,515	52,864	53,843	57,501	61,416
26	39,651	42,319	45,163	47,257	50,456	53,868	54,866	58,594	62,583
27	40,404	43,123	46,021	48,155	51,415	54,891	55,908	59,707	63,772
28	41,172	43,942	46,895	49,070	52,392	55,934	56,970	60,841	64,984
29	41,954	44,777	47,786	50,002	53,387	56,997	58,052	61,997	66,219
30	42,751	45,628	48,694	50,952	54,401	58,080	59,155	63,175	67,477

APPENDIX A – Extra Pay

Activity	2019-2020 0.00%	2020-2021 15.00%	2021-2022 10.00%	2022-2023 1.90%
Football Varsity - Head Coach	7,752	8,915	9,806	9,993
Football Varsity - Assist 1st	5,000	5,750	6,325	6,445
Football Varsity - Assist 2nd	5,000	5,750	6,325	6,445
Football Varsity - Assist 3rd	5,000	5,750	6,325	6,445
Football Varsity - Assist 4th	5,000	5,750	6,325	6,445
Football JV - Head Coach	5,000	5,750	6,325	6,445
Football JV - Assistant Coach	3,751	4,314	4,745	4,835
Football Modified - Head Coach	4,251	4,889	5,378	5,480
Football Modified – Assistant Coach	2,538	2,919	3,211	3,272
Soccer Varsity Boys - Head Coach	4,750	5,463	6,009	6,123
Soccer Varsity Girls – Head Coach			6,009	6,123
Soccer Assistant Coach Boys			4,415	4,499
Soccer Assistant Coach Girls			4,415	4,499
Soccer JV Boys A - Head Coach	3,490	4,014	4,415	4,499
Soccer JV Boys B - Head Coach	3,490	4,014	4,415	4,499
Soccer JV Girls A - Head Coach			4,415	4,499
Soccer JV Girls B - Head Coach			4,415	4,499
Soccer Modified Boys A - Head Coach	3,001	3,451	3,797	3,869
Soccer Modified Boys B – Head Coach	3,001	3,451	3,797	3,869
Soccer Modified Girls A - Head Coach			3,797	3,869
Soccer Modified Girls B – Head Coach			3,797	3,869
Cheerleading Fall Varsity - Head Coach	4,500	5,175	5,693	5,801
Cheerleading Fall - Assistant Coach	3,035	3,490	3,839	3,912
Cheerleading Fall JV - Head Coach	3,253	3,741	4,115	4,193
Cheerleading Fall Modified - Head Coach	3,142	3,613	3,975	4,050
Cheerleading Winter Varsity - Head Coach			5,693	5,801
Cheerleading Winter Varsity - Assistant Coach			3,839	3,912
Cheerleading Winter JV - Head Coach			4,115	4,193
Cheerleading Winter JV – Assistant Coach			3,128	3,188
Cheerleading Winter Modified - Head Coach			3,975	4,050
Fall Season Strength & Conditioning Coach			5,217	5,316
Fall Season Technology, Media, Music & Electronics Specialist			1,612	1,643
Basketball Varsity Boys – Head Coach	6,375	7,331	8,064	8,218
Basketball Assistant Coach - Boys			5,217	5,316
Basketball JV Boys – Head Coach	4,124	4,743	5,217	5,316
Basketball Modified Boys – Head Coach	3,253	3,741	4,115	4,193
Basketball Varsity Girls – Head Coach	6,375	4,743	5,217	5,316
Basketball Assistant Coach - Girls			5,217	5,316
Basketball JV Girls – Head Coach	4,124	4,743	5,217	5,316
Basketball Modified Girls – Head Coach			4,115	4,193
Volleyball Varsity Girls – Head Coach	5,000	5,750	6,325	6,445
Volleyball Assistant Coach			4,425	4,509
Volleyball JV Girls – Head Coach	3,498	4,023	4,425	4,509
Volleyball Modified – Head Coach	3,128	3,597	3,957	4,032
Softball Varsity – Head Coach	5,876	6,757	7,433	7,574
Softball Varsity – Assistant Coach	2,473	2,844	3,128	3,188
Softball – Program Assistant Coach			3,128	3,188
Softball JV – Head Coach	3,873	4,454	4,899	4,992
Softball Modified A – Head Coach	3,253	3,741	4,115	4,193
Softball Modified B – Head Coach	3,253	3,741	4,115	4,193
Swimming Varsity Girls – Head Coach			4,115	4,193
Swimming Assistant Coach – Girls			3,795	3,867
Swimming Varsity Boys – Head Coach			4,115	4,193
Swimming Assistant Coach – Boys			3,795	3,867
Wrestling Varsity – Head Coach	5,751	6,614	7,275	7,413
Wrestling Varsity – Assistant Coach	2,473	2,844	3,128	3,188

