

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE BOARD OF EDUCATION OF THE

WAPPINGERS CENTRAL SCHOOL DISTRICT

AND THE

WAPPINGERS CONGRESS OF TEACHERS

July 1, 2006 Through June 30, 2011

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**ARTICLE 1
PREAMBLE**

1.1 In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective harmonious working relationships between the Wappingers Central School District (hereinafter referred to as the "District") and its unit members represented by the Wappingers Congress of Teachers (hereinafter referred to as the "Congress"), and to enable such unit members to more fully participate in and contribute to the development of policies for the District so that the cause of public education may best be served in the District, this Agreement is made and entered into as of July 1, 2006, unless otherwise stated herein, by and between the District and the Congress.

**ARTICLE 2
RECOGNITION**

2.1 The District has recognized the Congress as the exclusive bargaining agent for a negotiating unit defined as classroom teachers, special area teachers, teachers-in-charge, librarians, guidance counselors, speech therapists, school psychologists, school social workers, regular substitutes, occupational therapists, physical therapists, occupational therapy assistants, and physical therapy assistants (hereinafter referred to as "unit members").

2.2 The District shall negotiate only with the Congress until such time as the Congress is replaced by another recognized or certified bargaining agent.

**ARTICLE 3
CONGRESS RIGHTS**

3.1 Deductions

Bimonthly, throughout the school year, the District agrees to deduct Congress dues, VOTE/COPE contributions, NYSUT Member Benefits payments, and United Way contributions from the salaries of unit members and to transmit these monies promptly to the appropriate agencies. Such deductions shall continue until revoked in writing. Authorizations for deductions for Congress dues, VOTE/COPE contributions, and NYSUT Member Benefits payments shall be made on forms prepared by the Congress and approved by the District. Newly hired unit members shall have 30 days after the first date of paid employment in which to present dues deduction authorizations to the District.

3.2 Agency Fee

The District shall deduct from the salary of any unit member who is not a member of the Congress, an agency fee as set forth by the Congress. These deductions shall be paid to the Congress in the same manner and at the same time as dues deductions are paid by Congress members. The Congress affirms that it has adopted such procedures for refund of agency fee deduction as required in Section 208(3)(b) of the Civil Service Law and any amendments thereto. This provision for agency fee deductions shall continue in effect as long as the Congress maintains such procedures.

3.3 Congress Representatives

In each school building, duly authorized Congress representatives shall be permitted to transact official business on school property provided that such transactions shall not interfere with or interrupt normal school operations, administration, or classroom instruction.

3.4 Meetings

The Congress shall have the use of building facilities for the purpose of meetings during the times when the buildings are manned by a custodial staff, provided permission is obtained reasonably in advance from the Building Principal and provided such use does not interfere with the instructional programs or previously scheduled programs. Such permission shall not be unreasonably withheld.

3.5 Bulletin Boards - Mail Boxes

The Congress shall have the use of bulletin boards located in areas designated as faculty work rooms and, also, individual unit members' mailboxes.

3.6 Orientation Program

On or before May 1 of each year, the Congress, through the Educational Development Committee, may present to the Superintendent of Schools a proposed orientation program for the commencement of the forthcoming school year.

3.7 District-Wide Committees

A. The Congress shall select the unit members for all District-wide committees sponsored by the Board of Education. For the purpose of this section, a District-wide committee shall be one which consists of equal numbers of board members and/or administrators and unit members and which is established for the purpose of issuing public reports. Such committees may also include community representatives.

In the event a committee is established by the Board through an open call for volunteers, the Congress shall have the right to designate a reasonable number of unit member representatives.

B. In addition to the committees established pursuant to paragraph A of this section, the President of the Congress and two members designated by the Congress President shall meet periodically with the Superintendent and two administrators designated by Superintendent to discuss matters of mutual concern.

3.8 No Reprisals

Neither the Congress nor the District shall take any action against any unit member because of the unit member's activities or lack of activity on behalf of the Congress.

3.9 Union Leave

A. The Congress President (a) if a secondary teacher shall be required to teach only three periods a day and shall be relieved of all other institutional or supervisory responsibilities, or (b) if an elementary teacher shall be assigned as a floating substitute for three days a week and shall be relieved of all other instructional or supervisory responsibilities. Effective with the 2008-09 school year, the Congress President (a) if a secondary teacher shall be required to teach only two periods a day and shall be relieved of all other institutional or supervisory responsibilities, or (b) if an elementary teacher shall be assigned as a floating substitute for two days a week and shall be relieved of all other instructional or supervisory responsibilities. However, in the event a certified and qualified replacement teacher cannot be obtained by the first day of any school year, that year the Congress President shall be required to substitute three days a week if an elementary teacher and teach three periods a day if a secondary teacher. The District may not arbitrarily reject an otherwise qualified applicant. For the purpose of this clause, Martin Scheinman shall retain jurisdiction for the resolution of any dispute. Changes in scheduling as a result of this section shall occur only on the first day of each school year at the elementary level and on the first day of a semester (in the case of semester courses) at the secondary level.

B. The District, in its sole discretion, may provide additional release time, without charge to leave credits, to members of the Congress to attend conventions and conferences of the New York State United Teachers or its affiliated organizations. Application for such release time shall be made to the Director of Human Resources.

3.10 School Calendar

The Superintendent of Schools shall meet with the Congress to discuss the school calendar for the following year, with respect to placement and purpose of the work days, prior to the Superintendent's meeting with other superintendents of the county. After the meeting of the county superintendents, the proposed calendar shall be presented to a committee of the Congress. The Congress shall then have an opportunity to discuss unresolved calendar matters with the Superintendent of Schools.

3.11 Copies of Agreement

All unit members now employed or hereafter employed by the District shall be given copies of this Agreement. A reasonable number of copies of the District's by-laws shall be reproduced at the District's expense and given to the Congress, when ready.

ARTICLE 4 TEACHERS RESPONSIBILITIES

4.1 The following duty areas shall be included in the teachers' work day:

A. Classroom instruction and related preparation, which shall be considered the primary job of the teacher;

B. Tutorial function;

C. Supervision:

(1) General responsibilities such as in-building and on-ground discipline as the need arises, attendance taking where appropriate in the areas of teaching and assigned duties, and protection of school property.

(2) Assigned Duties – Teachers shall be given a list of assigned duties by May 15 of each year and may indicate by the last day of school their preference for the following year’s duty assignment. Consideration will be given to honoring such requests, but the ultimate assignment decision shall be made by the building principal. Assigned duties shall include, in addition to teaching duties, such duties as proctoring, bus duty, hall duty, cafeteria, homeroom, playground supervision, library duty, emergency duties, and study hall. In addition, teachers may be assigned solely on a voluntary basis to a tutorial/study hall, at which students may receive additional instruction.

D. Communication

- (1) Parent
- (2) Community
- (3) Staff

E. Professional responsibilities:

- (1) Curriculum Development
- (2) Budget Development
- (3) Building staff meetings
- (4) District staff meetings

ARTICLE 5 POSTING OF VACANCIES

5.1 All vacancies in professional positions, other than classroom teaching positions, shall be publicized as follows:

A. Notice of the opening shall be publicized in the individual school bulletins and posted on the faculty/staff bulletin boards at least five school days before the vacancy is filled, except in emergency situations, where said date of anticipated appointment shall be announced. The Congress President shall receive copies of all posted notices and it shall be the Congress President’s responsibility to inform the members of the Congress of the posted notices.

B. The announcement shall clearly stipulate the qualifications for the position. All unit members who possess the stated qualifications, without regard to age, race, creed, religion, sex, or marital status, shall be permitted to file a written application within the time limit.

C. An applicant who does not meet the qualifications will not be appointed. When, as determined solely by the District, the qualifications of applicants are substantially equal, preference will be given to current unit members. The District reserves the right to reject all applications and republicize the vacancy.

D. In the event that a vacancy occurs during the summer vacation for a non-classroom unit position, notice thereof shall be posted in all administrative offices of the District and a copy sent to the Congress President via the mail.

5.2 Listings of teacher openings are to be sent interoffice to the Congress President at least five school days before such positions are filled.

ARTICLE 6 TEACHING CONDITIONS

6.1 School Year

The school calendar shall not contain more than 188 days. Any day of teacher attendance shall be a working day. The District shall compensate unit members at the rate of 1/200 of their salaries per diem for each working day in excess of 183 days.

6.2 School Day

The basic length of the school day shall be 7 hours. If a professional commitment requires a unit member's presence beyond the 7-hour time period, the administrator shall provide 48 hours notice to the unit member and shall schedule the commitment for no longer than 35 minutes in 2006-07 and for no longer than 45 minutes thereafter. No unit member shall be required to stay more than 2 days in any work week. Such professional time shall not be considered the exclusive time to schedule child study team or committee on special education meetings.

Grade 6 teachers assigned to provide instruction to students in the junior high schools shall be given no less than one preparation period for every three teaching days of the six- day cycle. Such preparation period shall be in addition to any other time to which the teachers may be entitled in accordance with 6.3B. In the event that secondary school scheduling is changed by the District, the Congress and District shall agree upon comparable scheduling for the 6th grade teacher consistent with the foregoing.

A joint committee shall be established by the District and the Congress to recommend revisions regarding scheduling of Grade 6 teachers in the junior high schools or middle schools, subject to the agreement of the District and the Congress. Such committee shall be comprised of three representatives appointed by the District and three representatives appointed by the Congress. In addition, the District shall appoint a chairperson of the committee, who shall serve as the seventh committee member.

6.3 Teaching Assignments

A.(1) The class load for all secondary school teachers shall be five assigned teaching periods, one duty period, and one duty-free uninterrupted lunch period per day. A full-time teacher of five classes per day shall not be assigned more than 150 students. Those teachers who have been assigned fewer than five teaching periods in a day (or 20 in a week) may be assigned additional duty periods. Within the limits established by Section 6.2, teachers may, in addition, be assigned to homeroom or an equivalent duty period either before classes begin or at the end of the school day. The schedule for physical education teachers shall be no more than 28 assigned periods per week. The entire 28 periods may be teaching periods.

(2) Upon notice to the Congress, the District may contact secondary teachers for the purpose of requesting that they teach a sixth class. Such requests shall be made only in an emergency or when the District is unable to hire a certified and qualified teacher to teach the class. Such assignments may be implemented only with the teacher's consent to so serve, shall last no longer than one school year, and shall be subject to the approval of the Board of Education. A teacher who so serves shall be relieved from duty and compensated one-fifth of his/her annual salary.

(3) Science teachers assigned to teach classes without laboratory sessions may also be assigned one class with laboratory sessions for an average class load of five and one-half periods per day. A teacher who so serves shall be compensated one-tenth of his/her annual salary.

B. All elementary school teachers, with the exception of kindergarten teachers (who receive preparation time between morning and afternoon sessions), shall receive not less than 180 minutes preparation time per week during the student day including a 30 minute preparation period daily. In addition, teachers will have a 45 minute uninterrupted lunch period. No elementary teacher shall perform cafeteria duty except in an emergency. In an emergency, elementary teachers may be asked to remain until school buses have departed, without additional compensation.

C. Each physical education teacher shall have a daily duty- free lunch period and shall have, on an average, a preparation period each day.

6.4 Assignments

Not later than May 30th of each year, each teacher will be notified as to the nature of his/her assignment for the following year to provide an opportunity to discuss such assignment with his/her Coordinator and/or Building Principal. The Principal and/or Coordinator will, on request, discuss with the teacher the reasons for the assignment and consider any requests for change of assignment from the teacher. Should re-scheduling become necessary over the summer, the teacher shall be promptly notified by mail and be given an opportunity to consult with his/her Coordinator and/or Building Principal. Final authority for assignments shall rest with the Coordinator or Building Principal.

6.5 Classroom Condition

Classes will not be held in any room in which conditions are below minimal health and safety standards as determined by appropriate public authority.

6.6 Faculty Rooms

The District will make every reasonable effort to see that each school has adequate lavatory facilities for faculty use only and at least one room designated as a faculty work room.

6.7 Curriculum Changes

The District will make every reasonable effort to include unit members in the consideration of curriculum changes.

6.8 Class Size

Elementary Grades

A.(1) With the exception of self-contained classes, inclusion classes described in D(1) below, large group instruction classes, such as, but not limited to, music (chorus, band, or orchestra) and physical education, it shall be the policy of the District to maintain the following loading limitations:

Kindergarten & Grade 1	- 25
Grades 2 & 3	- 26
Grades 4 - 6	- 27

(2) However, prior to October 1st of each school year, class loading limitations may be increased subject to the following:

(a) No individual classroom shall be increased by more than two students above the class loading limitations;

(b) On a building-wide basis, the total number of students above the loading limits shall not exceed the number of elementary classrooms to which the loading limitations apply, divided by two.

(3) On or after October 1st of each school year, increases above class loading limits in any individual class due to new enrollees shall be limited to two when there is room in a contiguous school to accommodate the enrollee and when such assignment does not result in family hardship.

(4) The foregoing limits can be exceeded for mainstreamed students who are assigned for a single instructional period.

(5) The District recognizes that "break out" areas may be an important part of the proper functioning of inclusion programs.

B. Within an elementary building, every reasonable effort will be made to equalize classes, provided, however, that after consultation with the affected teachers, differences in class size based upon educational considerations may be appropriate.

C. An elementary inclusion class staffed full-time with 1 regular education teacher, 1 special education teacher, and 1 teaching assistant shall have a maximum class size of 32.

Secondary Grades

D. With the exception of distance learning, self-contained, and large group instruction classes, such as, but not limited to, team teaching, music (chorus, band, or orchestra), and physical education, classes in grades 7-12 will be developed so as not to exceed a maximum class size average of 30 students per class computed as of October 1 of each school year on a per building basis.

E. Physical education classes shall have a maximum of 45 students per class at the secondary level.

All Grades

F. The District shall provide special education and related services to classified students in an amount appropriate to the types of services and individual needs of each student and shall comply with all statutory requirements regarding the number of classified students in any type class.

