

MEMORANDUM OF AGREEMENT dated this ____ day of December, 2023, by and between the negotiating representatives of the PEEKSKILL FACULTY ASSOCIATION (hereinafter referred to as the “PFA” or the “Association”) and the negotiating representatives of the BOARD OF EDUCATION OF THE PEEKSKILL CITY SCHOOL DISTRICT (hereinafter referred to as the “District” or the “Board”).

A. The labor agreement between the parties for the period of July 1, 2019 to June 30, 2023, expired on June 30, 2023. The parties herewith agree that said labor agreement shall be modified to the extent set forth herein, as a result of their collective bargaining for a successor labor agreement to the expired labor agreement. Except for changes to the labor agreement expressly set forth herein and changes in the language of the labor agreement made necessary by the following Memorandum of Agreement, the provisions of said labor agreement shall remain unchanged. Italicized text is set forth as precise contract language to be inserted as is set forth in this Memorandum of Agreement into the parties’ formal labor agreement. It is understood that items of agreement set forth as precise contract language in italicized text may require revision of existing contract language in the parties’ formal labor agreement to accommodate the insertion of said italicized text. It is further understood that items of agreement not set forth in italicized text will require the drafting of contract language for insertion into the parties’ formal agreement and may require revision of existing contract language in the parties’ formal labor agreement upon the insertion of the referenced new contract language.

B. **CONTINGENCIES**

1. This Memorandum of Agreement is subject to formal ratification by the Board of Education of the District and the membership of the PFA. Such ratification shall occur on or before sixty (60) days from the execution of this Memorandum of Agreement. If either party fails to ratify or fails to act on or before sixty (60) days from the execution of this Memorandum of Agreement, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this Memorandum of Agreement.
2. The terms of this Memorandum of Agreement memorialize the agreement of the negotiating representatives of the parties for a successor labor agreement; upon full ratification, the terms of this Memorandum of Agreement shall be implemented. In their joint effort to achieve a successor labor agreement, the parties have fully completed negotiations respecting wages and other

conditions of employment, the terms of which are set forth in this Memorandum of Agreement, and which upon full ratification become final and binding.

C. **AGREEMENT**

1. **Duration**

The parties' successor labor agreement shall be for a contract term effective July 1, 2023 through and including June 30, 2026, unless a different commencement date is noted for any provision in this Memorandum of Agreement. The aforesaid successor labor agreement shall be modified throughout to reflect the revised term of this Memorandum of Agreement.

2. **Salaries**

a. **Teacher Salaries.** Article XXII, Section A of the collective bargaining agreement shall be changed as indicated below. Further, the collective bargaining agreement shall be modified throughout to reflect the changes below.

- **First Year (2023-2024):** The teacher salary schedule in effect for the 20232024 school year shall be created by increasing the salary schedule in effect on June 30, 2023 by two percent (2.00%). The parties acknowledge that step increment has been granted to eligible unit members effective July 1, 2023.
- **Second Year (2024-2025):** The teacher salary schedule in effect for the 2024-2025 school year shall be created by increasing the salary schedule in effect on June 30, 2024 by two percent (2.00%). In addition, effective July 1, 2024, step increment shall be granted to all eligible unit members.
- **Third Year (2025-2026):** The teacher salary schedule in effect for the 2025-2026 school year shall be created by increasing the salary schedule in effect on June 30, 2025 by two percent (2.00%). In addition, effective July 1, 2025, step increment shall be granted to all eligible unit members.
- The aforesaid salary increases shall be granted to unit members on July 1st of each of the indicated years.

b. **Teaching Assistant Salaries.** Effective July 1, 2023, the annual percentage increases and step increment set forth above in Section C(2)(a) of this

Memorandum of Agreement shall be applied to the teaching assistant salary schedule. Further, the collective bargaining agreement shall be modified throughout to reflect the foregoing.

- The aforesaid salary increases shall be granted to unit members on July 1st of each of the indicated years.
- c. **Nurse Salaries.** Effective July 1, 2023, the annual percentage increases and step increment set forth above in Section C(2)(a) of this Memorandum of Agreement shall be applied to the nurses salary schedule. Further, the collective bargaining agreement shall be modified throughout to reflect the foregoing.
- The aforesaid salary increases shall be granted to unit members on July 1st of each of the indicated years.

3. **Longevity**

- a. **Teachers.** Effective July 1, 2023, Article XXII, Section B(2) of the collective bargaining agreement shall be changed as indicated below, and eligible unit members shall be granted the applicable service increment indicated below:

~~The service increments are agreed to be cumulative and, therefore, will result in a total service increment payment for unit members at year 21 of \$3,983.32.~~

*A service increment of ~~\$1,991.66~~ **\$2,500.00** will be paid after one year on top step of any salary lane and a minimum of eight (8) years in the District.*

*An additional service increment of ~~\$1,991.66~~ **\$2,500.00** will be paid after twenty (20) years of active service, of which at least fifteen (15) have been in this District.*

The above service increments are cumulative and, therefore, will result in a total service increment payment for unit members at year 21 of \$5,000.00.

- b. **Teaching Assistants.** Effective July 1, 2023, Teaching Assistant Article II, Section C of the collective bargaining agreement shall be changed to add the paragraph below to the end of the section, and eligible unit members shall be granted the applicable longevity payment indicated below:

Effective July 1, 2023, the longevity payment shall be seven hundred dollars (\$700.00) after completion of five (5) years as a teaching assistant in the District, one thousand dollars (\$1,000.00) after completion of ten (10) years as a teaching assistant in the District, and one thousand dollars (\$1,000.00) after completion of fifteen (15) years as a teaching assistant in the District, resulting in a cumulative longevity payment of two thousand seven hundred dollars (\$2,700.00) after completion of fifteen (15) years of service.

4. Security at PFA Meetings

Effective July 1, 2023, Article I, Section A shall be changed as indicated below.

Before the opening of school or after the closing of school on school days, the Association shall have the privilege to use designated areas in school buildings for meetings of those in the negotiating unit provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for school building use shall conform to Board rules and regulations, provided, however, that there shall be no cost to the Association for such meetings. ~~If there is no custodian on the job during the meeting, a professional staff member, who is a member of the Peekskill Faculty Association, must be responsible for the security of the building at no additional cost to the Board.~~

5. Grievance Procedure

Effective July 1, 2023, Article III, Section E shall be changed as indicated below.

Should the matter not be resolved or a decision not rendered in "D" above, the Association shall have twenty (20) working days from the date of the receipt of the Superintendent's or his/her designee's response to submit the grievance to final and binding arbitration.

6. Arbitrator List

Effective July 1, 2023, Article III, Section E(1) shall be deleted in its entirety and replaced by the following.

The parties agree to use an arbitrator from the following list of permanent arbitrators, in rotating order:

1. Jay Siegel
2. Philip Meyer
3. Bonnie Weinstock
4. Melinda Gordon

If the aforesaid list of four (4) arbitrators diminishes to less than three (3) practicing arbitrators, the parties may meet to replenish the list. Alternatively, the parties may submit a written demand for arbitration to the American Arbitration Association. The Association will notify the Superintendent of Schools that it has taken this action.

7. Emailing Notices of Vacancies

Effective July 1, 2023, Article VIII, Sections A and B shall be changed as indicated below.

