

AGREEMENT

between

**THE SOUTHERN WESTCHESTER
BOARD OF COOPERATIVE
EDUCATIONAL SERVICES**

and

THE BOCES TEACHERS' ASSOCIATION

FOR THE SCHOOL YEARS

JULY 1, 2022 through JUNE 30, 2025

Members of the The Board of Cooperative Educational Services

John Filiberti
Robert Johnson

President
Vice-President

Sheryl Brady
Lynn Frazer-McBride
Nilesh Jain

Eileen Miller
Joan Weber

BOCES Executive Team

Harold A. Coles, Psy.D.
Brendan Lyons, Ed.D.
James A. Gratto
Stephen Tibbetts

District Superintendent
COO/Deputy District Superintendent
Asst. Supt. Educational Services
Asst. Supt. Business & Admin. Services

BOCES Teachers' Association Officers

Eileen McGarvey
Mairead Schuelein
Sharon Stevens
Keith Mattos
Stacey DiPaola
Mairead Schuelein
Maria DiNardo
Michael Piccolo

President
Executive Vice-President
1st Vice-President Aides
2nd Vice-President Adult Learning Center
Treasurer
Interim Corresponding Secretary
Recording Secretary
Grievance Chairperson

NEGOTIATING TEAMS BOCES Board

Stephen Tibbetts
James A. Gratto
Suzanne Doherty
Stephanie Roebuck

Asst. Supt. Business and Admin. Services
Asst. Supt. Educational Services
Director of Human Resources
Chief Negotiator

BOCES Teachers' Association

Eileen McGarvey
Mairead Schuelein
Maria DiNardo
David Gribben

President
Executive Vice-President
Recording Secretary
Chief Negotiator, NYSUT Labor Relations Spec.

TABLE OF CONTENTS

PREAMBLE1
ARTICLE I	RECOGNITION.....1
ARTICLE II	ACADEMIC FREEDOM.....1
ARTICLE III	RIGHTS OF TEACHERS.....1
ARTICLE IV	ASSOCIATION RIGHTS.....2
ARTICLE V	DUES DEDUCTIONS.....2
ARTICLE VI	NO STRIKE PLEDGE.....3
ARTICLE VII	WORKDAY.....3
ARTICLE VIII	COVERAGE FOR ABSENT TEACHERS.....8
ARTICLE IX	JOB DESCRIPTIONS AND PROMOTIONS.....10
ARTICLE X	TEACHER ASSIGNMENTS AND TRANSFERS.....10
ARTICLE XI	TEACHER EVALUATION AND FILES.....11
ARTICLE XII	PHYSICAL AND OCCUPATIONAL THERAPISTS.....15
ARTICLE XIII	SCHOOL FACILITIES.....15
ARTICLE XIV	TEACHER PROTECTION.....16
ARTICLE XV	STUDENT DISCIPLINE.....17
ARTICLE XVI	REDUCTION IN FORCE18
ARTICLE XVII	LEAVES OF ABSENCE19
ARTICLE XVIII	COMPENSATION.....22
ARTICLE XIX	PAYROLL OPTIONS, PAYROLL CALENDARS & DEDUCTIONS28
ARTICLE XX	INSURANCES28
ARTICLE XXI	WORK YEAR31
ARTICLE XXII	GRIEVANCE PROCEDURE31
ARTICLE XXIII	MENTORING34
ARTICLE XXIV	LABOR/MANAGEMENT COMMITTEE36
ARTICLE XXV	MISCELLANEOUS37

Appendix A-1:	Teachers' Salary Schedule 2022-2023
Appendix A-2:	Teachers' Salary Schedule 2023-2024
Appendix A-3:	Teachers' Salary Schedule 2024-2025
Appendix B-2:	New Teachers' Salary Schedule 2022-2023
Appendix B-3:	New Teachers' Salary Schedule 2023-2024
Appendix B-4:	New Teachers' Salary Schedule 2024-2025
Appendix C:	Teaching Assistants' Salary Schedules: 2022-23, 2023-24, 2024-25
Appendix D:	New Teaching Assistants' Salary Schedules: 2022-23, 2023-24, 2024-25

PREAMBLE

This Agreement is made and entered into by and between the Board of Cooperative Educational Services, Sole Supervisory District, Westchester County (hereinafter called the "Board") and the BOCES Teachers Association (hereinafter called the "Association") pursuant to Article 14 of the Civil Service Law.

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive representative of all certified personnel, and physical and occupational therapists, (excluding, however, the District Superintendent, Deputy Superintendent, Assistant Superintendents, Directors, Assistant Directors, Administrative Assistants, Coordinators, Supervisors, other administrative personnel, and per diem and hourly rate personnel) for the purposes of Article 14 of the Civil Service Law.

ARTICLE II - ACADEMIC FREEDOM

It is recognized that democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

Teachers dealing in the classroom with controversial issues shall be free to discuss such issues without fear of reprisal.

Discussion of such issues should be objective, with pertinent facts and differing points of view presented by the teacher. Issues discussed should be within the intellectual grasp of the students in the particular classroom.

The Board shall maintain an atmosphere of academic freedom in the schools and shall support teachers against unjust charges and attack.

Freedom of individual conscience, association and expression shall be encouraged and fairness in procedures shall be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE III - RIGHTS OF TEACHERS

The private and personal life of any teacher is not within the appropriate concern or attention of the Board except when it impairs the teacher's effectiveness in the classroom or in his or her position. Except when it impairs their effectiveness in the classroom or in their position, teachers shall be entitled to full rights of citizenship and no legal, religious, or legal political activities of any teacher or lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher.

Disciplinary interviews and reprimands shall be considered in private. An affected teacher shall, however, have the right, following an initial interview, to request the presence of an Association representative at a subsequent interview.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

ARTICLE IV - ASSOCIATION RIGHTS

- A. Leave to Attend Association Duties - The equivalent of 40 days per year, with a maximum of 10 days allotted to any one representative, other than the President, shall be allotted to the President of the Association for his*¹ use and/or the use of his designee to allow them to engage in activities directly related to the Association's duties as representative of the teachers which cannot be performed other than during the school day.
- B. The Association President will be released no less than .4 FTE to conduct Association business. The Superintendent and the Association will determine the schedule and assignment for the remaining time.
- C. Association Meetings – The Association may use Board facilities for Association meetings after school hours on making appropriate application by means of building use forms. Association meetings shall not interfere with scheduled staff meetings. The fee for use of facilities shall be waived but the charge for custodial services shall apply if custodial services are required.
- D. Bulletin Board Space - Bulletin board space shall be provided in each BOCES school building for the purpose of displaying notices, circulars and other material relating to the proper business of the Association. The Association shall post no material that is confidential in nature or derogatory to the school system.
- E. Communications - The Association shall have the use of teacher mailboxes, interoffice mail, the use of and access to electronic mail service and other commonly used systems for communication to bargaining unit members. It is understood that such usage should not be burdensome to the systems used and must comport with the BOCES's Acceptable Use Policy and/or its Code of Conduct.
- F. Names of Members of the Unit - The Board shall make available to the President of the Association the names and addresses of new members of the unit after their appointment by the Board.
- G. The District will provide office space, including a telephone line, for the conduct of Association business. It is understood that all costs associated with the functioning of the office, including telephone charges and office supplies, will be borne by the Association solely.

ARTICLE V - DUES DEDUCTIONS

The Board agrees as herewith provided to deduct from compensation due the employees represented by the Association and remit to the Association the Association membership dues and the dues of other professional associations indicated by each member thereof who authorizes such deductions by means of the presentation to the Board of a written signed document. Such authorization shall be continuous unless revoked in writing. All such dues authorized to be deducted by such documents received by or on file with the Board before October 1st in any one school year shall be deducted from the compensation due the authorizing employee in equal even dollar amounts (or as equal as possible) between the period of November 1st and May 1st. For documents received after October 1st, deductions shall be made in the same manner during the inclusive months. Remittance by the Board to the Association shall be made in 6 payments; one at the end of each month of dues deduction.

¹ His/her, he/she will be used interchangeably throughout this agreement.

ARTICLE VI - NO STRIKE PLEDGE

The Association agrees that neither it nor the employees it represents shall engage in any strike. The Association further agrees that it shall not cause, instigate, encourage or condone any strike.

ARTICLE VII - WORKDAY

For the purpose of this Article, the following definitions apply:

- a) **Itinerant Staff**: Staff member is district-based contracted by the districts for part of the day (must be less than a full-time employee in any single district).
- b) **Shared Staff**: Staff member travels to multiple sites during the same work day and therefore requires travel time. (There is a 250 minute limit per day on instructional time for these staff members).
- c) **Multi-Site Staff**: Staff member changes sites on different days (for example, two days at Site A and three days at Site B). These staff members do not visit more than one site on a single day and therefore do not require travel time during the work day.

The workday for teachers, including other certified personnel covered by this Agreement, and teaching assistants, shall be as follows:

A. Special Services

1. All BOCES Facilities (including Rye Lake Campus)

- a. Teachers assigned to Rye Lake Campus shall work 7 hours per day except as provided in “b” below.
- b. Teachers shall fulfill the following specific professional responsibilities:
 - 1. Teachers shall be required to attend no more than 10 staff meetings per year after the workday. One staff meeting shall be directly correlated to mental health strategies and wellness support for staff.
 - 2. Teachers shall be required to have no more than 2 parent conferences per year per student after the workday.
 - 3. Conferences with supervisors may be held if necessary, after the workday, only for evaluation purposes in accordance with the evaluation provisions. The foregoing provision, however, does not preclude supervisors from meeting with probationary teachers for discussions regarding improvement of instruction after the workday provided such meetings do not occur an unreasonable number of times and teachers are not improperly pressured to attend.
 - 4. Teachers may be required to care for children after the workday only in unusual circumstances such as class trips.
 - 5. In no case shall a child be left unattended by a teacher on school grounds after the workday.
- c. Each teacher shall have 45 minutes of planning/preparation time per day during the instructional day.

- d. There shall be 6 half days each school year for planning/preparation, with a minimum of 2 half days for team planning/preparation, unless such half days would violate the Rules of the Regents or the Regulations of the Commissioner of Education or aid would be lost in which case the matter shall be reopened for negotiations within 2 weeks.
 - e. Planning/preparation time shall be used for case conferences, developing activities and curriculum for students' continuing growth and coordinating the activities of teacher teams.
 - f. Each teacher shall have a 30 minute duty-free lunch period during the instructional day.
2. School District Facilities
- a. Teachers assigned to district classes shall work the same workday as teachers in the district assigned to the building except as provided in "b" below.
 - b. Teachers shall fulfill the following specific professional responsibilities:
 - 1. Teachers shall be required to attend no more than 10 BOCES staff meetings after the workday. One staff meeting shall be directly correlated to mental health strategies and wellness support for staff.
 - 2. Teachers shall be required to have no more than 2 parent conferences per year per student after the workday.
 - 3. Conferences with supervisors may be held after the workday for evaluation purposes in accordance with the evaluation provisions or in emergencies. The foregoing provision, however, does not preclude supervisors from meeting with probationary teachers for discussions regarding improvement of instruction after the workday provided such meetings do not occur an unreasonable number of times and teachers are not improperly pressured to attend.
 - 4. Additional time beyond the workday may be required for supervision of buses.
 - 5. Teachers may be required to care for children after the workday only in unusual circumstances such as class trips.
 - 6. In no case shall a child be left unattended by a teacher on school grounds after the workday.
 - 7. It is expected that teachers will be participating members of the district school faculty and curriculum meetings when appropriate.
 - c. Teachers shall have the same planning/preparation time and duty-free lunchtime each day as is provided for the district teachers in the building. Planning/preparation time shall be used as set forth in A.1.e. above.
3. For programs and locations which share students during the school day, the schedule of the host district shall be followed by all parts of the program involved.
4. I.E.P./Technology Committee - A committee consisting of 3 teachers to be appointed by the President of the Association and 3 administrators to be appointed by the Superintendent or his designee shall meet on a regular basis or as requested by either party to review the individual education plan procedures, identify issues and determine needs for hardware and software, and make advisory recommendations to the Superintendent.

5. Teachers who are responsible for preparation of Individual Education Plans and/or supporting material related to Individual Education Plans will be released from classroom responsibilities for one full day during which they will work on said material.

