

AGREEMENT

between

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

and

THE BOCES TEACHERS' ASSOCIATION

FOR THE SCHOOL YEARS

JULY 1, 2025 through JUNE 30, 2028

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TABLE OF CONTENTS

PREAMBLE.....	1	
ARTICLE I	RECOGNITION	1
ARTICLE II	ACADEMIC FREEDOM	1
ARTICLE III	RIGHTS OF TEACHERS.....	1
ARTICLE IV	ASSOCIATION RIGHTS.....	2
ARTICLE V	DUES DEDUCTIONS.....	2
ARTICLE VI	NO STRIKE PLEDGE.....	2
ARTICLE VII	WORKDAY.....	3
ARTICLE VIII	COVERAGE FOR ABSENT TEACHERS	8
ARTICLE IX	JOB DESCRIPTIONS AND PROMOTIONS	10
ARTICLE X	TEACHER ASSIGNMENTS AND TRANSFERS	10
ARTICLE XI	TEACHER OBSERVATION AND FILES	11
ARTICLE XII	PHYSICAL AND OCCUPATIONAL THERAPISTS	14
ARTICLE XIII	SCHOOL FACILITIES.....	15
ARTICLE XIV	TEACHER PROTECTION.....	15
ARTICLE XV	STUDENT DISCIPLINE.....	16
ARTICLE XVI	REDUCTION IN FORCE.....	17
ARTICLE XVII	LEAVES OF ABSENCE	18
ARTICLE XVIII	COMPENSATION.....	21
ARTICLE XIX	PAYROLL OPTIONS, PAYROLL CALENDARS & DEDUCTIONS	27
ARTICLE XX	INSURANCES.....	28
ARTICLE XXI	WORK YEAR.....	30
ARTICLE XXII	MENTORING.....	30
ARTICLE XXIII	TUITION REIMBURSEMENT FOR TEACHING ASSISTANTS	30
ARTICLE XXIV	GRIEVANCE PROCEDURE	31

Appendix A-1:	Teachers' Salary Schedule 2025-2026
Appendix A-2:	Teachers' Salary Schedule 2026-2027
Appendix A-3:	Teachers' Salary Schedule 2027-2028
Appendix B-1:	New Teachers' Salary Schedule 2025-2026
Appendix B-2:	New Teachers' Salary Schedule 2026-2027
Appendix B-3:	New Teachers' Salary Schedule 2027-2028
Appendix C:	Teaching Assistants' Salary Schedules: 2025-26, 2026-27, 2027-28
Appendix D:	New Teaching Assistants' Salary Schedules: 2025-26, 2026-27, 2027-28

PREAMBLE

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

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive representative of all certified personnel, and physical and occupational therapists, (excluding, however, the District Superintendent, Deputy Superintendent, Assistant Superintendents, Directors, Assistant Directors, Administrative Assistants, Coordinators, Supervisors, other administrative personnel, and per diem and hourly rate personnel) for the purposes of Article 14 of the Civil Service Law. For the purpose of this document, the word "teacher," unless otherwise indicated, will be defined as all certified personnel, and physical and occupational therapists.

ARTICLE II - ACADEMIC FREEDOM

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

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

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

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

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

ARTICLE III - RIGHTS OF TEACHERS

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

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

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

ARTICLE IV - ASSOCIATION RIGHTS

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

ARTICLE V - DUES DEDUCTIONS

The BOCES agrees as herewith provided to deduct from compensation due to the employees represented by the Association and remit to the Association the Association membership dues and the dues of other professional associations indicated by each member thereof who authorizes such deductions by means of the presentation to the BOCES of a written signed document. Such authorization shall be continuous unless revoked in writing. All such dues authorized to be deducted by such documents shall be deducted from compensation due to the authorizing employee in equal, even dollar amounts (or as equal as possible) between the period of September 1st and June 30th. For documents received after September 1st, deductions shall be made in the same manner during the inclusive months. Remittance by the BOCES to the Association shall be made in 10 payments; one at the end of each month of dues deductions.