- A. ~~Such vacancies shall be adequately publicized, which shall mean, as a minimum, that a notice shall be posted in every school clearly setting forth a description of, and the qualifications for the position, including the duties and salary. During summer vacation, notices~~ Notices ~~of vacancies shall be emailed to all staff members who have indicated an interest in being considered for such positions by the end of June. A listing of unfilled vacancies shall be included in the Opening of School Bulletin.~~
- B. ~~Such notices shall be posted~~ emailed ~~as far in advance as possible, which shall mean ten (10) days before the final date when applications must be submitted, but in an emergency situation, not less than seven (7) days before such date.~~

8. Reduction in Force

Effective July 1, 2023, Article X, Section D shall be changed as indicated below.

~~Plans for any tentative reduction in force, based on enrollment must be completed in time to advise affected staff members by June 15th or ten (10) days after the adoption of the Tentative Budget, whichever occurs first.~~ no later than seven (7) days prior to the public hearings on the budget. Final notice of reduction in staff will be made ten (10) days after the adoption by the Board of the Final Budget. no later than six (6) days prior to the annual budget vote. In the event that the budget fails, notice of any further reductions in staff will be made no later than six (6) days prior to the third Tuesday in June. Seniority lists and tenure lists will be updated in the fall and provided to the Union Association by January 1st of each year.

9. Compensation for Short-Term Substitute Positions

Effective July 1, 2023, Article XIII, Sections B.1 and B.2 shall be changed as indicated below.

1. *Regular teachers agreeing to accept a short-term substitute position shall be paid the hourly rate referenced in Article XXII Section G.1 for the first ~~three (3) consecutive weeks (15 actual working days)~~ **fifteen (15) actual working days of that short-term substitute assignment.***
2. *If no one has been identified to take over the substitute position after ~~three (3) consecutive weeks~~ **the fifteen (15) workdays indicated above in Section B(1)**, and in the event a regular teacher agrees to continue in the short-term substitute position, the regular teacher will receive compensation based on one fifth (1/5) of his/her annual salary. Said compensation shall be retroactive to the commencement of the short-term substitute position and shall continue for the duration of the assignment.*

10. Teacher Evaluations

Effective July 1, 2023, Article XIV, Section A shall be changed as indicated below.

*A committee composed of three (3) representatives chosen by the PFA and three (3) representatives chosen by the Superintendent of Schools will be constituted, as needed, for the purpose of reviewing the procedure and the forms to be used for evaluations and observations for the purpose of making recommendations for changes to the Superintendent and the Board of Education. Any recommended changes in the procedure and/or forms shall be **in accordance with statutory APPR requirements and** the subject of collective bargaining.*

11. Coaching Evaluations

Effective July 1, 2023, Article XIV, Section C shall be deleted in its entirety. A new Appendix D entitled "Coaching Evaluations" shall be added to the collective bargaining agreement, a copy of which is attached to this Memorandum of Agreement as Exhibit A.

12. Personnel Files

Effective July 1, 2023, Article XV, Section D shall be changed as indicated below.

*Any written statements by management concerning a specific incident or event involving the performance of a unit member must be filed with the personnel office within ~~thirty (30)~~ **forty-five (45)** working days of the time that management knew or should have known of the incident or event with a dated copy to be sent to the unit member involved. (Documents filed under Article XIV are excluded). Failure to meet the dating requirement will result in exclusion from the Personnel File. All materials for inclusion in the personnel files must be stamped with the date of receipt by the Personnel Office.*

13. Parent Teacher Conferences

Effective July 1, 2023, Article XVI, Section A(3) shall be changed as indicated below.

*Evening Meetings - Teachers may be required to attend ~~two (2)~~ **three (3)** evening meetings per **school** year, not to exceed two (2) hours in length, to confer with parents of children they teach.*

14. Class Manager Assignments

Effective July 1, 2023, Article XVIII shall be changed to add a new Section C as indicated below.

Reasonable effort will be made to equalize the number of students that special education teachers and related service providers are assigned for case management.

15. Sick Leave - Maximum Accrual

- a. Teachers. Effective July 1, 2023, the first paragraph of Article XIX, Section A(1)(d) shall be changed as indicated below. Further, the collective bargaining agreement shall be modified throughout to reflect the foregoing.

*Sick leave shall be allowed with full pay for seventeen (17) days per year and shall be cumulative to a maximum of two hundred (200) days. **Effective July 1, 2023, sick leave shall be cumulative to a maximum of two hundred fifteen (215) days.***

- b. Teaching Assistants. Effective July 1, 2023, the second paragraph of Teaching Assistant Article IV, Section B shall be changed as indicated

below. Further, the collective bargaining agreement shall be modified throughout to reflect the foregoing.

Effective July 1, 2019, sick days may be accumulated up to a maximum of seventy-five (75) days. Effective July 1, 2023, sick days may be accumulated up to a maximum of eighty-five (85) days. Effective July 1, 2024, sick days may be accumulated up to a maximum of one hundred (100) days. Effective July 1, 2025 sick days may be accumulated up to a maximum of one hundred five (105) days.

16. Sick Leave – Personal Illness Definition

- a. Teachers. Effective July 1, 2023, Article XIX, Section A(1)(a) shall be changed as indicated below.

The teacher is absent from work because of a disability caused by sickness or non-compensable accident and the disability is of such a degree that he/she is physically unable to work. Effective July 1, 2023, personal illness shall be defined as follows: the teacher is absent from work because of a healthrelated issue, including, but not limited to, disability caused by sickness, appointments with a medical doctor, physician’s assistant, or a nurse practitioner, or an injury not covered by Workers’ Compensation or disability insurance, where such injury is of such a degree that he/she is physically unable to work.

- b. Teaching Assistants. Effective July 1, 2023, Teaching Assistant Article IV, Section A shall be changed as indicated below.

Members of the bargaining unit shall be allowed up to ten (10) days of sick leave with pay if the member is unable to work due to personal illness. Effective July 1, 2023, members of the bargaining unit shall be allowed up to fourteen (14) days of sick leave with pay if the member is unable to work due to personal illness. Personal illness shall be defined as follows: the teaching assistant is absent from work because of a health-related issue, including, but not limited to, disability caused by sickness, appointments with a medical doctor, physician’s assistant, or a nurse practitioner, or an injury not covered by Workers’ Compensation or disability insurance, where such injury is of such a degree that he/she is physically unable to work.

17. Sick Leave – Personal Catastrophic Illness

- a. Teachers. Effective July 1, 2023, each paragraph of Article XIX, Section A(1)(f) be numbered and changed as indicated below.

