

PEEKSKILL CITY SCHOOL DISTRICT



CONTRACT

PEEKSKILL FACULTY ASSOCIATION

2023-2026

Amended January 28, 2025

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PREAMBLE TO TERMS AND CONDITIONS OF EMPLOYMENT

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees Fair Employment Law) and as amended in the Laws of 1969, this Agreement which is the result of the exchange of mutual promises between the chief executive officer of a public employer, the Board of Education of the City School District of Peekskill (hereinafter "Board" or "District"), and an employee organization, the Peekskill Faculty Association (hereinafter "Association" or "PFA"), is made and entered into on this 14 day of February, 2025 by and between the Superintendent of Schools and the Association.)

RECOGNITION

Recognition of the Association as the exclusive negotiating agent for the teachers has been given by the Board of Education through the adoption of the following resolution on July 18, 1967:

"The Board of Education of the Peekskill City School District having determined that the Peekskill Faculty Association is supported by a majority of the teachers in the unit composed of all certificated personnel of the Peekskill City School District as indicated in Appendix A, hereby recognizes the Peekskill Faculty Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall extend as provided by law and shall be continuous unless and until another employee organization submits to the Board of Education a competing claim of majority support and submits as evidence in support thereof a certified list of its members equal to or greater than 30% of the teachers in the above unit as provided by law; in which case this recognition shall be deemed to have lapsed and the matter of representation shall be resolved according to procedures established by the Public Employment Relations Board pursuant to Article 14 (Section 205) of the Civil Service Law."

The Board of Education of the Peekskill City Schools recognizes the Association as the exclusive negotiating representative for all certified personnel including nurses, psychologists, librarians, occupational therapists, physical therapists, social workers, school counselors, and teaching assistants of the Peekskill City Schools, except:

Superintendent of Schools	Principals
Assistant Superintendents of Schools	Assistant Principals
Business Managers & Assistants	Directors
Supt. of Buildings & Grounds	Coordinators

Membership in an employee organization shall not be, or be made, a condition of employment or a preference in employment nor a condition or a preference in, the continuation of employment of any person.

ARTICLE I - BOARD/ASSOCIATION RELATIONSHIPS

- A. 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.
- B. The Association may distribute materials dealing with proper and legitimate business of the Association through teachers' mail boxes.
- C. The Association shall be provided adequate bulletin board space wherever possible in a Faculty Room or Workroom in each school for the posting of official notices and other official materials relating to Association business.
- D. The Association shall have the privilege to use interschool mail to transmit proper and legitimate business of the Association with a copy of the materials to the Superintendent.
- E. The Association shall have the privilege of using office machines owned by the Board and normally operated by teachers. Such paper and/or other materials used in the operation of those machines for Association purposes shall be supplied by the Association.
- F. The Board shall comply with any reasonable request by the Association for available information, excluding confidential personnel records, possessed by the Board which is relevant to the processing of any grievance by the Association or to the negotiation by the Association and the Board of any condition of employment. The same courtesies will be granted to the Board by the Association. The President (or his/her designee) of the Association will receive a copy of any monthly, quarterly, or annual fiscal reports turned out by the Business Office.
- G. The Association shall be provided with a copy of the complete official agenda of each regular or special Board meeting at least 24 hours prior to such meeting. The Association shall be provided with the official minutes of each Board meeting as soon as possible.
- H. Subject to the approval of the Superintendent or his/her designee, and such approval shall not be unreasonably denied, the Association shall be granted time off with pay up to a maximum of ten (10) days or parts thereof each year to conduct Association business.
- I. Reasonable periods of time shall be provided for the PFA President, Grievance Chairperson, and Vice President to consult with Administration officials during the

school day without undue interference with the educational responsibilities of such PFA officials. Time to carry out such official Association business shall not exceed fifteen (15) class hours per year, per individual. This is not intended to require that all such meetings be within the school day.

- J. If the PFA President is a secondary teacher, he or she shall be released from no more than two (2) periods per school day. If the PFA President is an elementary school teacher, he or she shall be released from one (1) period per school day and shall have no supervisory duty. The PFA President shall be permitted to utilize this time for Union business or other professional activities related to his/her employment in the District. Use of this time for purposes other than the above shall not be permissible.
- K. The Board shall provide the PEBF (Peekskill Employee Benefit Fund) Administrator with written notice of a change in an employee's payroll status within two (2) weeks of the time such change of status becomes effective where same will affect benefit coverage. Further, the Board agrees to provide written notice to the PEBF Administrator of any change in dependent status affecting fringe benefit coverage of a member of the bargaining unit within two (2) weeks of being made aware of such change. There shall be a reconciliation of accounts in January and June of each year.

ARTICLE II - DUES DEDUCTION

- A. The Board agrees to such deductions from the salaries of its employees for dues of the Peekskill Faculty Association and such affiliate or other organizations as teachers individually and voluntarily authorize the Board to deduct. Authorization for said deductions shall be in writing and shall specifically set forth the amount to be deducted for each Association. The amount shall be transmitted to the Treasurer of the Peekskill Faculty Association by the Board in accordance with uniform practice.
- B. No later than October 1st, the Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the associations named in Section A above and the Association shall forward at the same time to the representative associations a list of the name and address of members who have elected payroll deduction for such associations.
- C. Membership dues shall be deducted beginning with the first November paycheck, unless the parties mutually agree to an alternative date, with the dues deducted in equal amounts from each regular salary check an employee is to receive on and after that date.
- D. Unit members hired after October 1st of each year, who submit a dues deduction card will be placed on dues deduction as of the second paycheck after submitting

the Dues Deduction card if after November 1st. The dues of these employees will be deducted in regular amounts from subsequent paychecks. The Treasurer of the PFA will provide the prorated amounts of dues to be deducted on the dues deduction card.

ARTICLE III - GRIEVANCE PROCEDURE

- A. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this Agreement.
- B. Grievances shall be initiated in writing within twenty (20) working days of the date on which the act grieved occurred. Summer grievances shall be initiated in writing within thirty (30) calendar days of the date on which the act grieved occurred. A copy of all grievances shall be sent to the Superintendent.
- C. All grievances shall be processed through the Association grievance committee, which shall have the exclusive right to process a grievance. All grievances shall contain the names of the individual(s) affected.
- D. The Association and the District shall attempt to resolve all grievances either on an informal or formal basis. However, if such resolution is not accomplished within twenty (20) calendar days of the original submission, the Superintendent, or his/her designee, shall respond to the grievance, in writing, within the twenty (20) day period and, if denied, state the reasons for the denial of the grievance.
- E. 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.
 - 1. 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.

- 2. The arbitrator's decision will be accepted by both parties as final and binding.

3. The costs of the arbitration shall be divided equally between the District and the Association.

ARTICLE IV - ACADEMIC FREEDOM

Academic freedom is the teacher's right and responsibility to state and express all points of view and to present a broad spectrum of material to support these ideas as appropriate to and in relationship to established curricula. It is expected that the teacher will conduct himself/herself within the scope of his/her professional competency and the ability and maturity of his/her students to comprehend these ideas and materials.

ARTICLE V - TEACHING YEAR

A. Length of School Year:

1. The work of teachers shall begin no earlier than September 1st and end no later than June 30th.

2023-2026: 186 (existing "snow day" language remains in effect)

2. The school year for members is inclusive of conference, instruction, and opening day orientation. If no snow days are declared by the District, two (2) such days shall be returned after the winter season and should one (1) day be declared, then one (1) day shall be returned.