ARTICLE VI - NO STRIKE PLEDGE

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

ARTICLE VII - WORKDAY

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

- a) **Itinerant Staff:** Staff member is district-based, contracted by the districts for part of the day (must be less than a full-time employee in any single district).
- b) **Shared Staff:** Staff member travels to multiple sites during the same workday and therefore requires travel time. (There is a 260 minute limit per day on instructional time for these staff members).
- c) **Multi-Site Staff:** Staff member changes sites on different days (for example, two days at Site A and three days at Site B). These staff members do not visit more than one site on a single day and therefore do not require travel time during the workday.

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

A. Special Services

1. All BOCES Facilities

- a. Teachers assigned to BOCES facilities shall work 7 hours per day except as provided in "b" below.
- b. Teachers shall fulfill the following specific professional responsibilities:
 1. Teachers shall be required to attend no more than 10 staff meetings per year after the workday. One staff meeting shall be directly related to mental health strategies and wellness support for staff.
 2. Teachers shall be required to have no more than two (2) parent conferences per year per student after the workday.
 3. Conferences with supervisors may be held, if necessary, after the workday, only for evaluation purposes in accordance with the evaluation provisions. The foregoing provision, however, does not preclude supervisors from meeting with probationary teachers for discussions regarding improvement of instruction after the workday, provided such meetings do not occur an unreasonable number of times and teachers are not improperly pressured to attend.
 4. Teachers may be required to care for children after the workday only in unusual circumstances such as class trips.
 5. In no case shall a child be left unattended by a teacher on school grounds after the workday.
- c. Each teacher shall have 45 minutes of planning/preparation time per day during the instructional day. Teaching assistants shall have three planning/preparation periods per week during the instructional day. For the other two days in the week, teaching assistants shall be assigned to provide instructional or non-instructional duties at the administration's discretion. For any week that has less than five days of student contact time, it is understood that the teaching assistants will have a minimum of two days where they will be assigned instructional or non-instructional duties at the administration's discretion.
- d. There shall be six (6) half days each school year for planning/preparation, with a minimum of two (2) half days for team planning/preparation, unless such half days would violate the Rules of the Regents or the Regulations of the Commissioner of Education or aid would be lost, in which case the matter shall be reopened for negotiations within two (2) weeks.

- e. Planning/preparation time shall be used for case conferences, developing activities and curriculum for students' continuing growth, and coordinating the activities of teacher teams. Teachers have an obligation to have sufficient plans for substitutes to utilize when covering a class submitted to their supervisors.
- f. Each teacher shall have a 30-minute duty-free lunch period during the instructional day.

2. School District Facilities

- a. Teachers assigned to district classes shall work the same workday as teachers in the district assigned to the building except as provided in "b" below.
- b. Teachers shall fulfill the following specific professional responsibilities:
 1. Teachers shall be required to attend no more than 10 BOCES staff meetings after the workday. One staff meeting shall be directly related to mental health strategies and wellness support for staff.
 2. Teachers shall be required to have no more than two (2) parent conferences per year per student after the workday.
 3. Conferences with supervisors may be held after the workday for evaluation purposes in accordance with the evaluation provisions or in emergencies. The foregoing provision, however, does not preclude supervisors from meeting with probationary teachers for discussions regarding improvement of instruction after the workday provided such meetings do not occur an unreasonable number of times and teachers are not improperly pressured to attend.
 4. Additional time beyond the workday may be required for supervision of buses.
 5. Teachers may be required to care for children after the workday only in unusual circumstances such as class trips.
 6. In no case shall a child be left unattended by a teacher on school grounds after the workday.
 7. It is expected that teachers will be participating members of the host district's school faculty and curriculum meetings when appropriate.
- c. Teachers shall have the same planning/preparation time and duty-free lunchtime each day as is provided for the district teachers in the building. Planning/preparation time shall be used as set forth in A.1.e. above.