B. Career Services

1. Teachers shall work seven (7) hours per day including five (5) hours of instructional time, ninety (90) minutes of planning/preparation time and a thirty (30) minute duty free lunch period. Under all circumstances, teachers shall have a thirty (30) minute duty free lunch period. Up to ten (10) preparation periods for each bargaining unit member may be used for staff development meetings. Additionally, these staff development meetings may be held no more than three (3) days per week. The use of preparation time for this purpose shall be equitably utilized for all bargaining unit members. Schedules for each school year's staff development meeting shall be distributed at the beginning of each quarter, which will coincide with the marking periods. Planning/preparation time shall be used for case conferences, developing activities and curriculum for students' continuing growth and coordinating the activities of teacher teams.
2. Teachers shall fulfill the following specific professional responsibilities:
 - a. Teachers shall be required to attend no more than 10 staff meetings per year after the workday except:

Probationary teachers may be required to attend up to 12 additional meetings in their first year of service, up to 8 additional meetings in their second year of service and up to 4 additional meetings in their third year of service.
 - b. One staff meeting shall be directly correlated to mental health strategies and wellness support for staff.
 - c. Teachers shall report to their stations 10 minutes before class time. They may be scheduled periodically for supervision of bus loading and unloading. No more than 6 teachers shall be required to supervise bus loading or unloading at any one time.
 - d. Teachers shall have parent conferences after the workday as necessary.
 - e. Teachers may be required to care for children after the workday only in unusual circumstances.
3. Curriculum Preparation - A teacher may be asked by the administration to prepare a curriculum manual in a prescribed form, as opposed to regular and normal planning. In such case, the request may be that the teacher does the preparation during released time provided by the administration or on his or her own time for compensation. In the latter case, the compensation shall be at the teacher's rate of pay for time spent. For example, one day's work on the curriculum manual would be compensated at 1/200 of the teacher's annual salary. If the request is that the work be done during the teacher's own time, it may be refused by the teacher, but not otherwise. If the teacher should decline to do the work, the Board may arrange to have it done elsewhere.

C. Shared Services

1. Shared teachers shall work a 7 hour workday except as provided in 2 below.
2. Shared teachers shall fulfill the following specific professional responsibilities:
 - a. They shall be required to attend no more than 10 BOCES staff meetings after the workday. One staff meeting shall be directly correlated to mental health strategies and wellness

support for staff.

- b. They shall be required to have no more than 2 parent conferences per year per student after the workday.
 - c. Conferences with supervisors may be held if necessary, after the workday, only for evaluation purposes in accordance with the evaluation provisions. The foregoing provision, however, does not preclude supervisors from meeting with probationary teachers for discussions regarding improvement of instruction after the workday provided such meetings do not occur an unreasonable number of times and teachers are not improperly pressured to attend.
 - d. They may be required to care for children after the workday only in unusual circumstances such as class trips.
 - e. In no case shall a child be left unattended by a teacher on school grounds after the workday.
 - f. It is expected that shared teachers will be participating members of the district school faculty and curriculum meetings when appropriate.
3. Shared teachers shall have 45 minutes planning/preparation time and a 30 minute duty-free lunch period each day. They shall not be assigned for more than 250 minutes of instructional time per day. Planning/preparation time shall be used for case conferences, developing activities and curriculum for students' continuing growth and coordinating the activities of teacher teams.

D. Incarcerated Youth Program (IYP):

- 1. Teachers shall work a 7 hour workday except as provided in 2 below.
- 2. Teachers shall fulfill the following specific professional responsibilities:
 - a. They shall be required to attend no more than 10 BOCES staff meetings after the workday. One staff meeting shall be directly correlated to mental health strategies and wellness support for staff.
 - b. They shall be required to have no more than 2 parent conferences per year per student after the workday.
 - c. Conferences with supervisors may be held if necessary, after the workday, only for evaluation purposes in accordance with the evaluation provisions. The foregoing provision, however, does not preclude supervisors from meeting with probationary teachers for discussions regarding improvement of instruction after the workday provided such meetings do not occur an unreasonable number of times and teachers are not improperly pressured to attend.
 - d. They may be required to care for children after the workday only in unusual circumstances such as class trips.
 - e. In no case shall a child be left unattended by a teacher on school grounds after the workday.
- 3. Each teacher assigned to I.Y.P. shall have 45 minutes of planning/preparation time per day during the instructional day.
- 4. Planning/preparation time shall be used for case conferences, developing activities and curriculum for students' continuing growth and coordinating the activities of teaching teams.

5. Each teacher shall have a 30 minute duty-free lunch period during the instructional day.

E. Attendance and Notification of Absence

Teachers shall follow the sign-in procedure each day in the building to which they are assigned. All members will sign in and out in the building to which they are assigned. This procedure is to be followed for safety and security concerns only and in no circumstance will the procedure be used for any form of discipline on any member. They shall notify their applicable teacher registry system as established in their division prior to 6:30 A.M. if they are going to be absent on a given day. If a shared teacher is going to be absent, he or she shall call the designated office of the school or school system where he or she works early enough to permit a substitute to be called. A shared teacher shall also inform his or her supervisor of his or her absence on the day it occurs.

F. Early Leaving

1. In General - On those afternoons when a teacher has no duty commitment, he or she may request of his or her immediate supervisor that he or she be excused at student dismissal time. The request shall be for valid reasons and may be granted at the sole discretion of the supervisor.
2. To Take Courses - Teachers wishing to leave school after student dismissal time but earlier than the normal designated time for the specific purpose of taking approved courses may request permission for early leaving in writing to their immediate supervisor. Such request shall contain information as to the course title, days and hours the course is to be given, and the location where the course is offered. The request may be granted at the sole discretion of the supervisor but such discretion shall not be exercised arbitrarily.
3. Shared Teachers - Shared teachers wishing to leave school earlier than the designated time may request permission of the principal of the school to which they are assigned and the Director of Human Resources. If the request is granted by the principal, the Director of Human Resources shall not arbitrarily withhold consent.

G. Staff Meetings

1. Day - During the 2008-09 school year two (2) meetings may be held on a day other than a Monday with notice of such other days to be provided at the beginning of the quarter. Beginning with the 2009-10 school year and thereafter, the day designated for meetings shall be designated by the BOCES no later than the 1st of June of the prior school year. The BTA shall give notice of its meeting day no later than April 1st of the prior school year. The District shall not utilize the day designated by the BTA for its meeting day. Further, during each school year two meetings may be held on a day other than the designated day with notice of such day to be given at the beginning of the quarter. The two days shall not encumber the BTA scheduled meeting days.
2. Notice/Agenda - All Staff Meetings will be scheduled in the beginning of the quarter with notice to all bargaining unit members by either a written notice in the members mailbox or by e-mail or other means of personal delivery. Staff members shall be reminded in the notice that they are encouraged to provide suggestions for items to be placed on the agenda. Such suggestions should be submitted at least three school days prior to a given meeting. Notice of any changes in the meeting schedule (ie. Cancellation, change in start time, change in date) will be provided to members of the bargaining unit at least three school days in advance of the scheduled meeting by e-mail or notice in all bargaining unit members' mailboxes or other means of personal delivery.
3. Length - Staff meetings shall not exceed 2 hours and shall end by no later than 5:30 p.m.

ARTICLE VIII - COVERAGE FOR ABSENT STAFF

- A. The Board shall endeavor to obtain a substitute for absent classroom staff. When a substitute is not available, or in cases of emergency, teachers may be assigned to cover for an absent teacher. Efforts shall be made to keep such assignments to a minimum and they shall be made on a rotating, equitable basis.

B. Upgrades Schedule

This provision is effective March 20, 2017. The purpose of upgrades is for the safety of the students. Continuity of service is necessary to maintain the normal classroom procedure. When a staff member is absent, a class should run as it does without absences. When a staff member upgrades into a position, that person, in addition to their own responsibilities, assumes all the responsibilities of that position. Whenever there is an upgrade into a teacher position, the person who receives the upgrade acknowledges that they are assuming full teacher responsibilities including instruction, attendance, late bus duty, supervision of students, lunch duty and any other responsibilities normally assigned to teachers. Anyone may refuse an upgrade by informing the teacher or supervisor. There is only 1 upgrade per class.

Classroom Structure: Teacher & Teaching Assistant

Absent	Upgrade	Substitute
Teacher	Assistant only if no certified teacher substitute is available	Substitute fills Assistant Position
Assistant	Teacher	Only when no Substitute is Available
Teacher & Assistant	None	Substitutes for both Teacher & Assistant

Classroom Structure: Teacher & 2 Teaching Assistants

Absent	Upgrade	Substitute
Teacher	Rotation of Assistants only if no certified teacher substitute is available	Substitute covers Assistant Position
Assistant	Teacher	Only when no Substitute is Available
Teacher & 1 Assistant (Non-1:1)	Remaining Assistant Covers for Teacher only if no certified teacher substitute is available	Substitute fills Assistant Position

Classroom Structure: Teacher, Teaching Assistant & Aide

Absent	Upgrade	Substitute
Teacher	Assistant only if no certified teacher substitute is available	Substitute fills Assistant Position
Assistant (Non-1:1)	Aide only if no assistant substitute is available	If Aide Substitute is available, Substitute fills Aide Position
Assistant (Non-1:1)	Teacher	Only when no Substitute is Available
Teacher & Assistant (Non-1:1)	Aide with Supervisor Permission	Substitute(s) Fills Assistant &/or Aide Position Only if no certified teacher substitute is available
Aide (Non-1:1)	Teaching Assistant	Only when no Substitute is Available

Classroom Structure: Teacher, Multiple Teaching Assistants, Classroom Aides & 1:1 Assistants/Aides in Self Contained Classes

Absent	Upgrade	Substitute
Teacher	Rotation of Assistants only if no certified teacher substitute is available	Substitute fills Assistant Position
Assistant (Non-1:1)	Rotation of Aides only if no assistant substitute is available	Substitute fills Aide Position
Assistant (Non-1:1)	Teacher	Only when no Substitute is Available
Aide (Non-1:1)	Teaching Assistant	Only when no Substitute is Available

C. Parameters

- Any concerns that arise involving upgrades should be reported to the Supervisor. If the Supervisor is unavailable, then the Director should be notified.
- When a certified /professional teacher substitute is hired for an absent teacher, no upgrade is available.
- There is only 1 upgrade per class.
- If a person's primary position is a 1:1 Bill Back Assistant/Aide, and the assigned student is present that day, that Bill Back Assistant/Aide will not be entitled to an upgrade. (Classroom staff may not trade positions to get an upgrade.)
- A classroom teacher will be upgraded when a 1:1 Aide or 1:1 Assistant is absent and no substitute is available, and the classroom Assistant is assigned to fill the vacant 1:1 Teacher Aide position.
 - A classroom Teaching Assistant will be upgraded when the classroom Aide is absent, and no substitute is available.
- Anyone who is absent on the day they are rotated into the upgrade (or for extended absences), upon returning to work, will be placed into the rotation for upgrades.
- An employee may not "gift" their upgrade to another individual.
- All staff is responsible for completing and submitting their own upgrade sheets in line with the Time Sheet Schedule.
- Supervisors may assign staff to a different class/assignment for the day. If the staff member is performing duties consistent with their job title they are NOT entitled to an upgrade.
- At the discretion of the Supervisor, to maintain consistency, 1:1 Bill Back Assistant/Aide may be restructured within a class.
- If a classroom Assistant/Aide is pulled to cover a class, the respective member is entitled to an upgrade according to the upgrade schedule.
- Teachers are eligible for upgrades if another teacher is absent and students are merged into another class (this may include multiple teachers). The compensation for the teacher will be the rate of a daily substitute. It is understood that only one teacher shall be eligible for the upgrade.
- Special Services staff payments for upgrades will be 1/6 per period of the upgrade amount.
- CTE & IYP upgrades are prorated by 45 minutes = 1/6 etc.
- Upgrades are for all programs including but not limited to SS, CTE & IYP.
- Students must be supervised at all times.
- The staff member receiving the upgrade will assume all responsibilities of the upgraded position.

Examples of situations

- Example 1 - If a person's primary position is a 1:1 Bill Back Assistant/Aide and the assigned student is absent that day, that Assistant/Aide may be reassigned. That person would be entitled for an upgrade only if they are asked to perform duties *above* their job title.

- Example 2 – The 1:1 Bill Back Assistant (if assigned student is absent) is *reassigned* for the day to take the place of a classroom Assistant or classroom Aide – No upgrade.
- Example 3 – If an Assistant or an Aide is reassigned to a different classroom into an upgraded position the Assistant or the Aide is entitled to the upgrade.

Upgrade Schedule is subject to modifications with variations and modifications of ratios of classes to maintain this Upgrade Schedule.

- D. Upgrades for Teachers will be paid at a daily rate of \$85.00. Upgrades for Teacher Assistant will be paid at a daily rate of \$85.00.

ARTICLE IX - JOB DESCRIPTIONS AND PROMOTIONS

A. Job Descriptions

The Board shall provide job descriptions for promotional positions included in the negotiating unit via email to all BTA members at the BOCES email address on file in the personnel office. The descriptions shall include qualifications, duties and responsibilities. Lines of responsibility and authority shall be defined. Compensation, if any, above the applicable salary schedule shall be identified.

Any changes in job description affecting members of the unit shall be made known to the affected individuals and the Association.

B. Promotions

When existing positions are vacated or new positions created at the supervisory and/or administrative levels, notice of such positions shall be posted at each BOCES campus. The notice shall include job descriptions and qualifications necessary. A copy of each such notice shall be mailed to the president and Area Representatives of the Association.

Staff members who feel they possess the necessary qualifications should file an application for the position in which they are interested. In each such case the staff member shall be granted an interview for the vacant position.

Any teacher who shall be appointed to a supervisory or administrative position and shall later return to the status of teacher shall be entitled to retain such rights as he or she may have had under this agreement prior to such appointment to a supervisory or administrative status.