B. School Calendar:

The Association shall submit its recommendation for the School Calendar to the Superintendent no later than March of the preceding school year.

ARTICLE VI - TEACHER LIAISON COMMITTEE OF THE PEEKSKILL FACULTY ASSOCIATION

- A. In order to improve communication between a building principal and his staff, there shall be a liaison committee in each building representing the classroom teachers and special professional personnel assigned to that building. The liaison committee in each building will be chosen by the faculty in that building by September 15th. At least one (1) member of each building liaison committee will be a building representative and each committee will consist of at least three (3) members.
- B. The liaison committee will be an advisory committee and will meet with their principal in order to submit recommendations for his/her consideration whenever necessary as mutually agreed upon for the following purposes:

1. To discuss professional issues of concern.
 2. To promote the general welfare of children and teachers.
 3. To review procedures within the building for possible improvements; for example, the collection of monies by teachers.
- C. The teacher liaison committee will meet once each month with the principal as a minimum and more often as mutually agreed upon.
- D. A designated teacher member and the Principal shall meet no later than two (2) school days prior to each committee meeting and combine such items as either party may wish to discuss into an agenda, which shall then be printed and disseminated to teachers in the building no later than one (1) school day prior to the meeting. Additional items, when mutually agreed upon, may be added to the final agenda prior to the meeting.

ARTICLE VII - TEACHER EMPLOYMENT

A. Certification:

The president of the Association shall be notified, in writing, of appointments of teaching personnel who are not permanently or provisionally certified.

B. Assignments:

1. All teachers shall be informed of their school grade level and/or subject matter assignment and their specific responsibilities at least one (1) month before the start of each term unless an emergency requires action which does not allow for one (1) month notification.
2. Continuing teachers will be informed of their tentative teaching assignments for the next school year in sufficient time prior to the submission of classroom supply and textbook budgets to allow for correct ordering of materials and supplies. The assignment notice shall include building and room assignment, subject, and schedule. If any major changes are required, the teacher will be consulted and be able to adjust his/her budget accordingly.
 - a. A member of the bargaining unit, upon receiving certification in a new area or in an area where he/she is presently working, shall present the original of said certification to the personnel office within thirty (30) days of receipt for copying with the original and a receipt for same to be returned to the member.
 - b. A unit member may not be assigned more than one (1) period out of his/her current tenure area without his/her consent, regardless of certification.

3. Part-time professional personnel will be paid at the rate of 1/5 of the applicable annual salary for each class period assigned. Personnel so hired will be responsible for supervision and preparation periods prorated on the number of teaching periods worked (e.g., a 3/5 teacher, i.e., one who teaches three (3) periods a day, shall be assigned 3/5 of a supervisory period and be provided with a proportionate amount of preparation time).

ARTICLE VIII - VACANCIES

All vacancies in certificated positions shall be filled pursuant to the following procedures:

- A. Notices of vacancies shall be emailed to all staff members by the end of June.
- B. Such notices shall be 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.
- C. Teachers who desire to apply for such vacancies shall submit their applications, in writing, to the Superintendent or his/her authorized agent within the time limit specified in the notice.
- D. Such vacancies shall be filled on the basis of qualification for the vacant post. Candidates in the Peekskill City School District, presently employed in the system, shall be given serious consideration in filling the vacancies.
- E. Teachers denied appointments to such vacancies shall be notified, in writing, at the time the position is filled.
- F. Summer School – Members of the bargaining unit shall be given preference for summer school teaching positions provided they are qualified as determined by the Superintendent of Schools or his/her designee who will not unreasonably exercise his/her discretion.
- G. Interscholastic Athletic Coaching & Extra-Curricular Activity Advisors:
 1. Vacancies for Interscholastic Athletic Coaches and Advisors for Extra-Curricular Activities shall be filled by qualified members of the Peekskill Faculty Association unless there are no applicants from the Peekskill Faculty Association. Individuals who are not members of the PFA who held positions as of July 1, 1995 are exempt from this provision for all positions currently held.
 2. Any bargaining unit member found unsatisfactory for two (2) seasons will lose preference for a period of two (2) years. The member may reapply for preference and such application shall not be unreasonably denied. However, should a member commit an infraction of a serious nature

including, but not limited to, corporal punishment, verbal abuse, theft and any other such act as determined by the District, preference may be revoked permanently. Any such determination will be subject to review pursuant to the arbitration procedure with the District to bear the burden of proof by a preponderance of evidence.

3. Posting of coaching positions shall be in the following months:

Fall:	March
Winter:	September
Spring:	November

In the alternative, all positions may be posted in March for the entire following year.

4. PFA President is to get a list of all applicants for coaching positions; notice of the appointment of any non-PFA member and the reason.
5. PFA President will be informed of any coach who is notified that his/her performance is found to be in jeopardy of losing preference.
6. If a PFA member fails to apply for a position by the posted deadline he/she shall have no preference for that position.

ARTICLE IX - TRANSFERS

- A. Teachers who desire a change in grade and/or subject assignment within a building shall file a written statement of such desire with the Superintendent of Schools no later than February 1st. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference.
- B. No later than April 1st, the Superintendent of Schools, or his/her designee, shall post in all school buildings a list of the known vacancies which will occur for the following school year. If a vacancy occurs during the school year, notice must be posted in all schools within three (3) school days after formal acknowledgment of the vacancy by the Board of Education.
- C. Teachers who are interested in applying for such positions shall indicate their interest in accordance with the deadline posted for the position. Peekskill City School District teachers who have indicated a written interest in the vacancy shall be given an interview by the building personnel site based team. If a teacher is not successful in his/her candidacy, he/she may request and shall be given an interview by the building personnel site based team to discuss his/her application.
- D. The Superintendent or his/her designee shall notify teachers who are involuntarily transferred of the reasons for such transfers, in writing, and upon request, the

teacher shall be entitled to a conference with the Superintendent or his/her designee.

ARTICLE X - REDUCTION IN FORCE

- A. Reduction in force will follow State Education Law.
- B. Teachers re-employed after excess shall be placed on the salary schedule at the next highest step to that at which they were placed at the time of excess, and shall receive credit for additional graduate courses taken after excessing, provided such courses meet the standards for approval applied to employed teachers.
- C. Copies of letters advising employees that their positions have been eliminated or that they have been excessed, as well as letters recalling them to employment, shall be sent to the President of the Peekskill Faculty Association.
- D. Plans for any tentative reduction in force must be completed no later than seven (7) days prior to the public hearings on the budget. Final notice of reduction in staff will be made 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.

ARTICLE XI - FAIR DISMISSAL

- A. For Those Unit Members Subject to Education Law §3012-d:

Probationary teachers must be observed at least three (3) times each year and receive from their evaluator a description of their strengths and/or weaknesses in accordance with the District's APPR Plan. Any weakness must be accompanied by specific objectives to be met in order to overcome any specific weakness listed in accordance with the District's APPR Plan. An assessment of teacher performance relative to these stated objectives must be included in the subsequent summative evaluation. Probationary teachers must be informed by the date established below, if their continued employment is in jeopardy and the specific reasons for this including objectives to be met to remove the jeopardy. The above conditions shall not preclude the District from terminating a probationer based solely upon his/her performance or conduct after the notification date, including upon completion of the probationer's Annual Professional Performance Review, in accordance with the requirements of Education Law §3012-d and 8 NYCRR §30-31. However, in such a case, the reasons for such termination must be given to the probationer, in writing, upon request. The dates shall be as follows:

	4 Year Probationary Period	3 Year Probationary Period	2 Year Probationary Period
1 st Year of Probation	April 1	April 1	April 1
2 nd Year of Probation	April 1	March 1	March 1
3 rd Year of Probation	March 1	February 1	
4 th Year of Probation	February 1		

The dates for teachers appointed to probationary periods other than concurrent with the school year will be proportionate to this schedule.