3. For programs and locations which share students during the school day, the schedule of the host district shall be followed by all parts of the program involved.

4. I.E.P./Technology Committee - A committee consisting of three (3) teachers to be appointed by the President of the Association and three (3) administrators to be appointed by the Superintendent or their designee shall meet as requested by either party to review the individual education plan (IEP) procedures, identify issues, determine needs for hardware and software, and make advisory recommendations to the Superintendent.

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

B. Career Services

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

Probationary teachers may be required to attend up to twelve (12) additional meetings in their first year of service, up to eight (8) additional meetings in their second year of service and up to four (4) additional meetings in their third year of service.
 - b. One staff meeting shall be directly related to mental health strategies and wellness support for staff.
 - c. Teachers shall report to their stations ten (10) minutes before class time. They may be scheduled periodically for supervision of bus loading and unloading. No more than six (6) teachers shall be required to supervise bus loading or unloading at any one time.
 - d. Teachers shall have parent conferences after the workday as necessary.
 - e. Teachers may be required to care for children after the workday only in unusual circumstances such as class trips.

C. Shared Services

1. Shared teachers shall work a seven (7) hour workday except as provided in 2 below.
2. Shared teachers shall fulfill the following specific professional responsibilities:
 - a. They shall be required to attend no more than ten (10) BOCES staff meetings after the workday. One staff meeting shall be directly related to mental health strategies and wellness support for staff.
 - b. They shall be required to have no more than two (2) parent conferences per year per student after the workday.
 - c. Conferences with supervisors may be held if necessary, after the workday, only for evaluation purposes in accordance with the evaluation provisions. The foregoing provision, however, does not preclude supervisors from meeting with probationary teachers for discussions regarding improvement of instruction after the workday provided such meetings do not occur an unreasonable

number of times and teachers are not improperly pressured to attend.

- d. They may be required to care for children after the workday only in unusual circumstances such as class trips.
- e. In no case shall a child be left unattended by a teacher on school grounds after the workday.
- f. It is expected that shared teachers will be participating members of the host district's school faculty and curriculum meetings when appropriate.
3. Shared teachers shall have 45 minutes of planning/preparation time and a 30-minute duty-free lunch period each day. They shall not be assigned for more than 260 minutes of instructional time per day. If a unit member is assigned to three (3) or more sites, the unit member will not be assigned for more than 250 minutes of instructional time per day. Planning/preparation time shall be used for case conferences, developing activities and curriculum for students' continuing growth and coordinating the activities of teacher teams.

D. Incarcerated Youth Program (IYP):

1. Teachers shall work a seven (7) hour workday except as provided in 2 below.
2. Teachers shall fulfill the following specific professional responsibilities:
 - a. They shall be required to attend no more than ten (10) BOCES staff meetings after the workday. One staff meeting shall be directly related to mental health strategies and wellness support for staff.
 - b. They shall be required to have no more than two (2) parent conferences per year per student after the workday.
 - c. Conferences with supervisors may be held if necessary, after the workday, only for evaluation purposes in accordance with the evaluation provisions. The foregoing provision, however, does not preclude supervisors from meeting with probationary teachers for discussions regarding improvement of instruction after the workday provided such meetings do not occur an unreasonable number of times and teachers are not improperly pressured to attend.
 - d. They may be required to care for children after the workday only in unusual circumstances such as class trips.
 - e. In no case shall a child be left unattended by a teacher on school grounds after the workday.
3. Each teacher assigned to I.Y.P. shall have 45 minutes of planning/preparation time per day during the instructional day. Teaching assistants shall have three (3) planning/preparation periods per week during the instructional day. For the other two (2) days in the week, teaching assistants shall be assigned to provide instructional or non-instructional duties at the administration's discretion. For any week that has less than five (5) days of student contact time, it is understood that the teaching assistants will have a minimum of (2) two days where they will be assigned instructional or non-instructional duties at the administration's discretion.
4. Planning/preparation time shall be used for case conferences, developing activities and curriculum for students' continuing growth and coordinating the activities of teaching teams.
5. Each teacher shall have a 30-minute duty-free lunch period during the instructional day.