Wrestling JV - Head Coach	4,124	4,743	5,217	5,316
Wrestling JV – Assistant Coach			3,128	3,188
Wrestling Modified - Head Coach	3,253	3,741	4,115	4,193
Winter Season Strength & Conditioning Coach			5,217	5,316
Winter Season Technology, Media, Music & Electronics Specialist			1,612	1,643
Baseball Varsity - Head Coach	5,876	6,757	7,433	7,574
Baseball Varsity - Assistant Coach	2,473	2,844	3,128	3,188
Baseball – Program Assistant Coach			3,128	3,188
Baseball JV - Head Coach	3,873	4,454	4,899	4,992
Baseball Modified A - Head Coach	3,253	3,741	4,115	4,193
Baseball Modified B - Head Coach	3,253	3,741	4,115	4,193
Tennis Coach Boys - Head Coach	3,000	3,450	3,795	3,867
Tennis Coach Girls - Head Coach	3,000	3,450	3,795	3,867
Spring Track Varsity Boys - Head Coach	4,750	5,463	6,009	6,123
Spring Track Varsity Girls – Head Coach	4,750	5,463	6,009	6,123
Spring Track Varsity Boys - Assistant Coach	3,128	3,597	5,217	5,316
Spring Track Varsity Girls – Assistant Coach	3,128	3,597	5,217	5,316
Spring Track Modified Boys - Head Coach	3,128	3,597	3,957	4,032
Spring Track Modified Girls - Head Coach	3,128	3,597	3,957	4,032
Spring Track Modified Boys & Girls Assistant Coach	2,473	2,844	3,128	3,188
Indoor Track Varsity Boys - Head Coach			6,009	6,123
Indoor Track Varsity Girls – Head Coach			6,009	6,123
Indoor Track Assistant Coach - Boys			5,217	5,316
Indoor Track Assistant Coach - Girls			5,217	5,316
Cross Country Varsity - Head Coach	3,499	4,024	4,426	4,510
Cross Country Varsity - Assistant Coach	3,022	3,475	3,823	3,895
Cross Country Modified - Head Coach	3,001	3,451	3,796	3,868
Cross Country Modified - Assistant Coach	2,371	2,727	2,999	3,056
Lacrosse Varsity Boys – Head Coach			7,433	7,574
Lacrosse Varsity Girls – Head Coach			7,433	7,574
Lacrosse Varsity Boys – Assistant Coach			3,128	3,188
Lacrosse Varsity Girls – Assistant Coach			3,128	3,188
Lacrosse JV Boys – Head Coach			4,899	4,992
Lacrosse JV Girls – Head Coach			4,899	4,992
Lacrosse JV Boys – Assistant Coach			3,128	3,188
Lacrosse JV Girls – Assistant Coach			3,128	3,188
Lacrosse Modified Boys – Head Coach	3,253	3,741	4,115	4,193
Lacrosse Modified Girls – Head Coach	3,253	3,741	4,115	4,193
Lacrosse Modified Boys – Assistant Coach			3,128	3,188
Lacrosse Modified Girls – Assistant Coach			3,128	3,188
Golf (Intramural) - Head Coach	2,229	2,563	2,820	2,873
Spring Season Strength & Conditioning Coach			5,217	5,316
Spring Season Technology, Media, Music & Electronics Specialist			1,612	1,643
Summer Strength and Conditioning Supervisor	3,201	3,681	4,049	4,126
Bowling - Head Coach	3,499	4,024	4,426	4,510
JFK Sports Intramural Club Advisor			1,610	1,641
Edison Sports Intramural Club Advisor			1,610	1,641
Park Avenue Sports Intramural Club Advisor			1,610	1,641
King Street School Sports Intramural Club Advisor			1,610	1,641

Effective July 1, 2020, eligible members who are appointed to positions that provide for Coaching Stipends, including head coaching positions and assistant coaching positions, as set forth in Appendix A shall receive the following longevity increases, which will be pro-rated for split stipends:

Unit members with 3 years longevity in position	\$150.00 increase
Unit members with 5 years longevity in position	\$250.00 increase
Unit members with 8 years longevity in position	\$350.00 increase
Unit members with 10 years longevity in position	\$500.00 increase

It is understood that the longevity payments shall not be cumulative. It is also understood that the number of years in coaching position(s) does not need to be consecutively served to qualify towards longevity and that years coaching prior to July 1, 2019 shall count towards the longevity payment. It is understood that "position" means any coaching appointment within the same sport per season. (i.e., a unit member who coaches girls' volleyball in the fall and girls' basketball in the winter will earn one year of longevity credit towards the increased stipend for each sport). An individual would get credit towards longevity for coaching a particular sport for a season regardless of the fact that s/he may coach at different levels (i.e., a unit member that coaches junior varsity boys' soccer for two years and then coaches varsity boys' soccer for two years has four years of longevity under this provision of the Agreement only).