B. For Those Unit Members Not Subject to Education Law §3012-d:

Probationary teachers must be evaluated three (3) times each year and receive from their evaluator a description of their strengths and/or weaknesses. Any weakness must be accompanied by specific objectives to be met in order to overcome any specific weakness listed. An assessment of teacher performance relative to these stated objectives must be included in the subsequent summative evaluation. Probationary teachers must be informed by the date established below, if their continued employment is in jeopardy and the specific reasons for this including objectives to be met to remove the jeopardy. The above conditions shall not preclude the District from terminating a probationer based solely upon his/her performance or conduct after the notification date. However, in such a case, the reasons for such termination must be given to the probationer, in writing, upon request. The dates shall be as follows:

	4 Year Probationary Period	3 Year Probationary Period	2 Year Probationary Period
1 st Year of Probation	April 1	April 1	April 1
2 nd Year of Probation	April 1	March 1	March 1
3 rd Year of Probation	March 1	February 1	
4 th Year of Probation	February 1		

The dates for teachers appointed to probationary periods other than concurrent with the school year will be proportionate to this schedule.

ARTICLE XII - JOINT COMMITTEE

A Joint Committee shall be established composed of the following members:

The Superintendent or his/her designee, a Central Office Administrator appointed by the Superintendent, the building principals, the Association's President and Vice President, a member of the School Board, and a representative of each building.

Its function shall be to meet monthly to review any problem situations, regardless of their mandatory/non-mandatory aspects, the need for in-service and curriculum development programs which have not been resolved by the contract, and to make recommendations for resolving them to the Superintendent.

ARTICLE XIII - USE OF REGULAR TEACHERS AS SUBSTITUTE TEACHERS

- A. Whenever a principal or other person charged with responsibility for hiring substitute teachers to cover the absence of a regular teacher has been unable to find a per diem substitute, a building principal may direct that other regular teachers share the responsibilities for teaching and student supervision of the absent teacher during their planning or preparation periods.
- B. Whenever a principal or other person charged with responsibility for hiring substitute teachers to cover the absence of a regular teacher on a short-term basis has been unable to find a short-term substitute, a building principal may offer other regular teachers the opportunity to be paid to take on this responsibility under the following conditions:
 - 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 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 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.
- C. Except for substitutions under Article XIX, Section A.6, teachers so assigned shall be compensated at the contract hourly rate as referenced in Article XXII, Section G.1.

Time records of such assignments shall be maintained by each principal and reported on the day of each month that substitute reports are due. The Business Office shall calculate the pay of each teacher so reported to the closest quarter hour and they shall be paid on the first of the month following such report.

ARTICLE XIV - TEACHER EVALUATION AND OBSERVATION

- A. 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.

- B. See Appendix A attached hereto for the process to be followed in the District only for those unit members not subject to Education Law § 3012-d.

ARTICLE XV - PERSONNEL FILES

- A. Every teacher shall have the right, upon request, to review the contents of his/her personnel records. A representative of the Association may, at the teacher's written request, accompany the teacher in this review. They will not be entitled to view materials originating outside the District that are clearly marked confidential. A teacher will receive a copy of all written comments made about him/her which are added to his/her personnel file.
- B. The teacher must acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed, with the express understanding that such signature, in no way, indicates agreement with the contents thereof. The teacher will also have the right to respond, in writing, to such material and his/her response shall be reviewed by the principal and the Superintendent or his/her designee and attached to the materials and made a part of his/her permanent file.
- C. In a case where a unit member questions the accuracy or factual truth of a non-confidential document placed in the personnel file, the unit member shall have the right to submit the matter immediately to the Superintendent. If a decision is made in favor of the unit member, the remedy shall be removal of the document from the file.
- D. 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 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.

ARTICLE XVI - TEACHING CONDITIONS

- A. Meetings:
 - 1. Elementary - Teachers will be expected to attend departmental, building, or District meetings. Prior notice will be given and these meetings will generally not exceed forty (40) minutes per week. Elementary teachers shall attend

departmental, building, or District meetings for two (2) full period morning meetings per week during five (5)-day work weeks only. For four (4)-day work weeks, elementary teachers shall attend departmental, building, or District meetings for one (1) full period morning meeting, and for three (3)-day work weeks, the three (3) morning preparation periods shall be dedicated to preparation time, professional technology-related responsibilities, data collection and/or related activities.

2. Secondary - Teachers will be expected to attend departmental, building or District meetings. Prior notice of such meetings will be given. There shall be no more than two (2) such meetings per month with such meetings not to exceed one hour in length with the understanding that such meetings will not end any later than 3:40 P.M. Secondary teachers shall attend departmental, building, or District meetings for two (2) full period morning meetings per week during five (5)-day work weeks only. For four (4)-day work weeks, secondary teachers shall attend departmental, building, or District meetings for one (1) full period morning meeting, and for three (3)-day work weeks, the three (3) morning preparation periods shall be dedicated to preparation time, professional technology related responsibilities, data collection and/or related activities.
3. Evening Meetings - Teachers may be required to attend three (3) meetings per school year, not to exceed two (2) hours in length, to confer with parents of children they teach.

B. Extra-curricular Time:

Participation in extra-curricular and/or co-curricular activities which shall include chaperoning for which no additional compensation is paid shall be strictly voluntary. If the District cannot persuade a teacher to volunteer or find anyone outside the unit to supervise an extra-curricular activity, the problem shall be reviewed by the Joint Committee and recommendations made by it to the Superintendent.

- C. Principals and other administrative personnel shall have the right to confer with a teacher during, before, or after hours prescribed for the teacher's day when such individual consultation is in the best interests of the children, the teacher and the school system. Such meetings shall be scheduled by the Principal at reasonable times.
- D. The foregoing shall not preclude teachers from rendering assistance to students during or after regular school hours including, but not limited to: scheduled time for individual conferences, special tutoring of individuals or small groups, after-school conferences with parents, preparation of home study assignments and materials, groups seeking extra work or assistance in subject matter areas, and evaluation of student personnel records and interpretation of same for pupils and parents.

- E. Teachers will be allowed to dedicate three (3) of the five (5) morning preparation periods per week to professional technology-related responsibilities, data collection and related activities (i.e., inputting grades, parent-teacher e-mails, updating the class page, etc.) for the term of this contract in accord with Sections A(1) and (2) above.