E. Attendance and Notification of Absence

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

F. Early Leaving

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

G. Staff Meetings

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

H. Curriculum Preparation

A teacher may be asked by the administration to prepare a curriculum manual in a prescribed form, as opposed to regular and normal planning. In such case, the request may be that the teacher does the preparation during released time provided by the administration or on their own time for compensation. In the latter case, the compensation shall be at the teacher's rate of pay for time spent. For example, one day's work on the curriculum manual would be compensated at 1/200 of the teacher's annual salary. If the request is that the work

be done during the teacher's own time, it may be refused by the teacher, but not otherwise. If the teacher should decline to do the work, the BOCES may arrange to have it done elsewhere.

ARTICLE VIII - COVERAGE FOR ABSENT TEACHERS

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

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

Classroom Structure: Teacher & Teaching Assistant

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

Classroom Structure: Teacher & 2 Teaching Assistants

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

Classroom Structure: Teacher, Teaching Assistant & Aide

Absent	Upgrade	Substitute
Teacher	Assistant only if no certified teacher substitute is available	Substitute fills assistant position
Assistant (Non-1:1)	Aide only if no assistant substitute is available	If aide substitute is available, substitute fills aide position
Assistant (Non-1:1)	Teacher	Only when no substitute is available
Teacher & Assistant (Non-1:1)	Aide with supervisor permission	Substitute(s) fills assistant &/or aide position only if no certified teacher substitute is available
Aide (Non-1:1)	Teaching assistant	Only when no substitute is available

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

Absent	Upgrade	Substitute
Teacher	Rotation of assistants only if no certified teacher substitute is available	Substitute fills assistant position
Assistant (Non-1:1)	Rotation of aides only if no <u>assistant substitute is available</u>	Substitute fills aide position
Assistant (Non-1:1)	Teacher	Only when no substitute is available
Aide (Non-1:1)	Teaching assistant	Only when no substitute is available

C. Parameters

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

Examples of situations

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

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

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

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

ARTICLE IX - JOB DESCRIPTIONS AND PROMOTIONS

A. Job Descriptions

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

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

B. Promotions

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

Staff members who feel they possess the necessary qualifications should file an application for the position in which they are interested. Staff members who have the necessary qualifications as determined by SWBOCES shall be granted an interview for the vacant position.

It is understood that bargaining unit members who take administrative positions and are then returned to a teaching position will retain their leave accruals and seniority they had when they left their teaching position for the administrative position.

ARTICLE X - TEACHER ASSIGNMENTS AND TRANSFERS

A. Continuation of Employment of Probationary Teachers - Probationary teachers shall be notified by May 1st of each year if their employment will not be continued into the following school year as a result of their professional evaluations. In the final year of their probationary term, they shall be notified by April 15 if they will not be recommended for tenure if their probationary term began at the beginning of a school year. In the final year of the probationary term, when the probationary term began during the course of the school year, they shall be notified 75 calendar days before the end of their probationary term. (This provision does not apply to physical and occupational therapists.)

B. Notification of Assignment – The administration will endeavor to notify teachers by May 31st of their assignment for the following year. In cases where such notification cannot be given by May 31st, due to variables such as fluctuating enrollment, take-over of programs, or availability of rooms, the Director of the program, or their designee, shall inform the teacher(s) of the reason. Notification shall be given as soon as feasible after May 31st. The administration will endeavor to inform related service providers of their roster of students and provide all

required student-specific information no later than one calendar week before the start of school. It is understood that changes to the roster may occur due to the late arrival of students.