1. ~~A Sick Leave Bank shall be created by transferring from each teacher's Sick Leave allowance one (1) day each year~~ Effective July 1, 2023 to June 30, 2026, any teacher whose sick leave account on June 30th of each school year exceeds 215 days shall have all of his/her excess days automatically transferred from the teacher's sick leave account to the Sick Leave Bank. Effective June 30, 2026, this provision shall sunset and be of no further force and effect.
2. When the number of days in the Sick Leave Bank falls below one thousand eight hundred (1,800), the Sick Leave Bank shall be replenished as follows: on September 1st, one (1) sick leave day shall be transferred from each teacher's sick account.
3. *The days so collected shall be in a Bank to be administered by a Sick Leave Committee comprised of two (2) teachers appointed by the President of the Association and two (2) administrators appointed by the Superintendent. The decisions of the Committee shall be by majority vote. Teachers involved in catastrophic, prolonged or disabling illnesses (including illnesses resulting from pregnancy or childbirth, but not including pregnancy itself) who have exhausted their accumulated sick leave, may apply to the Bank for additional sick leave. A teacher may apply for one (1) additional block of days for the same illness. Effective July 1, 2019, a teacher may apply for an additional block of days up to four (4) times for the same catastrophic illness only. Catastrophic illness shall be defined as follows: a unit member's incapacitating illness or injury under the treatment of a physician of at least thirty (30) consecutive calendar days requiring hospitalization, institutionalization, confinement to bed and home, or an illness or injury that has resulted in a unit member's complete inability to perform each and every regular duty.*
4. *There shall be no limit on the number of separate illnesses for which a teacher may apply. A medical certificate of illness by a medical doctor is required. Days contributed to the Bank shall not be counted in the total accumulation of a teacher for purposes of either sick leave or the benefit set forth in Article XXII, B.10. There shall be a ceiling of one thousand eight hundred (1,800) days for each year of the contract. When a member of the Peekskill Association of Educational Secretaries (P.A.E.S.) unit petitions the Sick Leave Bank Committee for sick leave benefits, a member of the P.A.E.S. unit shall be allowed to serve on the committee as a voting member with all rights and privileges as other members. This P.A.E.S. committee member shall replace one (1) PFA voting member under such circumstances. This P.A.E.S. committee alternate member shall be designated to serve in this capacity by the President of the Peekskill Faculty Association.*

- b. Teaching Assistants. Effective July 1, 2023, Teaching Assistant Article IV, Section B shall be changed to add the paragraph below to the end of the section.

Effective July 1, 2023 to June 30, 2026, any teaching assistant whose sick leave account on June 30th of each school year exceeds the maximum accumulation shall have all of his/her excess days automatically transferred from the teaching assistant's sick leave account to the Sick Leave Bank. Effective June 30, 2026, this provision shall sunset and be of no further force and effect.

When the number of days in the Sick Leave Bank falls below one thousand eight hundred (1,800), the Sick Leave Bank shall be replenished as follows: on September 1st, one (1) sick leave day shall be transferred from each teaching assistant's sick account.

18. Sick Leave - Doctor's Notes

Effective July 1, 2023, Article XIX, Section A(1) shall be changed to add a new Subsection (h) as indicated below.

All unit members shall provide written documentation from a medical doctor, physician's assistant, or a nurse practitioner after use of ten (10) consecutive sick leave days.

19. Sick Leave Days - Family Illness Days

Effective July 1, 2023, Article XIX, Section A(1) shall be changed to add a new Subsection (i) as indicated below.

Family Illness Days. Effective July 1, 2023, and each July 1st thereafter occurring during each year of this collective bargaining agreement, teachers are awarded seventeen (17) sick leave days for personal sick leave use. Teaching assistants are awarded fourteen (14) sick leave days for personal sick leave use. However, some or all of the aforesaid annual sick leave days may be used for the purposes of personal illness or family illness to care for an immediate family member during the year the aforesaid days are granted. No teacher or teaching assistant shall use accumulated sick leave days from the member's sick leave account standing to the member's credit on July 1st for family illness purposes. "Immediate family member" shall be defined as a unit member's spouse and/or domestic partner, child, or parent, or other

family member residing in the unit member's home. To utilize a family illness day, unit members must disclose the immediate family member for whom they are providing care.

□ Permissible Uses of Family Illness Days

- Caring for an immediate family member who must remain home due to an illness or injury.
- Accompanying an immediate family member to appointments with a health care provider.

20. Sick Leave Days - Family Member's Catastrophic Illness

Effective July 1, 2023, Article XIX, Section A(1) shall be changed to add a new Subsection (j) as indicated below.

At the discretion of the Superintendent, a unit member who has exhausted his/her family illness days as set forth in Article XIX(A)(1)(i) of this collective bargaining agreement may utilize up to two (2) separate 15-day blocks of sick leave days accrued as of the June 30th of the prior school year to care for an immediate family member who has a catastrophic illness/injury. The Superintendent's decision shall not be grievable nor arbitrable.

"Immediate family member" shall be defined as follows: a unit member's spouse and/or domestic partner, child, or parent, or other family member residing in the unit member's home. To utilize a family illness day, unit members must disclose the immediate family member that they are caring for.

"Catastrophic illness/injury" shall be defined as follows: a family member of a unit member whose incapacitating illness or injury is under the treatment of a physician of at least twenty-one (21) consecutive calendar days requiring hospitalization, institutionalization, or confinement to bed and home.

21. Bereavement Leave

- a. Teachers. Effective July 1, 2023, Article XIX, Section A(3) shall be changed as indicated below.

Death in Family:

Necessary absences occasioned by death in the immediate family shall be allowed with full salary payment and not charged against any leave for five (5) school days. Unit members may utilize the five (5) school days, in any six (6) month period proximate to the death of the immediate family member, which shall include absence(s) for memorial services and/or legal proceedings respecting the family member's estate

The following relationships are considered immediate family:

<i>Grandmother, Grandfather, Grandchild</i>	<i>Grandparents-in-Law</i>
<i>Wife, Husband</i>	<i>Father, Mother</i>
<i>Son, Daughter, Stepchild</i>	<i>Brother, Sister</i>
<i>Mother-in-Law, Father-in-Law</i>	<i>Daughter-in-Law, Son-in-Law</i>
<i>Life Partner</i>	<i>Stepmother, Stepfather</i>
	<u>Any other relative residing in the immediate household of the employee or for whom the employee is responsible.</u>

- b. Teaching Assistants. Effective July 1, 2023, Teaching Assistant Article VI, Section B shall be changed as indicated below.

*Immediate family shall be defined as husband, wife, life partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, **daughter-in-law, son-in-law**, stepmother, stepfather, **stepchild, grandmother, grandfather, grandchild, grandparents-in-law**, and any other relative residing in the immediate household of the employee or for whom the employee is responsible.*

22. Coaching Stipends

Effective July 1, 2023, the collective bargaining agreement shall be changed in the order listed below.

- a. Effective July 1, 2023, Article XXII, Section B(7)(a) shall be changed as indicated by the italicized language below. Further, the collective bargaining agreement shall be modified throughout to reflect the parties' agreement that coaching stipends shall not be indexed on BA Step 2 effective July 1, 2023.

For salaries for extra and co-curricular activities, see Schedules G & H. Coaches' salaries shall be indexed on BA, Step 2 of the salary schedule in effect on July 1 for each respective year of this Agreement.

- b. Effective July 1, 2023, the first paragraph of Article XXII, Section B(7)(b) shall be changed as indicated by the italicized language below.

In addition, \$8,000 shall be distributed each year ~~over and above the increases resulting from the increase in the salary schedules.~~ This amount shall be distributed at the end of the school year. The distribution of the amount shall be based upon the following:

- c. Effective July 1, 2023, for the 2023-2024 school year, a one-time lump sum of \$50,657 shall be allocated by the District to increase the stipend amounts of only those coaching positions set forth in Exhibit B of this Memorandum of Agreement. The collective bargaining agreement, including but not limited to Schedule G, shall be updated to reflect the aforesaid stipend increases for the 2023-2024 school year.
- d. Effective July 1, 2024, for the 2024-2025 school year, all coaching positions shall be frozen at the amount in effect on June 30, 2024.
- e. Effective July 1, 2025, the coaching stipends set forth in Schedule G of the collective bargaining agreement shall be increased by two percent (2.00%).