APPENDIX A – Extra Pay

<u>Activity</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
	0.00%	15.00%	10.00%	1.90%
Advisor - Junior Class	1,254	1,442	1,586	1,616
Advisor - Freshman Class	618	711	782	797
Advisor - Senior Class	1,254	1,442	1,586	1,616
Advisor - Sophomore Class	618	711	782	797
Anime Club	589	677	745	759
Anthony Foust Coordinator	5,000	5,750	6,325	6,445
Astro Club (MS)			946	964
Badminton Club (HS)	589	677	745	759
Band - Stage (MS)	1,239	1,425	1,567	1,597
Band Asst.	3,352	3,855	4,240	4,321
Band Director	6,498	7,473	8,220	8,376
Band Director-2 parades (6th Grade)	755	868	955	973
Band Fifth grade parade director – Memorial Day Parade	366	421	463	472
Band Middle School (2 parades)	755	868	955	973
Bryon Womack Mentoring Program (HS)	1,254	1,442	1,586	1,616
Builders Club/Junior Key Club (MS)			1,200	1,223
Cable TV Production	4,411	5,073	5,580	5,686
Cable TV Programmer	2,054	2,386	2,598	2,648
Career Cruisers Club (HS)	725	834	917	935
Chairperson / Team Leader (8)	2,270	2,611	2,872	2,926
Chairperson / Team Leader (9)	2,756	3,169	3,486	3,553
Chess Club (MS)			946	964
Chess Club (HS)			745	759
Choral Director	2,250	2,588	2,846	2,900
Color Guard Director	2,251	2,589	2,848	2,902
Computer Liaisons	1,821	2,094	2,304	2,347
Coordinator of Volunteer Service	5,000	5,750	6,325	6,445
Culture Club Advisor	581	668	735	749
Debate Club (HS)	589	677	745	759
Drama HS, per performance (maximum of 2 productions per year)	2,984	3,432	3,775	3,846
Drama MS	2,250	2,588	2,846	2,900
E/LA Coordinator Grades 4-12	3,500	4,025	4,428	4,512
Elem Science Liaison	2,738	3,149	3,464	3,529
Entrepreneurship Club (HS)	589	677	745	759
Environmental Club (HS)	589	677	745	759
Film Club (HS)	725	834	917	935
Fitness Club (HS)	589	677	745	759
French Club (HS)	589	677	745	759
Global Leader Club (HS)	589	677	745	759
G.O. Fund (HS)	2,269	2,609	2,870	2,925
G.O. Fund (MS)	2,269	2,609	2,870	2,925
Gaming Club	589	677	745	759
Garden Coordinator	3,000	3,450	3,795	3,867
Gardening Club (HS)	589	677	745	759
GSA Advisor	568	653	719	732
Guidance	4,409	5,070	5,577	5,683
Habitat for Humanity Club (HS)	589	677	745	759
High School Percussion Caption Head	3,500	4,025	4,428	4,512

Italian Club (HS)	589	677	745	759
Jazz Ensemble-HS	2,250	2,588	2,846	2,900
Key Club (HS)	1,254	1,442	1,586	1,616
Lacrosse Club (HS)	725	834	917	935
Learning Specialist - Math, S.S., Science, ELA Academic	923	923	923	923
Literacy Book Club	589	677	745	759
Memory Book Advisor-Middle	2,500	2,875	3,163	3,223
Middle School Show Choir	1,001	1,151	1,266	1,290
Model UN	725	834	917	935
Mu Alpha Theta Math National Honor Society (HS)	618	711	782	797
National Art Honor Society	618	711	782	797
National English Honor Society	618	711	782	797
National Honor Society, National Jr. Honor Society	581	668	735	749
One World Youth Club (HS)	725	834	917	935
Peer Tutoring Center (HS)			917	935
Peningian	4,504	5,180	5,698	5,806
Ping Pong Club (HS)	589	677	745	759
Planetarium Facilitator	6,183	7,110	7,821	7,970
Port Light	3,001	3,451	3,796	3,868
Poetry Slam Club (HS)	589	677	745	759
Rainbow Alliance (MS)			946	964
Ram Page	1,274	1,465	1,612	1,642
Ram Coding Alliance (HS)	589	677	745	759
Reading Rams (MS)			946	964
Rock Band (HS)	1,125	1,294	1,423	1,450
Royal Steppers	589	677	745	759
Science Olympiad	589	677	745	759
Science Research Club (HS)	589	677	745	759
Show Choir (MS)	1,001	1,151	1,266	1,290
Show Choir (HS)	1,001	1,151	1,266	1,290
Spanish Club (HS)	589	677	745	759
Select Band (MS)			1,567	1,597
Step Club/African American Club (HS)	589	677	745	759
Student Council Advisor (MS)	1,175	1,351	1,486	1,515
Student Senate Advisor (HS)	1,175	1,351	1,486	1,515
Table Top Adventurers (MS)			946	964
Tamarack Tower	1,501	1,726	1,899	1,935
Theology Club (HS)	589	677	745	759
Tri-M Music Honor Society (HS)	618	711	782	797
Unified Arts Coordinator	460	529	745	759
Varsity Club (HS)	589	677	745	759
WebSite Coordinator	1,821	2,094	2,304	2,347

APPENDIX A - ADDENDA

1. Level 1 shall apply to teachers who hold a Life Teaching Certificate or a valid Teaching Certificate and a Baccalaureate Degree.
2. Level 6 shall apply to teachers who hold a Master's Degree and valid Teaching Certificate.
3. Level 8 shall apply to teachers who hold a Master's Degree and a valid Teaching Certificate and shall have completed thirty (30) semester hours of approved graduate study subsequent to the receipt of the Master's Degree.
4. Level 9 shall apply to teachers who hold a Master's Degree and a valid Teaching Certificate and shall have completed forty-five (45) semester hours of approved graduate study subsequent to the receipt of the Master's Degree.