G. The parties recognize that, because of changing laws, regulations, judicial, and quasi-judicial decisions, flexibility is needed in the determination of the make-up of class configurations. In the event that configurations other than those specifically set forth herein are deemed necessary by the District, upon at least 60 days written notice to the Congress, the parties shall enter into good faith negotiations to resolve the matter of the impact of such different configurations.

H. The District and the Congress agree that smaller class size is advantageous to education. Both parties agree to the establishment of a joint committee to review class size issues. Such Committee shall be comprised of six representatives appointed by the District and six representatives appointed by the Congress, shall be formed after the completion of redistricting, and shall, within 90 days, make recommendations to the Board of Education designed to reduce and maintain smaller class sizes at all levels. The Board of Education will give serious consideration to these recommendations.

6.9 Teachers-in-Charge

"Teachers-in-Charge" shall have five classes, one lunch period, and one duty period as described in Section 6.3. The daily duty period for the "teachers-in-charge" will be for departmental duties or emergency substituting.

6.10 Substitutes

Every effort will be made to hire substitutes for absent teachers. In the event a teacher is required in a case where it is impossible to obtain a substitute to give up a preparation period in order to substitute, the teacher will be compensated at the rate of \$36 in 2006-07, \$37 in 2007-08, \$38 in 2008-09, \$39 in 2009-10, and \$40 in 2010-11 for each such preparation period.

6.11 Double Sessions

In the event of a double session, additional special teachers shall be hired in proportion to the enrollment and no special teacher shall be assigned to extra classes beyond the usual number taught in a regular session. In every building in which there is a double session, there shall be rooms exclusively used for music and rooms exclusively used for art.

6.12 Television

There shall be a television set in each school building to be used for aid in class instruction.

6.13 End of School Year

Elementary children shall be in attendance for half days during the last three days of the school year.

6.14 Resource Rooms

Every effort shall be made, where the need exists, to have a resource room in each building.

6.15 Enrollment Adjustments

The District shall make initial enrollment adjustments by the end of September.

6.16 Music and Art

In developing plans for new elementary schools, the District shall attempt to adapt some classrooms for music and art. This shall not compel the District to adapt classrooms for music and art exclusively.

6.17 Technology, Maintenance

On a building basis, an average of one period per week released from duty per technology teacher shall be allocated under the supervision of and at the discretion of the Building Principal.

6.18 Libraries

The District, recognizing the need and educational soundness of good libraries, will maintain at least one full-time certified librarian at each elementary school.

6.19 Proctoring

Proctoring assignments for final exams at the secondary level shall be distributed equitably among the teaching staff. Adaptive testing shall be considered as part of an individual teacher's proctoring assignment.

6.20 School Events

All unit members will be admitted free of charge to all District school sponsored events.

6.21 Budgets

The Building Principal and Coordinator shall discuss proposed changes in the instructional budget with teachers from each building and, during the summer, with the teachers' representative from each building, if available.

6.22 Conference Days

A. Subject to the availability of funds as hereinafter set forth, each school year each unit member shall be eligible to apply for professional conference days outside the District, provided, however, that requests for more than one conference day in any given school year shall be approved at the sole discretion of the Building Principal. Up to one-half of the total annual monies allocated to each building shall be made available for use in such building prior to the end of the first semester and the remaining balance of the monies allocated to each building shall be made available for use in such building during the second semester. Requests for attendance shall be made to the Building Principal at least two weeks in advance. Such days shall be noncumulative. Monies for expenses shall cover all approved costs for lodging, transportation, and registration fees (exclusive of membership fees). Meal costs shall be paid by the District up to a maximum as follows for a full conference and shall otherwise be within Board policy:

2006-07: \$40.00
2007-08: \$42.50
2008-08: \$45.00
2009-10: \$47.50
2010-11: \$50.00

B. No more than two percent of the members of the bargaining unit may be absent on conference leave on any day and the granting of such days is subject to the reasonable operating needs of the District.

C. The sum of \$50,000 shall be made available in 2006-07 and \$60,000 in 2007-08 and annually thereafter for unit member-initiated conferences, such sum to be distributed on a full-time equivalent basis.

6.23 Building Faculty Meetings

There may be one building faculty meeting each month of the school year, to be scheduled on the first Monday. Faculty meetings will be scheduled for one hour in duration. Additional meetings may be held in the event that an emergency situation arises that cannot be resolved during a regularly scheduled meeting or which requires resolution prior to the next regularly scheduled meeting. An agenda for each faculty meeting will be distributed to unit members by the end of the teacher work day on the Friday preceding the faculty meeting.

6.24 Release Time for Special Education Teachers

Special Education teachers who have 10 or more individualized education plans (IEPs) to write shall be granted one day of release time for the purposes of such IEP writing. Speech Therapists, School Social Workers, Occupational Therapists, and Physical Therapists responsible for input on more than 40 IEPs shall be granted one day of release time for the purpose of such IEP input. The day upon which such release time will be taken must be approved in advance by the building principal. During such release time, the unit member must be physically present in a school building and must be working on IEPs. A second release day may be granted by the Director of Human Resources upon the joint recommendation of the building principal and the Director of Special Education.

ARTICLE 7 TEACHERS-IN-CHARGE

7.1 Teachers-in-charge shall receive an annual stipend of \$1,911 in 2006-07, \$1,983 in 2007-08, \$2,059 in 2008-09, \$2,137 in 2009-10, and \$2,218 in 2010-11, in addition to what they would receive in their normal placement on the salary schedule.

7.2 The Coordinator and Building Principal shall jointly recommend to the Superintendent of Schools the necessity for additional professional help during July and August.

7.3 If the Superintendent of Schools concurs with the recommendations, the Superintendent shall request from the Board of Education approval to employ the required teachers-in-charge.

7.4 Upon approval of the Board of Education, the Coordinator shall notify the teacher-in-charge on or before July 1st of the minimum number of days of employment between July 1st and August 31st.

7.5 Those teachers-in-charge who are selected to work during July and August shall receive 1/200th of their salary, including the stipend, for each day worked.

7.6 The duties and responsibilities of the teacher-in-charge will be developed by mutual agreement and made a part of the by-laws of the District.

ARTICLE 8 SALARIES

8.1 Unit members shall be paid in accordance with the salary schedules attached hereto as Appendices I, II, III, IV, and V. Unit members will be advanced to the appropriate salary schedule in accordance with their education, training, years of experience, and performance in the District. Any unit member who has been on the top step of the salary schedule for four or more years shall receive an addition to salary in the following amount for the year indicated:

2006-07: \$2,400
2007-08: \$3,950
2008-09: \$6,200
2009-10: \$7,800
2010-11: \$9,150

Occupational therapists, physical therapists, and therapist assistants shall be paid in accordance with the salary schedules attached hereto as Appendix VI.

8.2 No unit member shall be hired or advanced beyond Bachelors plus 60 or Masters plus 60 on the salary schedule. However, any unit member being compensated as of June 30, 1998 beyond Bachelors plus 60 or Masters plus 60 shall continue to be compensated at that rate and shall not advance further.

8.3 If the District hires an individual without experience appropriate to the position for which the individual is being hired and places the individual above the first service year, or hires an individual with experience appropriate to the position for which the individual is being hired at a row above the individual's years of such previous experience, the Superintendent of Schools shall notify the Congress within 30 days of employment. No more than ten years experience credit shall be given under this clause to unit members other than occupational therapists, physical therapists, and therapist assistants. No more than five years experience credit shall be given under this clause to occupational therapists, physical therapists, and therapist assistants.

8.4 A unit member shall be given credit for a full semester or year worked if the unit member is actually employed for 75 percent or more of the semester or year in question. A part-time unit member, other than occupational therapists, physical therapists, and therapist assistants, shall be given credit for a full semester or year worked if the unit member is actually employed 3-3/4 months (for a semester) or 7-1/2 months (for a year).

For the purpose of initial placement on the salary schedule, occupational therapists, physical therapists, and therapist assistants who have been employed by the District as part-time therapists and assistants shall receive one year of service credit for each year of part-time employment in the District if the therapist's/assistant's total annual earnings for such service for the school year in question was greater than or equal to 75% of the applicable regular hourly rate times 7 times 180.

8.5 Payment for graduate credits only shall be in groups of three at the rate of \$163 in 2006-07, \$166 in 2007-08, \$170 in 2008-09, \$173 in 2009-10, and \$177 in 2010-11. Salary adjustments for additional credits or advancement to a new column shall be made on September 1st and February 1st only. For unit members other than occupational therapists, physical therapists, and therapist assistants, payment for academic credits shall be for the courses previously approved by the Superintendent of Schools or the Superintendent's designee, which approval shall be given if the Superintendent of Schools agrees the course is (a) toward completion of certification in the unit member's field, (b) in methods, techniques, or philosophy of classroom teaching or the unit member's special field, (c) for an advanced degree in the unit member's major, (d) related to the unit member's subject area, or (e) an administrative course commencing after September 24, 2007, provided the unit member is matriculated in a program leading to administrative certification. For occupational therapists, physical therapists, and therapist assistants, payment for academic credits shall be for the courses previously approved by the Superintendent of Schools or the Superintendent's designee, which approval shall be given if the Superintendent of Schools agrees the course is (a) for an advanced degree in the therapist's/assistant's field, or (b) related to the therapist's/assistant's field. The Superintendent of Schools' approval shall not be unreasonably withheld.

The Congress and the District agree to the establishment of a joint committee comprised of five representatives of the Congress and five administrators to establish criteria and compensation for advanced certificates for all unit members including those who have reached the maximum of 60 credits.

8.6 A. A unit member's monetary advancement in the 4th, 7th, 10th, 13th and 16th years of credited service in the District shall be contingent on continuous satisfactory performance. In the event a unit member is rated unsatisfactory, the unit member shall receive no salary increase for that year and monetary advancement shall continue to be withheld until satisfactory performance is resumed. A unit member's salary after monetary advancement has been withheld shall be the base for increases the following years.

B. Co-curricular activities shall not be a consideration for purposes of this section.

C. In the event a unit member's professional performance is considered unsatisfactory, the immediate supervisor or Building Principal shall advise the unit member thereof in writing and confer with the unit member to assist in improvements prior to February 1.

D. In the event that improvement is not evident, the immediate supervisor or the Building Principal shall advise the unit member thereof in writing, by April 1st, which writing shall refer to the possibility of the issuance of a notice of intent to withhold monetary advancement. Such writing shall describe specific areas requiring improvement.

E. In the event that the unsatisfactory performance continues, the immediate supervisor or the Building Principal shall again confer with the unit member at which time further constructive remedies will be offered. If the unsatisfactory performance still continues, the immediate supervisor or Building Principal shall issue a notice of intent to withhold next year's monetary advancement no later than May 1st. Prior to such notice, the unit member shall have full opportunity to meet informally to discuss the problem with the immediate supervisor or Building Principal.

F. In the event that a formal letter of intent is filed in the unit member's file, such notice of withholding of monetary advancement shall be reviewable by a special review panel and shall not be subject to the grievance procedure of this Agreement.

G. A panel of one representative selected by the Congress and one representative by the District shall be convened. Said panel shall be chaired by an impartial chairman selected from a list of mutually acceptable persons residing within the District. If such person cannot be mutually agreed upon, the AAA or PERB shall be used. The panel shall afford full opportunity to representatives of the parties to present their views concerning the alleged unsatisfactory performance and the withholding of said monetary advancement.

H. The panel shall, within five days after hearing the matter, present its decision to the parties and to the District and to the Congress. The panel shall determine only whether the monetary advancement shall be withheld.

I. In the event that the panel finds that full monetary advancement shall be granted, all writings pertaining to the matter shall be removed from the unit member's personnel file.

J. The procedures set forth above shall apply each and every year an individual unit member is not granted full monetary advancement.

8.7 Unit members shall be paid every other Friday, beginning in September, on either a 10 or 12 month yearly basis, as each may elect. Effective with the 2008-09 school year, unit members shall be paid from September through June on the 15th and the 30th of each month, on either a 10 or 12 month yearly basis, as each may elect. New unit members shall make such election at the time of appointment. The District shall notify unit members each June that changes in such election for the coming school year must be submitted in writing to the Business Office no later than August 15. Effective January 1, 2008, 100% direct deposit of paychecks to the financial institution of the unit member's choice shall be required.

8.8 The District will provide a statement with the first paycheck a unit member receives at the time of each salary schedule change indicating the basis for the unit member's salary. The statement shall indicate the unit member's row and column on the salary schedule and the number of graduate credits and/or clock hours the unit member has accumulated.

8.9 Inservice

A. The District recognizes the importance of encouraging participation in inservice courses, workshops, and programs. It retains the right, however, (a) to approve or reject the granting of inservice credit for inservice courses, workshops, and programs and (b) to assign inservice credit to approved courses, workshops, and programs. The District shall provide for consistent application of its procedures for approval, rejection, or assigning credit.

B. Unit members desiring to participate in inservice courses, workshops, or programs and in obtaining inservice credit pursuant to paragraph G of this section must request approval through the use of appropriate forms prior to participation in the course, workshop, or program.

C. The District shall grant inservice credit for approved courses, workshops, or programs taken on days when school is not in session or for those taken before and/or after the workday. The District may approve inservice credit for District supported or initiated workshops or programs held during the work day and shall make its approval known prior to such workshops or programs. Inservice credit shall not be granted for courses for which graduate credit is given or for in- or out-of-District conference days when school is in session.

D. The Superintendent reserves the right to approve or reject inservice credit for District supported or initiated programs taken during the workday. Decisions granting or rejecting inservice credit during the workday by the Superintendent shall be made prior to District initiated unit member participation.

E. The District will not require inservice instruction other than which currently exists, except where mandated by law, State Education Department regulations, or maintenance of certification requirements.

F. Procedures for the distribution of notices of District sponsored inservice programs shall be discussed at the Educational Development Committee. Such procedures shall include notice of such programs to the Congress.

G. To receive credit on the salary schedule for inservice courses, such courses must be previously approved by the Superintendent of Schools and must be satisfactorily completed by the unit member.