ARTICLE X - TEACHER ASSIGNMENTS AND TRANSFERS

- A. Continuation of Employment of Probationary Teachers - Probationary teachers shall be notified by May 1st of each year if their employment will not be continued into the following school year as a result of their professional evaluations. In the final year of their probationary term, they shall be notified by April 15 if they will not be recommended for tenure when their probationary term began at the beginning of a school year. In the final year of the probationary term, when the probationary term began during the course of the school year, they shall be notified 75 calendar days before the end of their probationary term. (This provision does not apply to physical and occupational therapists.)
- B. Notification of Assignment – The Board will endeavor to notify teachers by May 31st of their assignment for the following year. In cases where such notification cannot be given by May 31st, due to such items as fluctuating enrollment, take-over of programs or availability of rooms, the Director of the program, or his/her designee, shall inform the teacher of the reason. Notification shall be given as soon as feasible

after May 31st. The Board will endeavor to inform related service providers of their roster of students and also provide all required student specific information no later than one calendar week before the start of school. It is understood that changes to the roster may occur due to the late arrival of students.

- C. Voluntary Transfers - Teachers who desire a change in assignment or transfer to another school building or facility shall file a written request with the Director or his or her designee. If such request contains more than one choice, the desired positions shall be listed in order of preference. Appointment to a requested position shall be made by the Director who shall, however, consider the convenience and wishes of teachers requesting transfer to the extent that they do not conflict with the instructional requirements and best interests of the school system. If the teacher is dissatisfied with the Director's decision, he or she may request a review by the Superintendent or his designee whose decision shall be final.

During the school year the Superintendent shall have posted in all BOCES buildings a current list of teaching vacancies. Notice of such vacancies will be mailed to the President and Area Representatives of the Association. During July and August, if vacancies occur, the President of the Association and Area Representatives shall receive a supplemental list of such vacancies.

D. Involuntary Transfers

1. To Improve the Instructional Program - Before a reassignment or transfer is made, the appropriate Director shall meet with the teacher involved to notify him or her of the reasons therefor. The teacher shall have one week to consider his or her position and in the event he or she objects to the reassignment or transfer, at his or her request the Director shall meet with the teacher and a representative of the Association to discuss the situation. After such a meeting, the Director shall make a decision and if requested, state his or her specific reasons in writing for the decision. If the teacher is dissatisfied with the Director's decision, he or she shall state his or her reasons in writing and may then request a review by the Superintendent or his designee whose decision shall be final and not subject to review. In no event shall a teacher be reassigned or transferred out of his or her tenure area.
2. In the Event a Class is Closed - If a reassignment or transfer is required by the closing of a class or classes, the appropriate Director shall meet with the teacher involved to notify him or her of the closing and of possible vacancies available. In determining where the teacher shall be reassigned or transferred the Director shall consider the preference of the teacher. If the teacher objects to the reassignment or transfer planned by the Director, at his or her request the Director shall meet with the teacher and a representative of the Association to discuss the situation. If the teacher is dissatisfied with the Director's decision, he or she may request a review by the Superintendent or his designee whose decision shall be final. In no event shall a teacher be reassigned or transferred out of his or her tenure area.

ARTICLE XI - TEACHER EVALUATION AND FILES

A. Teacher Evaluation Procedures

1. Teachers covered under the New York State Annual Professional Performance Review (APPR) will receive their annual evaluation in accordance with the mutually agreed APPR Plan (see APPR Summary Document). All other Teachers will receive evaluations as outlined below.
2. The evaluation process is a collaborative one between the teacher and supervisor. Evaluations are conducted through formal and informal observations. Teacher portfolios may be developed and various other artifacts and measurements may also be incorporated in the process when mutually agreed to by both parties.

3. All observations of work performance of a teacher shall be conducted openly with full knowledge of the teacher. Audiovisual equipment shall not be used in an observation for evaluation of a teacher. Such equipment may be suggested and used for such purposes as self-improvement or program evaluation so long as the participation of the teacher is voluntary and the recorded tapes shall be stored as prescribed by the teacher.
4. Written Reports
 - a. An observation report will be written following a formal observation. It will include specific information relevant to the observation, a statement of instructional strengths, and weaknesses and suggestions for improving future performance should this be necessary.
 - b. An evaluation report will assess the performance of the teacher over an extended period of time and may include not only observation information, but other data as well.
5. In addition to formal observations, administrators may make drop-in visits. Following a drop-in visit, the administrator will provide verbal feedback. If a concern arises that is observed again in a subsequent drop-in visit, it will be noted in writing.
6. A supervisor or administrator visiting a class for the purpose of formally observing a teacher shall remain in the classroom for a sufficient period of time to make the observation valid, but in no case less than 20 minutes. The written observation report shall show the time spent in observation. Each written report shall contain comments pertinent only to the visitation designated in the report.
7. A copy of the observation report shall be given to the teacher within six school days after the observation. At the request of the teacher or the administrator, a conference shall be held to review the report. Such conference shall be requested and held within six school days after the copy of the report has been submitted to the teacher. If any aspect of the observation is deemed unsatisfactory, a conference between the teacher and administrator must be held within six school days. The resulting report shall be signed by the teacher to indicate he or she has seen and discussed it, or has been given the option to discuss it. If the teacher is rated as unsatisfactory during any observations then the teacher or the supervisor may elect an additional observation by another supervisor.
8. Each probationary teacher shall be observed at least three times each year, but no less than once each semester and be given an evaluation report at least once each year. The written evaluation report shall be reviewed with the teacher no later than April 1st of each year of the probationary period. Tenured teachers shall be observed at least once each year and be given an evaluation report at least once every fourth year.

In the case of a probationary teacher first employed after January 1, the teacher shall be observed at least two times during that school year. The written evaluation report shall be reviewed with teachers first employed after January 1, no later than 90 days before the end of each such teacher's probationary year in each of his or her probationary years.
9. Teachers have a right to submit a written response to observation and evaluation reports. The response must be submitted within 10 school days of the receipt of the report. This submission shall be attached to all copies of the report. If an observation or evaluation report is presented to a teacher in June, the teacher's response must be submitted within 10 school days of its receipt. Supervisors shall make special efforts to complete such reports early.
10. In order to provide the teacher with a fair opportunity to overcome any deficiencies, any comment relating to teacher weaknesses shall be accompanied by suggestions for improvement with reasonable time to demonstrate improvement. Other forms of assistance may be suggested by the teacher or the administrator. The teacher may also request a reasonable number of

additional observations.

11. No unit member participating in any collaborative activity including but not limited to mentor, peer coach or team leader will act in any supervisory or evaluative capacity.
12. Prior to any observation or evaluation, the evaluation form, which includes the criteria for evaluation, must be communicated to each teacher. (In the teacher's handbook, or other forms or methods chosen by the administration.) The basis for evaluation shall be those criteria, which appear in the APPR.

B. Teacher Improvement Plan

1. If a tenured teacher's summary evaluation places the teacher in jeopardy of receiving an unsatisfactory rating, the Board will assist the teacher in receiving remediation for at least one full semester to improve the teacher's performance. If the program level intervention fails to improve the teacher's performance, the superintendent may require the development of a Teacher Improvement Plan.
2. The plan will be developed by the Board in consultation with such teacher.
3. A union representative will be present unless the teacher refuses such representation.
4. It is understood that the requirements of a Teacher Improvement Plan may exceed the teacher's workday or work year. If a requirement outside the workday or work year conflicts with the unit members' responsibilities or obligations, both parties will attempt to find an acceptable alternative. The BOCES will pay all costs related to any remediation outside the workday or work year. In addition, all remediation that takes place outside the work year or on a Saturday will be compensated at the summer school rate of pay. Remediation, in excess of ten hours that takes place outside the workday on Monday through Friday will be compensated at the summer school rate of pay. In cases where BOCES pays the cost of tuition, the teacher will not be allowed to use credit earned for purposes of salary schedule advancement.
5. In any event, it is the responsibility of the teacher to follow the Teacher Improvement Plan and to improve his or her performance. The Board recognizes its responsibility to support the teacher in accordance with the agreed to Teacher Improvement Plan. The Board may keep a teacher on the teacher improvement plan until he/she achieves a satisfactory rating on the summary performance evaluation.
6. A probationary teacher may be placed on a Teacher Improvement Plan at any time if his/her performance is unsatisfactory. The BOCES retains all rights granted under laws pertaining to probationary teachers.

C. Portfolios

Teachers who mutually agree or are required to maintain a portfolio in accordance with Part 100.2 (b) of the Regulations of the Commissioner of Education, may choose any items from the following list for inclusion:

- Classroom observations reports
- Sample lesson plans
- Samples of student work
- Samples of student assessments instruments
- Samples of teacher prepared materials
- Log of professional development activities
- Positive indications of growth

Other materials as determined by the teacher

The teacher may review the portfolio with the supervisor or may be asked to submit the portfolio to the supervisor for review by March 10. If it is submitted, it will be returned to the teacher within 20 working days. In either case, the supervisor will sign and date the portfolio to confirm that it has been reviewed.

D. APPR Committee

1. A committee consisting of five teachers appointed by the BTA and five administrators will meet regularly or as requested by either party for the following purposes:
 - a. Edit and revise the professional review practices including forms, supervisory strategies and techniques and criteria used in supervision and evaluation of certified staff.
 - b. Review the process of APPR to ensure its efficacy in meeting the objectives of collaboration, skill enhancement and support for teaching personnel.
 - c. Review any procedural issues that may be inconsistent with the intent of collaboration and skill development of staff. It is not the responsibility of the APPR to review individual cases.
2. This committee will report to the Superintendent and BTA president at least annually or more often as needed. No change involving a mandatory topic of bargaining will be implemented without Union agreement. It is understood that the Board retains the right of final approval.

E. Teachers Files

1. The teacher file shall be maintained by the Board and should contain at least the following records:
 - a. Application for employment and/or letters of application.
 - b. Official transcripts.
 - c. Records relative to certification status.
 - d. Records relative to sick and/or personal leave, maternity leave, leaves of absence, sabbatical leave.
 - e. Copies of Probationary and Tenure Notification.
 - f. Evaluations, narrative statements, reports of observations and other material relating to the teacher's performance.
 - g. Copies of salary notices and authorizations for deductions.
 - h. Copy of Oath of Allegiance.
2. For practical purposes, information relative to salary and deductions are kept by the Business Office; the remainder of the file shall be kept in the Human Resources Office in forms best suited for efficient operation. However, duplicate information relative to salary and deductions may also be kept in the files in the Human Resources Office.
3. Any material relative to a teacher's conduct, service, character or personality written by an administrator or supervisor within BOCES or by an administrator of a school district shall not be placed in his or her personnel file or communicated to a third party unless the teacher has had an

opportunity to review the material. "Third party" in the foregoing sentence shall not be deemed to include members of the secretarial staff or the Director or Assistant Director of the Division. Any written communication which is not made a part of the teacher's personnel file within 40 school days of the occurrence involved or the date such an occurrence became known to the administrator of the district, or BOCES administrator, whichever is later, cannot be utilized in evaluation of a teacher's conduct, service, character or personality. The teacher shall acknowledge that he or she has had an opportunity to review the material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The teacher shall also have the right to submit a written answer to such material within 15 school days of receipt and his or her answer shall be reviewed by the Superintendent, or his designee, and attached to the file copy.

4. A teacher shall be notified personally or by note within 48 hours of any formal complaint by parents of a student or by a student. Mailing of a note to an absent teacher shall constitute notice. The teacher shall be afforded an opportunity to reply to the complaint. No complaint, letter or report shall be placed in a teacher's file without the teacher's knowledge and without an opportunity to meet with the complainants. The teacher shall also have the opportunity to make a written statement to be attached to the original complaint.
5. Material shall be removed from the files when a teacher's claim that it is inaccurate as to factual matter is sustained by the Superintendent or his designee.
6. Teachers shall have the right upon reasonable notice to review the contents of their personnel file in the presence of the Director of Human Resources, or his or her designee, and to make a copy, reproduced at 10 cents per copy, of any document in it. Pre-employment materials classified as confidential, such as letters of reference and placement folders, shall be removed from the file before review. A teacher shall be entitled to have a representative of the Association accompany him or her during such review.

ARTICLE XII - PHYSICAL AND OCCUPATIONAL THERAPISTS

Full-time physical and occupational therapists shall serve a six month probationary period. They may be discharged during such period or at the end of such period at the discretion of the Board. If they are discharged thereafter they may review such discharge through the grievance procedure but only through the Third Stage (Board Review). This provision does not apply to part-time therapists.

ARTICLE XIII - SCHOOL FACILITIES

- A. Wherever possible, the Board shall provide teachers assigned to facilities under the Board's control with the following:
 1. A secure desk, coat closet and storage space in his or her classroom.
 2. Clean, well-lighted restroom facilities separate from those provided for students.
 3. A clean, well-lighted and attractively maintained Faculty Room.
 4. A room adequate in size and equipment for use for personal preparation and preparation of instructional materials such as tests, review materials, work sheets, study guides, job sheets, information sheets and visual aids. Computers and copying equipment shall be furnished. Upon request, the BOCES will provide related service providers a mobile or stationary computing device when necessary to carry out one's duties.
 5. Adequate and properly maintained existing parking area.

- B. In any situation in which the Board plans to move a program to existing space or to place a program in space that is new or will be renovated, the Superintendent will notify the Association President, who will designate unit members to advise the Superintendent or his/her designee regarding the needs within that space. The Superintendent and the President will determine the timetable for the exchange of information, meetings and other activities that may be necessary.