ARTICLE XVII - CLASS SIZE

- A. Teacher workload will be considered as the result of various factors having an impact on the educational process. For example: number of students in a class, number of preparations, number of classes, total number of students, types of students by ability and/or achievement, and other factors.
- B. Elementary (K-6) classes should not normally exceed thirty (30) students. If a class reaches twenty-eight (28) students, a meeting shall be held among an administrator (preferably the building principal), the teacher involved, and an Association representative to plan means for relieving the situation. When that class reaches thirty-one (31) students, some other mutually agreed upon action (the cost of which shall be within the budget) shall be taken.
- C. Secondary academic classes (English, Social Studies, Mathematics, Science, Languages, and Business) should not normally exceed thirty (30) students. If a class reaches twenty-eight (28) students, a meeting shall be held among an administrator (preferably the building principal), the teacher involved, and an Association representative to plan means for relieving the situation. When that class reaches thirty-one (31) students, the action agreed upon at the twenty-eight (28) student level or some other mutually agreed upon action (the cost of which shall be within the budget) shall be taken.
 - 1. Physical facilities in a laboratory, shop, or special classroom shall be the determining maximum factor in that class size.
 - 2. Art and Music classes shall be treated as any other class with the exception of Chorus, Orchestra, and Band. See Section #D, 4 of this Article.
 - 2. In no case shall class sizes be interpreted to exclude programs, e.g., large/small group instruction, etc. Such experimental classes shall be an outgrowth of teacher-administration development.
 - 4. The teacher workload for physical education teachers (grades 7-12) shall be one hundred sixty (160) students daily with a maximum class size of thirty-five (35). Within a class load of one hundred sixty (160) students, teachers shall be paid per year the contract hourly rate for each student assigned to any class over thirty-five (35).

D. Class Size:

Elementary and/or Secondary classes combining students of more than one (1) grade level (example: a combination of 4th and 5th grades) should not normally exceed twenty-eight (28) students. If a class reaches twenty-six (26) students, a meeting shall be held with an administrator (preferably the building principal), the teacher(s) involved, and an Association representative to plan means for relieving the situation. When that class reaches twenty-nine (29) students, the action agreed upon at the twenty-six (26) student level or some other mutually agreed upon action (the cost of which shall be within the budget) shall be taken.

ARTICLE XVIII - CLASS LOAD

A. Elementary:

1. The teacher day will be seven (7) hours and twenty (20) minutes. This additional twenty (20) minutes will not be student contact time. The teacher's day shall include forty (40) minutes of a duty-free lunch. The District will provide forty (40) minutes of personal preparation time to every teacher daily. To effectuate daily personal preparation time for every teacher, classes may be covered by building personnel currently employed by the District and the District shall not be required to hire any new full-time or part-time employees to cover the same. The Superintendent of Schools, in his/her discretion, shall make the final determination as to the assignment and deployment of staff to effectuate daily preparation time to elementary teachers during the student day.
2. If an elementary teacher is called upon to substitute for a special subject teacher, he/she shall be compensated as referenced in Article XXII.G.1.

B. Secondary:

1. Teacher Day:

The teacher day shall be seven (7) hours and twenty (20) minutes of which five (5) hours will be teaching and/or supervision of students (exclusive of passing time). One (1) period shall be provided for lunch and personal use. A minimum of three hundred (300) minutes per week shall be available for planning including teacher preparation, student conferences, parent conferences, meetings, preparation of home study assignments and materials, professional groups or individuals seeking extra work or assistance, and evaluation of student personnel records and interpretations of same for pupils and parents. A minimum of one hundred eighty-four (184) minutes per week shall be available to each teacher for personal planning. These minimums are premised upon a five (5) day work week. The last

three (3) sentences of this paragraph shall apply only to the high school secondary teacher day. Each high school teacher will have a minimum of at least one (1) professional personal planning period per day, during the student day. The professional personal planning period is to be used for planning instructional units, collecting and/or preparing materials for instruction or related educational work. The District reserves the right to use up to eight (8) of any teacher's such professional personal planning periods during the course of the school year for professional development.

2. Teaching periods:

All teachers shall be assigned a maximum of five (5) teaching periods per day.

In addition, a teacher may be assigned one (1) period of supervision or one (1) period of professional activity, which shall not require lesson planning, grading, or report card entries. Such professional activities may include the following: Academic study halls, homework study halls, study skills help, computer lab supervision which may include SAT prep, peer tutoring supervision, in-school suspension, and peer mediation programs. For grades nine (9) through twelve (12), the cap for academic study halls or academic intervention services shall be fifteen (15) students. For homework study halls and study skills help, the cap shall be twenty (20) students.

- a) Where a teacher is assigned a supervision period, he or she may be assigned a call-back period which students are required to attend. Teachers who are assigned a professional activity period will be assigned a call-back period but will not have students assigned for mandatory attendance.
- b) It is understood and agreed that should a secondary school be subject to a block schedule, the maximum number of teaching periods per day will average five (5) periods over a two (2) day period.

3. Preparation Time:

Under ordinary circumstances, a teacher shall have a maximum of three (3) preparations. If a teacher is assigned more than three (3) preparations, the building principal will relieve the teacher of other duties so that the teacher may prepare adequately unless the fourth class covers basically the same lesson plan as another class taught by the teacher. The three (3) preparation maximum established in this paragraph shall not apply to any teacher with an assigned student load of eighty (80) students or less. Teachers will be allowed to dedicate three (3) (morning zero period time) preparation periods per week to be used for technology-required tasks (i.e.,

inputting grades, parent-teacher emails, updating the class page, etc.) for the term of this contract. The Superintendent shall have the authority to continue this use of preparation time if, in his/her opinion, it is an improvement in the use of time.

4. The total number of students assigned to a teacher shall range from one hundred (100) to one hundred forty-five (145) and special consideration will be made as appropriate to the type of student by ability and/or achievement or the requirements of a particular discipline. Such conditions shall not be applicable to Band, Orchestra, Chorus, and Physical Education. The total number of students assigned to physical education teachers, 7-12, shall be no more than one hundred sixty (160) students daily.
5. The maximum teacher work load for other than physical education teachers assigned to class(es) with alternating day schedules are as follows:

Number of Alternate Day Periods	Number of Students
1	151
2	157
3	163
4	169
5	175

Teachers who are assigned a maximum load in excess of the figures above shall be paid per year the hourly rate as referenced in Article XXII(G)(1) for each such student assigned in excess of these figures for a school year.

C. Case Management Assignments:

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

ARTICLE XIX - ABSENCES AND LEAVES

Those teachers (not day-by-day substitutes or part-time employees) paid at a yearly salary rate, who qualify under all of the requirements set forth in the following paragraphs shall be paid full wage payments in the amounts and conditions set forth.

A. Leaves of Absence With Pay:

1. Personal illness shall occur when:
 - a) The teacher 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.

- b) The teacher must be on duty as of the beginning of the absence; that is, she/he is not suspended or on a leave of absence. It can begin whether she/he reports for duty or not, if she/he is serving in the Peekskill Public Schools.
- c) The teacher must notify the school officials promptly when she/he is unable to work. (For all ordinary purposes "Promptly" shall mean at least one (1) hour prior to the beginning of the day on which the teacher is absent.)
- d) Sick leave shall be allowed with full pay for seventeen (17) days per year and shall be cumulative to a maximum of two hundred fifteen (215) days.
- e) Each teacher shall receive notice from the Board of his/her accrued sick leave within two (2) weeks of a teacher's request for such information.
- f) Sick Leave Bank – Personal Catastrophic Illness
 - 1) 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. 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.

g) Attendance Review:

In the event that the District determines that a unit member has demonstrated chronic abuse, or misuse, of sick leave, the following procedure shall be available for use by the District:

- 1) The unit member shall be notified in writing by the Director of Human Resources of the District's concern(s). (In the absence of appointment of a Director of Human Resources, the reference to the Director of Human Resources shall be to the central office administrator to whom human resources administration is assigned.) Said written notification shall also establish a conference date for a discussion of the District's concern(s). The conference shall be held by the Director of Human Resources. The employee shall have the right to Union representation at said meeting. A writing, which may include a formal reprimand, summarizing the conference shall be prepared by the Director of Human Resources and

provided to the employee. The attendance of the teacher shall be thereafter closely monitored for improvement.