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

5. Level 10 shall apply to teachers who have a Master's Degree and a valid Teaching Certificate and shall have completed sixty (60) semester hours of approved graduate study subsequent to the receipt of the Master's Degree.
6. Level 11 shall apply to teachers who have a Master's Degree and a valid Teaching Certificate and shall have completed ninety (90) semester hours of approved graduate study subsequent to the receipt of the Master's Degree.
7. Level 12 shall apply to teachers who have been granted a Doctoral Degree and who hold a valid Teaching Certificate.
8. Courses, including on-line and video courses, may be taken for credit when approved in advance, in writing, by the Superintendent. Graduate courses for which more than three (3) credits are granted by the offering institution shall require the Superintendent's concurrence. Upon the recommendation of the Superintendent, transfer to the succeeding level within this schedule may be affected on September 1st or February 1st, for work completed prior to the aforesaid dates and for which no previous credit has been given. Official transcripts are necessary to document the courses taken for salary increment and must be received in the Superintendent's office no later than October 1st or March 1st. When a teacher anticipates that he/she will accrue sufficient credits to affect a transfer on the salary schedule, he/she shall inform the Superintendent in writing. Such written notice shall be received in the Superintendent's office by the preceding March 1st for both September 1st and February 1st level movement.

If a teacher fails to provide the notice by the preceding March 1st, he or she will not be eligible for a transfer on the salary schedule unless another teacher timely applied for a level movement and did not complete the adequate credits, thus creating a vacant application. All substitutions of application shall take place on a first come first served basis.

Effective July 1, 2015 lane movement shall be limited to one level every other year.

9. Beginning with the 1992-93 school year, to advance from one salary column to another, six (6) of the fifteen (15) credits must be from an accredited college or university. Effective September 2, 2003, to advance from MA to MA+30, or to advance from MA+30 to MA+60, or advance from MA+60 to MA+90, a bargaining unit member must complete a minimum of 15 credits from an accredited college or university having been approved for graduate credit by the Superintendent of Schools.
10. Department Chairpersons and Middle School Team Leaders, when so designated by the Board of Education, with eight (8) or fewer people in their department, including the Chairperson/Team Leader shall receive \$1,969 for the 2006-07 school year; \$2,038 for the 2007-08 school year; \$2,111 for the 2008-09 school year; \$2,189 for the 2009-10 school year; \$2,270 for the 2010-11 school year.

Department Chairpersons and Middle School Team Leaders, when so designated by the Board of Education, with nine (9) or more people in their department, including the Chairperson/Team Leader shall receive \$2,390 for the 2006-07 school year; \$2,474 for the 2007-08 school year; \$2,563 for the 2008-09 school year; \$2,658 for the 2009-10 school year; \$2,756 for the 2010-11 school year.

Counselors, when so designated by the Board of Education shall receive \$3,824 for the 2006-07 school year; \$3,958 for the 2007-08 school year; \$4,100 for the 2008-09 school year; \$4,252 for the 2009-10 school year; \$4,409 for the 2010-11 school year, in addition to their regular scheduled annual salary. Counselors, who receive a contractual stipend, will work until 4:00 p.m. Monday through Thursday, September 1 through June 30.

Academic Learning Specialists in each year of the Agreement shall receive \$800 for the 2006-07 school year; \$828 for the 2007-08 school year; \$858 for the 2008-09 school year; \$890 for the 2009-10 school year; \$923 for the 2010-11 school year.

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

11. RTI Subcommittee Chairpersons shall receive a stipend of \$1,000 per year. There will be twelve (12) RTI Subcommittee Chairpersons (three (3) per each elementary school building).

The IEP Team Facilitators shall each receive a stipend of \$2,000 per year.

There will be two (2) Assistive Technology Facilitators who shall each receive a stipend of \$2,000 per year.

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

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

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

14. Effective July 1, 2016, the service increments below shall be cumulative and all affected unit members shall have their service increments adjusted to cumulative status as of said date.

A service increment of \$750.00 shall be granted to all bargaining unit members who shall have completed fifteen (15) years of full time teaching service in the Port Chester Public Schools. A service increment of \$1,250.00 shall be granted to all bargaining unit members who shall have completed twenty (20) years of full time teaching service in the Port Chester Public Schools. A service increment of \$2,500.00 shall be granted to all bargaining unit members who shall have completed twenty-five (25) years of full time teaching service in the Port Chester Public Schools. A service increment of \$3,500 shall be granted to all bargaining unit members who shall have completed thirty (30) years of full time teaching service in the Port Chester Public Schools.