23. Non-Athletic Extracurricular Stipends

- a. The parties agree to the preparation of a letter identifying those non-athletic extracurricular stipends that are grant-funded. The aforesaid letter shall be for informational purposes only and set forth the title of each position and the amount of each grant. This provision shall not be incorporated into the collective bargaining agreement but shall survive full ratification of this Memorandum of Agreement and the collective bargaining agreement.
 - i. The position of Seal of Biliteracy Leader shall be listed in the letter with a grant-funded stipend amount of \$2,000.
 - ii. The position of Seal of Civic Readiness Leader shall be listed in the letter with a grant-funded stipend amount of \$2,000.
- b. Effective July 1, 2023, the collective bargaining agreement shall be changed in the order listed below.

- i. Effective July 1, 2023, the collective bargaining agreement shall be changed throughout to reflect the parties' agreement that non-athletic extracurricular stipends shall not be indexed on BA Step 2.
- ii. Effective July 1, 2023, for the 2023-2024 school year, a one-time lump sum of \$223,202 shall be allocated by the District to restructure and increase the stipend amounts of only those non-athletic extracurricular positions set forth in Exhibit C of this Memorandum of Agreement. The collective bargaining agreement, including but not limited to Schedule H, shall be updated to reflect the restructured, increased stipends for the 2023-2024 school year.
- iii. Effective July 1, 2024, for the 2024-2025 school year, all non-athletic extracurricular stipends shall be frozen at the amount in effect on June 30, 2024.
- iv. Effective July 1, 2025, the non-athletic extracurricular stipends set forth in Schedule H of the collective bargaining agreement shall be increased by two percent (2.00%).

24. Special Education - I.E.P. Writing Days

Effective July 1, 2023, Article XXII, Section B(8)(b)(iii) shall be changed as indicated below.

Special education teachers shall be provided with one (1) day of release time in each semester for the purpose of writing and updating I.E.P.'s. (i.e., two (2) days of release time per school year). Effective July 1, 2023, special education teachers may use both days of release time prior to February 1st each school year.

25. Sick Day Payout at Retirement

Effective July 1, 2023, Article XXII, Section B(10) shall be changed as indicated below.

Unit members will receive ~~in~~ upon completion of their last year of service prior to retirement and upon prior notice, a sick day payout of ~~fifty dollars (\$50)~~ fiftytwo dollars and thirty-eight cents (\$52.38), which became effective July 1, 2022, for each day of unused sick leave for each sick day earned in excess of 109 days, up to a maximum of ~~two hundred ten (210)~~ two hundred twenty-five

(225) days of unused sick leave. Any person intending to retire at the end of the school year must notify the Superintendent of his/her intention to do so by January 1st of that school year, in order for this provision to become effective. Payment of this benefit will commence with the first paycheck issued in February within five (5) days of July 1st of the year notification is given. Effective July 1, 2022, the sick day payout shall be fifty two dollars and thirty eight cents (\$52.38).

26. Related Service Providers - Compensation for Medical Billing Time

Effective July 1, 2023, Article XXII, Section B shall be changed to provide for a new Section 12 as indicated below.

Effective July 1, 2023, related service providers shall receive an annual stipend in the amount of three hundred fifty dollars (\$350.00) for the purpose of medical billing.

27. Hourly Rates

- a. Effective upon the date of the full ratification of this Memorandum of Agreement, Article XXII, Section G shall be changed as indicated below.

Hourly Rates: The following hourly rates shall apply:

1. **Teaching.** ~~\$52.00-\$55.33~~ per hour for teaching, including but not limited to, elementary substitution, tutoring, summer school, evening school instruction, LEAP program, teaching coverage in the secondary level, and any other direct instruction. ~~Effective July 1, 2019, the hourly rate for teaching shall be increased to \$53.04 per hour. Effective July 1, 2020, the hourly rate for teaching shall be increased to \$53.84 per hour. Effective July 1, 2021, the hourly rate for teaching shall be increased to \$54.51 per hour. Effective July 1, 2022, the hourly rate for teaching shall be increased to \$55.33 per hour.~~ **Effective [insert date of full ratification], the hourly rate for teaching shall be increased to \$60.00 per hour.** ~~Effective January 3, 2017, any~~ Any part-time unit member who performs additional subbing duties (beyond his/her part-time assignment) shall be paid the aforesaid hourly rate provided herein.
2. **Rates for Curriculum Work; Special Education Committee Meetings During School Hours; Preparation of IEP's; and Staff Development.** ~~\$44.00-\$46.81~~ per hour for curriculum work, special education committee meetings **during school hours**, preparation of IEP's, and staff development. ~~Effective July 1, 2019, the hourly rate for curriculum work shall be increased to \$44.88. Effective July 1, 2020, the hourly rate for~~

~~curriculum work shall be increased to \$45.55. Effective July 1, 2021, the hourly rate for curriculum work shall be increased to \$46.12. Effective July 1, 2022, the hourly rate for curriculum work shall be increased to \$46.81. Effective [insert date of full ratification], the hourly rate shall be increased to \$47.00 per hour. Effective [insert date of full ratification], with regard to special education teachers, occupational therapists, physical therapists, speech therapists, guidance counselors, psychologists, and social workers who attend special education committee meetings during their lunch or preparation time, the District shall be permitted to relieve these employees from their duty periods for the purpose of making up their missed lunch or preparation. Alternatively, the District shall be permitted to pay these employees the hourly rate of \$47.00.~~

3. Rates for Chaperoning; Supervision; and Non-Instructional Contact Time. ~~\$38.00~~ \$40.43 per hour in two (2) hour block of time for chaperoning, supervision and non-instructional contact time. Effective July 1, 2019, the hourly rate for chaperoning shall be increased to \$38.76. Effective July 1, 2020, the hourly rate for chaperoning shall be increased to \$39.34. Effective July 1, 2021, the hourly rate for chaperoning shall be increased to \$39.83. Effective July 1, 2022, the hourly rate for chaperoning shall be increased to \$40.43. Effective [insert date of full ratification], the hourly rate shall be increased to \$45.00 per hour.

4. Teaching Assistants and Nurses. ~~\$38.00~~ \$45.90 per hour for teaching assistants and nurses. Effective July 1, 2019, the hourly rate for teaching assistants and nurses shall increase to \$44.00 per hour. Effective July 1, 2020, the foregoing rate shall increase to \$44.66 per hour. Effective July 1, 2021, the foregoing rate shall increase to \$45.22 per hour. Effective July 1, 2022, the foregoing rate shall increase to \$45.90 per hour.
 - a. Notwithstanding the foregoing, effective [insert date of full ratification], the hourly rate shall be increased to \$50.00 per hour for performance of the following duties: 1) TAs providing classroom instruction occasioned by the absence of the students' teacher(s) during the school year or summer school; 2) TAs supervising students during afterschool activities; 3) nurses providing services to students during afterschool activities; or 4) nurses providing classroom instruction during the school year or summer school.

5. Special Education Committee Meetings During the Summer or

Outside of School Hours. Effective [insert date of full ratification], special education teachers, occupational therapists, physical therapists, speech therapists, guidance counselors, psychologists, and social workers who attend special education committee meetings during the summer or outside of school hours during the school year shall be paid at the hourly rate of \$52.00.