- 2) Thereafter, no sooner than six (6) months following issuance of the aforesaid writing, if no improvement in the employee's attendance record is evident, as determined by the District, a second conference shall be held to review the lack of improvement with the Director of Human Resources. The employee may be represented by the Union at said meeting. Following said meeting the District shall issue a written determination respecting the employee's deficient attendance which shall include a formal reprimand and the imposition of a penalty which shall be a reduction of up to ten (10) days to the unit member's contractual sick leave entitlement for the following school year.
- 3) Nothing hereinabove set forth shall be deemed a prerequisite to institution of appropriate disciplinary proceedings pursuant to law. This procedure has been negotiated pursuant to the provisions of Section 3020-a of the Education Law and shall obviate the necessity of institution of Section 3020-a proceedings and/or any other procedures for the matters and disciplinary penalties herein contained.
- 4) The determination of the chronic abuse or misuse of sick leave is subject to the grievance and arbitration provisions of this Agreement. In the event the Union believes the penalty imposed by the District is excessive, it may pursue the issue through the grievance and arbitration provisions of this Agreement.

h) Doctor's Notes

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.

i) Family Illness Days

Family Illness Days. Each July 1st 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.

j) Family Member's Catastrophic Illness

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 for at least twenty-one (21) consecutive calendar days requiring hospitalization, institutionalization, or confinement to bed and home.

2. Absence occasioned by injuries sustained while performing assigned duties shall not for the first sixty (60) working days thereof be counted against sick leave (if fully substantiated by medical certificate) and full payment of salary shall be made for each period, but after such sixty (60) day period, a continuance of such absences shall be charged against permissible sick leave up to the unused sick leave available to such injured person as above indicated. To be eligible for full salary payments, the injured employee must assign to the Board of Education all

sums receivable by him or her as weekly compensation payments under Workers' Compensation Insurance (this does not include items received for reimbursement of sums spent or allowance for medical or surgical treatments). This policy shall become effective October 1, 1962 and shall not be retroactive as to the payments previously made to sick or injured persons, but shall be retroactive as to the accident leaves taken. All Workers' Compensation Claims must be filed expeditiously, in accordance with applicable law.

3. 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:

Grandmother, Grandfather, Grandchild	Grandparents-in-Law
Wife, Husband	Father, Mother
Son, Daughter, Stepchild	Brother, Sister
Mother-in-Law, Father-in-Law	Daughter-in-Law, Son-in-Law
Life Partner	Stepmother, Stepfather

Any other relative residing in the immediate household of the employee or for whom the employee is responsible.

4. Professional Improvement:

Teachers may be granted the following short-term professional leaves upon the request of the teacher to the Superintendent of Schools, through the building principal:

- a) Days for the purpose of visiting other schools and other school systems.
- b) Days to attend meetings or conferences of an educational nature.
- c) The time for appearance in any legal proceeding connected with the teacher's employment if the teacher is required by law to attend.

5. Personal and Cogent Reasons:

- a) Personnel in this unit may, at the discretion of the Superintendent or his/her designee, be entitled to a maximum of five (5) days per year

with pay, non-cumulative, for stated personal and cogent ("P&C") reasons and not merely for personal convenience. However, twenty-four (24) hours or more notice, if possible, must be given to the principal and the Superintendent in all cases except illness or death in the family. This leave shall include among other things:

- ❖ Observance of religious holidays;
- ❖ Illness or injury to members of the immediate family which require the physical presence of the teacher;
- ❖ Death in the family;
- ❖ Receiving of a college or graduate degree;
- ❖ Attending the graduation of a member of the teacher's immediate family;
- ❖ Travel, for the purpose of attending the graduation of a member of a teacher's immediate family;
- ❖ Attending to financial or legal transactions that cannot be accomplished at any other time;
- ❖ Personal Family Business; and/or
- ❖ Travel, for the purpose of attending the unit member's own wedding, the wedding of a member of the unit member's immediate family, the unit member is a member of the wedding party, or wherein the unit member is a close personal friend of the bride and/or groom. (The term "wedding" shall include a wedding rehearsal dinner occurring the day before the wedding or the day before the weekend during which the wedding occurs).

- b) Unit members attending a wedding or graduation that is local shall be entitled to the use of one (1) personal day for the purpose of "travel." Local travel is defined as travel to a wedding or graduation in Rockland, Westchester, Putnam, and Orange Counties. Unit members, who are attending a wedding or graduation that is not local, and which falls outside of Rockland, Westchester, Putnam or Orange Counties, shall be entitled to the use of two (2) personal days for the purpose of travel. Notwithstanding the foregoing, unit members who request the use of personal leave days to travel to the wedding of a close, personal friend, shall be limited to one (1) personal leave day for travel.
- c) Absences for the above personal and cogent reasons must be approved by the Superintendent of Schools or his/her designee prior to the absence, if possible. Except, unit members shall submit requests for leave for the purpose of travel to the Superintendent of Schools, or his/her designee, at least one (1) month prior to the date of absence and shall indicate on his or her leave request, the location of the wedding or

graduation and the unit member's relationship to the person(s) graduating or getting married.

- d) Unit members may use no more than one (1) personal leave day for extension of a weekend, holiday, or recess period due to extenuating circumstances beyond the unit member's control. For the purpose of this personal and cogent reason, unit members will be required to submit documentation to the Superintendent of Schools, or his/her designee, in support of the stated reasons for the delay. In the event the unit member is unable to submit supporting documentation to the District for the use of the personal leave day for the reason of "circumstances beyond the unit member's control" he or she may be subject to the Attendance Review Procedure set forth in Article XIX(A)(1)(g).
- e) All personal leave requests shall be on forms provided by the District and must be submitted to the principal and forwarded to the Superintendent or his/her designee. For unit members submitting requests for personal leave for the purpose of travel to a wedding or graduation, the District reserves the right to request documentation from unit members in addition to the personal leave request form, which shall serve to verify the location of the wedding or graduation and identification of the unit member's relationship to the person(s) graduating or getting married.
- f) Unit members shall not be permitted to take unpaid personal leave, except for circumstances made known to the District, which are beyond the control of the unit member.
- g) All P&C days not used during the school year will be added to the accumulated total of sick days for the staff member not to exceed the maximum provided in Article XIX(A)(1)(d).

6. Emergencies:

All teachers in case of need may arrange with the principal or with the Superintendent to be absent from classes for a time not to exceed 1/2-day, provided arrangements have been made for proper supervision of the work of such classes during said absence. Such absence shall not cause substitute's pay to be deducted from the teacher's paycheck nor shall such absence be charged to any accumulated leave. Teachers must agree to substitute for one another at the request of the principal, at no cost to the Board, provided that such substitute duty shall be within the regular teaching area of the teacher substituting. Whenever possible, such substitute coverage shall not involve doubling of classes and teachers so substituting shall do so during time available when not conducting classes.

7. School Business:

All teachers absent in the performance of school business shall not have substitute's pay deducted from their checks. The Superintendent of Schools or his/her designee must approve all absences on account of school business and the absence shall not be deducted from any leave.

8. Jury Duty:

Teachers who are summoned for jury duty will receive full salary provided they return to the District any remuneration received for such service, with the exception of expense money, and this absence shall not be deducted from any leave.

9. Exchange Teaching:

Upon application, a leave of absence up to one (1) year with pay may be granted to one (1) tenured teacher per year to teach in another school provided that the other system agrees to furnish a teacher of corresponding rank or school level to fill the duties of the teacher who is on leave. The teacher must state his/her intention to return to the system for a period of one (1) year for each year of leave. If the teacher doesn't return, all monies paid shall be returned to the District. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as she/he would have been had she/he taught in the District during such period.