8.10 Summer School

Should the District run a summer school program, it shall be considered bargaining unit work. Compensation shall be at the rate of \$32 per hour in 2006-07 and 2007-08 and \$37 per hour in 2008-09 and thereafter.

8.11 Mentors of New Bargaining Unit Members

Bargaining unit members who serve as mentors shall have the option of receiving 45 clock hours of inservice credit or \$1,000 for 40 hours of mentoring. Unit members paid at or above B+60 or M+60 shall receive a stipend of \$1,000 for 40 hours of mentoring.

When a bargaining unit member mentors a new bargaining unit member assigned to another school, mileage reimbursement shall be paid to the mentor at the rate established by the Internal Revenue Service for traveling to the site of the new bargaining unit member.

8.12 National Board Certification

Unit members who achieve National Board Certification shall be paid an additional \$5,000 per year. Such unit members shall be required to serve as mentors and shall be compensated in accordance with Section 8.11 above. If a mentor assignment is available but is declined, the unit member shall be compensated at one-half the above rate. If no mentor assignment is available, the unit member shall receive the full rate. Travel time and distance to the mentor assignment shall be reasonable. This provision shall terminate should the requirements for National Board Certification be substantially diminished. Upon such termination, unit members enrolled in a program leading to National Board Certification may continue in the program and receive the stipend subject to the requirements set forth above.

ARTICLE 9 SALARY ELECTIVE PROGRAM

9.1 A unit member who meets all three of the following eligibility requirements:

- (1) 15 years of District service,
- (2) 20 years of member service in the New York State Teachers' Retirement System, and
- (3) eligibility for a service retirement pursuant to the rules and regulations of the New York State Teachers' Retirement System,

and who meets one or more of these eligibility requirements for the first time during the life of this agreement and who retires from District service on June 30 of the school year during which the unit member first meets all three of these eligibility requirements, shall be eligible for a termination bonus of \$20,000, to be paid within 30 days of such retirement, provided the unit member shall have submitted to the Superintendent of Schools by February 1 of the applicable year, the unit member's

written statement of intention to retire, and shall have submitted to the New York State Teachers' Retirement System by April 15 of the applicable year, the unit member's retirement application, both effective on the following July 1.

The election of a unit member who, prior to July 1, 2007, met the eligibility requirements as set forth above to decline the benefits of the Salary Elective Program and continue employment shall remain final. Such unit member shall continue to receive an additional \$7,000 per year for up to three consecutive years of continuing employment following the year of eligibility. Upon conclusion of the third year of additional payments, the unit member shall retire with the New York State Teachers' Retirement System. Nothing herein shall preclude the unit member from retiring at any time prior to the conclusion of the third year. Any unit member who notified the District of such election and who began receiving additional payments during the 2007-08 school year shall have the right to revoke such election in writing no later than October 24, 2007, provided the unit member repays within 30 days any payments already received.

Article 9 is not applicable to occupational therapists, physical therapists, or therapist assistants.

ARTICLE 10 FRINGE BENEFITS

10.1 Health Insurance

A. The District shall pay the following percentage of the premium for single or family coverage for unit members participating in the Dutchess Educational Health Insurance Consortium Alternate PPO Plan, CDPHP Plan, or MVP Health Plan and the benefits such plan provides into retirement:

2006-07: 95.0%
2007-08: 91.5%
2008-09: 90.5%
2009-10: 90%
2010-11: 90%

Retired members of the bargaining unit and members of the bargaining unit as of September 24, 2007 shall retain the retirement premium benefits under which they retire. Unit members who enter the bargaining unit after September 24, 2007 shall retain the retirement premium benefits under which they retire provided they have 10 or more years of bargaining unit service in the District.

B. As of April 1, 1995, no member of the bargaining unit, active or retired, shall be covered under more than one health insurance plan provided by the District. Any member of the bargaining unit who is actively employed and eligible as of April 1, 1995 to be covered under both his/her own District-provided plan and under another District-provided plan and who withdraws, is withdrawn from, or is not enrolled for his/her own plan as of April 1, 1995 shall receive an annual payment of \$2,500 during his/her period of active employment in the bargaining unit as long as he/she is not enrolled for his/her own plan. Nothing herein shall prevent any member of the bargaining unit, active or retired, from re-enrolling for coverage, without interruption, should he/she become ineligible for coverage under the family plan of his/her spouse.

C. Each unit member, other than those eligible for the \$2,500 annual payment as stated in 10.1(B), who participated in the District's health insurance plan on January 1, 1988, or who first entered District service subsequent to July 1, 1988, and can demonstrate proof of alternate coverage, shall have the option of withdrawing from such plan and shall execute any and all documents necessary to effect such withdrawal. In the event of such withdrawal the unit member will not be eligible to receive the health insurance benefits provided by Section 10.1 and shall receive, in lieu thereof, the sum of \$1,000 per annum if such unit member had family or two-person coverage or \$500 per annum if such unit member had single coverage. Such sums will be paid in February and June. A unit member having withdrawn pursuant to this paragraph may rejoin the plan only upon repayment to the District of all sums paid to the unit member during the then current school year.

10.2 Workers' Compensation

Unit members who are injured in the course of their employment and who are entitled to Workers' Compensation shall return to the District any benefits paid under Workers' Compensation for loss of wages for the time for which the unit member receives full sick leave pay. Unit members shall be entitled to retain any schedule awards received at any time and shall also be entitled to retain any benefits paid under Workers' Compensation for loss of wages during the time in which sick leave is not granted. No sick leave shall be charged for the amounts of compensation returned to the District.

10.3 Tax Sheltered Annuities

The District agrees to withhold from the salary the necessary contribution required to sustain membership in a tax- sheltered annuity plan for unit members participating in the plans selected by the unit member and to forward such contribution to a sole agent.

10.4 The District agrees to deduct payment for United States Savings Bonds from the salary of any unit member requesting such deduction.

10.5 Welfare Trust Fund

A. A welfare trust fund has been established by an "Agreement and Declaration of Trust" dated the 12th day of August 1974. It shall be administered by the Congress with trustees elected by the membership of the Congress. Said trustees shall determine the benefits and/or insurances to be purchased.

B. The District shall make one payment by November 1 in the following amounts for each full time bargaining unit member:

2006-07: \$ 950
2007-08: \$1,050
2008-09: \$1,135
2009-10: \$1,220
2010-11: \$1,305

C. Financial records of the Welfare Trust Fund shall be made available to the District for periodic audit.

D. The Welfare Trust Fund shall be used to purchase insurance, for example: dental insurance, life insurance, optical insurance, drug insurance, disability insurance, income protection insurance, legal services insurance, or combinations thereof.

10.6 IRS Code 125 Plan

The District will offer unit members the opportunity to participate in a full IRS Code 125 Plan.

ARTICLE 11 LEAVE BENEFITS

11.1 Sick Leave

A. Unit members shall receive 14 days of sick leave at the beginning of each school year, in addition to carrying over all presently accumulated sick leave. Notwithstanding this provision, unit members who do not work for the full teacher work year shall receive a prorated number of sick leave days.

B. Upon reaching or obtaining tenure in the District, the unit member shall receive a bonus of 14 days over and above what he/she would normally receive on July 1 prior to the receipt of tenure.

C. Unused sick leave may be accumulated without limit.

D. The District will not routinely require proof of illness of three days or less, provided, however, that nothing herein shall prevent the District from requiring such proof in any specific case or when sick leave is used, either by itself or in combination with other leaves, to bridge the gap between a school holiday and a weekend.

11.2 Sick Leave On Retirement

A. Any unit member who is a Tier 1 or Tier 2 member of the New York State Teachers' Retirement System or, in the case of occupational and physical therapists and assistants, of the New York State Employees' Retirement System, who has been employed in the District for 15 or more years (or, for employees who were in District service on or before June 30, 1988, 10 years), who submits to the Superintendent of Schools a written statement of intention to retire under the New York State Teachers' Retirement System, will be eligible for retirement year allowance provided notice is given to the Superintendent by February 1st of the school year in which said unit member shall retire or, in the event of a mid-year retirement, by the first teacher work day in September. Payment will be made within 30 days of the date of such retirement. No unit member will be eligible for payment unless he/she retires at the end of a semester. In an emergency and at the discretion of the Superintendent, the dates for notice and the effective date of the retirement may be waived.

B. The retirement allowance for Tier 1 and Tier 2 unit members will be based on the unit member's accumulated number of sick days and will be paid at the rate of 40% of the number of accumulated sick days multiplied by the unit member's daily rate to a maximum of \$225. If the unit member has not accumulated at least 50 sick days, said unit member will not be eligible for this retirement allowance.

C. Any unit member who is a Tier 3 or Tier 4 member of the New York State Teachers' Retirement System or, in the case of occupational and physical therapists and assistants, of the New York State Employees' Retirement System, who has accumulated at least 50 sick days but less than 100 sick days shall have the option of selling back to the District up to 4 days each school year at the rate of \$225 per day. Tier 3 or Tier 4 unit members who have accumulated at least 100 sick days shall have the option of selling back to the District up to 6 days each school year at the rate of \$225 per day. The unit member must carry over at least 5 days from the allotment for the year for which the option is exercised. In addition, any Tier 3 or Tier 4 unit member who has in excess of 100 days shall have the option, on a one-time basis, to sell back to the District any additional days in excess of 100 at the rate of 40% of the number of days sold back multiplied by \$225 per day. Unit members exercising these options must notify the District of their intention no later than November 15. The appropriate forms to do so will be issued to unit members no later than October 15.

All such payments shall be placed in a 403(b) plan (tax-sheltered annuity) of the member's choice, providing such plan is on the list of tax-sheltered annuity providers approved by the District. The District shall make such payments no later than February 1 of the following calendar year.

11.3 Sick Bank

A. The sick bank will continue in effect with the number of days in existence on June 30, 2001. All new unit members may join the sick bank by voluntarily contributing two sick days. In the event the sick bank drops to 200 days, the trustees shall afford the opportunity to all unit members, within 30 days, to voluntarily contribute two additional sick days to replenish the bank.

B. Unit members electing to participate in such sick bank shall submit to the District, within 30 days of the start of the school term, a written waiver of two days of their prior sick leave accumulation.

C. All unit members shall be eligible to participate, but unit members not electing to waive two days from their accumulated sick leave at the time of replenishment shall not be eligible to draw from the bank once the 200 days remaining have been exhausted.

D. The bank shall be administered by a committee of two administrators appointed by the District and two unit representatives appointed by the Congress.

E. Withdrawals from the sick bank shall be limited to unit members who are involved in extended illnesses or accidents and who have first exhausted their accumulated sick leave time.

F. No participating unit member can draw more than one-third of the total days in the sick bank, except by unanimous agreement of the administrating committee.

G. Sick bank days shall be granted only for the personal illness of the unit members.

H. When a unit member who has been in the bargaining unit more than 5 and less than 20 successive years resigns from the District, one-fifth of the unit member's sick days will be transferred to the sick bank. A maximum of 20 days may be contributed. "Resigns" does not include retirement, termination, or being excessed.

11.4 Illness in the Immediate Family

In the event of illness in the immediate family or person residing with the unit member, a maximum of 14 days will be granted from available sick leave days. Immediate family will be defined as: spouse, child, parent, or sibling.

11.5 Personal Business Leave

Unit members may use two school days for personal business during the school year without loss of pay. Personal business leave shall be used for personal business which can only be accomplished during the school day. Except in an emergency and with the approval of the Building Principal or the Superintendent or his/her designee, personal business leave may not be taken on the day before or after a holiday or recess period. Personal business leave shall not be used for vacation or for outside employment. Except in an emergency, at least two days advance notice shall be required. Unused personal business days shall be added to a unit member's accumulated sick days at the end of each school year.

11.6 Bereavement Leave

In the event of death in the immediate family or person residing with the unit member, a maximum of five consecutive days will be granted for attendance at the funeral and a period of mourning. Immediate family will be defined as: spouse, child, parent, sibling, parent-in-law, sibling-in-law, grandparent, and grandchild.

11.7 Funeral Leave

A unit member may use a maximum of three days of accumulated sick leave in any school year to attend funerals of individuals other than immediate family members or persons residing with the unit member.

11.8 Jury Duty Leave

Unit members serving on jury duty shall be granted leave without financial loss or loss of sick leave.

11.9 Subpoena

On proof of the necessity of attendance in court pursuant to a subpoena in a proceeding to which the unit member is not a party, leave shall be granted for such appearance without charge to other leave credits, provided that such unit member shall have agreed, in writing, prior to and as a condition of the granting of such leave, to deliver to the Superintendent for deposit in the general fund of the District all fees paid to the unit member for such attendance.

11.10 Title VII Accommodation Leave

Bargaining unit members who require Title VII Equal Employment Opportunity Act accommodations shall be entitled to up to three accommodation days with full pay each school year provided that at least five days advance notice with reasons for such intended use is given to the District, where practicable. The past practice of individuals as it relates to time off for such accommodations will be considered as evidence of such requirement. Such leave requests shall not be unreasonably denied.

11.11 Child Rearing Leave

A. Prior to or upon completion of the period of temporary disability or upon exhaustion of sick leave credits, whichever is earlier, a unit member, upon request, will be granted a leave of absence without pay for the purpose of child rearing. Such leave of absence may be in addition to the period the unit member is entitled to leave under the Family & Medical Leave Act (FMLA) but shall not be for a period longer than two consecutive years.

B. A unit member may return from such leave of absence only at the beginning of a school year unless otherwise agreed to by the Superintendent, except when a unit member's entitlement to leave under FMLA due to the birth or adoption of a child commences on or after the first teacher work day of the school year and ends prior to the last work day of the first semester, the unit member shall have the option of requesting instead a child rearing leave with a return date on the first day of the second semester of such school year. Such request must be submitted prior to the commencement of the leave. Once such request is approved by the Board of Education, the unit member shall not be eligible for any further extension of child rearing leave, except in an emergency and at the sole discretion of the Board of Education.