- b. Effective upon the date of the full ratification of this Memorandum of Agreement, Article XXII, Section B(8)(a)(i) shall be changed as indicated below.

Work performed during the school year after the teacher work day, with prior approval of the Superintendent or his/her designee, shall be paid at the contract hourly rate as referenced in Article XXII(G)(2). Effective [insert date of full ratification], guidance counselors, psychologists and social workers who attend special education committee meetings outside of school hours shall be paid at the hourly rate set forth in Article XXII(G)(5).

- c. Effective upon the date of the full ratification of this Memorandum of Agreement, Article XXII, Section B(8)(a)(ii) shall be changed as indicated below.

Work performed during the summer, with prior approval of the Superintendent or his/her designee, shall be paid at the hourly rate as referenced in Article XXII(G)(1) if working with students, or (G)(2) if not working with students. Any summer work, with prior approval of the Superintendent or his/her designee, which takes less than one day shall also be paid at the contract hourly rate as referenced in Article XXII(G)(1) if working with students, or (G)(2) if not working with students. Effective [insert date of full ratification], guidance counselors, psychologists and social workers who attend special education committee meetings during the summer shall be paid at the hourly rate set forth in Article XXII(G)(5).

- d. Effective upon the date of the full ratification of this Memorandum of Agreement, Article XXII, Section B(8)(b)(ii) shall be changed as indicated below.

Work during the summer, with the approval of the Superintendent or his/her designee, shall be compensated at the contract hourly rate as referenced in Article XXII(G)(1) if working with students, or (G)(2) if not working with students. This compensation shall be in addition to the fifteen (15) hours in

the preceding paragraph. Effective [insert date of full ratification], special education teachers who attend special education committee meetings during the summer shall be paid at the hourly rate set forth in Article XXII(G)(5).

28. Health Insurance – Active Employees

Effective July 1, 2023, Article XXIII, Section A(1) shall be changed to add the provision below to the end of the first paragraph.

Effective July 1, 2023, employees will contribute sixteen and one-half percent (16.5%) of the cost of the health insurance plan. The aforesaid contribution shall increase to seventeen percent (17%) effective July 1, 2024, and eighteen percent (18%) effective July 1, 2025.

29. Health Insurance – Retiring Employees

- a. Teachers. Effective *[insert date of full ratification]*, Article XXIII, Section A(6) shall be changed to add a new Subsection (i) as indicated below.

Notwithstanding Subsections “a” through “g” above, effective [insert date of full ratification], new employees hired on or after [insert date of full ratification] will contribute the same dollar amount in their second, third, fourth, fifth, sixth, and seventh years of retirement as in their last year of active employment. In their eighth year of retirement, and each year of retirement thereafter, the aforesaid employees will have no contribution for health insurance.

- b. Teaching Assistants. Effective July 1, 2023, Teaching Assistant Article XI shall be changed to add the paragraph below to the end of the section.

Effective July 1, 2023, any member of the Association with fifteen (15) or more years of service to the District, and who is eligible to retire into the New York State Teachers’ Retirement System, shall be entitled to maintain individual health insurance benefits at fifty percent (50%) of the premium costs. In the event an employee opting for individual health insurance in retirement takes another position in which he or she is eligible for health insurance, the District shall no longer provide retiree health insurance benefits.

30. Working Spouse Rule

- a. Effective July 1, 2023, Article XXIII, Section A(3) shall be changed to add the paragraph below to the end of the section.

Effective July 1, 2023, the District shall provide unit members with annual notice of changes to the Plan regarding eligibility or contribution rates, if any, promulgated by the Joint Governance Board of the Putnam/Northern Westchester Health Benefits Consortium. The District shall also provide notice of changes regarding eligibility or contribution rates during the calendar year within sixty (60) days of such change.

- b. Effective July 1, 2023, Appendix C of the collective bargaining agreement shall be updated to reflect the current eligibility and contribution rates promulgated by the Joint Governance Board of the Putnam/Northern Westchester Health Benefits Consortium.

31. Peekskill Employees Benefit Fund

Effective July 1, 2023, Article XXIII, Section D shall be replaced with the following:

Effective July 1, 2023, the District shall annually contribute one lump sum payment of \$1,345 per unit member to the Peekskill Employees Benefit Fund on a date to be arranged between the Trustees and the District, but no later than October 1st of each year except that for the 2023-2024 school year, the District shall make two payments as follows: 1) one payment of \$1,330 per person, which shall be paid prior to October 1, 2023; and 2) one payment of \$15 per person, which shall be paid on a date to be arranged between the Trustees and the District, but no later than June 30, 2024.

32. Section 41(j) Plan for Civil Service Employees

Effective upon the date of the full ratification of this Memorandum of Agreement, Article XXIII shall be changed to add a new Section G indicating that the District shall adopt a Section 41(j) plan for those unit members eligible to retire into the New York State and Local Retirement System. Upon retirement, no unit member shall be permitted to simultaneously receive a sick day payout for unused sick leave and utilize the Section 41(j) benefit.

33. Teaching Assistant Tenure Stipend

Effective July 1, 2023, Teaching Assistant Article II, Section B shall be changed as indicated below.

~~Effective February 1, 2010, all~~ All tenured Teaching Assistants who hold a bachelor's degree or higher shall receive an annual stipend of ~~three thousand dollars (\$3,000)~~. Effective July 1, 2022, the aforesaid stipend shall be increased to three thousand one hundred forty-two dollars and fifty cents (\$3,142.50). Effective for the ~~2019-2020, 2020-2021, and 2021-2022~~ 2023-2024, 2024-2025, and 2025-2026 school years, Teaching Assistants who have already received tenure or are granted tenure within the foregoing school years, shall be granted an annual cash bonus of \$400.00. Effective June 30, ~~2022~~ 2026, the annual cash bonus of \$400.00 shall sunset and be of no further force and effect.

34. Housekeeping

- a. Typos and Formatting. The collective bargaining agreement shall be revised to correct spelling, grammar, formatting errors and typos and add sub-heading paragraph titles or labels, as appropriate.
- b. Employees Benefit Fund: Contribution for Teaching Assistants. Teaching Assistant Article X, Section D shall be updated to reflect the current contribution amount.
- c. Medicare Part B Side Letter. Pursuant to Section 3(b) of the parties' side letter agreement dated February 10, 2020, a copy of which is attached to this Memorandum of Agreement as Exhibit D, Article XXIII, Section A of the collective bargaining agreement shall be updated to incorporate the following language: *The reimbursement rate for Medicare Part B monthly premiums for faculty members who retire on or November 17, 2020 shall be the standard premium amount established by the federal government, i.e., \$144.60, effective January 1, 2020. The District will continue to reimburse eligible retirees for their Medicare Part B monthly premium costs per the standard premium amount at the time of his/her retirement, and will subsequently adjust the retiree's reimbursement rate in future years in accordance with the standard premium rate established by the Federal government.*