10. Teachers may be allowed additional time off with pay for other reasons when such reasons are considered valid by the Superintendent and the Board of Education.

11. If a currently employed teacher in the Peekskill City School District dies, the Superintendent will take appropriate action to allow teachers and students to pay their respect to the deceased.

B. Leaves of Absence Without Pay:

1. Child Care Leave:

A child care leave of absence may be used by any unit member in order to permit the unit member to care for a newly-born infant, foster child, or adopted child, and may be used prior to the birth or adoption to attend to matters in preparation for same. However, an employee will not be eligible for a subsequent child care leave of absence if he/she has not been actively teaching in Peekskill for a period of five (5) school months prior to the commencement of the requested leave. Such leave shall be without pay

or other benefits, and shall not exceed two (2) years duration unless extended by the District.

Applications for such leaves shall be made at least thirty (30) days prior to the intended commencement of such leave, where possible. The applications shall include the dates requested for leaving and returning.

Child care leave shall commence and terminate, in so far as possible, on September 1st or February 1st.

Time on such leave will not be credited for advancement on the salary schedule, seniority, probationary service, or longevity. Upon return to the District, a teacher will be placed in a similar position to the one held prior to such leave.

The District shall continue the employee in the group health insurance plan, provided the individual pays the premium for such coverage.

The employee shall provide the District with written notification of his/her intention no later than March 15th if a September 1st return is planned, or October 15th, if a February 1st return is planned. The District will send a written reminder to teachers of their obligation to provide written notice at least thirty (30) days prior to the date written notification is due. Failure to provide such notice shall disqualify the employee from any future child care leave of absence without pay for a period of five (5) years.

2. Peace Corps, Vista, National Teacher Corps:

Subject to Board approval, any teacher covered by this contract who is on tenure may be granted a leave of absence without pay for two (2) years to work as a teacher with the Peace Corps, Vista, or the National Teacher Corps. Upon return, his/her salary shall be the same as he/she would have received had the period of Peace Corps, Vista, or National Corps service been spent in the Peekskill Public Schools.

3. Additional Leaves:

Upon thirty (30) days' notice to the Superintendent, unit members may be granted a leave of absence of up to one (1) year without pay for other reasons which shall include but not be limited to graduate study, work in another related field, travel or rest. Leaves shall begin and terminate September 1st or February 1st. The District may make exceptions in emergency situations and shall not act arbitrarily or capriciously.

4. The employee shall provide the District with written notification of his/her intention to return at least sixty (60) days prior to the return date of the leave.

ARTICLE XX - UNIT MEMBER PROTECTION

- A. The Board will reimburse unit members for any clothing or other personal property damaged or destroyed as a result of their interaction with disruptive students, upon presentation of a receipt for the repair or replacement of the article(s).
- B. The School District will reimburse unit members for reasonable costs of repairing, or replacing dentures, eyeglasses, hearing aids, clothing or similar bodily appurtenances not covered by Workers' Compensation, which are damaged while discharging his/her duties within the scope of his/her employment, upon the presentation of a receipt for the repair or replacement of the article(s).

ARTICLE XXI - MISCELLANEOUS PROVISIONS

- A. Amendments to this Agreement may be proposed by either the Board or the Association but shall not be in effect until the formal adoption by the parties to this Agreement.
- B. The District shall provide sufficient copies of this Agreement to the Association to allow distribution by the Association.
- C. Lesson Planning is recognized as being conducive to the education process; therefore, it shall be each teacher's responsibility to prepare such plans. Plans of teachers shall be subject to review by supervisory personnel.

Teacher lesson planning will be faculty-directed and developed for the enhancement of the individual faculty members' instructional program. A district committee will be formed with teacher members selected by the President of the Peekskill Faculty Association and additional members selected by the District to mutually agree on the components that must be in a teacher's lesson plan. The required components for a teacher's lesson plan, as agreed upon by the committee, are: Objective(s), Activities, and Assessment.

- D. A committee of teachers will be involved in establishing class rosters each year.
- E. Student transfers from one assigned teacher to another will only occur after a meeting with the teachers involved, at which all parties will be informed of the reason for the transfer.
- F. First year probationary teachers may be required to attend orientation and in-service programs as developed jointly by the Association President and the Superintendent.
- G. No member of the bargaining unit, at present employed, shall be terminated and the position subcontracted or filled by an individual, corporation, agency, or organization not a member of the bargaining unit.

- H. Nothing contained in this labor agreement shall conflict with, nor be determined to conflict with, the Annual Professional Performance Review Regulations of the Commissioner of Education which have been and may hereafter be issued, nor with the provisions of Section 3012-c or Section 3012-d of the Education Law of the State of New York, and any amendments thereto. If it is determined by a final court of competent jurisdiction that a conflict exists, the law and the aforesaid Regulations shall govern.
- I. Any arbitrator appointed pursuant to Article III of this Contract shall be wholly without authority to consider, apply or interpret any provision of the District's Annual Professional Performance Review Plan, Section 3012-d of the Education Law, or any Regulation of the Commissioner of Education arising under Section 3012-d of the Education Law, or a dispute arising thereunder or relating thereto, except in cases where the District has failed to follow the procedural requirements of the APPR plan.

ARTICLE XXII - SALARIES

A. Salary:

1. **First Year (2023-2024):** The salary schedule in effect for the 2023-2024 school year shall be created by increasing the salary schedule in effect on June 30, 2023 by two percent (2.0%). The parties acknowledge that step increment has been granted to eligible unit members effective July 1, 2023.

See attached Schedule A.

2. **Second Year (2024-2025):** The 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 (2.0%). In addition, effective July 1, 2024, step increment shall be granted to all eligible unit members.

See attached Schedule A.

3. **Third Year (2025-2026):** The 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 (2.0%). In addition, effective July 1, 2025, step increment shall be granted to all eligible unit members.

See attached Schedule A.

4. Effective for all teachers hired on or after February 1, 2001, the BA+15 column will be eliminated. All employees hired prior to that date shall be grandfathered.

B. Step Movement, Differentials & Extra Compensations:

1. Step Movement:

Unit members hired between September 1 and February 1 of any school year shall advance to the next step on the salary schedule on the following September 1. Unit members hired after February 1 of any school year must wait until the September following completion of one full year before moving to the next step on the salary schedule. As an example, and example only, a unit member hired February 5, 2017, must wait until September 2018 to receive his/her first step movement. He/she will receive step movement each September thereafter.

2. Service Increment – (See salary schedule):

A service increment of \$2,500 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 \$2,500 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.