ARTICLE XIV - TEACHER PROTECTION

A. Reports of Assaults

Teachers shall immediately report all cases of assault suffered by them, in connection with their employment, to their supervisor in writing.

B. Information from Superintendent

This report shall be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in his possession relating to the incident or the persons involved.

C. Save Harmless

The Board shall save harmless and protect all teachers from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person or accidental damage to the property of any person within or without the school building, provided such teacher at the time of the accident or injury was acting in the discharge of his or her duties within the scope of his or her employment and/or under the direction of the Board. Teachers shall notify the Superintendent of any accident or claim against them which might be covered by this section as soon as possible (but no later than 10 days) after the accident occurs or as soon as possible (but no later than 10 days) after the teachers know of the claim. In addition, a teacher shall not be entitled to the protection of this article unless, as soon as possible (but no later than 10 days) after he or she is served with any summons, complaint, process, notice, demand or pleading, he or she shall deliver the original or a copy thereof to the Superintendent.

D. Absence Due to Injury on the Job

If a teacher is absent as a result of personal injury due to an assault or accident occurring in the course of his or her employment, he or she shall be paid his or her full salary for the period of disablement without charge to sick leave. The teacher shall file a claim for Workers' Compensation benefits within 48 hours after the incident and notify the supervisor and Benefits Office as to date of return to work. The teacher shall prosecute any claim for benefits and any award, up to the amount paid the teacher by the Board while the teacher was absent, shall become the property of the Board. Failure to notify the Benefits Office of the date of return to work shall result in a deduction of the compensation of the substitute from the teacher's pay.

Effective July 1, 2004, if a teacher is absent as a result of personal injury due to an assault or accident occurring in the course of his or her employment, he or she shall be paid his or her full salary for the period of disablement without charge to sick leave for up to forty (40) days. Once the employee's Worker's Compensation claim has been decided by the Workers Compensation Board, the employee's sick leave accrual will be adjusted to reflect the leave time approved by the New York State Workers Compensation Board. If the number of days approved by the Workers Compensation Board is less than the number of days taken by the employee, the number of days in excess of the number of approved days shall be deducted from the employee's sick leave accrual or future sick leave accrual. There will be no use of sick leave bank for this purpose. It is understood that the language in the previous three sentences will go into effect on January 1, 2018 and will be followed for any future absences related to workers' compensation injury and illness, including any future absences for

previously suffered work-related injury and illness. If the teacher thereafter continues to be absent and uses leave time because of the injury, his or her leave time deduction shall be recredited according to the following formula: half day for each day that BOCES is reimbursed pursuant to a Workers' Compensation award. The teacher shall file a claim for Workers' Compensation benefits within 48 hours after the incident and notify the supervisor and Benefits Office as to date of return to work. The teacher shall prosecute any claim for benefits. Any award, up to the amount paid the teacher by the Board while the teacher was absent, shall become the property of the Board unless the teacher's right to sick leave has been exhausted, at which point such payments shall be the property of the teacher. Failure to notify the Benefits Office of the date of return to work shall result in a deduction of the compensation of the substitute from the teacher's pay.

E. Personal Automobiles

A teacher shall not be ordered to use his or her personal automobile to transport students except in an emergency.

F. Reimbursement for Property Damage or Loss

1. The Board will reimburse members of the bargaining unit for personal property which is normally worn or brought into school if it is damaged, destroyed or stolen in the course of the member of the unit performing his or her duties. Reimbursement is limited to \$250 per occurrence and \$2,500 for all members of the bargaining unit in any one school year. Reimbursement will be made upon presentation of a claim, with supporting documentation if possible, to the Assistant Superintendent for Business and Administrative Services.
2. Effective September 1, 2008, reimbursement is limited to \$400 per occurrence and \$10,000 for all members of the bargaining unit in any one school year.

ARTICLE XV - STUDENT DISCIPLINE

It is recognized that the primary responsibility for discipline in the classroom is rightfully that of the teacher. It is further recognized that discipline problems are less likely to occur in classes that are well taught and where a high level of student interest is maintained.

The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

When, in the professional judgment of the teacher, in consultation with the supervisor, it appears that a particular pupil requires the attention of BOCES special counselors or other pupil personnel persons, the administration will take steps to assist the teacher with respect to the pupil.

A teacher may request removal of a pupil from his or her class by his or her supervisor or building principal when the severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. While awaiting assistance, the teacher may take such legal action as is necessary. In such cases, the teacher shall furnish his or her supervisor, as soon as possible, with full particulars of the incident or incidents.

The affected pupil, removed from his or her class by the supervisor or the building principal, will be readmitted to the classroom only upon direct authorization of the supervisor, or, when appropriate, by guidelines from the supervisor for the future handling of the case. Individual records shall be maintained on student discipline and shall be available to teachers as an aid for determining disciplinary recommendations concerning particular pupils.

Under all circumstances the teacher shall be guided by the applicable regulations of the Commissioner of Education.

ARTICLE XVI - REDUCTION IN FORCE

A. Definition

Reduction in force shall refer to a decrease in the total number of teaching positions in any tenure area.

B. Seniority

The Board recognizes and agrees that all provisions of law pertaining to seniority shall be applied to all teachers in layoff and recall.

C. Notice

A teacher to be laid off because of a reduction in force shall be notified in writing 60 days in advance of the effective date of layoff.

D. Termination Pay

If a tenured teacher is laid off as a result of a reduction in force he or she shall be entitled to receive as termination pay one-tenth of his or her final base salary. Payment of such termination pay shall be made in September following the layoff unless the teacher is recalled to work before the first workday in September in which case no termination pay shall be due and owing. If the teacher is recalled to work by the second payday in September one-half the amount of termination pay shall be paid. If the teacher is recalled to work after the second payday in September the full amount of termination pay shall be paid.

If a tenured teacher is reduced from a full-time to a half-time schedule, he or she shall be entitled to receive one-half of the termination pay set forth in the foregoing paragraph, in accordance with the terms there set forth. If he or she is subsequently laid off, he or she shall be entitled to receive the balance of the termination pay set forth in the foregoing paragraph, in accordance with the terms there set forth.

E. Benefits

Teachers who are laid off as a result of a reduction in force shall receive the medical and dental benefits provided to teachers under this Agreement for a period of 6 months following their last day of employment as a regular teacher. However, if the teacher who has been laid off obtains other employment which provides substantially the same medical and/or dental benefits then the Board does not have to continue to provide such benefit to the teacher.

F. Preference as Substitute

Teachers who have been laid off as a result of a reduction in force shall receive preferential treatment for employment as regular or per diem substitutes within the tenure area of their experience with BOCES. Teachers who have been laid off as a result of a reduction in force shall receive preferential treatment for employment as a regular or per diem substitute outside of their tenure area if there are no other laid off teachers within the needed tenure area. Laid off teachers who become regular substitutes shall be paid at the rate of pay they had been receiving when they were laid off. Laid-off teachers who serve as per diem substitutes shall be paid at the substitute's rate of pay.

G. Consideration for other Positions

Teachers who have been laid off as a result of a reduction in force shall be given consideration for available or new positions outside of their tenure area.

H. Lists

The Board shall annually provide the Association with a copy of its preferred eligible list. The Board shall biannually provide the Association with a list showing the date each teacher commenced service.

ARTICLE XVII - LEAVES OF ABSENCE

A. Child Care Leave

1. Commencement of Leave

The Board shall grant up to 2 years childcare leave without pay to teachers. Any extension of such leave shall be at the sole discretion of the Board. Such leave must commence either prior to the birth or adoption (actual custody) of a child or within 60 days thereafter. If, however, the teacher has become disabled as a result of the birth of a child, then the leave must commence within 60 days after the disability has terminated.

2. Termination of Leave

Leaves shall terminate so as to provide a return to duty on September 1st or February 1st. Unit members will notify the BOCES of their intent to return from leave by November 1 for a February 1 return or by April 1 for a September return. Prior to the expiration of leave, the teacher may request early return to duty which request may be granted at the sole discretion of the Board.

B. Personal Leave

1. Three days are allowed as personal leave. This leave shall be prorated for part-time teachers.
2. Reasons for personal leave are not required. Personal leave is intended for use to handle matters of a personal or family nature which can only be attended to during regular business hours. However, except in emergencies, teachers shall notify their Director or designee in writing at least 2 working days before the day is to be taken. Shared teachers shall notify the school involved and their supervisor.
3. Personal leave requests shall not be honored on days preceding or following holidays or vacations unless an emergency prevails. The Director of Human Resources shall determine if a request shall be considered under the "emergency" provision. Requests for emergency consideration shall be pre-filed in writing when possible. When pre-filing of "emergency" requests in writing is not possible, a written request shall be addressed to the Director of Human Resources immediately on returning to work.
4. In requesting personal leave in excess of allotted number of personal, business affairs, illness and death in family, observance of religious holidays and other similar areas, a letter must be submitted. The length of leave shall be determined by the need in each case.
5. Unused personal leave days shall be credited to accumulated sick leave.

C. Sick Leave

1. Ten days for sick leave shall be granted each year to regular full-time teachers working 10 months in a school year. Upon completion of 10 years of full-time service with the Board, all teachers shall receive 15 sick days per year. The BOCES may require unit members who are absent for four (4) or more consecutive days to submit a physician's note to the Director of Human Resources upon return to work explaining the nature of the illness and the individual's fitness to work.

Unit members may use up to five (5) of their accrued sick leave days for immediate family illness. For the purposes of immediate family illness days, immediate family is defined as “spouse, children, parents, grandparents, siblings, mother-in-law, father-in-law, or partners.” After four or more consecutive days of immediate family illness time, a unit member may be required to provide a physician’s note to the Director of Human Resources upon return to work explaining the reasons why their immediate family member needed the unit member to care for them.

Except for employees on leave or bereavement leave, new sick leave days for returning employees will be granted on the first day of attendance at the location assigned to the unit member. If a unit member is unable to attend work on the first day of the new school year, the unit member must provide a physician’s note by the following day:

- a. The fifth day of absence for unit members with an annual allotment of ten (10) sick days;
 - b. The seventh day of absence for unit members with an annual allotment of fifteen (15) sick days.
 - c. If the physician’s note is not provided by the deadline in subparagraph (a) or (b) above, the unit member will not receive their annual accruals of sick leave until they attend a day of work.
 - d. This paragraph does not diminish or change the rights to previously accrued leave time.
2. Sick Leave Bank – A sick leave bank will be made available, as provided in this section, for those members of the bargaining unit disabled due to serious, long term illness or injury.

a. Eligibility

The bank shall be available to members of the bargaining unit who have exhausted all leave time and who have contributed to the bank during the most recent round of contribution.

b. Contributions

Membership in the sick bank is voluntary. Except as provided herein, the bank shall be entirely made up of contributions from members of the bargaining unit. Effective upon the execution of this agreement each eligible member of the bargaining unit shall be given the opportunity to contribute two (2) days of accumulated sick leave to the bank. The Board agrees to contribute one (1) day for each two (2) days contributed by members of the bargaining unit. Therefore eligible 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 ninety (90) days.

c. Committee

A committee to administer the bank shall consist of four (4) members, two (2) appointed by the Superintendent and two (2) appointed by the President of the Association.

d. Application

Application for withdrawal from the bank by an eligible member shall be made to the joint committee (through the Office of Human Resources) which shall be responsible for the administration of the bank. The application shall state the nature of the illness or injury in question, the number of days sought to be withdrawn and may be accompanied by appropriate medical verification. The administration of the bank shall be subject to the grievance procedure.

e. Maximum Withdrawal

Except as provided hereafter an eligible member may withdraw no more than eighty (80) days from the bank in any one (1) year period, subject to the availability of days in the bank. An eligible member may withdraw no more than one hundred eighty (180) days from the bank during his or her lifetime, subject to the availability of days in the bank. Unit members during their first three years of employment may not withdraw more than five days per year.

3. Unused Sick Leave:

- a. Unused sick leave will be cumulative up to 200 days for full time teachers for sick leave purposes. Unused sick leave used for payment towards health insurance in retirement may be accumulated up to and including 225 days. Teachers shall be notified once during each school year of their personal sick leave accumulation.
- b. Effective July 1, 2018, if a bargaining unit member provides the SW BOCES with an irrevocable notice of retirement 120 days in advance of his/her retirement into the New York State Retirement System, and who has 50 or more accumulated sick days upon the date of retirement, the unit member shall be eligible for compensation of credit towards the payment of health insurance in retirement. Any bargaining unit member so eligible shall receive credit towards the payment of health insurance in retirement in the following amounts:
 - i. \$75 for each day for the first 124 days of accumulated sick days;
 - ii. \$125 for each day for days 125-149 of accumulated sick days;
 - iii. \$175 for each day for days 150-225 of accumulated sick days.

If there exists a legitimate, extenuating circumstance that would not allow for the employee to provide the 120 day notice in advance of his/her retirement, the BOCES Deputy Superintendent or his/her designee may excuse such requirement, which decision shall not be subject to the grievance provision of this Agreement.