NEGOTIATING REPRESENTATIVES OF THE PEEKSKILL CITY SCHOOL DISTRICT

Dated: By: _____

Jamal Lewis, Asst. Superintendent for Admin. Services

Dated: By: _____
Cynthia Hawthorne, Asst. Superintendent for Business

NEGOTIATING REPRESENTATIVES OF THE PEEKSKILL FACULTY ASSOCIATION

Dated: By: _____
Timothy M. Murphy, President

Dated: By: _____
Anthony DiCuio, Vice President

Dated: By: _____
Valeria Valenzuela, Vice President

Dated: By: _____
Jose Fernandez, Bargaining Team

Dated: By: _____
Frank Savage, Teaching Assistant Representative

Dated: By: _____
Carolyn Espinoza, Bargaining Team

EXHIBIT A

Peekskill City Schools Coaching Evaluation

1. Program and Community Involvement

Benchmark	Ineffective (1)	Developing (2)	Effective (3)	Highly Effective (4)
1a. Has a partnership with community programs for this sport.	Does not meet or interact with community program.	Attempts to meet with community program but is not successful.	Meets with community program once before the end of the season.	Meets with community program before, during, and after the season.
1b. Informs community on attendance for student-athletes in this sport.	Does not consistently take attendance for practices and games.	Inconsistent taking attendance for practices and games.	Takes daily attendance for practices and games.	Takes daily attendance. Communicates with parents when a student is late or absent to any game or practice.
1c. Informs community on offseason opportunities for student-athletes in this sport.	Does not communicate offseason opportunities for student-athletes in this sport.	Inconsistent with communicating offseason opportunities for student-athletes in this sport.	Sends e-mails and other communications on offseason opportunities for student-athletes in this sport.	Sends e-mails and other communications on offseason opportunities for student-athletes in this sport.

Evidence:

1d. Presence at games and practices for all levels.	Is not a presence at games and practices for all levels.	Is not consistently a presence at games and practices for all levels.	Communicates with all program coaches Monthly. Attends program games and practices monthly.	Communicates with all program coaches weekly. Attends program games and practices bi-weekly.
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2. Communication

Benchmark	Ineffective (1)	Developing (2)	Effective (3)	Highly Effective (4)
2a. Maintains communication with Athletic Director and Athletic Office regarding pertinent program information	Coach rarely communicates information to AD or Athletic Office	Coach has inconsistent communication with AD and Athletic Office regarding program information	Coach maintains weekly communication with AD and Athletic Office regarding program information	Coach maintains semi-daily communication with AD and Athletic Office regarding program information
2b. Maintains communication with Athletic Trainer, Health Office and Athletic Director regarding pertinent program health and safety information	Coach rarely communicates with AT or Health Office if applicable	Coach has inconsistent communication with AT and Health Office regarding program information if applicable	Coach maintains weekly communication with AT and Health Office regarding program information if applicable	Coach maintains daily communication with AT and Health Office regarding program information if applicable
2c. Maintains communication with	Coach rarely communicates with program coaches	Coach has inconsistent communication with	Coach maintains weekly communication with program	Coach maintains semi-daily communication with program

Program coaches regarding pertinent program information	regarding pertinent program information	program coaches regarding pertinent program information	coaches regarding pertinent program information	coaches regarding pertinent program information
2d. Maintains communication with Parents regarding pertinent program information	Coach rarely communicates with parents regarding pertinent program information. Does not call parents after 2 absences from games or practices.	Coach has inconsistent communication with parents regarding pertinent program information. Does not call parents after 2 absences from games or practices.	Coach maintains bi-weekly communication with parents regarding pertinent program information. Calls parent after 2 absences from games or practices.	Coach maintains semi-daily communication with parents regarding pertinent program information. Calls parent after every unexcused absence from games or practices.
2e. Maintains communication with Students regarding pertinent program information	Coach rarely communicates with students regarding pertinent program information	Coach has inconsistent communication with students regarding pertinent program information	Coach maintains semi-daily communication with students regarding pertinent program information	Coach maintains daily communication with students regarding pertinent program information

Evidence:

3. Instruction and Implementation

Benchmark	Ineffective (1)	Developing (2)	Effective (3)	Highly Effective (4)
3a. Demonstrates knowledge of sport and pedagogy	Knowledge of sport and it's pedagogy are absent in coaches instruction and planning.	Knowledge of sport and it's pedagogy are present but basic in coaches instruction and planning.	Knowledge of sport and it's pedagogy are evident and appropriate in coaches instruction and planning.	Knowledge of sport and it's pedagogy are extremely evident and appropriate in coaches instruction and planning.

3b. Develops and implements detailed practice plans	Does not develop and implements detailed weekly practice plans which are visible during all practices.	Develops and implements detailed weekly practice plans which are not visible during all practices.	Develops and implements detailed weekly practice plans which are visible during all practices.	Develops and implements detailed daily practice plans which are visible during all practices.
3c. Develops and Implements strategies in games.	Rarely develops and implements strategies in games.	Inconsistently develops and implements strategies in games.	Often develops and implements strategies that are tailored to the strengths of their team.	The development and implementation of strategies are always evident and tailored to highlight team strengths.
3d. Use of Technology as a teaching tool (Varsity).	The use of technology is absent as a teaching/coaching tool.	The use of technology is rarely used as a teaching/coaching tool.	The use of technology is used often throughout the season for practice plans and game preparations.	The use of technology is regularly integrated into practice plans, game preparations, and individual skill development.
3e. Creates an environment of respect, rapport, and discipline with team/athletes	An environment of respect, rapport, and discipline appears absent through the season.	An environment of respect, rapport, and discipline is shown with some members of the team/athletes.	An environment of respect, rapport, and discipline with team/athletes is evident during practices and games through	An environment of respect, rapport, and discipline with team/athletes is extremely evident during practices,
			the use of player contracts, appropriate talk, and positive interactions.	games, and team functions through the use of player contracts, appropriate talk, and positive interactions.

Evidence:

4. Professional Responsibilities

Benchmark	Ineffective (1)	Developing (2)	Effective (3)	Highly Effective (4)
4a. Boces: Coach completes officials ratings, results	Does not complete ratings of officials and updates.	Completes ratings of the officials and updates results at the end of the season and postseason.	Completes ratings of officials and updates results weekly throughout the season and postseason	Completes, ratings of officials and updates results daily throughout the season and postseason.
4b. Awards	Does not attend necessary meetings, dinners, or communicate with the Athletic Director regarding awards for athletes.	Attends minimal amount of meetings and dinners. Applications and recommendations for awards are late or not completed	Attends most meetings and dinners throughout the season and submits awards applications on time to the Athletic Director or other individuals.	Submits awards applications on time to Athletic Director and other necessary individuals. Attends awards meeting and Section awards dinner for the sport. Attends District culminating sports event(s).