C. A unit member on child rearing leave of absence who is eligible for an additional school year of leave, must by April 1 either submit a written request for extension of leave through the following school year or notify the District in writing that he/she intends to return to work in September. Such election shall be final, except in an emergency and at the sole discretion of the Board of Education. In the event a unit member requests a child rearing leave of absence that commences after April 1, the unit member shall in his/her written request either specify he/she is requesting leave through the following school year or state that he/she intends to return to work in September. Such election shall be final, except in an emergency and at the sole discretion of the Board of Education.

D. Any extension of child rearing leave, even within the two-year maximum, shall be at the discretion of the Board of Education.

E. During the period of child rearing leave, the unit member shall be eligible to continue his/her health insurance coverage under COBRA.

11.12 Return From Leave

A unit member returning from sick leave or leave of absence without pay in accordance with Section 11.11 will be entitled to the following employment rights:

- A. If the leave was wholly charged to sick leave credits or included a leave of absence without pay of one semester or less during the school year, the unit member shall be returned to the same position occupied at the time the leave commenced.
- B. If the leave included a period of leave of absence without pay of longer than one semester during the school year, the unit member will be returned to a position within his/her tenure area.

11.13 Other Leave

In its discretion, the District may grant leave for any reason, with or without pay, upon application to and approval by the Superintendent and the Board.

11.14 Abuse of Leave Benefits

Sick leave benefits may be used by unit members only when unable to work due to personal illness or illness of an immediate family member as defined in 11.4 or due to necessary medical appointments. Use of sick leave benefits for any other purpose shall constitute an abuse of leave benefits.

The abuse of leave benefits provided by this Article shall be cause for the imposition of discipline.

ARTICLE 12 UNIT MEMBER EVALUATION

12.1 Except as provided herein, unit member evaluation shall be governed by the Wappingers Congress of Teachers Performance Appraisal System 2000. Copies of the applicable forms contained in the Performance Appraisal System are available from any administrator or the Office of Human Resources.

No later than November 20, 2007, a joint committee shall be established by the District and the Congress to revise the Performance Appraisal System 2000. Such committee shall be comprised of six representatives appointed by the District and six representatives appointed by the Congress. In addition, the District shall appoint a chairperson of the committee, who shall serve as the thirteenth committee member. The current appraisal system shall remain in effect until a new appraisal system is developed and agreed to by the District and the Congress.

12.2 Formal observations of unit members shall be for a reasonable period of time. Probationary unit members shall be observed at least twice a year and, during the last three months of the school year, each probationary unit member shall receive a written evaluation report, which shall have as its conclusion one of the following ratings:

- (A) Satisfactory: Continued performance on a comparable level will, in all likelihood, result in tenure;
- (B) Doubtful: Continued performance on a comparable level may result in a denial of tenure;
- (C) Unsatisfactory: Unless there is a substantially improved performance, tenure will be denied and immediate dismissal may result.

Article 12.1 is not applicable to occupational therapists, physical therapists, and therapist assistants.

12.3 If applicable, the written report shall specifically indicate areas of unsatisfactory performance and specific suggestions for improvement. This report shall be filed in the Superintendent of Schools' file. At the time the annual evaluation report is presented to the unit member, the unit member may have, at the unit member's request, a conference with the applicable Building Principal and/or Coordinator.

Article 12.2 is not applicable to occupational therapists, physical therapists, and therapist assistants.

12.4 As soon as possible, but within 10 school days after a formal observation is conducted, the results of the formal observation shall be submitted to and discussed with the unit member and the unit member shall receive a signed copy of the formal observation form.

12.5 No memorandum, note, materials, statement, evaluation, or report relating to a unit member's service, character, conduct, or personality shall be placed in the Superintendent of Schools' file unless the unit member is given an opportunity to read the material. The unit member shall acknowledge in writing that the unit member has read such note, material, statement, evaluation, or report and may append any statement the unit member may wish to make within 5 days of receipt. Such acknowledgment or statement, if any, shall become a part of the unit member's file. The signing of a report by a unit member, if it contains material derogatory to the unit member's conduct, service, character, or personality, shall in no way indicate agreement with the contents of the report.

12.6 Only the Superintendent of Schools' file shall be used in a disciplinary proceeding and any memorandum, material, or notes contained in the file shall not be used as official records in a disciplinary proceeding or official hearing or trial except as such material has been reviewed by the unit member as provided above.

12.7 A unit member shall have the right to examine the Superintendent of Schools' file relating to the unit member at reasonable intervals upon request to the Superintendent of Schools. A unit member's personnel file shall not be opened to public inspection.

12.8 Participation in voluntary, extra-curricular, community, church, social activity, or any Congress activities shall not be considered in evaluating unit member performance.

12.9 Only certified members of the administrative staff shall evaluate unit members other than occupational therapists, physical therapists, and therapist assistants.

12.10 Administrators shall place in a unit member's file, information of a positive nature indicating special competence, achievement, performance, or contribution of an academic or professional nature. Any such materials received from a competent, responsible outside source may be included in a unit member's file by the administration or upon request of the unit member.

12.11 A member of the Congress may, with the unit member's written request, accompany the unit member and review the file in the Superintendent of Schools' office.

12.12 All monitoring and observation of work and performance of unit members shall be conducted openly with the full knowledge of the unit member. Neither the public address system nor any other similar surveillance device or system shall be used for observation or evaluation purposes without the prior consent of the unit member.

12.13 On a denial of tenure, or on a denial of permanent appointment in the case of occupational therapists, physical therapists, and therapist assistants, there shall be, at the unit member's request, a conference with the applicable Principal and Coordinator, at which time reasons for denial of tenure or permanent appointment may or may not be given.

12.14 The Congress recognizes the right of the District to establish the criteria for evaluation and the District recognizes that the procedures for evaluation may require negotiation with the Congress prior to implementation.

ARTICLE 13 FAIR DISMISSAL

13.1 The District will abide by all provisions of the Education Law in the termination of non-tenured unit members. The procedure used to dismiss non-tenured unit members shall be subject to the provisions of the grievance procedure, but the question of justification for not renewing such employment shall not be subject to the grievance procedure.

Article 13.1 is not applicable to occupational therapists, physical therapists, and therapist assistants.

13.2 Occupational therapists, physical therapists, and therapist assistants who have successfully completed a 26-week probationary period shall not be disciplined without just cause. For disciplinary grievances, the grievant shall elect to pursue his/her rights under this agreement or by statute, but the election of one remedy shall preclude the use of the other.

ARTICLE 14 EDUCATIONAL DEVELOPMENT COMMITTEE

14.1 The District and the Congress agree that the professional personnel are, and should continue to be, a major source of developments and innovations in improving the educational programs carried on in the District. The parties agree further that it is important for the professional personnel to participate in the overall coordination of studies, projects, and other activities directed toward the development, improvement, and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing, and introduction of new programs, and toward research in pertinent educational areas.

14.2 Accordingly, the District and the Congress agree that an Educational Development Committee shall be established from the professional personnel of the District, to consist of 12 members of whom six shall be designated by the Congress and six by the Superintendent of Schools. At least four of the latter shall be from the administrative unit. The chairman of this committee shall be one of the designated committee members and shall be appointed by the Superintendent of Schools.

14.3 This committee shall establish its own times of meeting and rules of procedure. This committee shall consider all proposals from any source respecting curriculum, teaching methods, aids and materials, and any other matter pertaining to the improvement of the educational programs carried on or proposed to be carried on in the District. Where a proposal is made that a specific subject be studied by a particular person or a group of persons, this committee shall receive and review the results of each study and will endeavor to avoid duplication or repetition of effort.

14.4 This committee shall regularly report to the Superintendent of Schools the matters it is considering and its recommendations respecting the same. All recommendations from the committee will be submitted in writing to the Superintendent of Schools for transmittal to the Board.

14.5 In each school building within the District, there shall be a subcommittee of the Educational Development Committee, consisting of professional staff which shall consider matters pertaining to the improvement of the educational program in that building. Membership on the subcommittee shall be on a voluntary basis. All recommendations from the subcommittee shall be submitted in writing to the Principal of the school building and a copy of such recommendations shall also be sent to the Educational Development Committee.

14.6 If the Principal and the subcommittee cannot reach agreement on the recommendations, the subcommittee may send copies to the Superintendent of Schools.

14.7 The Educational Development Committee may make recommendations with regard to the qualifications of principals, assistant principals, coordinators, teacher coordinators, teachers-in-charge, and athletic coaches.

14.8 The Congress shall have the right to make recommendations to the Educational Development Committee with regard to the adoption or use of Federal and State programs.

14.9 Nothing herein shall interfere with the administration's or Board's exercise of its authority or prerogative under New York State Law.

ARTICLE 15 EXTRA-CURRICULAR INTRAMURAL COMPENSATION

15.1 Compensation for recognized interscholastic athletic programs shall be set forth in Salary Schedule E.

15.2 The activities set forth in Salary Schedule F are recognized as those requiring hours of service beyond the regular school day and compensation for those activities shall be as set forth in Salary Schedule F.

15.3 Compensation for additional extra-curricular activities shall be as set forth in Salary Schedule G.

No later than November 20, 2007, a joint committee shall be established by the District and the Congress to recommend revisions to the allocations as set forth in Salary Schedule G effective with the 2008-09 school year. Such committee shall be comprised of six representatives appointed by the District and six representatives appointed by the Congress. In addition, the District shall appoint a chairperson of the committee, who shall serve as the thirteenth committee member. The current allocations of Salary Schedule G shall remain in effect until new allocations are developed and agreed to by the District and the Congress.

15.4 Home teaching and summer curriculum development shall be paid at the rate of \$25.83 per hour through September 24, 2007, at the rate of \$27.50 per hour effective September 25, 2007 through June 30, 2008, and at the rate of \$29 thereafter. Pay for chaperoning, riding a bus, and all other activities assigned by the administration shall be at the following rates:

2006-07: \$12.83 per hour or fraction thereof to a maximum of \$102.64 per day
2007-08: \$14.00 per hour or fraction thereof to a maximum of \$112.00 per day
2008-09: \$15.00 per hour or fraction thereof to a maximum of \$120.00 per day
2009-10: \$16.00 per hour or fraction thereof to a maximum of \$128.00 per day
2010-11: \$17.00 per hour or fraction thereof to a maximum of \$136.00 per day

Any unit member not otherwise compensated, who attends student performances in a supervisory or advisory capacity, shall be compensated at chaperone rates. Compensation will not be paid for attendance at rehearsals.

ARTICLE 16

GUIDANCE COUNSELORS, SCHOOL PSYCHOLOGISTS, SCHOOL SOCIAL WORKERS, SPEECH THERAPISTS, OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS, AND THERAPIST ASSISTANTS

16.1 School psychologists, guidance counselors, school social workers, speech therapists, occupational therapists, physical therapists, and therapist assistants shall be furnished with space adequately heated, lighted, and ventilated, and shall be furnished with a serviceable desk and chair.

16.2 Guidance Counselors, School Psychologists, and School Social Workers:

A. All guidance counselors, school psychologists, and school social workers shall be required to work from September 1 through June 30 and shall be compensated at a rate of 1/200 of his/her base salary for each day worked in excess of 183 days.

B. Counselors-in-Charge (4) shall be required to work from September 1 through June 30, plus two weeks in July and two weeks in August, and shall be compensated at a rate of 1/200 of his/her base salary in excess of 183 days.

C. The District shall have the right to assign each guidance counselor, school psychologist, and school social worker to work up to one week in the period July 1 through August 30 and shall compensate each such unit member at a rate of 1/200 of base salary for each day worked in excess of 183 days.

D. The District shall determine the number of additional counselor days and the number of additional school psychologist and school social worker days required during July and August and shall post notice of such need by January of that school year. To the extent that guidance counselors, school psychologists, and school social workers have not volunteered for such days by February 1, the District may assign up to five such days per unit member to each unit member in inverse order of seniority. Days beyond such five per unit member shall be staffed only on a volunteer basis. Unit members shall be compensated at a rate of 1/200th of base salary for each day worked in excess 183 days.

ARTICLE 17 CHAPERONING

17.1 Before September 15th of any school year, any unit member desiring to be considered for any chaperoning assignment shall file an application for consideration with the administration.

17.2 The District shall make a reasonable effort to rotate chaperone assignments from such availability list.

17.3 The final decision as to the appointment of chaperones shall remain in the hands of the administration.

17.4 The procedural aspects of this Article shall be subject to the provisions of the grievance procedure, but the question of justification for failure to give a chaperoning assignment shall not be subject to the grievance procedure.

ARTICLE 18 EXTRACURRICULAR PHYSICAL EDUCATION PROGRAMS

18.1 Head coaches in all varsity sports shall have the opportunity to recommend candidates for coaching positions under their jurisdictions.

18.2 There shall be no administrative policies that restrict the professional coach from advancing within the salary structure nor shall there be any policies that deprive any coach from applying for any position with the District.

18.3 The Educational Development Committee may make recommendations with regard to the physical education programs carried on in the District.

18.4 If a physical education teacher, coach, or the Coordinator of Athletics deems a facility unfit or unsafe, the physical education teacher, coach, or the Coordinator of Athletics shall report it to the Building Principal who, if the Building Principal concurs, shall discontinue the use of the facility.

**ARTICLE 19
GRIEVANCE PROCEDURE**

19.1 The definition of a grievance shall be as follows: A grievance shall mean a complaint by a unit member, by a group of unit members, or by the Congress that there has been a violation, misinterpretation, or inequitable application of any provisions of (1) this Agreement or of (2) any District or administrative policy or rule. The term grievance shall not apply to the failure to recommend probationary unit members to permanent appointment. An aggrieved party shall include unit members and/or the Congress. The decision of the Board of Education shall be final and binding in grievances over District or administrative policies or rules, except as the law or the rules of the Commissioner provide for an appeal, and only grievances about violations, misinterpretations, or inequitable applications of the Agreement may be submitted to arbitration.

19.2 A grievance shall be processed in the following stages:

Stage I – An aggrieved party shall present a grievance to the aggrieved party’s Building Principal or Coordinator who shall render a written determination to the aggrieved party within a period of two days.