4. Any teacher exceeding accumulated sick leave will have deducted 1/200 of his or her annual salary for each day of absence over the accumulated leave.
5. Certified teachers working less than full time will receive proportionate sick leave as follows:

Employed Part Time	Number of Days
4-1/2	9
4	8
3-1/2	7
3	6
2-1/2	5
2	4
1-1/2	3
1	2

D. Jury Duty Leave

Teachers shall be paid in full for the period of time they serve on jury duty provided that any teacher who serves on jury duty shall be required to refund to the Board all remuneration received for such service except the transportation and lunch allowance. Teachers shall notify their Director or designee, or the office of the school or schools where he or she works and his or her supervisor in the case of shared teachers, as soon as the teacher has received notice of jury duty.

E. Bereavement Leave

Up to five (5) working days shall be granted to all bargaining unit members for a death in the immediate family. Immediate family is defined as employees' spouse, children, parents, grandparents, siblings, mother-in-law, father-in-law, or partner. This benefit applies only to members who are actively working at the time of the bereavement leave and will not apply to members who are out on any form of leave of absence.

ARTICLE XVIII - COMPENSATION

A. Teachers' Salary Schedules

The salary increases for the 2022-2023 through 2024-2025 school years are reflected on the salary schedules set forth in Appendix A and B. The salary increases for each year are as follows:

- | | |
|--------------|-------|
| a. 2022-2023 | 1.85% |
| b. 2023-2024 | 1.85% |
| c. 2024-2025 | 1.85% |

Effective July 1, 2018, a new salary schedule will be put in place and any bargaining unit member hired to start work with the SW BOCES on July 1, 2018 or thereafter shall be placed on that salary schedule as set forth in Appendix B.

B. Teachers' Longevity

1. Effective September 1, 2018, teachers shall be granted a longevity each year upon completion of the 18th, 19th, 25th and 29th years of their actual service with the Board as provided below. For teachers employed by the Board on or before April 12, 1971, the phrase "actual service with the Board" shall be interpreted to include years of teaching experience for which the teacher was given salary schedule credit when he or she commenced service with the Board.

Upon completion of 18 th year	\$1,300 total
Upon completion of 19 th year	\$3,850 total
Upon completion of 25 th year	\$5,750 total
Upon completion of 29 th year	\$7,300 total

C. Differentials

1. The stipend of a team leader shall be in accordance with the following schedule:
\$5,356

Where there is a site in which a team leader is assigned, the team leader will be responsible for paperwork related to teacher class coverage and to transmit this paperwork to his/her direct supervisor. The duties for team leader shall include the following:

- a. Primary contact person at the site.
- b. Report daily attendance of staff and address staff coverage issues.
- c. Disseminate information to staff.
- d. Primary contact person for site safety issues.

- e. Liaison between staff and administration, which may include local district personnel.
- f. Help with ordering supplies and materials.
- g. Facilitates BOCES business procedures on site (travel, expense reimbursement, conference requests).
- h. Acclimate new employees to new locations.

And any other duty as assigned by the site Supervisor as appropriate.

D. Before and After School Intervention Services (BASIS)

1. This applies solely to work performed outside the workday for members of the Teachers (and Clinicians) and Teacher Assistants Bargaining Unit.
2. Hourly Rate: The hourly rate to be paid to individuals serving in the aforementioned titles for work performed outside the workday (and job description) shall be as follows:
 - a. Teaching Assistants – Teaching Assistants will be paid \$35.00 per hour at straight time for all work performed after the thirty-fifth (35th) hour in a given week up to and including the fortieth (40th) hour in a given workweek. For all hours worked in excess of forty (40) in a given workweek, the hourly rate shall be one and a half (1 ½) times the hourly rate of \$35.00. The \$35.00 rate will be increased to \$40.00 effective January 1, 2018.
 - b. Teachers (and Clinicians) – Members of the Teachers Bargaining Unit other than Teaching Assistants and Aides will be paid for hours in excess of the regular workweek at the hourly rate of \$75.00. The \$75.00 rate will be increased to \$80.00 effective January 1, 2018.
 - c. No employee shall work outside of the workday in an intervention program if they are absent any part of the day from that assignment, due to illness or personal reasons on that particular day. Work will be permitted on Saturdays, Sundays and holidays, and any other time that BOCES is not in session, as per the required hourly rate.
 - d. For all Teaching Assistants, any legal holiday or scheduled school closing that is worked shall be paid at one and a half (1 ½) times the regular rate.
 - e. This Agreement is subject to the BOCES policy for mileage reimbursement as well as the BOCES Fair Labor Standards Act policy and procedures for applicable job titles.
 - f. SWBOCES will compensate all teachers and teaching assistants a minimum of one (1) hour for each assignment regardless of the actual amount of time. After the initial hour, the BASIS staff will be paid based on actual time worked.
3. A six-member committee shall be formed to act as a steering committee to screen the candidates for providing Intervention Services. Three members will be appointed by the BOCES Teachers Association (BTA) and three members will be appointed by the Deputy Superintendent. The steering committee shall review all applicants for the positions posted and make recommendations as to who may be selected for the positions. The BOCES shall have the final decision making authority on the selection of all candidates.
4. It is understood and agreed that the BOCES may post positions that shall be filled by the BOCES which may be subject to variable hours separate and apart from those set forth in the applicable collective bargaining agreement. In those cases, the hours will be mutually agreeable between the employee and the appropriate supervisor depending upon the needs of the students. If an

employee works a flexible schedule he or she will be paid the appropriate rate for all hours worked in excess of the thirty-five (35) hour workweek.

5. The BOCES reserves the sole and exclusive right to select staff that will provide these services. It is understood and agreed that the final determination as to who will participate in these programs rests entirely with the BOCES. It is also understood and agreed that the members of the bargaining units referenced above will be given preference for assignments. However, the final selection as to who will participate will be subject to the BOCES determination as to who is best suited to serve the interest of the students in question, whether from within or outside the bargaining units. Selection of staff and their assignments for these programs are not subject to any form of the grievance procedure in the applicable contracts.
6. All employees who provide these services in a given workweek, will be required to account for all hours worked that week, all mileage reimbursement for travel in the same time period, and any other required documents for the work performed using BOCES established forms, practices and procedures.

E. Courses for Salary Credit

1. College or university courses may be taken by teachers for salary credit if approved in advance by the Superintendent. As of 1/1/01, salary credit will be granted for approved courses in School Administration.
2. Effective September 1, 2009, graduate internet courses may be taken for salary credit subject to the approval of the Director of Human Resources. Such approval shall not be unreasonably denied.
3. Inservice courses and online courses may be taken by teachers for salary credit if approved in advance by the Superintendent subject to the following: Approved inservice courses shall not exceed four (4) credits for each ten (10) credit lane or six (6) credits for each fifteen (15) credit lane of the courses required for each horizontal move from column to the next higher column. Inservice courses shall be approved for salary credit on the same basis and under the same conditions as college courses. Courses are not eligible for both credit and reimbursement.
4. Requests for salary increases for each 10 point block, where applicable, and 15 point block as provided for on the salary schedule must be made in writing to the Director of Human Resources by the teacher who expects to take courses for salary credit no later than April 1st of the year preceding the school year for which he or she is requesting the salary increase. Failure to request shall result in the teacher being ineligible for the salary increase.
5. Salary increases for approved credits earned as provided above shall be made after official transcripts for credit earned are received by the Director of Human Resources. A teacher shall not be eligible for salary credit unless an official transcript is received.
6. Effective starting in the 2017-2018 school year, movement across lanes shall be limited to one lane every two years regardless of the number of credits the unit member has accumulated.

F. Reimbursement for Inservice Courses

Teachers shall be reimbursed for taking non-college inservice courses in accordance with the following requirements.

1. The inservice course may be a Board funded course, developed and approved by the administration. It normally will be initiated by the Program Director who will forward the course outline to the Director of Human Resources for inclusion as an inservice offering to teachers.

2. The inservice course may be a Board sponsored course, that is, a course other than one funded by the Board. The teacher desiring to take a course shall submit the course outline or course description to his or her Program Director at least 2 weeks before the start of the course for approval. At the conclusion of the course, the teacher shall submit proof of satisfactory completion to the Director of Human Resources.
3. To be eligible for reimbursement, the teacher may not have more than 1 cut per 15 hours, and must have completed all required assignments.
4. Except as provided above, reimbursement shall be in the amount of \$65 per unit for successfully completed courses. One unit shall represent 15 hours of class time; 2 units shall represent 30 hours of class time. Teachers may take inservice courses for reimbursement to a maximum of 4 units per school year. Payment to the teacher shall be made in a separate check at the end of the school year.

G. Summer Employment

1. Effective July 1, 2022, teachers employed by the Board for a full six (6) hours for summer school during July and/or August shall be paid at a rate of 1/270th of his or her previous year's base salary, up to a maximum of four hundred and five dollars (\$405.00) per day. For each year of this agreement, the maximum compensation for summer school work will increase by \$5.00 per day.
2. Effective July 1, 2022, teaching assistants employed by the Board for a full six (6) hours for summer school during July and/or August shall be paid at a rate of 1/270th of his or her previous year's base salary, up to a maximum of one hundred and ninety dollars (\$190.00) per day. For each year of this agreement, the maximum compensation for summer school work will increase by \$5.00 per day.
3. Unit members will be given the right of first refusal for summer school position(s) for a title they hold during the school year, provided that during the school year in which the summer school appointment is made, the unit member:
 - Has used no more than twelve (12) sick days
 - Has not used any unpaid (payroll dock) days
 - Has not been subject to disciplinary action, nor received more than two (2) counseling memoranda.
4. The parties agree that if a bargaining unit member is absent from a summer school assignment more than three (3) days without evidence of a legitimate need for the day off (e.g., a doctor's note), the unit member will not be eligible for a summer school assignment the subsequent summer.
5. The parties agree that in the event that there are more eligible applicants than summer school positions, seniority will apply.
6. Unit members employed for a full 7 hour day by the Board for summer work other than summer school during July and/or August shall be paid at the daily rate of 1/230th of the prior year's base salary.

H. Physical Therapists

The parties agree that a Doctor of Physical Therapy Post-Professional Degree shall be defined as the course of study which is completed after obtaining the credentials required for attaining licensure as a certified physical therapist in the State of New York. The coursework necessary for a Doctor of

Physical Therapy Post-Professional Degree typically requires thirty (30) to thirty six (36) credits. A Doctor of Physical Therapy Post-Professional Degree shall be placed on the MA+30 salary column.

The parties agree that a Doctor of Physical Therapy Pre-Professional Degree shall be defined as the course of study which is completed during the coursework required to graduate as a physical therapist from an institution accredited by the Commission on Accreditation in Physical Therapy Education. The necessary coursework for a Doctor of Physical Therapy Pre-Professional Degree is an integral part of the physical therapy program and typically requires ninety (90) to one hundred and ten (110) credits. A Doctor of Physical Therapy Pre-Professional Degree shall be placed on the DR salary column.

The parties agree that a bargaining unit member's movement on the Physical Therapist Salary Guide shall occur as follows:

1. Movement on the Physical Therapist Salary Guide shall be vertical for years of experience ("Steps") except for a bargaining unit member who is moving from BA-Step 13 to another salary column based upon earning a greater degree. A bargaining unit member moving from BA-Step 13 to another salary column based upon earning a greater degree does not regain Steps "lost" while on BA-Step 13.
2. Movement on the Physical Therapist Salary Guide shall be horizontal when greater degrees are obtained.
3. A Masters Degree in Physical Therapy, or a closely related field as determined by the District Superintendent or his/her designee, shall qualify for placement on the MA or BA+60 salary column.

I. Teaching Assistants

1. Teaching Assistant Salary Schedule.

The salary increases for the 2022-2023 through 2024-2025 school years reflected on the salary schedules set forth as Appendix C and D. The salary increases for each year are as follows:

- | | | |
|----|-----------|-------|
| a. | 2022-2023 | 1.85% |
| b. | 2023-2024 | 1.85% |
| c. | 2024-2025 | 1.85% |

Effective July 1, 2018, a new salary schedule will be put in place and any Teaching Assistant hired to start work with the SW BOCES on July 1, 2018 or thereafter shall be placed on that salary schedule as set forth in Appendix D.

2. Longevity

Teaching assistants shall be granted a longevity based on the following schedule:

- i. Beginning in the 8th year of their actual service with the Board: \$2,000 total
- ii. Beginning in the 16th year of their actual service with the Board: \$2,375 total
- iii. Beginning in the 20th year of their actual service with the Board: \$2,750 total
- iv. Beginning in the 25th year of their actual service with the Board: \$3,500 total

3. Teaching Assistant Coverage

A teaching assistant shall be paid an additional \$85 per day if he or she substitutes for an absent teacher.

4. Teaching Assistant Certification

Teaching Assistant members of the bargaining unit who, on or after July 1, 2022, are issued a Level 2 or Level 3 Certificate (while employed by the BOCES) shall receive a one-time only payment of \$1,000 upon receiving a Teaching Assistant Level 2 Certificate and shall receive a one-time payment of \$1,000 upon receiving a Teaching Assistant Level 3 Certificate. If a teaching assistant member moves from Level 1 directly to Level 3 while employed by the BOCES, they shall be eligible for a one-time payment of \$2,000. These payments shall be made within one month of the date the member provided evidence of their certification.