15. Any individual hired as a long-term substitute, meaning that s/he serves in the same assignment for at least one (1) semester shall be compensated by placement on a step/level on the Teachers Salary Schedule.

APPENDIX B - ADDITIONAL COMPENSATION

Compensation exclusive of the salary schedule:

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

July 1, 2020 – June 30, 2021	\$47.50 per hour
July 1, 2021 – June 30, 2022	\$49.00 per hour
July 1, 2022 – June 30, 2023	\$50.00 per hour

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

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

Mileage Between Schools

Middle School to Senior High	.6	King Street to Park Avenue	1.1
Middle School to Park Avenue	.9	King Street to Edison	1.4
Middle School to King Street	1.8	King Street to Kennedy	2.0
Middle School to Edison	1.7	King Street to Middle School	1.8
Middle School to Kennedy	1.2	King Street to Senior High	1.3
Middle School to ELC	1.6	King Street to ELC	2.3
Senior High to Middle School	.6	Edison to Kennedy	1.2
Senior High to Park Avenue	0.3	Edison to King Street	1.4
Senior High to King Street	1.3	Edison to Park Avenue	1.2
Senior High to Edison	1.5	Edison to Middle School	1.7
Senior High to Kennedy	1.6	Edison to Senior High	1.5
Senior High to ELC	1.7	Edison to ELC	1.0
Park Avenue to King Street	1.1	Kennedy to Park Avenue	1.3
Park Avenue to Edison	1.2	Kennedy to King Street	2.0
Park Avenue to Kennedy	1.3	Kennedy to Edison	1.2
Park Avenue to Middle School	.9	Kennedy to Middle School	1.2
Park Avenue to Senior High	.3	Kennedy to Senior High	1.6
Park Avenue to ELC	1.6	Kennedy to ELC	0.5

JFK-ELC to Park Avenue	1.6
JFK-ELC to King Street	2.3
JFK-ELC to Edison	1.0
JFK-ELC to Middle School	1.6
JFK-ELC to Senior High	1.7
JFK-ELC to Kennedy	0.5

- C. Breakfast duty shall be remunerated at \$23 per hour for the life of the Agreement.
- D. Effective July 1, 2019, Middle School and High School teachers accepting a sixth (6th) teaching period per day shall receive additional compensation of \$7,000 per annum and \$3,500 a school year for a half-year course.
- E. Chaperoning – payment of \$50.00 per event. If chaperoning entails an overnight trip, then the payment shall be \$80.00 per night up to a maximum of \$240.00. Chaperoning payments shall not apply to individuals who receive a stipend for this same activity. Set forth below is a list of chaperoning events eligible for payment. The Superintendent and the Association President shall meet annually to review and mutually designate any possible chaperoning events. In making this determination the parties shall be guided by the existing chaperoning list.
- List of Chaperone Events
 Music: NYSSMA and All County events
 Schools: plays and concerts, parades, dances
 School-supported Middle School Trips: Boston, DC, overseas
 D.A.R.E. Breakfast on Sunday
 Field Trips which entail more than two (2) hours outside of regular school day
- F. Retirement Early Notice Provision – a payment in the amount of \$2,000 to any unit member who provides to the District an irrevocable letter of resignation for retirement purposes to receive pension benefits from the New York State Retirement System on or before March 1 of the calendar year of retirement, for a retirement effective date between June 30 and August 31 of that year. The payment referenced above shall be made within 30 calendar days of the date of retirement as a non-elective direct employer contribution into the unit member's IRC section 403(b) tax sheltered annuity account without a cash option. This shall be in addition to any retirement incentive.

APPENDIX C

Side Letter Agreement Between The Board of Education, Port Chester-Rye Union Free School District And The Port Chester Teachers Association

This document shall constitute a side letter to the collective bargaining agreement between the Port Chester-Rye Union Free School District and the Port Chester Teachers' Association. This letter shall be signed simultaneously with the execution of said collective bargaining agreement and shall be appended to it. The parties agree in this side letter to the following items:

Science Coordinator Grades K-12	\$5,000
Elementary Science Assistant	\$1,440
Fall Season Athletic Coordinator	\$4,000
Winter Season Athletic Coordinator	\$4,000
Spring Season Athletic Coordinator	\$4,000
Volunteer Services Program Coordinator	\$5,000
Math Coach - Per School	\$1,750
Sub-Committee Chairperson (1 position at each elementary school)	\$1,000
Sub-Committee Chairperson Middle School	\$2,000
Sub-Committee Chairperson High School	\$2,000
Chairperson for the Committee on Special Education	\$5,000

APPENDIX C

**Side Letter Agreement Between
The Board of Education, Port Chester-Rye Union Free School District
And
The Port Chester Teachers Association**

This document shall constitute a side letter to the collective bargaining agreement between the Port Chester-Rye Union Free School District and the Port Chester Teachers' Association. This letter shall be signed simultaneously with the execution of said collective bargaining agreement and shall be appended to it. The parties agree in this side letter to the following items:

1. The District's proposal to modify Article X, paras. C 1, 2 and 3 by replacing references to principal and/or building principal with administrator, shall be referred to the Code of Conduct Committee.
2. The District's proposal to delete Article X, para. D will be referred to the Code of Conduct Committee.
3. The District's proposal to modify Article XII, para. G6 concerning an alternative professional growth project in lieu of formal evaluation, shall be referred to the Professional Growth Committee.
4. The subject of employee parking shall be referred to Committee.
5. Article 14 Section A Subsection 3 – Sick Leave Bank Application and use of the Bank. Add the following: In the event an employee applies for membership in the sick leave bank after a diagnosis or accident that would meet the criteria for sick leave bank withdrawal, the committee may limit the number of sick leave bank days available to that participant.

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT, hereinafter referred to as "The District" and **THE** hereinafter referred to as "the Association" or "PCTA";

The following provisions shall be added to the District's APPR Plan Document to inform the area of evaluation procedures:

Evaluation Procedures for teachers subject to evaluation under Section 3012-d of the Education Law and Part 30-3 of the Regents Rules shall be as follows:

- I. **The Rubric** -- Danielson 2011. The District will provide training in the rubric and evaluation pursuant to the procedures set forth herein to the faculty at each building before the commencement of evaluation each school year.
- II. **Probationary Teachers** -- There shall be three (3) observations per year, that are at least 30 minutes in duration, one of which will be unannounced. The unannounced observation shall be followed by a post-observation conference to be held within ten school days after the observation, while the announced observations shall be additionally subject to a pre-observation conference to be held at least two (2) school days prior to the observation. At the post-observation conference, a draft observation report will be reviewed. Once the draft observation report is presented to the teacher at the post conference, no new matters discussed at the post conference may be included in the final observation report, except with the consent of both the teacher being observed and the administrator conducting the observation. Within five (5) school days after the post-observation conference is held, the final observation report will be issued.

With respect to the unannounced observation, the teacher shall be notified of a one-month period within which such observation shall be performed and shall not be observed within three school days of such notification.

The three observations of the probationary classroom teachers shall occur one before November 30th, the second before February 28th and the third by April 30th. For probationers hired after November 30th and who are teachers' of record, the first shall be no earlier than thirty (30) days after hire and the second held no sooner than one month later than the first observation. During the final year of probation, the first observation shall be conducted no later than October 31st, the second no later than December 15th and the third observation may not be held later than February 21st.

If one of the announced is rated ineffective, the probationer may request an additional announced observation be conducted and the score on that observation if it yields a higher than effective rating shall be substituted for the ineffective score.

The announced observations shall be averaged together and given 90% weight with the unannounced observation being given 10% weight in the calculation of the final score and HEDI Band rating.

- III. **Tenured Teachers** -- Each tenured member of the faculty shall be observed at

least twice each year, with each observation period being at least 30 minutes in duration, one of which will be unannounced. The unannounced observation shall be followed by a post-observation conference, while the announced observations shall be subject to a pre-observation conference and a post-observation conference. The time frames for the pre & post observation conferences shall be the same as those applicable to probationary teachers. With respect to the unannounced observation, the teacher shall be notified of a one-month period within which such observation shall be performed.

Once the draft observation report is presented to the teacher at the post conference, no new matters discussed at the post conference may be included in the final observation report, except with the consent of both the teacher being observed and the administrator conducting the observation.

With respect to the unannounced observation, the teacher shall be notified of a one-month period within which such observation shall be performed and shall not be observed within three school days of such notification.

Each observation shall be provided a rating of 1-4, which shall be based upon averaging all components of the rubric that were observed during the observation. For the purposes of each observation, a 4 shall correspond with Highly Effective, a 3 shall correspond with Effective, a 2 shall correspond with Developing and a 1 shall correspond with Ineffective. 90% of the Observation Category rating shall be based upon the scores received during observations conducted by the lead evaluator or other trained administrator and 10% of the Observation Category rating shall be based upon the observation conducted by the independent trained evaluator. The announced observations shall consist of a review of all the following components: Domains 1 (a) (b) (c) and (f), Domain 2 (a) (b) and (d), Domain 3 (a) (b) (c) and (d), as well as Domain 4(a) and (b), which may be elicited at the post observation conference.

The unannounced observations shall be limited to all of the components of Domains 2 (a) (b) and (c) and Domain 3 (a) (b) (c) and (d).

Observation Category HED Cut Scores:

For the Teacher Observation Category, the parties agree to the following minimum/maximum cut scores for teachers evaluated hereunder:

	Overall Observation Category Score and Rating	
	Minimum	Maximum
H	3.50	4.0
E	2.5	3.49
D	1.61	2.49
I	0 ¹	1.60

¹ In the event that a teacher earns a score of 1 on all rated components of the practice rubric across all observations, a score of 0 will be assigned.