Stage II -- Within five days of the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent of Schools.

Stage III -- Within 15 days after the disposition of the grievance at Stage II, the grievant may appeal in writing to the Board of Education.

Stage II meetings shall be scheduled to be held, subject to the availability of the parties, within ten days of the receipt of appeal by the Superintendent of Schools. Stage III meetings shall be held, subject to the availability of the parties, at a regular meeting of the Board of Education within 15 days of the receipt of the appeal by the Board of Education. The appeal by the Congress at Stage III may be in writing except when the Board of Education requests that the appeal be presented in person by a representative of the Congress. If a Congress representative is requested by the Board of Education, notification of such request will be made to the Congress at least 48 hours in advance. Nothing herein shall prevent the Congress from choosing to present the appeal in person. A written decision with supporting reasons shall be rendered to the grievant and the Congress in each instance within ten days of such meetings.

Stage IV -- Arbitration

a. If the aggrieved party is not satisfied with the decision at Stage III, the Congress may submit the grievance to arbitration by making a written demand upon the Superintendent for the services of an arbitrator within 15 days of the decision at Stage III and the parties shall be bound by their rules.

b. Following the submission of a demand for arbitration the parties shall select an arbitrator from the following panel:

Richard Adelman
Stephen Bluth
Dennis Campagna
Shelia Cole
Howard Edelman

Arbitrators shall serve in rotation.

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

d. The costs of the services of the arbitrator, including expenses, if any, will be borne equally by both parties.

19.3 A unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

19.4 A unit member shall have the right to be represented in each stage of the procedures by a person or persons of the unit member’s choice.

19.5 All hearings shall be confidential.

19.6 If a grievance affects a group of unit members or appears to be associated with system-wide policies, it may be submitted by the Congress directly at Stage II described above. Where a grievance arises as a direct result of an action of the Board of Education, the grievance may be submitted directly at Stage III.

19.7 Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without the intervention of the Congress. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustment shall, in no event, however, create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

19.8 The existence of this grievance procedure shall constitute the sole remedy for any grievance as previously defined.

19.9 No grievance as described herein will be entertained, and such grievance will be deemed waived, unless the grievance is forwarded at the first available stage within 30 days after the unit member knew or should have known of the act or condition on which the grievance is based.

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

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

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

19.13 The Board of Education and the Congress agree to facilitate any investigation that may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

ARTICLE 20 MISCELLANEOUS PROVISIONS

20.1 Conclusion of Negotiations

The parties agree that all items currently negotiated have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement. The failure of either party to propose discussion of a particular matter does not constitute a concession that such matter is or is not negotiable in future negotiations.

20.2 Severability

If any provisions of this Agreement or any application of the Agreement to any unit member or group of unit members shall be found contrary to law, then such provision or application shall be deemed valid and subsisting only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. To the extent that this Agreement is in accordance with applicable law, it shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.

20.3 Effect of Agreement

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

B. Any individual arrangement, agreement, or contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this and any subsequent agreements to be executed by the parties.

C. If an individual arrangement, agreement, or contract with a unit member contains any language inconsistent with this Agreement, this Agreement shall be controlling.

20.4 Legislative Action

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

20.5 "Day"

Where the word "day" is used in this contract, it shall mean school day or a day on which school is in session during the school year. During the summer recess, the word "day" shall mean calendar day.

20.6 Side Letters

Only the side letters attached hereto as Appendix H (November 22, 1995 and November 16, 1998 letters regarding occupational and physical therapists; June 10, 1996 letter regarding scheduling of meetings; July 12, 1996 letter regarding tuition waivers; May 6, 1997 memorandum of agreement regarding epipens; November 7, 2002 letter regarding payment for Master's degrees; June 27, 2005 memorandum of agreement regarding Employer Non-Elective Contributions of termination payments to retiring unit members; November 15, 2006 letter regarding counselor-in-charge use of sick leave) shall be continued in full force and effect and be considered part of this Agreement.

20.7 Mileage

Mileage reimbursement shall be paid at the rate established by the Internal Revenue Service for those who use their own automobile in accordance with District policy.

**ARTICLE 21
TERM**

21.1 Term

This contract shall be effective July 1, 2006 and shall continue in effect through June 30, 2011, and from year to year thereafter, subject to reopening as follows:

21.2 Reopening of Negotiations

In the event either party wishes to amend this Agreement, notice must be given between January 15 and January 31, 2011. Negotiations concerning such proposed amendments shall commence within two weeks after notice has been given at a mutually agreed time and place. Amendments resulting from negotiations shall take effect the following July 1 or such other time as may be mutually agreeable to the parties.

FOR THE WAPPINGERS CONGRESS OF TEACHERS

_____, President

FOR THE WAPPINGERS CENTRAL SCHOOL DISTRICT

_____, Superintendent of Schools

Appendix I
2006-07 Salary Schedule

Row	B+0	B+15	B+30	B+45	B+60	M+0	M+15	M+30	M+45	M+60	Row
1	44,744	45,922	46,977	48,033	49,105	46,977	48,211	49,495	50,800	52,112	1
2	45,779	46,978	48,034	49,091	50,259	48,034	49,386	50,690	52,007	53,337	2
3	46,856	48,076	49,155	50,219	51,449	49,155	50,606	51,926	53,263	54,606	3
4	48,975	50,208	51,327	52,435	53,675	51,417	52,871	54,206	55,560	56,876	4
5	50,137	51,391	52,549	53,699	55,622	52,739	54,189	55,541	56,908	58,275	5
6	51,349	52,612	53,819	55,013	56,278	54,118	55,558	56,927	58,306	59,692	6
7	52,607	53,889	55,137	56,381	57,652	55,558	56,976	58,365	59,753	61,146	7
8	53,914	55,213	56,506	57,794	59,081	57,050	58,452	59,857	61,258	62,665	8
9	55,247	56,582	57,913	59,237	60,565	58,584	59,993	61,392	62,795	64,199	9
10	56,585	57,950	59,321	60,684	62,046	60,126	61,525	62,933	64,334	65,736	10
11	57,919	59,323	60,722	62,127	63,530	61,659	63,061	64,471	65,866	67,271	11
12	59,206	60,639	62,085	63,522	64,954	63,138	64,544	65,946	67,349	68,747	12
13	60,551	62,027	63,498	64,977	66,451	64,694	66,092	67,498	68,900	70,304	13
14	61,895	63,409	64,923	66,436	67,948	66,241	67,650	69,049	70,450	71,858	14
15	63,240	64,796	66,343	67,898	69,442	67,798	69,197	70,601	72,011	73,409	15
16	64,586	66,180	67,764	69,356	70,942	69,343	70,755	72,154	73,559	74,960	16
17	65,938	67,561	69,187	70,811	72,439	70,899	72,305	73,710	75,106	76,514	17
18	68,971	70,724	72,481	74,237	75,988	74,680	76,075	77,465	78,851	80,251	18
19	72,807	74,674	76,537	78,399	80,258	79,105	80,498	81,893	83,284	84,675	19
20	77,483	79,422	81,354	83,287	85,222	84,182	85,569	86,969	88,358	89,749	20
21	80,462	82,416	84,362	86,310	88,259	87,240	88,627	90,028	91,416	92,806	21

For every 3 credits above the column, add **\$163**
Any unit member on the top row of the salary schedule for 4 or more years shall receive an additional **\$2,400**

Appendix II
2007-08 Salary Schedule

Row	B+0	B+15	B+30	B+45	B+60	M+0	M+15	M+30	M+45	M+60	Row
1	46,422	47,644	48,739	49,834	50,946	48,739	50,019	51,351	52,705	54,066	1
2	47,496	48,740	49,835	50,932	52,144	49,835	51,238	52,591	53,957	55,337	2
3	48,613	49,879	50,998	52,102	53,378	50,998	52,504	53,873	55,260	56,654	3
4	50,812	52,091	53,252	54,401	55,688	53,345	54,854	56,239	57,644	59,009	4
5	52,017	53,318	54,520	55,713	57,708	54,717	56,221	57,624	59,042	60,460	5
6	53,275	54,585	55,837	57,076	58,388	56,147	57,641	59,062	60,492	61,930	6
7	54,580	55,910	57,205	58,495	59,814	57,641	59,113	60,554	61,994	63,439	7
8	55,936	57,283	58,625	59,961	61,297	59,189	60,644	62,102	63,555	65,015	8
9	57,319	58,704	60,085	61,458	62,836	60,781	62,243	63,694	65,150	66,606	9
10	58,707	60,123	61,546	62,960	64,373	62,381	63,832	65,293	66,747	68,201	10
11	60,091	61,548	62,999	64,457	65,912	63,971	65,426	66,889	68,336	69,794	11
12	61,426	62,913	64,413	65,904	67,390	65,506	66,964	68,419	69,875	71,325	12
13	62,822	64,353	65,879	67,414	68,943	67,120	68,570	70,029	71,484	72,940	13
14	64,216	65,787	67,358	68,927	70,496	68,725	70,187	71,638	73,092	74,553	14
15	65,612	67,226	68,831	70,444	72,046	70,340	71,792	73,249	74,711	76,162	15
16	67,008	68,662	70,305	71,957	73,602	71,943	73,408	74,860	76,317	77,771	16
17	68,411	70,095	71,782	73,466	75,155	73,558	75,016	76,474	77,922	79,383	17
18	71,040	72,846	74,655	76,464	78,268	76,920	78,357	79,789	81,217	82,659	18
19	74,991	76,914	78,833	80,751	82,666	81,478	82,913	84,350	85,783	87,215	19
20	79,807	81,805	83,795	85,786	87,779	86,707	88,136	89,578	91,009	92,441	20
21	82,876	84,888	86,893	88,899	90,907	89,857	91,286	92,729	94,158	95,590	21

For every 3 credits above the column, add **\$166**
Any unit member on the top row of the salary schedule for 4 or more years shall receive an additional **\$3,950**

**Appendix III
2008-09 Salary Schedule**

Row	B+0	B+15	B+30	B+45	B+60	M+0	M+15	M+30	M+45	M+60	Row
1	48,070	49,335	50,469	51,603	52,755	50,469	51,795	53,174	54,576	55,985	1
2	49,182	50,470	51,604	52,740	53,995	51,604	53,057	54,458	55,872	57,301	2
3	50,339	51,650	52,808	53,952	55,273	52,808	54,368	55,785	57,222	58,665	3
4	52,616	53,940	55,142	56,332	57,665	55,239	56,801	58,235	59,690	61,104	4
5	53,864	55,211	56,455	57,691	59,757	56,659	58,217	59,670	61,138	62,606	5
6	55,166	56,523	57,819	59,102	60,461	58,140	59,687	61,159	62,639	64,129	6
7	56,518	57,895	59,236	60,572	61,937	59,687	61,212	62,704	64,195	65,691	7
8	57,922	59,317	60,706	62,090	63,473	61,290	62,797	64,307	65,811	67,323	8
9	59,354	60,788	62,218	63,640	65,067	62,939	64,453	65,955	67,463	68,971	9
10	60,791	62,257	63,731	65,195	66,658	64,596	66,098	67,611	69,117	70,622	10
11	62,224	63,733	65,235	66,745	68,252	66,242	67,749	69,264	70,762	72,272	11
12	63,607	65,146	66,700	68,244	69,782	67,831	69,341	70,848	72,356	73,857	12
13	65,052	66,638	68,218	69,807	71,390	69,503	71,004	72,515	74,022	75,529	13
14	66,496	68,122	69,749	71,374	72,999	71,165	72,679	74,181	75,687	77,200	14
15	67,941	69,613	71,275	72,945	74,604	72,837	74,341	75,849	77,363	78,866	15
16	69,387	71,100	72,801	74,511	76,215	74,497	76,014	77,518	79,026	80,532	16
17	70,840	72,583	74,330	76,074	77,823	76,169	77,679	79,189	80,688	82,201	17
18	72,816	74,667	76,521	78,376	80,225	78,843	80,316	81,784	83,247	84,725	18
19	76,866	78,837	80,804	82,770	84,733	83,515	84,986	86,459	87,928	89,395	19
20	81,802	83,850	85,890	87,931	89,973	88,875	90,339	91,817	93,284	94,752	20
21	84,948	87,010	89,065	91,121	93,180	92,103	93,568	95,047	96,512	97,980	21

For every 3 credits above the column, add **\$170**
Any unit member on the top row of the salary schedule for 4 or more years shall receive an additional **\$6,200**

**Appendix IV
2009-10 Salary Schedule**

Row	B+0	B+15	B+30	B+45	B+60	M+0	M+15	M+30	M+45	M+60	Row
1	49,897	51,210	52,387	53,564	54,760	52,387	53,763	55,195	56,650	58,112	1
2	51,051	52,388	53,565	54,744	56,047	53,565	55,073	56,527	57,995	59,478	2
3	52,252	53,613	54,815	56,002	57,373	54,815	56,434	57,905	59,396	60,894	3
4	54,615	55,990	57,237	58,473	59,856	57,338	58,959	60,448	61,958	63,426	4
5	55,911	57,309	58,600	59,883	62,028	58,812	60,429	61,937	63,461	64,985	5
6	57,262	58,671	60,016	61,348	62,759	60,349	61,955	63,483	65,019	66,566	6
7	58,666	60,095	61,487	62,874	64,291	61,955	63,538	65,087	66,634	68,187	7
8	60,123	61,571	63,013	64,449	65,885	63,619	65,183	66,751	68,312	69,881	8
9	61,609	63,098	64,582	66,058	67,540	65,331	66,902	68,461	70,027	71,592	9
10	63,101	64,623	66,153	67,672	69,191	67,051	68,610	70,180	71,743	73,306	10
11	64,589	66,155	67,714	69,281	70,846	68,759	70,323	71,896	73,451	75,018	11
12	66,024	67,622	69,235	70,837	72,434	70,409	71,976	73,540	75,106	76,664	12
13	67,524	69,170	70,810	72,460	74,103	72,144	73,702	75,271	76,835	78,399	13
14	69,023	70,711	72,399	74,086	75,773	73,869	75,441	77,000	78,563	80,134	14
15	70,523	72,258	73,983	75,717	77,439	75,605	77,166	78,731	80,303	81,863	15
16	72,024	73,802	75,567	77,342	79,111	77,328	78,903	80,464	82,029	83,592	16
17	73,532	75,341	77,155	78,965	80,780	79,063	80,631	82,198	83,754	85,325	17
18	75,000	76,907	78,817	80,727	82,632	81,208	82,725	84,238	85,744	87,267	18
19	79,172	81,202	83,228	85,253	87,275	86,020	87,536	89,053	90,566	92,077	19
20	84,256	86,366	88,467	90,569	92,672	91,541	93,049	94,572	96,083	97,595	20
21	87,496	89,620	91,737	93,855	95,975	94,866	96,375	97,898	99,407	100,919	21