3. University Graduate Credit:

a) Teachers holding a bachelor's degree shall receive salary credits for those courses leading to a teaching certification whether or not in the field of their current employment.

b) Teachers holding a Masters' degree shall not require prior course approval for graduate credits attained towards salary advancement for columns MA to MA+30. However, for course credit received beyond MA+30 up to MA+45, teachers shall obtain prior approval from the Assistant Superintendent for Human Resources, or his/her designee. All courses, which are appropriately submitted, shall be reviewed in a timely manner. Approval shall not be unreasonably denied and shall be made in accordance with the following criteria:

i. The content of the session and/or course must be within the current tenure area(s) and/or assignments of the teacher and shall benefit students in the teacher's current assignment; or

ii. There is a demonstrable relationship between the course(s) requested to the applying teacher's next higher degree –

Masters' Certificate of Advanced Study (6th Year), Doctorate in tenure area, and assignment of current teacher employment; or

- iii. The content of session and/or course(s) falls within a current District initiative; and
 - iv. The graduate course(s) requested are given by a degree-granting institution and the degree-granting institution utilizes the course(s) selected by the unit member in the institution's own program(s) towards a Masters' degree.
- c) Teachers holding a Masters' degree shall not require prior course approval for TESOL (Teachers of English to Speakers of Other Languages) coursework attained towards salary advancement for columns MA to MA+30.
- i. For TESOL course credit obtained and applied to MA+30 and beyond, teachers shall obtain prior approval from the Assistant Superintendent for Human Resources, or his/her designee.
 - ii. Approval for TESOL coursework shall not be unreasonably denied.
- d) Teachers shall notify the District prior to enrollment on appropriate forms.
- e) Teachers shall be entitled to only one column movement per school year based upon the completion of graduate credits and/or TESOL coursework. Application for column movement must be made to the Superintendent or his/her designee no later than September 30th of each school year.
- f) The PFA and the District have agreed to compile a list of pre-approved graduate courses that shall be used for column advancement. The parties will meet periodically each school year to revise the pre-approved graduate course list as needed.

4. Tutoring Pay:

Tutoring services beyond the normal school day shall be compensated at the contract hourly rate as referenced in Article XXII(G)(1).

5. Prior Service Credit:

Each newly appointed teacher shall be granted credit for prior experience as it relates to the best interest of the school district.

6. Student Teacher Supervision:

Supervision of student teaching shall be voluntary.

7. Extra-Curricular Compensation:

a) For salaries for extra and co-curricular activities, see Schedules D & E.

b) In addition, \$8,000 shall be distributed each year. This amount shall be distributed at the end of the school year. The distribution of the amount shall be based upon the following:

The number of years that the coaches of co-curricular activities have participated in the Peekskill City School District will be totaled by the end of the school year.

This amount will be divided into \$8,000. Payment to each coach will be made by multiplying the calculated amount times the individual coaches' years of service.

The coach must complete the scheduled assignment in order to be eligible for the payment. No partial shares will be distributed.

The schedule of years of service will be given to the Business Office by the PFA. The calculation and distribution of \$8,000 will be made by the Business Office, reviewed by the PFA, and then payment will be made.

8. All differentials shall be eliminated. In place of a differential, the following compensation shall be paid:

a) Guidance Counselors, School Psychologists and Social Workers:

i. 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 January 9, 2024, 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).

- ii. 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 January 9, 2024, 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).
- iii. Guidance counselors working during the summer recess will be paid the per diem rate.

b) Special Education Teachers:

- i. The preparation of I.E.P.'s pursuant to applicable state regulations, required parent conferences beyond the regular school day, appearances before the committee on exceptional children and related appeals, by special education teachers, taking place during the school calendar year, will be reimbursed at the contract hourly rate as referenced in Article XXII(G)(2), to a maximum of fifteen (15) hours.
- ii. 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 January 9, 2024, 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).
- iii. 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). Notwithstanding the foregoing, special education teachers may use both days of release time prior to February 1st each school year.

c) Committee on Special Education:

Members of the committee on special education shall be compensated at the contract hourly rate as referenced in Article XXII(G)(2).

Additional payment for one-half (1/2) hour of preparation time for each two (2) hours of meeting time shall be made at the contract hourly rate as referenced in Article XXII(G)(2) to the members of this committee.

9. Any teacher who is assigned another class period in addition to his normal load of five (5) class periods, plus one (1) supervisory/professional activity period, will receive a stipend equal to one fifth (1/5) of his/her annual salary.
 10. Unit members will receive, upon completion of their last year of service prior to retirement and upon prior notice, a sick day payout of fifty-two 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 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 within five (5) days of July 1st of the year notification is given.
 11. In the event that an active member of the Peekskill Faculty Association, who is on payroll, and who has served fifteen (15) years in the Peekskill City School District, becomes deceased, the spouse, authorized representative, or estate of the individual shall receive a payment equal to fifteen dollars (\$15.00) times the number of unused sick days up to a maximum of one hundred (100) days. For the purpose of this section, unused sick leave shall be calculated on the basis of total sick days earned up to the date of decease. Sick leave shall be earned at the rate of one tenth (1/10) of the total number of sick days authorized by contract per month. An individual must work for at least ten (10) days in a month in order to receive full credit for that month.
 12. 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.
- C. Professional staff members who are currently being paid at or reach the BA+60 level, upon presentation of the earned Master's Degree, shall be placed on the MA schedule.

- D. In-service credit may only be granted where there is at least a minimum of fifteen (15) hours of required classroom attendance and evidence is produced that such attendance requirement was completed.

All in-service work must receive the prior approval of the Superintendent or his/her designee which shall not be unreasonably denied.

- E. Evening School Teaching:

Teachers of this unit who are employed to teach in the Adult Education or Evening School Programs shall be given first consideration for these positions and shall be compensated at the contract hourly rate as referenced in Article XXII(G)(1).

- F. Payroll Dates: The District shall notify the members of this unit in advance of the school year as to the exact dates of salary payments. (Opening of School Bulletin)

1. Payment to be on the basis of:

- a) 1/26 of year's salary and 5/26 on the last pay day.
- b) 1/22 of year's salary on each pay day.

2. Whichever option is elected by the individual teacher shall remain in force for the entire school year. Continuing teachers who wish to change their option shall notify the Business Office in writing prior to receipt of the last paycheck in June.

3. In any of the options, if the payday falls on a day off, the teachers shall receive their checks on that day via direct deposit.

4. Final checks will be distributed to all teachers via direct deposit on the last official day of school.

- G. Hourly Rates: The following hourly rates shall apply:

1. **Teaching.** \$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 January 9, 2024, the hourly rate for teaching shall be increased to \$60.00 per hour. 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.** \$46.81 per hour for curriculum work, special education committee meetings

during school hours, preparation of IEP's, and staff development. Effective January 9, 2024, the hourly rate shall be increased to \$47.00 per hour. Effective January 9, 2024, with regard to special education teachers, occupational therapists, physical therapists, speech teachers, 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.** \$40.43 per hour in two (2) hour block of time for chaperoning, supervision and non-instructional contact time. Effective January 9, 2024, the hourly rate shall be increased to \$45.00 per hour.
4. **Teaching Assistants and Nurses.** \$45.90 per hour for teaching assistants and nurses.
 - a) Notwithstanding the foregoing, effective January 9, 2024, 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 January 9, 2024, special education teachers, occupational therapists, physical therapists, speech teachers, 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.

H. Summer School Salaries:

Should the District offer a summer school program, teachers will be compensated based upon the hourly rate as referenced in Article XXII(G)(1).

ARTICLE XXIII - INSURANCE

A. Health Insurance:

1. The Joint Governance Board shall be vested with the authority to determine the benefits the Plan will offer and to determine all questions regarding eligibility for benefits of all claimants including, but not limited to, retirees.

The Board, supported by member contributions, will pay the full cost of both the individual and dependent (family) health insurance plan as provided by the joint employer-employee trust fund established by the Putnam/Northern Westchester BOCES and its component districts subject to the following employee contribution amounts which shall be accomplished through payroll deduction. Employees will contribute sixteen and one-half percent (16.5%) of the cost of the health insurance plan as provided by the joint employer – employee trust fund established by the Putnam/Northern Westchester BOCES and its component districts. The aforesaid contribution shall increase to seventeen percent (17%) effective July 1, 2024, and eighteen percent (18%) effective July 1, 2025.