J. Physical and Occupational Therapists' Salary

Physical and Occupational therapists will be placed on the teachers' salary schedule and also be subject to the teacher provision on career increments (Article XVIII B). If BOCES cannot find therapists to provide the needed services, the Association will allow BOCES to subcontract or utilize part-time therapists. Subcontracting is not the preference of BOCES.

K. Mileage Reimbursement

Teachers shall be reimbursed for authorized travel at the prevailing IRS rate per mile when they use their own vehicle. A claim for reimbursement shall be submitted at the end of every two months on a form to be provided by the Business Office.

L. Overnight Chaperone

Unit members who act as chaperones on school sanctioned trips shall receive \$35.00 per hour for a maximum of four (4) hours per day. This weekday rate includes hours before and after the contractual school day. Chaperones working weekend days and BOCES designated holidays shall receive \$35.00 per hour for a maximum of seven (7) hours per day. If the trip is overnight, the chaperone shall receive an additional \$100.00 for each overnight. Weekend pay rates start at 8:00 a.m. daily.

M. Response Team Stipend

- a. BTA Members who serve on the Response Team shall receive an annual stipend of \$1,375.00. Response team members who serve as certified trainers shall receive an annual stipend of \$2,000.00. Stipends shall be paid within three (3) weeks following the last day of school.
- b. Members who work the Extended School Year ("ESY") and serve on the Response Team shall be paid an additional \$275.00 ESY stipend. The stipend shall be paid by August 31st of the applicable year that the member worked the ESY.
- c. Payment of the Response Team stipend is dependent on completing a full school year of service from September 1st to June 30th and is separate and apart from the ESY. If a new cohort is certified by February 1st of any given year, members shall receive one half of the aforementioned stipend. Stipends shall be paid within three (3) weeks following the last day of school.
- d. Effective September 1, 2019, members shall be appointed on a yearly basis. A posting shall be sent to all bargaining unit members in accordance with Article IX.A, Job Description. BOCES shall have the final decision making authority on the selection of all candidates.
- e. Participation on the Response Team is voluntary and members may opt-out at any time.

ARTICLE XIX - PAYROLL OPTIONS, PAYROLL CALENDARS AND DEDUCTIONS

A. Payroll Options

1. BOCES is on a bi-monthly payroll schedule. Teachers will normally receive 20 paychecks from September to June. A teacher has the option to receive the equivalent of 24 paychecks between September and June, providing the teacher files a written notice to that effect with the Business Office. This notice must be filed two weeks prior to the teacher's first payroll in his/her first year of employment. Teachers shall choose a payroll option in their second year of employment and, thereafter, no later than the end of the prior school year.
2. Direct deposit option will be made available for members of the bargaining unit with banks affiliated with the Automated Clearing House. Payroll direct deposit payments will occur two times per month. Payroll compensation payments via direct deposit on the banking business day of or before the 15th of each month and the last banking business day of each month. If the payday falls on a weekend or banking holiday, direct deposit payment will be made on the last banking business day prior to the weekend or holiday. Unit members receiving actual payroll checks will have their checks mailed via US mail to their address on file at central administration at least one day prior to the published pay day calendar.

B. Payroll Calendar

The annual payroll calendar will be available on the SW BOCES website no later than July 1st of each year.

C. Payroll Deductions

The Board shall make payroll deductions at the request of a member of the unit in writing for the following purposes:

1. Retirement Savings Accounts- Deductions for retirement savings accounts may be made for programs approved by the BOCES Third Party Administrator. Once approved, new annuity programs can begin any time throughout the year.
2. Credit Union - Deductions may be made for any member of the unit and payment made to the Port Chester Teachers Federal Credit Union.
3. NYSUT Benefit Program - Effective July 1, 1994 members of the bargaining unit may make payroll deductions for the NYSUT Benefit Trust Program.
4. Vote Cope – Effective March 1, 2001 unit members may designate deductions to be transmitted to Vote Cope.

ARTICLE XX - INSURANCES

A. Medical Plan

1. Eligibility

The Board will provide individual and family medical coverage through the NYSHIP Empire Plan medical program or an HMO for members of the bargaining unit as provided hereafter, except that members hired after December 3, 1984 shall not be eligible for this benefit unless they work at least half time.

2. Premium Contribution

- a. Teaching Assistant members of the bargaining unit who earn less than \$35,000 annually (September to June) shall continue to pay \$400.00 towards the annual premium.
- b. All eligible active teachers of the bargaining unit will contribute annually towards health insurance as follows:
 - July 1, 2022 to June 30, 2023 – 15.0% of the individual or family premium of the NYSHIP Empire Plan.
 - July 1, 2023 to June 30, 2024 – 15.25% of the individual or family premium of the NYSHIP Empire Plan.
 - July 1, 2024 to June 30, 2025 – 15.75% of the individual or family premium of the NYSHIP Empire Plan.
- c. All eligible active teaching assistants of the bargaining unit will contribute annually towards health insurance as follows:
 - July 1, 2022 to June 30, 2023 – 15.0% of the individual or family premium of the NYSHIP Empire Plan.
 - July 1, 2023 to June 30, 2024 – 15.0% of the individual or family premium of the NYSHIP Empire Plan.
 - July 1, 2024 to June 30, 2025 – 15.0% of the individual or family premium of the NYSHIP Empire Plan.

3. Retiree Medical Coverage

A. Premiums

Until June 30, 2018, the Board pays premiums for medical coverage for eligible retirees at the following rates:

1. 50% for individual coverage and 35% for family coverage for unit members retiring with at least five years but less than 10 years of service with Southern Westchester BOCES.
2. 65% (individual or family coverage) for unit members retiring with 10 years but less than 15 years of service with Southern Westchester BOCES.
3. 75% (individual or family coverage) for unit members retiring with 15 years but less than 20 years of service with Southern Westchester BOCES.
4. 100% (individual or family coverage) for unit members retiring with 20 or more years of service with Southern Westchester BOCES.

Effective July 1, 2018 the Board will pay premiums for medical coverage for eligible retirees at the following rates:

1. 50% (individual or family coverage) for unit members retiring with at least 10 years but less than 15 years of continuous* service with Southern Westchester BOCES.

2. 75% (individual or family coverage) for unit members retiring with at least 15 years but less than 20 years of continuous*service with Southern Westchester BOCES.
3. 95% (individual or family coverage) for unit members retiring with at least 20 years but less than 25 years of continuous* service with Southern Westchester BOCES.
4. 100% (individual or family coverage) for unit members retiring with at least 25 years of continuous* service with Southern Westchester BOCES.

Effective July 1, 2019 the Board will pay premiums for medical coverage for eligible retirees at the following rates:

1. 50% (individual or family coverage) for unit members retiring with at least 10 years but less than 15 years of continuous* service with Southern Westchester BOCES.
2. 75% (individual or family coverage) for unit members retiring with at least 15 years but less than 20 years of continuous*service with Southern Westchester BOCES.
3. 89% (individual or family coverage) for unit members retiring with at least 20 years but less than 25 years of continuous* service with Southern Westchester BOCES.
4. 90% (individual or family coverage) for unit members retiring with at least 25 years of continuous* service with Southern Westchester BOCES.

*The continuous service requirement shall apply only to service rendered after the date this MOA is signed (November 15, 2017) by the parties, implementing a successor agreement to the expired July 1, 2007 through June 30, 2014 collective bargaining agreement between the parties. Contractual, statutory and other leave approved by the BOCES, as well as time missed due to layoff and recall, shall not be considered an interruption of continuous service.

B. Medicare Part B Reimbursement

Southern Westchester BOCES will reimburse retirees any amount above \$50 per month for the cost of Medicare Part B. Reimbursement will be made once per year.

- C. If a bargaining unit member with less than 15 years of service provides an irrevocable notice 120 calendar days in advance of his/her retirement date, and the unit member retires into the New York State Teachers' Retirement System directly from service with the BOCES, the unit member will be eligible to use the credit provided for sick leave accruals, as provided for in Article XVII(C)(3)(b) towards the retired unit member's contribution towards health insurance in retirement.
- D. If a bargaining unit member with 15 years or more of service provides an irrevocable notice 120 calendar days in advance of his/her retirement date, the unit member will be eligible to use the credit provided for sick leave accruals, as provided for in Article XVII(C)(3)(b) towards the retired unit member's contribution towards health insurance in retirement. It is understood that the unit member must be eligible for retirement to receive such benefit.
- E. For unit members who retire from SW BOCES who are not eligible to use credit for accumulated sick leave towards the contribution towards health insurance in retirement, the unit member may voluntarily donate up to 5 days of accumulated sick days to the Sick Bank upon the date of retirement. It is understood that the SW BOCES donation into the Sick Bank of 1 day for every 2 days donated shall only apply to active members' initial donations.

B. Benefits Trust Fund

The Association will administer a Benefits Trust Fund for the purpose of providing dental coverage, life insurance, disability insurance and other benefits. The Southern Westchester BOCES shall contribute the following per capita amounts as follows:

2022-23	\$1,550
2023-24	\$1,550
2024-25	\$1,750

These amounts shall be paid by BOCES to the Fund according to the following schedule in each year noted above.

July 1
October 1
January 1
March 1

Effective July 1, 2005, the BTA shall provide the District with a certified audit of the plan by December 31st of each year for the prior fiscal year. Effective July 1, 2004, the BTA agrees to provide the BOCES with at least one hundred (100) copies annually of the current schedule of benefits as then in effect by May 1st.

The BOCES shall have no obligation to the BTA, the Benefit Trust and/or members of the bargaining unit other than to transmit payments provided herein. The BTA and the Trust shall hold harmless the BOCES Board, its officers and/or employees with regard to any claims made related to the Benefit Trust and/or benefits provided thereunder so long as the payments are transmitted by the BOCES as provided for herein.

C. Flexible Benefits Plan

The Board provides bargaining unit members with the option to participate in an IRS Section 125 flexible benefits plan to the extent permitted by the tax code. The Association will be advised during the implementation of the Plan.

ARTICLE XXI - WORK YEAR

- A. The work year of all unit members will not exceed 187 days between September 1 and June 30. This will include no less than three Superintendent's Conference Days.
- B. Within the 187 days, unit members assigned to school district facilities will work the district calendar to the extent reasonable.

ARTICLE XXII - GRIEVANCE PROCEDURE

A. Definitions

As used herein, the following terms shall have the following meanings:

- 1. Grievant shall mean any aggrieved member of the unit or group of members of the unit similarly affected or the Association or, in accordance with Section D.5 of this Article, the Board.
- 2. Immediate Supervisor shall mean the administrator to whom the grievant is directly responsible.

3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement, provided however that the term shall not include any matter involving the refusal of the Board to grant tenure or the discontinuance of the services of a probationary teacher or of a physical or occupational therapist except as provided in Article XII.
4. Representative shall mean the person or persons designated by the grievant as his or her counsel to act on his or her behalf.
5. Days shall mean days school is in session.

B. Delineation of Authority

1. For shared teachers the immediate supervisor shall be the appropriate Program Director or his or her designee.
2. For members of the unit in Special Services the immediate supervisor shall be the Director of Special Services.
3. For members of the unit in Career Services the immediate supervisor shall be the Director of Career Services.
4. For members of the unit in Instructional Support Technology the immediate supervisor shall be the Director of Instructional Support Technology.

C. Basic Principles

1. It is the intent of these procedures to provide for an orderly settlement of differences in a fair and equitable manner with reasonable promptness.
2. Every member of the unit shall have the right to present his or her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal.
3. If, in the judgment of the Association, a grievance affects a group or class of members of the unit, the Association may process such a grievance as though it were an individual grievance. In such a case, the Association may process a grievance for all identified persons concerned.
4. A grievant shall have the right to be represented at any stage of the procedures by a representative of his or her own choice.
5. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
6. All hearings shall be confidential.
7. Failure to present a grievance within 20 days after the act giving rise to the grievance or failure to proceed to the next step within the prescribed time limits shall be deemed a waiver of the grievance and the grievance shall abate. If the administration and/or the Board shall fail at any step to comply with the required time limits, the grievant may proceed to the next step.

D. Procedures

1. Initial Stage
 - a. The grievant shall present his or her grievance in writing to his or her immediate supervisor within 20 days after the act giving rise to the grievance. The written statement of grievance

shall be submitted on a mutually agreed upon form.

- b. The immediate supervisor shall discuss the grievance orally and informally with the grievant. The immediate supervisor shall make, on an informal basis, such investigation as he or she deems appropriate.
- c. Within 10 days after receipt of the written statement as provided in D.1.a. above, the immediate supervisor shall render his or her determination in writing to the grievant.

2. Second Stage

- a. If the grievant is not satisfied with the decision made by his or her immediate supervisor, he or she may, within 5 days thereafter, request a review and a determination of the grievance by making a written request to the Superintendent or his designee.
- b. The Superintendent or his designee shall hold a hearing within 8 days of receipt of the request.
- c. The Superintendent or his designee shall make his decision within 8 days after the close of the hearing. Such decision shall be communicated in writing to the grievant.