For every 3 credits above the column, add **\$173**
Any unit member on the top row of the salary schedule for 4 or more years shall receive an additional **\$7,800**

**Appendix V
2010-11 Salary Schedule**

Row	B+0	B+15	B+30	B+45	B+60	M+0	M+15	M+30	M+45	M+60	Row
1	51,843	53,207	54,430	55,653	56,896	54,430	55,860	57,348	58,859	60,378	1
2	53,042	54,431	55,654	56,879	58,233	55,654	57,221	58,732	60,257	61,798	2
3	54,290	55,704	56,953	58,186	59,611	56,953	58,635	60,163	61,712	63,269	3
4	56,745	58,174	59,469	60,753	62,190	59,574	61,258	62,805	64,374	65,900	4
5	58,092	59,544	60,885	62,218	64,447	61,106	62,786	64,353	65,936	67,519	5
6	59,495	60,959	62,357	63,741	65,207	62,703	64,371	65,959	67,555	69,162	6
7	60,954	62,439	63,885	65,326	66,798	64,371	66,016	67,625	69,233	70,846	7
8	62,468	63,972	65,471	66,963	68,455	66,100	67,725	69,354	70,976	72,606	8
9	64,012	65,559	67,101	68,634	70,174	67,879	69,511	71,131	72,758	74,384	9
10	65,562	67,143	68,733	70,311	71,889	69,666	71,286	72,917	74,541	76,165	10
11	67,108	68,735	70,355	71,983	73,609	71,441	73,066	74,700	76,316	77,944	11
12	68,599	70,259	71,935	73,600	75,259	73,155	74,783	76,408	78,035	79,654	12
13	70,157	71,868	73,572	75,286	76,993	74,958	76,576	78,207	79,832	81,457	13
14	71,715	73,469	75,223	76,975	78,728	76,750	78,383	80,003	81,627	83,259	14
15	73,273	75,076	76,868	78,670	80,459	78,554	80,175	81,802	83,435	85,056	15
16	74,833	76,680	78,514	80,358	82,196	80,344	81,980	83,602	85,228	86,852	16
17	76,400	78,279	80,164	82,045	83,930	82,146	83,776	85,404	87,020	88,653	17
18	77,250	79,214	81,182	83,149	85,111	83,644	85,207	86,765	88,316	89,885	18
19	81,547	83,638	85,725	87,811	89,893	88,601	90,162	91,725	93,283	94,839	19
20	86,784	88,957	91,121	93,286	95,452	94,287	95,840	97,409	98,965	100,523	20
21	90,121	92,309	94,489	96,671	98,854	97,712	99,266	100,835	102,389	103,947	21

For every 3 credits above the column, add \$177

Any unit member on the top row of the salary schedule for 4 or more years shall receive an additional \$9,150

Appendix VI

2006-07 Salary Schedule - Full-Time Therapists

Row	Therapist Assistant	Therapist - Bachelor's Degree	Therapist - Master's Degree
1	\$35,229	\$46,799	\$49,422
2	\$35,490	\$47,061	\$49,686
3	\$35,753	\$47,323	\$49,946
4	\$36,014	\$47,586	\$50,210
5	\$36,278	\$47,848	\$50,470
6	\$36,538	\$48,110	\$50,734
7	\$36,801	\$48,372	\$50,996
8	\$37,065	\$48,635	\$51,258
9	\$37,326	\$48,897	\$51,520
10	\$37,589	\$49,160	\$51,783
11	\$38,364	\$50,052	\$52,795
12	\$39,136	\$50,945	\$53,806

For every three credits above the column, add \$163

2009-10 Salary Schedule - Full-Time Therapists

Row	Therapist Assistant	Therapist - Bachelor's Degree	Therapist - Master's Degree
1	\$39,396	\$52,335	\$55,267
2	\$39,687	\$52,628	\$55,563
3	\$39,982	\$52,920	\$55,854
4	\$40,274	\$53,215	\$56,149
5	\$40,569	\$53,507	\$56,440
6	\$40,860	\$53,800	\$56,735
7	\$41,154	\$54,093	\$57,028
8	\$41,450	\$54,387	\$57,321
9	\$41,741	\$54,681	\$57,614
10	\$42,035	\$54,974	\$57,909
11	\$42,902	\$55,972	\$59,040
12	\$43,765	\$56,971	\$60,170

For every three credits above the column, add \$173

2007-08 Salary Schedule - Full-Time Therapists

Row	Therapist Assistant	Therapist - Bachelor's Degree	Therapist - Master's Degree
1	\$36,564	\$48,573	\$51,295
2	\$36,835	\$48,845	\$51,569
3	\$37,108	\$49,117	\$51,839
4	\$37,379	\$49,390	\$52,113
5	\$37,653	\$49,661	\$52,383
6	\$37,923	\$49,933	\$52,657
7	\$38,196	\$50,205	\$52,929
8	\$38,470	\$50,478	\$53,201
9	\$38,741	\$50,750	\$53,473
10	\$39,014	\$51,023	\$53,746
11	\$39,818	\$51,949	\$54,796
12	\$40,619	\$52,876	\$55,845

For every three credits above the column, add \$166

2010-11 Salary Schedule - Full-Time Therapists

Row	Therapist Assistant	Therapist - Bachelor's Degree	Therapist - Master's Degree
1	\$40,885	\$54,313	\$57,356
2	\$41,187	\$54,617	\$57,663
3	\$41,493	\$54,920	\$57,965
4	\$41,796	\$55,227	\$58,271
5	\$42,103	\$55,530	\$58,573
6	\$42,405	\$55,834	\$58,880
7	\$42,710	\$56,138	\$59,184
8	\$43,017	\$56,443	\$59,488
9	\$43,319	\$56,748	\$59,792
10	\$43,624	\$57,052	\$60,098
11	\$44,524	\$58,088	\$61,272
12	\$45,419	\$59,125	\$62,444

For every three credits above the column, add \$177

2008-09 Salary Schedule - Full-Time Therapists

Row	Therapist Assistant	Therapist - Bachelor's Degree	Therapist - Master's Degree
1	\$37,957	\$50,424	\$53,249
2	\$38,238	\$50,706	\$53,534
3	\$38,522	\$50,988	\$53,814
4	\$38,803	\$51,272	\$54,099
5	\$39,088	\$51,553	\$54,379
6	\$39,368	\$51,835	\$54,663
7	\$39,651	\$52,118	\$54,946
8	\$39,936	\$52,401	\$55,228
9	\$40,217	\$52,684	\$55,510
10	\$40,500	\$52,967	\$55,794
11	\$41,335	\$53,928	\$56,884
12	\$42,167	\$54,891	\$57,973

For every three credits above the column, add \$170

SALARY SCHEDULE E - INTERSCHOLASTICS - 2006-07 THROUGH 2010-11

	SPORT	LEVEL	SEASON	POSITIONS	2006-07	2007-08	2008-09	2009-10	2010-11
BOYS'/GIRLS' SPORTS	Bowling	Varsity	Winter	2	3,276	3,400	3,530	3,664	3,802
BOYS'/GIRLS' SPORTS	Spring Track	Modified B	Spring	2	2,456	2,549	2,646	2,746	2,850
BOYS'/GIRLS' SPORTS	Spring Track	Asst Modified	Spring	2	1,640	1,702	1,767	1,834	1,903
BOYS' SPORTS	Baseball	Varsity	Spring	2	3,691	4,000	4,152	4,309	4,472
BOYS' SPORTS	Baseball	Jr Varsity	Spring	2	2,456	2,549	2,646	2,746	2,850
BOYS' SPORTS	Baseball	Freshman	Spring	2	2,046	2,124	2,205	2,289	2,376
BOYS' SPORTS	Baseball	Modified B	Spring	2	2,046	2,124	2,205	2,289	2,376
BOYS' SPORTS	Basketball	Varsity	Winter	2	4,096	4,251	4,413	4,580	4,753
BOYS' SPORTS	Basketball	Jr Varsity	Winter	2	2,456	2,549	2,646	2,746	2,850
BOYS' SPORTS	Basketball	Freshman	Winter	2	2,046	2,124	2,205	2,289	2,376
BOYS' SPORTS	Basketball	Modified B	Winter	2	2,046	2,124	2,205	2,289	2,376
BOYS' SPORTS	Cross Country	Varsity	Fall	2	3,276	3,400	3,530	3,664	3,802
BOYS' SPORTS	Football	Varsity	Fall	2	4,096	4,251	4,413	4,580	4,753
BOYS' SPORTS	Football	Asst Varsity	Fall	2	2,456	2,549	2,646	2,746	2,850
BOYS' SPORTS	Football	Asst Varsity	Fall	2	2,456	2,549	2,646	2,746	2,850
BOYS' SPORTS	Football	Jr Varsity	Fall	2	2,456	2,549	2,646	2,746	2,850
BOYS' SPORTS	Football	Asst Jr Varsity	Fall	2	1,842	1,912	1,985	2,060	2,138
BOYS' SPORTS	Football	Asst Jr Varsity	Fall	2	1,842	1,912	1,985	2,060	2,138
BOYS' SPORTS	Football	Freshman	Fall	2	2,456	2,549	2,646	2,746	2,850
BOYS' SPORTS	Football	Asst Freshman	Fall	2	1,640	1,702	1,767	1,834	1,903
BOYS' SPORTS	Football	Modified B	Fall	2	2,456	2,549	2,646	2,746	2,850
BOYS' SPORTS	Football	Asst Modified	Fall	2	1,640	1,702	1,767	1,834	1,903
BOYS' SPORTS	Golf	Varsity	Spring	2	2,814	2,921	3,032	3,147	3,266
BOYS' SPORTS	Indoor Track	Varsity	Winter	2	4,096	4,251	4,413	4,580	4,753
BOYS' SPORTS	Indoor Track	Asst Varsity	Winter	2	2,456	2,549	2,646	2,746	2,850
BOYS' SPORTS	Lacrosse	Varsity	Spring	1	3,691	4,000	4,152	4,309	4,472
BOYS' SPORTS	Lacrosse	Junior Varsity	Spring	1	2,456	2,549	2,646	2,746	2,850
BOYS' SPORTS	Soccer	Varsity	Fall	2	3,276	4,000	4,152	4,309	4,472
BOYS' SPORTS	Soccer	Jr Varsity	Fall	2	2,046	2,124	2,205	2,289	2,376
BOYS' SPORTS	Soccer	Modified B	Fall	2	1,997	2,124	2,205	2,289	2,376
BOYS' SPORTS	Spring Track	Varsity	Spring	2	4,096	4,251	4,413	4,580	4,753
BOYS' SPORTS	Spring Track	Asst Varsity	Spring	2	2,456	2,549	2,646	2,746	2,850
BOYS' SPORTS	Swimming	Varsity	Winter	1	4,096	4,251	4,413	4,580	4,753
BOYS' SPORTS	Tennis	Varsity	Spring	2	2,814	2,921	3,032	3,147	3,266
BOYS' SPORTS	Wrestling	Varsity	Winter	2	4,096	4,251	4,413	4,580	4,753
BOYS' SPORTS	Wrestling	Jr Varsity	Winter	2	2,456	2,549	2,646	2,746	2,850
BOYS' SPORTS	Wrestling	Modified B	Winter	2	2,046	2,124	2,205	2,289	2,376
GIRLS' SPORTS	Basketball	Varsity	Winter	2	4,096	4,251	4,413	4,580	4,753
GIRLS' SPORTS	Basketball	Jr Varsity	Winter	2	2,456	2,549	2,646	2,746	2,850
GIRLS' SPORTS	Basketball	Modified B	Winter	2	2,046	2,124	2,205	2,289	2,376
GIRLS' SPORTS	Cheerleading	Varsity	Fall	2	2,183	2,266	2,352	2,591	2,689
GIRLS' SPORTS	Cheerleading	Varsity	Winter	2	2,183	2,266	2,352	2,591	2,689
GIRLS' SPORTS	Cheerleading	Jr Varsity	Fall	2	1,311	1,360	1,412	1,616	1,677
GIRLS' SPORTS	Cheerleading	Jr Varsity	Winter	2	1,311	1,360	1,412	1,616	1,677
GIRLS' SPORTS	Cheerleading	Modified B	Fall	2	629	918	953	1,139	1,182
GIRLS' SPORTS	Cheerleading	Modified B	Winter	2	629	1,055	1,095	1,287	1,336
GIRLS' SPORTS	Cheerleading	Asst Modified	Fall	2	455	704	731	909	943
GIRLS' SPORTS	Cheerleading	Asst Modified	Winter	2	455	854	887	1,071	1,111
GIRLS' SPORTS	Cross Country	Varsity	Fall	2	3,276	3,400	3,530	3,664	3,802
GIRLS' SPORTS	Field Hockey	Varsity	Fall	2	3,276	4,000	4,152	4,309	4,472
GIRLS' SPORTS	Field Hockey	Jr Varsity	Fall	2	2,046	2,124	2,205	2,289	2,376
GIRLS' SPORTS	Field Hockey	Modified B	Fall	2	2,046	2,124	2,205	2,289	2,376
GIRLS' SPORTS	Golf	Varsity	Spring	1	2,814	2,921	3,032	3,147	3,266
GIRLS' SPORTS	Gymnastics	Varsity	Winter	2	4,096	4,251	4,413	4,580	4,753
GIRLS' SPORTS	Gymnastics	Asst Varsity	Winter	2	2,456	2,549	2,646	2,746	2,850
GIRLS' SPORTS	Indoor Track	Varsity	Winter	2	4,096	4,251	4,413	4,580	4,753
GIRLS' SPORTS	Lacrosse	Jr Varsity	Spring	1	2,456	2,549	2,646	2,746	2,850
GIRLS' SPORTS	Soccer	Varsity	Fall	2	3,276	4,000	4,152	4,309	4,472
GIRLS' SPORTS	Soccer	Jr Varsity	Fall	2	2,046	2,124	2,205	2,289	2,376
GIRLS' SPORTS	Soccer	Modified B	Spring	2	1,997	2,124	2,205	2,289	2,376
GIRLS' SPORTS	Softball	Varsity	Spring	2	3,691	4,000	4,152	4,309	4,472
GIRLS' SPORTS	Softball	Jr Varsity	Spring	2	2,456	2,549	2,646	2,746	2,850
GIRLS' SPORTS	Softball	Modified B	Spring	2	2,046	2,124	2,205	2,289	2,376
GIRLS' SPORTS	Spring Track	Varsity	Spring	2	4,096	4,251	4,413	4,580	4,753
GIRLS' SPORTS	Spring Track	Asst Varsity	Spring	2	2,456	2,549	2,646	2,746	2,850
GIRLS' SPORTS	Swimming	Varsity	Fall	2	3,276	3,400	3,530	3,664	3,802
GIRLS' SPORTS	Tennis	Varsity	Fall	2	2,456	2,921	3,032	3,147	3,266
GIRLS' SPORTS	Volleyball	Varsity	Fall	2	3,276	4,000	4,152	4,309	4,472
GIRLS' SPORTS	Volleyball	Jr Varsity	Fall	2	2,046	2,124	2,205	2,289	2,376
GIRLS' SPORTS	Volleyball	Modified B	Fall	2	1,640	1,702	1,767	1,834	1,903
BOYS'/GIRLS' SPORTS	Faculty Coordinator of Athletics			2	4,096	6,049	6,279	6,517	6,763