Nurses and Teaching Assistants will pay fifty (50%) percent of the premium contribution for health insurance that staff contribute (e.g., staff pay sixteen and one-half percent (16.5%) contribution, nurses and T.A.s pay eight and one-quarter percent (8.25%).

Unit members who work 0.5 to 0.9 FTE shall be permitted to access health insurance at a pro-rated premium. For example and example only, a teacher who works 0.5 FTE shall contribute 50% of the premium contribution rate, a teacher who works 0.6 FTE shall contribute 40% of the contribution rate, a teacher who works 0.7 FTE shall contribute 30% of the premium contribution rate, a teacher who works 0.8 FTE shall contribute 20% of the premium contribution rate and for 0.9 FTE or greater, a teacher would pay the current premium contribution rate.

2. The Plan as outlined in the Putnam/Northern Westchester Health Insurance Plan Agreement shall become effective on July 1, 1992.

3. Working Spouse Rule:

The terms and conditions of the Working Spouse Rule, attached hereto as Appendix C, as administered by the Putnam/Northern Westchester BOCES on behalf of the District, shall be deemed part of this Agreement and applied to the granting of health insurance. 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.

4. In the event the Joint Governance Board fails to extend this Agreement beyond June 30, 1995, the Plan benefits will be frozen, except that the UCR formulas, the indexing of deductibles and out-of-pocket annual maximum payments will continue to be adjusted as agreed to in the Plan Agreement.

The Plan benefits will remain frozen until there is a successor agreement by the Joint Governance Board to extend, amend, or terminate the Plan.

5. If the Peekskill City School District, after June 30, 1995, decides to withdraw from the Consortium, the District will be obligated to provide a plan of benefits equal to the plan of benefits in existence at the time of withdrawal.
6. Retired professional staff members will be entitled to the same health insurance benefits that are available to actively employed staff at the time of their retirement.
 - a) Retirees will contribute the same dollar amount in their first year of retirement as in their last year of active employment.
 - b) In their second year of retirement the retirees will contribute eighty percent (80%) of the amount paid in their last year of employment.
 - c) In their third year of retirement the retirees will contribute sixty percent (60%) of the amount paid in their last year of employment.
 - d) In their fourth year of retirement the retirees will contribute forty percent (40%) of the amount paid in their last year of employment.
 - e) In their fifth year of retirement the retirees will contribute twenty percent (20%) of the amount paid in their last year of employment.
 - f) After their fifth year of retirement the retiree will have no contribution for health insurance.
 - g) Should the employee switch the level of coverage the dollar amount will be adjusted accordingly.
 - h) Semiannual payments will be made July 31st and January 31st.
 - i) Notwithstanding Subsections "a" through "g" above, effective January 9, 2024, new employees hired on or after January 9, 2024, 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.
7. Members of this unit may at their option withdraw from the District's health insurance plan. For each year that a unit member does not participate in the health insurance plan, the unit member shall receive a cash payment of \$1,047.50 if covered by the family plan, or \$523.75 if covered by the

individual plan. The payment, in lieu of health insurance, will be made in two installments. The first installment will be included in the last paycheck received in January, and the second installment will be included in the last paycheck in June. These payments will be made for each year that the unit member remains withdrawn from the health insurance plan.

A unit member who has withdrawn from the insurance plan may re-enter the health insurance plan at any time, by notifying the Business Office in writing. Health insurance will become effective at the earliest date after receipt of written notification as permitted under the rules of the health insurance plan. In the case of re-entry, payments made for time withdrawn from the plan will be prorated.

8. Except as expressly amended in the Putnam/Northern Westchester Health Insurance Plan Agreement, the health plan benefits in effect as of June 30, 1992, shall remain in effect when the Joint Governance Board assumes jurisdiction over the Plan on July 1, 1992. Any change in any aspect of the Plan not specifically set forth in the Plan Agreement must be made by a majority vote of the full Joint Governance Board.
9. The parties agree to re-open negotiations respecting health insurance benefits to discuss the implications and consequences of the Federal Affordable Care Act and any changes to the health care plan made necessary by said legislation.
10. 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.

B. Tax Sheltered Annuities:

The Board will provide payroll deduction to any professional staff member who elects a Tax Sheltered Annuity program as endorsed by the Board and the Association. The number of offerings shall be limited to eighteen (18).

Any unit member who wishes to effect a change in a Tax Sheltered Annuity program shall file a written request with the Business Office who shall process same with the Payroll Department, so that the subsequent payroll check, after receipt of the written notice, shall reflect said change.

The enrollment periods for initiating a tax sheltered annuity will be the months of September and February. Applications must be filed in the Business Office between the first day and the last day of these months.

Tax shelter annuity deposits shall be remitted to the program by the District twice each month.

C. Personal Automobile:

Professional staff members who are approved to transport students in personal automobiles on school business shall be covered by a District policy.

D. Trust Fund:

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.

E. The District shall provide payroll deduction for membership in the Sunmark Credit Union.

F. The District shall provide a Section 125 plan at no cost to the District.

G. Section 41(j) Plan

Effective as soon as practicable following January 9, 2024, the District shall establish a Section 41(j) plan for those unit members eligible to retire into the New York State and Local Retirement System. Eligible unit members may apply unused accrued sick leave as additional service credit upon retirement, up to a maximum of 165 days, pursuant to Section 41(j) of the New York Retirement and Social Security Law of the State of New York. Unit members who exercise the foregoing benefit shall not receive the sick day payout set forth above in Article XXII, Section B(10) of this Agreement.

ARTICLE XXIV - MILEAGE ALLOWANCE

A. Personnel who have been approved by the Superintendent or his/her designee to use their own automobile for traveling on school business outside the District shall be compensated at the Board approved rate. Mileage allowances shall be paid within thirty (30) days of receipt of verified claim by the Business Office.

- B. Personnel who have been approved by the Superintendent or his/her designee to use their personal automobiles in traveling between assigned schools, together with any special demands, shall receive a mileage allowance at the Board approved rate per mile of approved travel after submission of a monthly log showing actual mileage use. This log will be submitted every month by said employee and will be processed by the District and paid to the employee within thirty (30) days of receipt.

ARTICLE XXV - DRUG TESTING

See Appendix B attached hereto for the process to be followed in the District.

ARTICLE XXVI - SECTION 204-a AMENDMENT TO THE TAYLOR LAW

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

ARTICLE XXVII - NON-CLASSROOM PERSONNEL

- A. The Nurses, Psychologists, Guidance Counselors, Librarians, Occupational Therapists, Physical Therapists, and Social Workers will receive all the benefits of this Contract unless specifically excluded.
- B. All terms and conditions of this Contract reasonably applicable to the Nurses, Psychologists, Guidance Counselors, Librarians, Occupational Therapists, Physical Therapists, and Social Workers may apply to them unless specifically excluded, i.e., lesson planning and preparation time.
- C. The Nurses' Salary Schedules for each year of the Agreement are attached hereto as Schedule C. Longevity for Nurses shall be the same as teachers.
- D. Social Workers, Librarians, Occupational Therapists, Physical Therapists, Guidance Counselors, and Psychologists will be treated as teachers.

ARTICLE XXVIII - TEACHING ASSISTANTS

The terms and conditions governing Teaching Assistants are as follows:

TEACHING ASSISTANT ARTICLE I - Recognition

- A. The title of teaching assistant is covered in the Recognition clause contained in the collective bargaining agreement.