The order of the observations (announced or unannounced) shall be at the discretion of the District. The announced observations shall be conducted by the lead evaluator or other trained administrator who shall be the building principal or other building administrator. The identity of the independent trained evaluator who conducts the unannounced observation shall not be made known to the teacher prior to the observation.

III. Additional Observational Evidence -- In the event that the evaluator has failed to observe in a certain area required to have a complete evaluation, he/she shall inform the teacher of the need to evaluate in that area and shall advise the teacher that the teacher will be observed in that regard within a period of two weeks from such notice.

So agreed this 20th day of June 2016.

THE DISTRICT

By: _____

Superintendent of Schools

THE ASSOCIATION

By: _____

Association President

**Appendix D - ADDENDUM TO THE SUPPLEMENTAL MEMORANDUM OF
AGREEMENT BETWEEN THE PORT CHESTER-RYE
UNION FREE SCHOOL DISTRICT AND THE PORT CHESTER
TEACHERS' ASSOCIATION DATED JUNE 20, 2016**

WHEREAS, the Port Chester-Rye Union Free School District (the "District") and the Port Chester Teachers' Association (the "Association") are parties to a Supplemental Memorandum of Agreement dated June 20, 2016,

WHEREAS, the District and the Association agreed to add to this Supplemental Memorandum of Agreement, as evidenced by a Memorandum of Agreement, dated February 11, 2020, paragraph 23 and incorporated into this collective bargaining agreement

NOW, THEREFORE, it is agreed that the following language taken from the MOA dated February 11, 2020, paragraph 23 is incorporated as an addenda to the Supplemental Memorandum of Agreement dated June 20, 2016, set forth in Appendix "D"

Following is the language that shall be added:

The NYS Regents Exam in English Language Arts will be used for the Student Performance Category measure for all members of the bargaining unit for K-12 evaluations under the APPR Section 3012-d Plan.

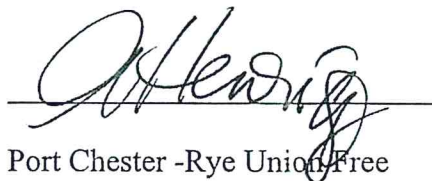
The District and the Association agree to continue to utilize the Student Performance Category measures that have been applicable to classroom teachers during the transition period, as contained in the District's currently approved Section 3012-d APPR Plan Document, with regard to selection and use of such measures.

Notwithstanding the above, the parties may mutually agree to reopen negotiations on APPR due to a change in Commissioners' Regulations or a substantial change in the examinations that are being utilized for the relevant test scores. Both parties agree that it shall be a priority that state aid shall not be interrupted due to negotiations.

So agreed this 17th day of December 2021.



Port Chester Teachers Association



Port Chester -Rye Union Free
School District

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE PORT CHESTER-RYE UNION FREE SCHOOL DISTRICT, hereinafter referred to as "The District" and **PORT CHESTER TEACHERS ASSOCIATION,** hereinafter referred to as "the Association";

WHEREAS, the parties have mutually agreed to the following Teacher Improvement Plan process to be incorporated into the District's APPR Plan Document for teachers covered by education law § 3012-c and part 30-2 regents rules;

A. Teacher Improvement Plan

1. Upon receiving a rating of "developing" or "ineffective", a teacher shall be provided with a Teacher Improvement Plan ("TIP"). The TIP shall be provided as soon as practicable, but in no case later than ten (10) school days after the opening of classes for the school year. The parties understand and agree that the sole and exclusive purpose of a TIP is the improvement of teaching practice and that the issuance of a TIP is not a disciplinary action. The TIP shall be developed in consultation with the teacher, accompanied by a union representative if the teacher so requests. The Association President shall be informed of the District's intent to provide a TIP to a teacher within ten (10) days of the teacher's "developing" or "ineffective" rating. Whenever a teacher is placed on a TIP the Association President shall be provided with a copy of the TIP.
2. A TIP shall clearly specify: (i) the area(s) in need of improvement; (ii) the performance goals, expectations, benchmarks, standards and timeliness the teacher must meet in order to achieve an effective rating; (iii) how improvement will be measured and monitored, and provide for periodic reviews of progress and goal achievement; (iv) the anticipated frequency and duration of meetings of the teacher, administrator, and mentor (if one is assigned); and (v) the appropriate differentiated professional development opportunities, materials, resources and supports the District will make available to assist the teacher, including, where appropriate, the assignment of a mentor teacher.
3. The length of a TIP for a probationary teacher shall be 4-5 months in duration as determined by the District, unless otherwise mutually agreed between the District and the teachers. The length of a TIP shall be not less than five (5) months in duration for a tenured faculty member, as determined by the District.
4. In the event that the administrator recommends coursework, any tuition costs or registration fees shall be borne by the District in their entirety. No disciplinary

action predicated upon ineffective performance shall be taken by the District against a teacher until a TIP has been fully implemented. However, nothing herein shall prevent the District from introducing into evidence an evaluation or a TIP in a subsequent disciplinary action.