3. Third Stage

- a. If the grievant is not satisfied with the decision made by the Superintendent, or his designee, he or she may within 5 days of the final determination by the Superintendent or his designee make a written request to the Board for review and determination. All written statements and records of the case shall be submitted to the President of the Board by the Superintendent or his designee.
- b. The Board, or its subcommittee, shall hold a hearing regarding the case within 12 days of receipt of the request for review by the grievant.
- c. The Board, or its subcommittee, shall render a decision within 8 days after its hearing.

4. Fourth Stage

- a. If the Association is not satisfied with the decision made by the Board or its subcommittee, the Association, may, within 10 days after the decision, submit the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, if it is not excluded as a grievance, as the term is defined in Section A.3. of this Article. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- b. 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 violation of the terms of this Agreement.
- c. The decision of the arbitrator shall be final and binding.
- d. The cost of the services of the arbitrator shall be shared equally by the Board and the Association.

Procedure When Board is Grievant

The Board may grieve only when it alleges a violation of the no-strike clause of this Agreement and in that event, stages one, two and three are to be omitted and such grievance shall in the first instance be dealt with in discussion between the Board, or the Superintendent, and the Association. If such discussion does not

result in a mutually satisfactory resolution of the grievance, the Board may, within 10 days after the discussion, submit the grievance to arbitration in accordance with section D.4. of this Article.

ARTICLE XXIII - MENTORING

As of September 1, 2009, in addition to the mentoring required by the regulations of the Commissioner of Education (detailed below), members of the bargaining unit in the following titles shall be provided mentoring if they are new to the following professions: Guidance Counselor, Psychologist, Social Worker, Occupational Therapist, Physical Therapist. Any mentor assigned after December 12, 2017 shall receive an annual stipend of \$2,000. Any mentee hired during the school year will be mentored in the successive school year.

Introduction

The transition of teachers new to the profession from preparation to practice is an important stage in the professional development of beginning practitioners. The implementation of a mentoring program provides personalized and intensive support to new teachers as they are introduced to Southern Westchester BOCES and to the teaching profession. We would expect that the SWBOCES New Teacher Mentoring Program would play a significant role in a beginning teacher's development as a skillful and reflective practitioner and would build his/her self-confidence in the classroom.

A. Goals and Outcomes

The most important goal of the program is to increase the beginning teacher's skills at addressing the needs of his/her students and improving student performance. In addition, we expect the mentoring program to have a positive impact on the new teacher in the following areas:

- Understanding the nature of our students
- Curriculum and instructional repertoire
- Ability to assess individual needs
- Ability to work both independently and collaboratively in a decentralized environment
- Successful first year of employment
- Greater understanding of SWBOCES and its mission
- Retention at SWBOCES

B. Coordination

A six-member committee will be formed to act as a steering committee to implement the mentoring plan. Three members will be appointed by the SWBOCES Teachers' Association (BTA) and three members will be appointed by the District Superintendent. This committee will collaboratively coordinate and monitor the SWBOCES New Teachers Mentoring Program.

The steering committee has the following responsibilities:

- Orient supervisors and appropriate directors to the program
- Develop and oversee the selection process
- Select the pool of mentors
- Set up training for members
- Establish mentor-new teacher pairs and conduct an initial orientation session
- Develop record-keeping forms and procedures with final approval by the Director of Human Resources
- Monitor the mentor-new teacher relationship and make a change in mentor where necessary
- Develop a program evaluation and make adjustments in the program where needed

- Prepare status reports for the District Superintendent and Board of Education when requested.

C. Mentor Selection

The steering committee will recruit, select and train a pool of mentors to be in place for at least three years to serve as mentors if called upon.

Applicants must submit a written application and must meet at least the following criteria:

- Minimum of five years successful experience at SWBOCES
- Superior ability as practitioner (in selecting mentors, the committee will seek the opinion of supervisors)
- Evidence of continued development in the profession
- Familiarity with SWBOCES and the diverse populations it serves
- Ability to work collaboratively
- Willingness to fulfill all roles and responsibilities as described in the mentoring plan

Majority of the members of the steering committee will approve of the mentors selected to participate in the program. The pool of mentors may include varying certification areas and exposure to a wide range of SWBOCES programs.

The steering committee will match mentors from the mentor pool with beginning teachers. The mentor-new teacher pair must remain in the program for the first year of their employment at SWBOCES.

The parties shall make their best efforts to resolve any conflicts they may have. If a conflict cannot be resolved satisfactorily and the mentor is unable to continue in his/her role, then the steering committee will make a change in the pairings.

D. The Role of the Mentor

The prime role of the mentor is facilitating the growth and development of the new teacher. The mentor's role is one of guidance and support. Mentors will not participate in the process of evaluation, nor will information collected in the program be used in that process. The mentor shall not be evaluated as a mentor within the teacher evaluation process based upon his or her performance as a mentor. However, any mentor is subject to and responsible for following BOCES policies and exercising good professional judgement.

Mentors will be responsible for:

- Maintaining confidentiality
- Sharing knowledge, skills and information with the new teacher
- Modeling the highest professional standards
- Opening their classroom to the new teacher to model effective teaching techniques
- Arranging visits for the new teacher to observe other colleagues when appropriate
- Promoting self-reflection and analysis
- Offering non-judgmental listening
- Participating in mentor training activities
- Documenting mentoring activities

E. Mentor Preparation

Training for mentors will be provided by SWBOCES and participation in that training will be a requirement to be a mentor. The training will consist of at least an initial full-day training and 1-2 follow-up sessions. Initial training of the pool of mentors will take place in the fall. Mentors will be required to attend, and members of the steering committee are encouraged to attend.

Meeting dates will be reviewed and approved by the mentor and the participant's supervisor for the purpose of absentee coverage.

The training will include topics such as adult development, peer-coaching techniques, elements of a mentoring-new teacher relationship, observation techniques, safety issues, etc. The Committee will determine the dates and times of the mentor training.

The district committee will hold an initial orientation for mentors and new teachers to explain the program and allow for mentors and new teachers to schedule initial activities and set initial goals for themselves.

F. Types of Mentoring Activities

Each mentor-new teacher relationship will be unique, growing out of the needs of the new teacher and the children for which he/she is responsible. Formal activities may include, but not be limited to, reciprocal classroom visits, demonstration lessons, curriculum planning, assessment and/or sharing of materials, analysis of student data, etc. On a more formal basis, the mentor should also be available to discuss issues that arise in day-to-day practice and help orient the teacher to school culture and SWBOCES in general.

G. Time Allotted for Mentoring

At a minimum, the mentoring activities will be at least 30 hours per year. Each mentor and a new teacher shall share five release days (full) during the school year. These release days must be taken in half or full day increments. The program also expects that there be classroom visits (from the five-day shared allotment); either reciprocal visits between mentor and new teacher or visits to other classrooms or programs arranged by the mentor for the new teacher. BOCES will provide coverage (when notified in advance); when either the mentor or new teacher leaves the classroom for the purpose of this activity they will follow the approval process for coverage.

The mentor will be required to maintain and submit a record of mentor-new teacher activities and the time allotted to such activities. The record will become part of the personnel file of the new teacher, to be used by the new teacher to document one of the requirements for a professional certificate. The format is to be determined by the Human Resources Department and signatures will be required.

H. Compensation for the Mentor

Mentors will receive a stipend of \$2,000 when assigned a mentee, to be paid by June 30th of the applicable school year. This stipend covers all required activities as noted above.

I. Program Evaluation

The steering committee will develop and conduct a yearly evaluation of the SWBOCES New Teacher Mentoring Program by May 1. A summary of the results will be shared with all the participants and the PDP committee. The steering committee will also share the report with the District Superintendent and the Board of Education annually. In the event that a teacher who has participated in the program decides to leave SWBOCES, the steering committee will conduct an exit interview.

ARTICLE XXIV - LABOR/MANAGEMENT COMMITTEE

A Joint Labor/Management Committee is hereby established. The purpose of this committee shall be to discuss and attempt to resolve matters of mutual concern pertaining to employer/employee relations involving members of the bargaining unit.

The Committee shall be comprised of eight members, four to be designated by the Deputy District Superintendent or his/her designee and four to be designated by the Association. The Chairperson of the Committee shall rotate from meeting to meeting between a Deputy District Superintendent designee and an Association designee.

The Committee shall meet at least four (4) times during the school year and may meet in addition thereto to the extent that such additional meetings are desired. The tentative agenda for each meeting shall be mutually agreed upon in advance of the meeting, to the extent possible.

ARTICLE XXV - MISCELLANEOUS

Effective for the 2017-2018 school year and thereafter, the SW BOCES will provide certificates of service upon each unit member's retirement.

This Agreement shall constitute the sole and binding Agreement between the parties and shall not be altered, added to, deleted from or modified except through the voluntary mutual consent of both parties by written and signed amendment to this Agreement. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement and agrees that negotiations shall not be reopened on any item, whether contained in this Agreement or not, for the life of this Agreement unless the Public Employment Relations Board finds that the Board has acted in violation of the Taylor Law and directs the Board to negotiate.

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

Except as specifically and expressly modified by the terms of this Agreement, the Board retains the sole and exclusive right to manage, direct and supervise the affairs of BOCES.

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

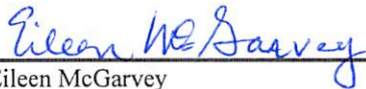
This Agreement shall be effective as of July 1, 2022, except as otherwise provided herein, and shall remain in full force and effect until June 30, 2025.

If the Association or the Board wishes to submit proposals for a successor agreement it shall do so no later than February 15, 2025.

Dated: October 19, 2022

BOCES TEACHERS ASSOCIATION

By:



Eileen McGarvey
President

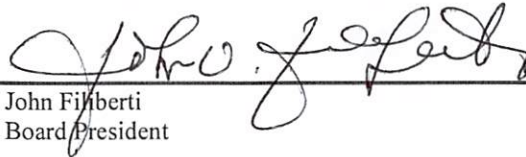
By:



Mairead Schuelein
Executive Vice President

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES, SOLE SUPERVISORY
DISTRICT, WESTCHESTER COUNTY

By:



John Filiberti
Board President

By:



Harold Coles, Psy.D.
District Superintendent

Ratified by the BTA membership and Board on July 6, 2022

THIS PAGE INTENTIONALLY LEFT BLANK

Appendix A Teachers' Salary Schedule 2022-2023

Sp Ed	BA	BA+15	BA+30	MA/BA+60		MA+15		MA+30	MA+45	MA+60	DR
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits		Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert
1	63,221	66,045	68,879	72,574	74,640	75,673	76,705	78,778	82,691	86,584	90,257
2	66,165	69,035	71,906	76,063	78,192	79,258	80,319	82,430	86,358	90,252	93,839
3	69,104	72,022	74,928	79,564	81,733	82,825	83,915	86,097	90,009	93,920	97,421
4	72,041	75,008	77,970	83,055	85,286	86,404	87,519	89,751	93,678	97,584	100,998
5	74,999	77,988	80,984	86,558	88,841	89,985	91,126	93,410	97,335	103,072	104,578
6	77,936	80,961	84,001	90,188	92,466	93,601	94,737	97,008	101,107	105,203	108,499
7	80,868	83,948	87,005	93,848	96,097	97,229	98,359	100,614	104,881	109,153	112,420
8	83,814	86,922	90,028	97,490	99,732	100,854	101,980	104,217	108,663	113,133	116,343
9	86,769	89,890	93,039	101,140	103,372	104,482	105,590	107,820	112,440	117,054	120,257
10	89,704	92,870	96,031	104,782	106,991	108,101	109,212	111,419	116,217	121,026	124,180
11	93,118	96,076	99,021	108,655	111,013	112,197	113,382	115,734	120,412	125,065	128,450
12	96,538	99,275	102,012	112,543	115,061	116,305	117,550	120,051	124,590	129,142	132,709
12A	100,258	102,940	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	103,977	106,603	105,002	116,418	119,069	120,390	121,719	124,371	128,760	133,161	136,981
14			107,988	120,306	123,090	124,487	125,886	128,673	132,942	137,209	141,241
14A			111,703	124,728	127,659	129,123	130,582	133,509	137,791	142,073	146,302
15			115,419	129,171	132,228	133,757	135,278	138,343	142,639	146,937	151,361

Appendix A Teachers' Salary Schedule 2023-2024

Sp Ed	BA	BA+15	BA+30	MA/BA+60		MA+15		MA+30	MA+45	MA+60	DR
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits		Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert
1	64,391	67,267	70,153	73,917	76,021	77,073	78,124	80,235	84,221	88,186	91,927
2	67,389	70,312	73,236	77,470	79,639	80,724	81,805	83,955	87,956	91,922	95,575
3	70,382	73,354	76,314	81,036	83,245	84,357	85,467	87,690	91,674	95,658	99,223
4	73,374	76,396	79,412	84,592	86,864	88,002	89,138	91,411	95,411	99,389	102,866
5	76,386	79,431	82,482	88,159	90,485	91,650	92,812	95,138	99,136	104,979	106,513
6	79,378	82,459	85,555	91,856	94,177	95,333	96,490	98,803	102,977	107,149	110,506
7	82,364	85,501	88,615	95,584	97,875	99,028	100,179	102,475	106,821	111,172	114,500
8	85,365	88,530	91,694	99,294	101,577	102,720	103,867	106,145	110,673	115,226	118,495
9	88,374	91,553	94,760	103,011	105,284	106,415	107,543	109,815	114,520	119,219	122,482
10	91,364	94,588	97,808	106,720	108,970	110,101	111,232	113,480	118,367	123,265	126,477
11	94,841	97,853	100,853	110,665	113,067	114,273	115,480	117,875	122,640	127,379	130,826
12	98,324	101,112	103,899	114,625	117,190	118,457	119,725	122,272	126,895	131,531	135,164
12A	102,113	104,844	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	105,901	108,575	106,945	118,572	121,272	122,617	123,971	126,672	131,142	135,624	139,515
14			109,986	122,532	125,367	126,790	128,215	131,053	135,401	139,747	143,854
14A			113,770	127,035	130,021	131,512	132,998	135,979	140,340	144,701	149,009
15			117,554	131,561	134,674	136,232	137,781	140,902	145,278	149,655	154,161