SALARY SCHEDULE F - INTRAUMURALS - 2006-07 - 2010-11

SCHOOLS	# OF HOURS	HOURLY STIPEND	TOTAL
ELEMENTARY SCHOOLS			
Adaptive PE	70	\$34.50	\$2,415
At Large	40	\$34.50	\$1,380
Brinckerhoff	125	\$34.50	\$4,313
Evans	100	\$34.50	\$3,450
Fishkill	100	\$34.50	\$3,450
Fishkill Plains	125	\$34.50	\$4,313
Gayhead	170	\$34.50	\$5,865
Kinry	170	\$34.50	\$5,865
Myers	170	\$34.50	\$5,865
Oak Grove	100	\$34.50	\$3,450
Sheafe	125	\$34.50	\$4,313
Van Wyck Grade 6	170	\$34.50	\$5,865
TOTAL	1,465		\$50,546
JUNIOR HIGH SCHOOLS			
Van Wyck Grades 7 & 8	360	\$34.50	\$12,421
	+ 1 position at	616	\$616
WJHS Grades 7 & 8	360	\$34.50	\$12,421
	+1 position at	616	\$616
TOTAL	720	+ 2 positions	\$26,073
SENIOR HIGH SCHOOLS			
John Jay	300	\$34.50	\$10,351
	+ 1 position at	616	\$616
RCK	300	\$34.50	\$10,351
	+ 1 position at	616	\$616
TOTAL	600	+ 2 positions	\$21,933
GRAND TOTAL	2,785		\$98,553

The number of hours available to each building is subject to change, but the Grand Total of hours will be at least 2,785 and 4 positions

SALARY SCHEDULE G - ADVISORSHIPS - 2006-07 THROUGH 2010-11

2006-07 Base Salary	\$3,494
2007-08 Base Salary	\$3,626
2008-09 Base Salary	\$3,764
2009-10 Base Salary	\$3,907
2010-11 Base Salary	\$4,055

ADVISORSHIP POSITIONS:

Extracurricular Activities	SHS	JHS	ELEM WITH 6TH GRADE CENTERS	OTHER ELEM
Audio-Visual Advisor		0.400		
Big Band (Grades 9-10)	0.250			
Class Advisor - Grade 9	0.250 (2)			
Class Advisor - Grade 10	0.250 (2)			
Class Advisor - Grade 11	0.280 (2)			
Class Advisor - Grade 12	0.430 (2)			
DECA	0.500			
FBLA	0.500			
Honor Society	0.350	0.300		
Hope/Swift	0.250			
Jazz Ensemble (Grades 11-12)	0.400			
Lighting Director	0.600			
Literary Magazine Advisor	0.400	0.300		
Art Advisor	0.350			
Asst Advisor		0.140		
Math Club	0.250	0.250	0.250	0.250
Marching Band Director	0.220			
Associate Director	0.120			
Flag & Color Guard Instructor	0.180			
Drill Instructor	0.180			
Drum Line Instructor	0.180			
Music Director	0.180			
Drill Designer	0.045			
Multicultural Club	0.250			
Newspaper Editorial Advisor	0.450	0.390	0.350	0.250
Assistant Advisor	0.400			
Production Advisor	0.600 (2)	0.500 (2)	0.350	0.350 (2)
Asst Production Advisor	0.500 (2)	0.400 (2)	0.250	
Choral Director	0.350	0.350	0.350	
Choreographer	0.350			
Musical Director	0.350	0.350	0.350	
Stage Crew Advisor	0.600	0.300		
Technical Director	0.350	0.350		
Science Olympiad	0.250 (2)			
Ski Club	0.180	0.180		
Store Advisor	0.470	0.350	0.350	
Student Accounts Treasurer	1.000	0.650		
Student Council	0.550	0.390	0.390	0.390
Asst Student Council	0.430	0.330		
Ticket Manager	0.500			
Yearbook Advisor	0.500	0.400	0.350	0.350
Art Advisor	0.350			
Asst Advisor	0.350	0.250		
Business Advisor	0.350			
Literary Advisor	0.350			
Youth Against Racism	0.250			
Special Interest Clubs				
Special Interest	0.250 (7)	0.250 (5)	0.250 (2)	0.250 (2)
Student Support Programs				
Academic Standards Coordinator	0.400	0.300		
Learning Center	0.600			
Peer Leadership	0.350			
Peer Mediation	0.350	0.350 (2)	0.350 (2)	0.350 (2)
Project Homework	0.350 (2)	0.350 (2)	0.350 (2)	0.350 (2)
Project Team	0.350			
Renaissance	0.250 (2)			
Transportation Manager	0.450	0.400	0.400	0.400

TOTAL POSITIONS ALL SCHOOLS

The District retains the right to replace positions that are not needed with notice to the WCT. New positions will be special interest club advisorships funded at .25. Student Support Program advisorships are non-transferable. Individuals assigned to more than one position will be paid for each assigned position.

The District and WCT agree to the need to develop job qualifications, job descriptions, and evaluation procedures for each advisorship.

APPENDIX H – SIDE LETTERS

- **November 22, 1995 letter regarding occupational and physical therapists**
- **November 16, 1998 letter regarding occupational and physical therapists**
- **June 10, 1996 letter regarding scheduling of meetings**
- **July 12, 1996 letter regarding tuition waivers**
- **May 6, 1997 memorandum of agreement regarding epipens**
- **November 7, 2002 letter regarding payment for Master’s degrees**
- **June 27, 2005 memorandum of agreement regarding Employer Non-Elective Contributions of termination payments to retiring unit members**
- **November 15, 2006 letter regarding counselor-in-charge use of sick leave**

WAPPINGERS CENTRAL SCHOOL DISTRICT
HOLLOWBROOK PARK
BUILDING 3
15 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
(914) 298-5038

SCHOOL DISTRICT ATTORNEY

November 22, 1995

Ron Warman, President
Wappingers Congress of Teachers
1129 Route 376
Wappingers Falls, New York 12590

Re: **SIDE LETTER**

Dear Mr. Warman:

(RM)
11-195

This side letter is provided to memorialize the tentative agreement reached at our meeting of November 7, 1995 relative to, *inter alia*, the rights, duties and obligations of Occupational Therapists, Certified Occupational Therapist Assistants, Physical Therapists, and Physical Therapist Assistants under the **COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF THE WAPPINGERS CENTRAL SCHOOL DISTRICT AND THE WAPPINGERS CONGRESS OF TEACHERS** for the period July 1, 1992 through June 30, 1998 (hereinafter "CBA"). This agreement shall become binding upon the District only upon ratification by a majority of the Board of Education at a voting meeting of the Board of Education.

The Wappingers Central School District (hereinafter "District") and the Wappingers Congress of Teachers (hereinafter "Congress") agree as follows:

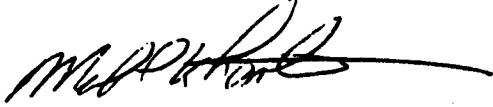
1. That the District has recognized the Congress as the exclusive bargaining agent for Occupational Therapists, Certified Occupational Therapist Assistants, Physical Therapists, and Physical Therapist Assistants (hereinafter "Therapists/Assistants") and that the term "unit member," as used in the CBA, shall, unless otherwise provided herein, include such Therapists/Assistants.
2. That Therapists/Assistants are not included within the definition of "unit member" in the following sections of the CBA:
 - a. Article 6, Sections 1, 2, and 23;
 - b. Article 8 in its entirety;
 - c. Article 9 in its entirety;
 - d. Article 10, Sections 1 and 5;
 - e. Article 11, Sections 1, 2, 3, 4, 5, 6, 9, 10 and 11;
 - f. Article 12, Sections 1, 2, 3, 8 and 12;

- g. Article 13 in its entirety;
 - h. Article 16 in its entirety;
 - I. The EIT Side Letter at Appendix H.
3. That Therapists/Assistants shall be paid bi-weekly for work performed during the two week period that concluded two weeks prior to the pay date.
 4. That Therapists/Assistants shall, pursuant to Article 11.7, be granted a maximum of 10 days Jury Duty Leave annually without financial loss.
 5. That, pursuant to Article 11.8, on proof of the necessity of attendance in court pursuant to a subpoena in a proceeding to which the Therapist/Assistant is not a party and which involves actions within the scope of their employment, such Therapist/Assistant shall be granted "Other Leave" with pay in accordance with Article 11.12.
 6. That the District shall make an effort to ensure that Therapists/Assistants are provided with work space that is adequately heated, lighted and ventilated.
 7. That Therapists/Assistants shall receive the following increases in their hourly rates: 1995-96 3.5% (retroactive to September 1, 1995); 1996-97 4%; 1997-98 4.5%. The hourly rates for the Therapists/Assistants are attached hereto and made a part hereof.
 8. That the fixed rate for each evaluation, including a written report, shall remain at \$100.00 until September 1, 1997, at which time it shall be raised to \$112.50.
 9. That, if a regularly scheduled therapy session is canceled without notice when the student cannot attend, the Therapist/Assistant shall receive the regular rate of pay, as if the therapy session had not been canceled. For purposes of this agreement, notice shall mean no later than 4:00 p.m. on the day preceding the scheduled session. Nothing in this agreement shall prevent the District from reassigning the Therapist/Assistant to other similar duties (including, but not limited to, report-writing and/or consultation) in the event his/her therapy session is canceled. Such reassignment right shall apply whether notice of cancellation was served or was not served.


11/22/97


If you agree with the foregoing, please so indicate with your signature below.

Very truly yours,



Michael K. Lambert
School District Attorney

FOR THE CONGRESS:


Ron Warman, President
Wappingers Congress of Teachers

11/22/95
Date

**WAPPINGERS CENTRAL SCHOOL DISTRICT
THERAPIST HOURLY RATES, 1995-96 THROUGH 1997-98**

	Regular Hourly Rate	Group Hourly Rate
1995-96		
Therapists	\$45.31	\$60.44
Therapist Assistants	\$30.22	\$40.29
1996-97		
Therapists	\$47.12	\$62.86
Therapist Assistants	\$31.43	\$41.90
1997-98		
Therapists	\$49.24	\$65.69
Therapist Assistants	\$32.84	\$43.79


11/22/95

SHAW & PERELSON, LLP
ATTORNEYS AT LAW

DAVID S. SHAW
STEPHEN A. PERELSON
MARGO L. MAY
JAY M. SIEGEL

MICHAEL K. LAMBERT
LISA S. RUSK
PILAR SOKOL
SUSAN G. WHITELEY

MARK C. RUSHFIELD
OF COUNSEL

POUGHKEEPSIE
PLEASE RESPOND TO:

POUGHKEEPSIE OFFICE
2-4 AUSTIN COURT
POUGHKEEPSIE, NEW YORK 12603
(914) 486-4200
FAX (914) 486-4268

HIGHLAND OFFICE
40 SOUTH ROBERTS ROAD
HIGHLAND, NEW YORK 12528
(914) 691-8100
FAX (914) 691-8246

November 16, 1998

Mrs. Leslie Leventhal
1129 Route 376
Wappingers Falls, New York 12590

**RE: FULL-TIME OCCUPATIONAL THERAPISTS, PHYSICAL
THERAPISTS, AND THERAPIST ASSISTANTS**

Dear Mrs. Leventhal:

The September 23, 1998 Side Letter regarding full-time occupational therapists, physical therapists, and therapist assistants states in part:

The November 22, 1995 Side Letter shall continue to govern with respect to the terms and conditions of employment relative to all Therapists and Assistants who are not employed in a full-time status. However, such Side Letter shall be modified to provide that the District shall reimburse a minimum of one hour per site when service is provided to a student at his/her home or when there is only one student at a given location receiving OT/PT services from a District provider.

Please sign below to memorialize this modification of the November 22, 1995 Side Letter. This letter shall be attached to such Side Letter and included in Appendix H of the 1998-2001 Collectively Negotiated Agreement.

Very truly yours,

SHAW & PERELSON, LLP

BY: 

MICHAEL K. LAMBERT ESQ.