5. A TIP shall be in a narrative form, or other mutually agreed upon format.

SO AGREED, this 14th day of June, 2012.

THE DISTRICT

By: 

Edward Klszus
Superintendent of Schools

THE ASSOCIATION

By: 

Linda O'Connor
Association President

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE PORT CHESTER-RYE UNION FREE SCHOOL DISTRICT, hereinafter referred to as "The District" and THE PORT CHESTER-RYE TEACHERS ASSOCIATION hereinafter referred to as "the Association" or "PCTA";

WHEREAS, the parties have mutually agreed to the following appeals process to be incorporated into the District's APPR Plan Document for teachers covered by education law § 3012-c and part 30-2 regents rules;

1. Appeals Process:

- A. Any teacher who receives an ineffective rating on their annual composite APPR or a tenured teacher who receives a developing rating on his/her 60 point measure shall be entitled to appeal their annual APPR rating, based upon a paper submission to the Superintendent of Schools or the now incumbent Assistant Superintendent for Grants and Personnel, who shall be trained in accordance with the requirements of the statute and regulations and also possesses either an SDA or SDL Certification; provided, however, in the event that the Superintendent or the Superintendent's administrative designee served as an evaluator or lead evaluator he or she shall not hear the appeal.
- B. The appeal must be brought in writing, specifying the area(s) of concern, but limited to those matters that may be appealed as prescribed in Section 3012-c of the Education Law. Further, a teacher who is placed on a Teacher Improvement Plan ("TIP") shall have a corresponding right to appeal concerns regarding the TIP in accordance with the requirements set forth in Section 3012-c of the Education Law.
- C. An appeal of an APPR evaluation or a TIP must be commenced within twelve school days in the case of a tenured teacher and twenty calendar days in the case of a probationary teacher of the presentation of the final document to the teacher or else the right to appeal shall be deemed waived in all regards; provided, however, that in the case of a TIP appeal, there shall be a second fourteen business day period for a TIP appeal following the end date of the TIP.
- D. The Superintendent or the Superintendent's administrative designee shall respond to the appeal with a written answer granting the appeal and directing further administrative action, or denying the appeal. The Superintendent or the Superintendent's administrative designee shall review the evidence underlying the observations of the teacher along with all other evidence submitted by the teacher prior to rendering a decision. Such decision shall be made within fourteen business

days of the receipt of the appeal. If the Superintendent or designee upholds the evaluation, then the teacher shall be entitled to a meeting with the Superintendent and Union representative. So long as the decision is made within the timeframe set forth in this paragraph, the decision of the Superintendent or the Superintendent's administrative designee shall be final and binding in all regards and shall not be subject to review at arbitration, before any administrative agency or in any court of law.

- E. 1. Notwithstanding the above, in the event that a tenured teacher has received two consecutive ineffective APPR evaluation ratings, if the Board find probable cause to convene Section 3020-a disciplinary proceedings based upon those evaluation ratings a further appeal shall lie with an arbitrator selected on a rotating basis from the mutually agreed upon list, based on order and reasonable timeframe of availability, who shall make a final and binding decision upon the appeal of the APPR evaluation and the TIP. The documentation to be furnished to the arbitrator on behalf of the tenured teacher and by the District shall be exchanged between the tenured teacher and the administration on an immediate basis at the time of submission to the arbitrator. In the event that either party has a question regarding the authenticity of such documentation, the same shall be presented in writing immediately to the arbitrator and copied to the other party for the arbitrator's review and consideration. The Arbitrator shall review the evidence underlying the observations of the teacher along with all other evidence submitted by the teacher prior to rendering a decision. If the arbitrator upholds the evaluation and the TIP then he/she shall be appointed to be the Section 3020-a hearing officer in the matter. Notwithstanding the aforementioned language, nothing herein shall be construed as limiting the right of the employee to challenge said evaluation in any proceeding brought pursuant to Education Law §3020-a, so long as the identical issue wasn't resolved in the appeal before the arbitrator or clearly should have been presented in the appeal but was not. It is expected that the cost of said hearing shall be paid for in accordance with the provision of the Education Law. In the event that the State Education Department will not appoint the arbitrator as the described above, then the matter will be determined as a contractual "for cause" disciplinary arbitration by said arbitrator with the District bearing the cost for the "for cause" disciplinary arbitration. Regarding the evaluation and TIP, the District and the Association share the cost equally.

2. In order to take advantage of the procedure outlined in E(1) above, the tenured teacher must consent, following consultation with an Association representative, to the use of an arbitrator from the arbitration panel set forth in paragraph E(1) above, when notified of the District's intent to have a probable cause determination under

under Section 3020-a of the Education Law. If the tenured teacher is unwilling to do so, the appeal shall be heard by the Superintendent or the Superintendent's administrative designee.

F. The provisions set forth above shall neither be construed to alter or affect the rights of probationary teachers pursuant to § 3031 of the New York State Education Law.

SO AGREED, this 14th day of June, 2012.

THE DISTRICT

By: _____

Superintendent of Schools

THE ASSOCIATION

By: _____

Association President