Appendix A Teachers' Salary Schedule 2024-2025

Sp Ed	BA	BA+15	BA+30	MA/BA+60		MA+15		MA+30	MA+45	MA+60	DR
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits		Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert
1	65,582	68,511	71,451	75,284	77,427	78,499	79,569	81,719	85,779	89,817	93,628
2	68,636	71,613	74,591	78,903	81,112	82,217	83,318	85,508	89,583	93,623	97,343
3	71,684	74,711	77,726	82,535	84,785	85,918	87,048	89,312	93,370	97,428	101,059
4	74,731	77,809	80,881	86,157	88,471	89,630	90,787	93,102	97,176	101,228	104,769
5	77,799	80,900	84,008	89,790	92,159	93,346	94,529	96,898	100,970	106,921	108,483
6	80,846	83,984	87,138	93,555	95,919	97,097	98,275	100,631	104,882	109,131	112,550
7	83,888	87,083	90,254	97,352	99,686	100,860	102,032	104,371	108,797	113,229	116,618
8	86,944	90,168	93,390	101,131	103,456	104,620	105,789	108,109	112,720	117,358	120,687
9	90,009	93,247	96,513	104,917	107,232	108,384	109,533	111,847	116,639	121,425	124,748
10	93,054	96,338	99,617	108,694	110,986	112,138	113,290	115,579	120,557	125,545	128,817
11	96,596	99,663	102,719	112,712	115,159	116,387	117,616	120,056	124,909	129,736	133,246
12	100,143	102,983	105,821	116,746	119,358	120,648	121,940	124,534	129,243	133,964	137,665
12A	104,002	106,784	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	107,860	110,584	108,923	120,766	123,516	124,885	126,264	129,015	133,568	138,133	142,096
14			112,021	124,799	127,686	129,136	130,587	133,477	137,906	142,332	146,515
14A			115,875	129,385	132,426	133,945	135,458	138,495	142,936	147,378	151,766
15			119,729	133,995	137,165	138,752	140,330	143,509	147,966	152,424	157,013

Appendix B New Teachers' Salary Schedule 2022-2023 (Teachers' Hired after July 1, 2018)

Sp Ed	BA	BA+15	BA+30	MA/BA+60		MA+15		MA+30	MA+45	MA+60	DR
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits		Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert
1	61,215	63,951	66,693	70,273	72,272	73,271	74,273	76,279	80,069	83,838	87,394
2	62,746	65,549	68,360	72,029	74,079	75,105	76,129	78,187	82,069	85,933	89,580
3	64,315	67,188	70,070	73,829	75,931	76,981	78,031	80,142	84,122	88,082	91,818
4	65,923	68,867	71,822	75,675	77,829	78,906	79,983	82,145	86,225	90,284	94,114
5	67,571	70,590	73,617	77,566	79,775	80,879	81,983	84,199	88,379	92,541	96,467
6	69,261	72,355	75,458	79,507	81,769	82,900	84,032	86,303	90,589	94,854	98,880
7	70,992	74,163	77,343	81,493	83,813	84,973	86,133	88,461	92,853	97,227	101,351
8	72,766	76,017	79,276	83,531	85,909	87,098	88,286	90,672	95,176	99,658	103,883
9	74,585	77,919	81,259	85,619	88,057	89,274	90,493	92,940	97,555	102,148	106,481
10	76,450	79,866	83,291	87,760	90,258	91,507	92,755	95,263	99,994	104,702	109,143
11	78,361	81,862	85,373	89,953	92,514	93,794	95,074	97,644	102,493	107,319	111,872
12	80,319	83,910	87,508	92,202	94,827	96,139	97,452	100,085	105,056	110,003	114,668
13	82,329	86,008	89,695	94,507	97,197	98,543	99,887	102,588	107,681	112,753	117,534
14	84,386	88,157	91,937	96,871	99,628	101,006	102,385	105,152	110,375	115,572	120,474
15	86,496	90,361	94,235	99,292	102,118	103,531	104,945	107,781	113,133	118,460	123,485
16	88,658	92,620	96,592	101,775	104,671	106,120	107,568	110,475	115,963	121,423	126,573
17	90,875	94,935	99,007	104,318	107,288	108,772	110,257	113,237	118,861	124,458	129,737
18	93,147	97,309	101,482	106,927	109,970	111,493	113,014	116,068	121,833	127,570	132,981
19	95,476	99,741	104,018	109,599	112,719	114,279	115,839	118,969	124,878	130,758	136,305
20	97,863	102,233	106,619	112,340	115,537	117,137	118,734	121,943	128,000	134,028	139,712
21	100,308	104,790	109,285	115,148	118,426	120,064	121,703	124,993	131,201	137,378	143,206
22	102,817	107,410	112,016	118,027	121,385	123,066	124,745	128,117	134,479	140,812	146,785
23	105,388	110,095	114,817	120,977	124,420	126,142	127,864	131,320	137,842	144,332	150,455
24	108,022	112,847	117,687	124,002	127,531	129,296	131,062	134,603	141,289	147,942	154,217
25	110,723	115,670	120,629	127,102	130,720	132,529	134,337	137,969	144,820	151,640	158,073

Appendix B New Teachers' Salary Schedule 2023-2024 (Teachers' Hired after July 1, 2018)

Sp Ed	BA	BA+15	BA+30	MA/BA+60		MA+15		MA+30	MA+45	MA+60	DR
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits		Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert
1	62,347	65,134	67,927	71,573	73,609	74,627	75,647	77,690	81,550	85,389	89,011
2	63,907	66,762	69,625	73,362	75,449	76,494	77,537	79,633	83,587	87,523	91,237
3	65,505	68,431	71,366	75,195	77,336	78,405	79,475	81,625	85,678	89,712	93,517
4	67,143	70,141	73,151	77,075	79,269	80,366	81,463	83,665	87,820	91,954	95,855
5	68,821	71,896	74,979	79,001	81,251	82,375	83,500	85,757	90,014	94,253	98,252
6	70,542	73,694	76,854	80,978	83,282	84,434	85,587	87,900	92,265	96,609	100,709
7	72,305	75,535	78,774	83,001	85,364	86,545	87,726	90,098	94,571	99,026	103,226
8	74,112	77,423	80,743	85,076	87,498	88,709	89,919	92,349	96,937	101,502	105,805
9	75,965	79,361	82,762	87,203	89,686	90,926	92,167	94,659	99,360	104,038	108,451
10	77,864	81,344	84,832	89,384	91,928	93,200	94,471	97,025	101,844	106,639	111,162
11	79,811	83,376	86,952	91,617	94,226	95,529	96,833	99,450	104,389	109,304	113,942
12	81,805	85,462	89,127	93,908	96,581	97,918	99,255	101,937	107,000	112,038	116,789
13	83,852	87,599	91,354	96,255	98,995	100,366	101,735	104,486	109,673	114,839	119,708
14	85,947	89,788	93,638	98,663	101,471	102,875	104,279	107,097	112,417	117,710	122,703
15	88,096	92,033	95,978	101,129	104,007	105,446	106,886	109,775	115,226	120,652	125,769
16	90,298	94,333	98,379	103,658	106,607	108,083	109,558	112,519	118,108	123,669	128,915
17	92,556	96,691	100,839	106,248	109,273	110,784	112,297	115,332	121,060	126,760	132,137
18	94,870	99,109	103,359	108,905	112,004	113,556	115,105	118,215	124,087	129,930	135,441
19	97,242	101,586	105,942	111,627	114,804	116,393	117,982	121,170	127,188	133,177	138,827
20	99,673	104,124	108,591	114,418	117,674	119,304	120,931	124,199	130,368	136,508	142,297
21	102,164	106,729	111,307	117,278	120,617	122,285	123,955	127,305	133,628	139,919	145,855
22	104,719	109,397	114,088	120,210	123,631	125,343	127,053	130,487	136,967	143,417	149,501
23	107,338	112,132	116,941	123,215	126,722	128,476	130,229	133,749	140,392	147,002	153,238
24	110,020	114,935	119,864	126,296	129,890	131,688	133,487	137,093	143,903	150,679	157,070
25	112,771	117,810	122,861	129,453	133,138	134,981	136,822	140,521	147,499	154,445	160,997

Appendix B New Teachers' Salary Schedule 2024-2025 (Teachers' Hired after July 1, 2018)

Sp Ed	BA	BA+15	BA+30	MA/BA+60		MA+15		MA+30	MA+45	MA+60	DR
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits		Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert
1	63,500	66,339	69,184	72,897	74,971	76,008	77,046	79,127	83,059	86,969	90,658
2	65,089	67,997	70,913	74,719	76,845	77,909	78,971	81,106	85,133	89,142	92,925
3	66,717	69,697	72,686	76,586	78,767	79,855	80,945	83,135	87,263	91,372	95,247
4	68,385	71,439	74,504	78,501	80,735	81,853	82,970	85,213	89,445	93,655	97,628
5	70,094	73,226	76,366	80,463	82,754	83,899	85,045	87,344	91,679	95,997	100,070
6	71,847	75,057	78,276	82,476	84,823	85,996	87,170	89,526	93,972	98,396	102,572
7	73,643	76,932	80,231	84,537	86,943	88,146	89,349	91,765	96,321	100,858	105,136
8	75,483	78,855	82,237	86,650	89,117	90,350	91,583	94,057	98,730	103,380	107,762
9	77,370	80,829	84,293	88,816	91,345	92,608	93,872	96,410	101,198	105,963	110,457
10	79,304	82,849	86,401	91,038	93,629	94,924	96,219	98,820	103,728	108,612	113,218
11	81,288	84,918	88,561	93,312	95,969	97,296	98,624	101,290	106,320	111,326	116,050
12	83,318	87,043	90,776	95,645	98,368	99,729	101,091	103,823	108,980	114,111	118,950
13	85,403	89,220	93,044	98,036	100,826	102,223	103,617	106,419	111,702	116,964	121,923
14	87,537	91,449	95,370	100,488	103,348	104,778	106,208	109,078	114,497	119,888	124,973
15	89,726	93,736	97,754	103,000	105,931	107,397	108,863	111,806	117,358	122,884	128,096
16	91,969	96,078	100,199	105,576	108,579	110,083	111,585	114,601	120,293	125,957	131,300
17	94,268	98,480	102,705	108,214	111,295	112,834	114,374	117,466	123,300	129,105	134,582
18	96,625	100,943	105,271	110,920	114,076	115,657	117,234	120,402	126,383	132,334	137,947
19	99,041	103,465	107,902	113,692	116,928	118,546	120,165	123,412	129,541	135,641	141,395
20	101,517	106,050	110,600	116,535	119,851	121,511	123,168	126,497	132,780	139,033	144,929
21	104,054	108,703	113,366	119,448	122,848	124,547	126,248	129,660	136,100	142,508	148,553
22	106,656	111,421	116,199	122,434	125,918	127,662	129,403	132,901	139,501	146,070	152,267
23	109,324	114,206	119,104	125,494	129,066	130,853	132,638	136,223	142,989	149,722	156,073
24	112,055	117,061	122,081	128,632	132,293	134,124	135,957	139,629	146,565	153,467	159,976
25	114,857	119,989	125,134	131,848	135,601	137,478	139,353	143,121	150,228	157,302	163,975

Appendix C Teaching Assistants' Salary Schedule

	2022-23	2023-24	2024-25
1	38,265	38,973	39,694
2	39,856	40,593	41,344
3	41,609	42,379	43,163
4	43,098	43,895	44,707
5	44,843	45,673	46,518
6	46,585	47,447	48,325
7	49,675	50,594	51,530
8	49,675	50,594	51,530
9	51,094	52,039	53,002
10	52,985	53,965	54,963

Appendix D New Teaching Assistants' Salary Schedule
(Teaching Assistants Hired after July 1, 2018)

	2022-23	2023-24	2024-25
1	37,051	37,736	38,434
2	37,977	38,680	39,396
3	38,926	39,646	40,379
4	39,899	40,637	41,389
5	40,896	41,653	42,424
6	41,919	42,695	43,485
7	42,967	43,762	44,572
8	44,041	44,856	45,686
9	45,142	45,977	46,828
10	46,270	47,126	47,998
11	47,428	48,305	49,199
12	48,614	49,513	50,429
13	49,829	50,751	51,690
14	51,074	52,019	52,981
15	52,351	53,319	54,305