4c. Meetings	Does not attend pre-season coaches meeting and/or parent meeting.	Attends pre-season coaches meeting and/or parent meeting.	Attends pre-season coaches meeting and parent meeting. Attends preseason and awards meeting for this sport.(Varsity only)	Attends pre-season coaches meeting and parent meeting. Attends all Section 1 meetings for this sport. (Varsity only)
4d. Completes inventory of equipment and gear given out and returned.	Equipment and gear returned is missing and/or late when brought to the equipment manager with little or no communication between coach and Equipment Manager. Student and parent that are missing items have not been contacted by	Equipment and gear is returned at different times after the conclusion of the season and communication with equipment manager is sporadic. Student and parent that are missing items have not been contacted by phone and	Inventory of gear and equipment given out is returned after appropriate date set by the equipment manager but Student and parent that are missing items have been contacted by phone and email.	Inventory of equipment and gear given out is returned by the appropriate date to equipment manager.

	phone and email.	email.		
4e. Submits rosters and updates roster if needed to Athletic Office	Roster is not submitted to Athletic Department at the beginning of the season. Updates are not provided to AD.	Roster and updates are communicated bi-weekly with Athletic Department. Does not communicate the roster to AD prior to setting roster.	Communicates all roster updates and changes with Athletic Department weekly. Communicates with Athletic Department prior to setting the roster for the season and any roster changes.	Communicates all roster updates and changes with Athletic Department. Communicates with Athletic Department prior to setting roster for the season and any roster changes.
4f. Communicates appropriately with media (Varsity)	Games results and statistics are not shared with local media, school district, or Athletic Director	Game results and statistics are inconsistently reported to local media, school district, and Athletic Director	Communicates with local media, school district, and Athletic Director through the use of email, text, phone and/or social media to keep community members informed within twenty-four hours of the game ending. Coach answers media requests for season previews, interviews, and updates statistics.	Communicates with local media, school district, and Athletic Director through the use of email, text, phone, and/or social media to keep community members informed of game results at the conclusion of every game. Coach answers media requests for season previews, interviews, and updates statistics.

4g. Check student-athletic registration daily before practice and/or games	Coach rarely checks student-athletic registration and takes attendance	Coach inconsistently checks student-athletic registration and takes attendance	Coach checks student-athletic registration and takes attendance daily..	Coach checks student-athletic registration, takes attendance, and communicates concerns to Athletic Director daily.
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Evidence:

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As per NY State: NYSED Certified and qualified Physical Education and Classroom Teachers will be considered for coaching appointments before non certified classroom teachers. You are responsible for maintaining your coaching certifications and updating your CPR/First AID/AED certifications.

Non Physical Education Certification Coaches must complete at least one coaching class prior to second year of coaching.

<u>Courses/Classes</u>	<u>Date Completed</u>	<u>Date Expired</u>
First Aid and/or Update		
CPR and/or Update/AED		
Concussion in Sports		
Fundamentals of Coaching		
First Aid, health and Safety for Coaches		

Sports-Specific Course		
Teaching and Modeling Behavior		
Engaging Effectively with Parent		
Sportsmanship		
Creating a Safe and Respectful Environment		
Strength and Conditioning		
Sports Nutrition		

5. Professional Growth Recommendations

EXHIBIT C

Peekskill City School District Extracurricular Positions

General Responsibilities

- Any club that is fundraising must attend a mandatory meeting with business office
- It is the responsibility of the advisors to ensure clubs that require charters are up to date
- Upon appointment, an administrator should meet with each club advisor to discuss the plan and direction of the club

***Note: A club MAY be dissolved in place of another one in the event of two consecutive school years where membership is below the required number.**

Level 1A Requirements (Stipend \$1,134)

- Minimum of 7 club members unless otherwise approved by building administration
- Minimum of 1 meeting per month
- Limited to no outside activities (other than regular meetings)
- No travel associated with the club
- Typically meets right before or just after school
- Attendance sheets and meeting agendas to be submitted at the end of the year
- Stipend verification form to be signed and submitted by building administrator

Gardening Advisor (Hillcrest)	Gardening Advisor (Oaksides)	Gardening Advisor (Woodside)
Gardening Advisor (High School)	Gardening Advisor (Middle School)	

Level 1B Requirements (Stipend \$1,702)

- Minimum of 10 club members unless otherwise approved by building administration
- Minimum of 1 meeting per month
- Limited to no outside activities (other than regular meetings)
- Little to no travel associated with the club
- Typically meets right before or just after school
- Attendance sheets and meeting agendas to be submitted at the end of the year
- Stipend verification form to be signed and submitted by building administrator

High School

A cappella Group Advisor	National Honor Society Advisor	Social Studies National Honor Society Advisor
Art Club Advisor	English National Honor Society Advisor	Orchestra Club Advisor
Tri-M Music Honor Society Advisor	Foreign Language National Honor Society Advisor	PHS to Teacher Program (PHSTTP) Advisor
Gay Straight Alliance	Mathematics National Honor Society Advisor	Ski Club Advisor
Girls Who Code Club Advisor	Science National Honor Society Advisor	
Hiking Club Advisor	Sound A/V (Building Level) *Not a club	
Astronomy Club Advisor	Computer Science Club Advisor	

Middle School

A Capella Group Advisor	Girls On The Run (GOTR) Advisor
Art Club Advisor	Jazz Band Director
Crafts & Cooking Advisor	National Junior Honor Society Advisor
Chamber of Orchestra Advisor	Sound/AV (Building Level) *Not a club

Level 2A Requirements (Stipend \$2,269)

- Minimum of 10 club members unless otherwise approved by building administration
- Minimum of 2 meeting per month
- A minimum of 2 outside activities (other than regular meetings) or a plan agreed upon with an administrator.
- Occasional travel could be expected
- Some preparation/instructional time required of advisor
- Typically meets right before or just after school
- Attendance sheets and meeting agendas to be submitted at the end of the year
- Stipend verification form to be signed and submitted by building administrator

Robotics Advisor	Freshman Class Advisor	Math Competition Club Advisor
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Level 2B Requirements (Stipend \$2,836)

- Minimum of 10 club members unless otherwise approved by building administration
- Minimum of 2 meeting per month
- A minimum of 1-2 outside activities (other than regular meetings) or a plan agreed upon with an administrator.
- Limited travel could be expected
- Some preparation/instructional time required of advisor
- Typically meets right before or just after school
- Attendance sheets and meeting agendas to be submitted at the end of the year
- Stipend verification form to be signed and submitted by building administrator

High School

Academic Challenge Program Advisor	Science Research Competition Advisor
Debate Club Advisor	Sophomore Class Advisor
Environmental Awareness Advisor	Model U.N. Advisor
Interact Club Advisor	Dance Club Advisor

Middle School

Environmental Awareness Advisor	Literary Magazine Advisor	PKMS GO Treasurer *Not a club
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Level 3A Requirements (\$3,403 Stipend)

- Minimum of 10 club members unless otherwise approved by building administration
- A minimum of 3 outside activities (other than regular meetings) or a plan agreed upon with an administrator
- Some travel could be expected
- Some preparation/instructional time required of advisor
- Meetings/activities can be before or after school or nights
- Attendance sheets and meeting agendas to be submitted at the end of the year
- Stipend verification form to be signed and submitted by building administrator

Currently No Clubs in Level 3A

Level 3B Requirements (\$3,970)

- Minimum of 10 club members unless otherwise approved by building administration
- A minimum of 3 outside activities (other than regular meetings) or a plan agreed upon with an administrator
- Some travel could be expected
- Some preparation/instructional time required of advisor
- Meetings/activities can be before or after school or nights/weekends

- Attendance sheets and meeting agendas to be submitted at the end of the year
- Stipend verification form to be signed and submitted by building administrator

High School

Black Culture Club Advisor	Junior Class Advisor
City Singers Director	Latin Culture Club Advisor
Multicultural Club Advisor	

Level 4 Requirements

- Minimum of 10 club members unless otherwise approved by building administration
- Minimum of 3 meetings or activities per month
- Intensive time spent outside of regularly scheduled meetings
- Intensive planning and preparation time required
- Meetings/activities can be before or after school or nights/weekends
- Some events require travel
- Attendance sheets and meeting agendas to be submitted at the end of the year
- Stipend verification form to be signed and submitted by building administrator