MKL/sb


LESLIE LEVENTHAL

Dated: 3-23-99

6/28/96 SR

WAPPINGERS CENTRAL SCHOOL DISTRICT
HOLLOWBROOK PARK
BUILDING 3
15 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
(914) 298-5038

SCHOOL DISTRICT ATTORNEY

June 10, 1996

Ron Warman, President
Wappingers Congress of Teachers
1129 Route 376
Wappingers Falls, New York 12590

Re: **SIDE LETTER**

Dear Mr. Warman:

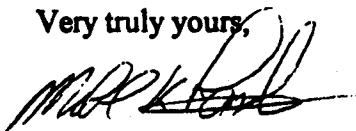
This side letter is provided to memorialize the tentative agreement reached at the February 13, 1996 mediation relative to the scheduling of parent conferences, program information meetings, and child study team meetings during teachers prep time. This agreement shall become binding upon the District only upon ratification by the Board of Education at a voting meeting of the Board of Education.

In consideration of the following, the Wappingers Congress of Teachers agrees to withdraw grievance number WF 5.862(306). Such withdrawal will be with prejudice with respect to Mr. Cerilli.

The parties agree that, if an administrator or teacher determines that it is necessary to schedule a meeting at which a teacher must be present, such meeting will be scheduled at a mutually agreed upon time and date. However, the parties recognize that there may be instances in which an administrator may, in the absence of a mutually agreed upon time and date, establish the time and date of such meeting, within the parameters of the teacher work day.

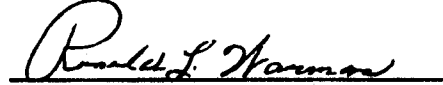
If you agree with the foregoing, please so indicate with your signature below.

Very truly yours,



Michael K. Lambert
School District Attorney

FOR THE CONGRESS:


Ron Warman, President
Wappingers Congress of Teachers

6/10/96
Date

S

WAPPINGERS CENTRAL SCHOOL DISTRICT
HOLLOWBROOK PARK
BUILDING 3
15 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
(914) 298-5038

SCHOOL DISTRICT ATTORNEY

July 12, 1996

Ronald L. Warman, President
Wappingers Congress of Teachers
1129 Route 376
Wappingers Falls, New York 12590

Re: Side Letter with Respect to Tuition Waivers

Dear Mr. Warman:

This side letter is provided to memorialize the agreement between the Wappingers Central School District (hereinafter "District") and the Wappingers Congress of Teachers (hereinafter: "Congress") with respect to the resolution of the issue which gave rise to the Improper Practice Charge in Case Number U-17549 (tuition waivers). This agreement shall become binding upon the District only upon ratification by the Board of Education at a voting meeting of said Board.

The District and the Congress agree as follows:

1. For supervision beginning on or after the Spring semester 1995, the supervising/critic teacher (hereinafter "teacher") shall have a choice of either a tuition voucher or a stipend for each student-teacher supervised. The District will notify each teacher of this choice by forwarding to such teacher a "Stipend/Waiver Election Form" provided by the State University of New York. Such option shall be available to the teacher until such time that the State University of New York determines otherwise. The amount of the tuition voucher and/or the stipend will be determined by the State University of New York.
2. If the teacher elects the tuition voucher but elects, in writing, not to utilize such tuition voucher for his or her own education, it shall be transferred to the District for allocation to another member of the professional staff within the Congress' bargaining unit in accordance with the procedure attached hereto. The District will offer the Congress an opportunity to provide written input prior to any future changes in this procedure.

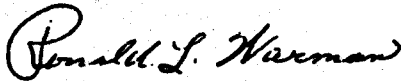
960712/u17549.ltr

3. If the teacher elects the tuition voucher but fails to utilize such tuition voucher for his or her own education within 23 months, it shall be transferred to the District for allocation to another member of the professional staff within the Congress' bargaining unit in accordance with the procedure attached hereto. The District will offer the Congress an opportunity to provide written input prior to any future changes in this procedure.
4. The Congress agrees to withdraw the Improper Practice Charge in Case Number U-17549 with prejudice upon ratification of this agreement by the Board of Education.
5. The terms of this side letter shall be attached to and made a part of the Collective Bargaining Agreement dated July 1, 1992 through June 30, 1998.

Very truly yours,



Michael K. Lambert
School District Attorney



Ronald L. Warman, President
Wappingers Congress of Teachers

7/15/96
Date

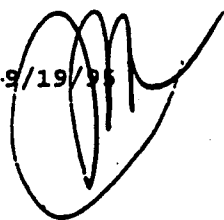
PERSONNEL OFFICE
WAPPINGERS CENTRAL SCHOOL DISTRICT
HOLLOWBROOK PARK - BUILDING 3
15 MYERS CORNERS ROAD
WAPPINGERS FALLS, N.Y. 12590



PERSONNEL

WCSD Criteria And Procedure For Dissemination Of Tuition Waivers:

- 1) When the Superintendent of Schools receives a tuition waiver, the Personnel Office will notify the cooperating teacher.
- 2) If the cooperating teacher wishes to use the waiver him/herself, or wishes to have the waiver transferred to a member of his/her immediate family who is a full-time WCSD teacher, he/she will contact the Personnel Office and the waiver will be forwarded. "Immediate family" is defined as spouse, child, parent, or sibling.
- 3) If, three months prior to the expiration date of the tuition waiver, the cooperating teacher has not contacted the Personnel Office or if the cooperating teacher has notified the Personnel Office that he/she does not intend to use the waiver and that no member of his/her immediate family who is a full-time WCSD teacher intends to use the waiver, the Personnel Office will post notice that any full-time WCSD teacher pursuing permanent certification in the certification area in which he/she is currently employed may apply for the waiver. If more than one teacher applies for the waiver, the Personnel Office will conduct a lottery.
- 4) If no full-time teachers pursuing permanent certification apply, the Personnel Office will then post notice that other full-time teachers may apply for the waiver. If more than one teacher applies for the waiver, the Personnel Office will conduct a lottery.

9/19/98 

SP

Memorandum of Agreement

The Wappingers Central School District (hereinafter District) and the Wappingers Congress of Teachers (hereinafter Congress) enter into this memorandum of agreement (hereinafter agreement) as a final resolution to the mediation conducted between the parties regarding the issue of the administration of epinephrine injections (epipens) by Congress members to the students of the District.

1. The District and the Congress recognize the importance of educational field trips as an aid to instruction. Further, the parties recognize that teachers stand in loco parentis of the students who have been placed in their charge and that they have the duty to take all steps which are reasonably necessary to ensure the health, safety and well being of such students. Such responsibility is inherent in the essence of what a teacher does.
2. There is no legal or medical reason why a teacher may not administer an epipen injection to an epipen dependent student who is unable to self-administer. However, for personal reasons, an individual teacher or teachers may be unable to administer an epipen injection in an emergency.
3. Therefore, the parties agree that when a student with an epipen prescription is involved in a field trip, the procedures contained herein shall be followed.
4. The District and the Congress will mutually develop an appropriate training program for the teachers with respect to the administration of epipen injections to students. This will be accomplished prior to the District scheduling any training programs for Congress members. The terms of the training shall be agreed to by both parties. Such program development will include the assistance of the School Physician and the participation of the respective school nurses.
5. The teacher who has an epipen dependent student in his/her classroom shall notify the school nurse of a pending field trip and will complete the required field trip request form. Such form shall be created and/or modified at the sole discretion of the District, but shall be consistent with the terms of the agreement.
6. When a field trip involves traveling to a location where a means of communication is not reasonably available in the event of an emergency involving an epipen dependent student, an alternative means of communication will be established. Such alternative means of communication may include a cellular telephone, a two-way radio on the bus, or any other device or procedure reasonably designed to address the potential problem.

7. If the epipen dependent student is grade 4 or above, the school nurse will determine whether the student's parent or guardian has given permission for the student to self-administer the epipen. The student will not be permitted to self-administer in the absence of such written permission.
8. Should an individual teacher reach the conclusion that he/she will be personally unable to administer an epipen injection to a student, such teacher will be permitted to take a sick leave day on the date of the field trip. A substitute teacher who is able to assume the responsibility for the well being of the students will be hired to accompany the class on the field trip. The teacher who is unable to administer epipen injections to students on a field trip must provide to the District a note from his/her physician or other health care professional indicating proof that he/she is unable to do so. Such note shall only be required once annually and will be kept on file with the Personnel Office for reference when the teacher requires the use of a sick leave day for the purpose set forth hereinabove.
9. The parent and/or guardian of an epipen dependent student will be invited to chaperone the trip and assume responsibility for administering the epipen in the event of an emergency, if the student's teacher is not accepting responsibility for administering the epipen to such student. The parent or guardian may also designate another adult to do so. Such designation shall be in writing and shall be on file with the student's teacher and the school nurse.
10. Should such epipen dependent student's parent or guardian decline to chaperone the field trip or to appoint another adult to do so, the teacher accompanying the student on the field trip will assume responsibility for administering the epipen in an emergency.
11. The school nurse will prepare the epipen kit for the teacher prior to the field trip. The teacher accompanying the class on the trip will deliver the epipen kit to the bus driver, who will carry it in the First Aid Kit while transporting students to and from the field trip location.
12. Upon arrival at the field trip location, the epipen kit will be transferred by the teacher to one of the following people:
 - a. parent, guardian, or other designated adult
 - b. student (if written permission to self-administer has been obtained)
 - c. if none of the above, then the teacher will retain possession
13. In any case involving the administering of an epipen injection to a student, an ambulance will be called immediately and the student will thereafter be transported to a health care facility for appropriate medical treatment.

14. If the epipen has not been used, it will be returned to the bus driver, transported back to the school in the First Aid Kit, and thereafter delivered by the teacher to the school nurse.
15. The terms of this memorandum shall be attached to and made a part of the Collective Bargaining Agreement between the named parties dated 1992-1998.
16. The terms of this memorandum shall not be precedent setting upon either party.
17. The terms of this agreement must be ratified by the Wappingers Central School District Board of Education.

So Agreed:

Wappingers Central School District

Wappingers Congress of Teachers

Robert C. Gibson
Board of Education

Date: 5/6/97

Ronald J. Warman
Ron Warman, President

Date: 5/5/97

LETTER OF AGREEMENT
by and between
the
WAPPINGERS CENTRAL SCHOOL DISTRICT
and the
WAPPINGERS CONGRESS OF TEACHERS

The Wappingers Congress of Teachers (hereinafter, the "Congress") and the Wappingers Central School District (hereinafter, the "District") hereby agree to the following in settlement of grievance WF 6.065 (WCT 480) – S. MacConnell Placement on Salary Schedule:

1. Article VIII, Section 8.5 of the collective bargaining agreement shall be amended as follows. After the second sentence, insert: "If the unit member is awarded a Master's degree, but the date of such degree is after the commencement of a semester, the unit member will be eligible for credit for the degree effective the beginning of the semester upon verification by the granting institution that all requirements for the degree were met in full prior to the first day of that semester."
2. Upon withdrawal of grievance WF 6.065 (WCT 480), Sarah MacConnell will receive payment of the salary increase for the Master's degree retroactive to September 1, 2001, in accordance with the provisions of the collective bargaining agreement.
3. The parties acknowledge that this settlement shall not constitute an admission of liability by either party and, as such, may not be used against either party in any forum or proceeding, except as proof of the language modified herein. This agreement is solely for the purpose of efficiency and economy in order to avoid additional litigation.

This agreement must be approved by the Board of Education.

11-7-02
Date

FOR THE DISTRICT

Ved Shrivah
Ved Shrivah, President: Board of Education

JD/cr
(cr/wct/Side Letter MacConnell)

FOR THE CONGRESS

Leslie Leventhal
Leslie Leventhal, President: WCT 11/6/02

MEMORANDUM OF AGREEMENT (hereinafter "MOA")

THIS AGREEMENT, entered into as of the 27th day of June 2005, by and between Wappingers Central School District ("Employer") and the Wappingers Congress of Teachers (the "Association"), does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective June 27, 2005 the Employer and Association agree to the following:

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and

¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

 P.D.C.

- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to five (5) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
 4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
 5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
 6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
 7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
 8. **Employer Non-Elective Contribution Equal to Termination Pay** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who

is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Section 11.2 of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than thirty days following the employee's severance date.

- P.D.C.*
9. ~~Salary Elective Program. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than February 1st. The total amount of Employer's Non-Elective Contribution for each eligible employee shall equal \$20,000 and shall be made within thirty days of employee's severance date. Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended. Excess contributions shall be handled in accordance with paragraph 2 of this agreement.~~
- P.D.C.*

For Employer

By: *Richard A. Powell*

Dated: *4/27/05*

For the Association

By: *Pasquale Delli-Capri*

Dated: *6/24/05*

NOV 2 2006

LETTER OF AGREEMENT

By and between

the

WAPPINGERS CENTRAL SCHOOL DISTRICT

and the

WAPPINGERS CONGRESS OF TEACHERS

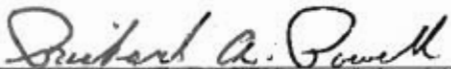
It is hereby agreed by and between the Wappingers Central School District (hereinafter the "District") and the Wappingers Congress of Teachers (hereinafter the "Congress") as follows:

1. The Congress agrees to withdraw with prejudice Grievance WF 6.176 (WCT #513), which pertains to counselor-in-charge use of accrued sick days during the month of July 2006.
2. The District agrees to allow grievant Bertrand Mazzuto to utilize ten accrued sick days to cover his absence during the month of July 2006.
3. The parties agree that this agreement shall apply solely to counselors-in-charge and that a counselor-in-charge shall only be entitled to utilize his/her accrued sick days during the month of July or August when he/she is unable to perform his/her job responsibilities for any ten work days during the month.

This agreement must be approved by the Board of Education.

Date 11/15/06

FOR THE DISTRICT



Richard A. Powell
President: Board of Education

FOR THE CONGRESS



Pasquale DelliCarpini
President: Wappingers Congress of Teachers