High School

<u>Position</u>	<u>Stipend</u>		<u>Position</u>	<u>Stipend</u>
Newspaper Advisor	\$4,538		Band Director	\$6,239

GO Treasurer *Not a club	\$5,672		Yearbook Club Advisor	\$6,239
W.I.S.E Coordinator *Not a club	\$5,672		Yearbook Business Advisor	\$6,239
Senior Class Advisor	\$5,672		Student Council Advisor	\$7,941

Middle School

<u>Position</u>	<u>Stipend</u>
Yearbook Advisor	\$4,538
Student Council Advisor	\$6,239

**Peekskill City School District
Drama Positions**

Drama Stipends (High School)- Staff can only be appointed for one drama position per performance

<u>Position</u>	<u>Stipend</u>		<u>Position</u>	<u>Stipend</u>
Sound/AV (Fall)	\$851		Sound/AV (Spring)	\$851
Lighting/Tech Support (Fall)	\$851		Lighting/Tech Support (Spring)	\$851

Tech Director (Fall)	\$1702		Tech Director (Spring)	\$1702
Set Designer (Fall)	\$1702		Set Designer (Spring)	\$1702
Assistant Director (Fall)	\$3970		Drama Choreographer (Spring)	\$1702
Producer (Fall)	\$3970		Producer (Spring)	\$3970
Director (Fall)	\$4538		Assistant Director (Spring)	\$3970
			Musical Director (Spring only)	\$3970
			Director (Spring)	\$4538

Drama Stipends (Middle School)- Staff can only be appointed for one drama position per performance

<u>Position</u>	<u>Stipend</u>
Sound A/V (Drama)	\$851
Drama Assistant (Music Director)	\$3403
Drama Assistant (Stage Crew Director)	\$3403
Drama Assistant	\$3403
Drama Director	\$4538

EXHIBIT D

SIDE LETTER AGREEMENT BETWEEN THE PEEKSKILL CITY SCHOOL DISTRICT AND THE PEEKSKILL FACULTY ASSOCIATION CONCERNING MEDICARE PART B COSTS

WHEREAS, the Peekskill Faculty Association (hereinafter referred to as "Association") filed a grievance dated January 29, 2019; and

WHEREAS, said grievance alleged that the Peekskill City School District (hereinafter referred to as "District") violated Article XXIII, Section A, Paragraph 6(F) of the Collective Bargaining Agreement (hereinafter referred to as "CBA"), and Sections 1 and 2 of a memorandum of agreement dated June 24, 2011 by failing to properly reimburse retired faculty for Medicare Part "B" premiums as contractually outlined; and

WHEREAS, the parties agreed on or about August 21, 2019 to proceed directly to an arbitration hearing before Arbitrator Jeffrey Cassidy; and

WHEREAS, said grievance has been scheduled for an arbitration proceeding before Arbitrator Cassidy on March 31, 2020; and

WHEREAS, the parties desire to avoid unnecessary litigation expense and as a result have agreed to settle the dispute between them by entering into this Side Letter Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, representations and covenants in this Agreement, it is hereby stipulated and agreed by the parties as follows:

1. The above "Whereas" clauses are expressly incorporated and made a substantive part hereof.
2. The grievance dated January 29, 2019 (i.e., Grievance # 2018-2019-3) and the arbitration hearing scheduled for March 31, 2020 are hereby withdrawn with prejudice by the Association.
3. Effective with the execution of this Agreement by all parties, the following shall be applicable:
 - a. The parties have agreed that in exchange for the PFA withdrawing its pending grievance, i.e., Grievance #2018-2019-3, with prejudice, the District will increase the reimbursement rate for Medicare Part B monthly premiums for current retired faculty members to the standard premium amount established by the federal government, i.e., \$144.60, effective January 1, 2020. The affected retirees (i.e., faculty members that have retired prior to the ratification date of this Memorandum of Agreement) shall not receive the foregoing increase retroactively. The District will continue to reimburse eligible retirees for their Medicare Part B monthly premium costs per the standard premium amount at the time of his/her retirement, and will subsequently adjust the retiree's reimbursement rate in future years in accordance with the standard premium rate established by the Federal government. The foregoing agreement shall supersede

the parties' memorandum of agreement dated June 24, 2011 and shall survive execution of the parties' formal labor contract for July 1, 2019 through June 30, 2022.

- b. The following provision shall be added to Article XXIII, Section A of the parties' labor contract with respect to future retirees: *The reimbursement rate for Medicare Part B monthly premiums for faculty members who retire on or after the ratification date of this Memorandum of Agreement (date to be inserted after ratification) shall be the standard premium amount established by the federal government, i.e., \$144.60, effective January 1, 2020. The District will continue to reimburse eligible retirees for their Medicare Part B monthly premium costs per the standard premium amount at the time of his/her retirement, and will subsequently adjust the retiree's reimbursement rate in future years in accordance with the standard premium rate established by the Federal government.*
4. For purposes of this Agreement the word "RELEASEES" shall include the Peekskill City School District, the Board of Education of the Peekskill City School District, its members, officers, employees, agents, and independent contractors.
5. The Association acknowledges and represents that it shall not prosecute and or claim any other contractual violations of the collective bargaining agreement arising out of the claims made in the instant proceeding, and releases, covenants not to sue, and forever discharges the RELEASEES from any and all charges, complaints, claims, suits, demands, of any nature whatsoever that the Association had, now has, or in the future may have, arising out of or relating to any matter up to the execution of this Agreement in connection with the facts and claims made in the instant proceeding, except any claims that the RELEASEES have failed to comply with any obligations created by this Agreement.
6. The Association and its members herewith agree that a violation of the terms and conditions of this Side Letter Agreement shall be subject to the grievance and arbitration procedures set forth in the CBA between the Association and the Board of Education.
7. The execution of this Side Letter Agreement shall not constitute the admission of any violation of the collective bargaining agreement between the parties or of any violation of the Taylor Law or of any other wrongdoing by the District.
8. This Agreement constitutes the full and complete agreement between the parties and supersedes all prior written and oral agreements, commitments or understandings with respect to the subject matter herein. This Agreement may not be extended or modified except through the mutual written consent of the parties.
9. This Agreement is subject to the review and approval of the Board of Education of the Peekskill City School District by formal resolution, duly executed. Absent said approval, this Agreement shall be null and void and have no force and effect.
10. The parties herewith further acknowledge that this Agreement represents the full, final, and complete resolution of this matter.

11. The Retired Teachers' Chapter of the Peekskill Faculty Association (hereinafter referred to as "Chapter") representing the interests of all retired Peekskill teachers, understands and consents to the terms of this Agreement, which is denoted by the execution of this Agreement by the Chapter.

PEEKSKILL CITY
SCHOOL DISTRICT

PEEKSKILL FACULTY
ASSOCIATION

By: David Maurio
Dr. David Mauricio, Superintendent of Schools

By: Jose Fernandez
Jose Fernandez, President

Dated: 2/20/20

Dated: 2/10/2020

RETIRED TEACHERS' CHAPTER OF PEEKSKILL FACULTY ASSOCIATION

By: Robert N. Hudson, President
President ROBERT N. HUDSON

Dated: February 10, 2020