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

D. Involuntary Transfers

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

ARTICLE XI - TEACHER OBSERVATION AND FILES

A. Teacher Observation Procedures

1. Teachers covered under the New York State Annual Professional Performance Review (APPR) will receive their annual observation in accordance with the mutually agreed APPR Plan (see APPR Summary Document). All other Teachers will receive observations as outlined below.
2. The observation process is a collaborative one between the teacher and supervisor, conducted through formal and informal observations. Teacher portfolios may be developed, and various other artifacts and measurements may also be incorporated in the process when mutually agreed to by both parties.
3. All observations of work performance of a teacher shall be conducted openly with full knowledge of the teacher. Recording equipment shall not be used in an observation of a teacher. Such equipment may be suggested and used for such purposes as self-improvement so long as the participation of the teacher is voluntary, and the recordings are stored as prescribed by the teacher.

4. Written Reports

- a. An observation report will be written following a formal observation. It will include specific information relevant to the observation, a statement of instructional strengths, weaknesses and suggestions for improving future performance should this be necessary.
- b. An observation report will assess the performance of the teacher over an extended period of time and may include not only observation information, but other data as well.

5. In addition to formal observations, administrators may make drop-in visits. Following a drop-in visit, the administrator may provide verbal feedback. If a concern arises that is observed again in a subsequent drop-in visit, it will be noted in writing.

6. All probationary and tenured teachers shall receive a pre-observation conference with their supervisor within five (5) school days prior to the scheduled observation.

- a. Probationary and tenured Teaching Assistants must submit a Pre-Observation Form at, or prior to, the pre-observation conference for an announced observation and must attend a pre-observation conference.
- b. Probationary and tenured teachers must submit the Pre-Observation Form and a lesson plan at, or prior to, the pre-observation conference for an announced observation and must attend a pre-observation conference.

7. A supervisor or administrator visiting a class for the purpose of formally observing a teacher shall remain in the classroom for a sufficient period of time to make the observation valid, but in no case less than 20 minutes. The written observation report shall indicate the time spent in the observation.

8. A copy of the observation report shall be given to the teacher and a conference shall be held within eight (8) school days after the observation. The resulting report shall be signed by the teacher to indicate they have seen and discussed it or have been given the option to discuss it. If the teacher is rated as ineffective during any observation, then the teacher or the supervisor may elect to have an additional observation conducted by another supervisor.

9. Each probationary teacher shall be observed at least two (2) times each year, but no less than once each semester. Tenured teachers shall be observed at least once each year.

In the case of a probationary teacher first employed after January 1, the teacher shall be observed at least one time during that school year.

All observations shall be completed no later than May 1st of each school year.

10. Teachers have a right to submit a written response to an observation report. The response must be submitted within ten (10) school days of the receipt of the report. This submission shall be attached to all copies of the report.
11. In order to provide the teacher with a fair opportunity to overcome any deficiencies, any comment relating to teacher weaknesses shall be accompanied by suggestions for improvement with reasonable time to demonstrate improvement. Other forms of assistance may be suggested by the teacher or the administrator. The teacher may also request additional observations.
12. No unit member participating in any collaborative activity including but not limited to mentor, peer coach, team leader, Department Chair, or Teacher on Special Assignment (TOSA) will act in any supervisory capacity.

13. Prior to any observation, the observation form, which includes the criteria for observation, must be communicated to each teacher. (In the teacher's handbook, or other forms or methods chosen by the administration.)

B. Teacher Improvement Plan

1. If a tenured teacher's observation places the teacher in jeopardy of receiving an ineffective rating, the supervisor will assist the teacher in receiving remediation for at least one full semester to improve the teacher's performance. If the program level intervention fails to improve the teacher's performance, the principal or supervisor may require the development of a Teacher Improvement Plan.
2. The plan will be developed by the supervisor in consultation with such teacher.
3. A union representative will be present unless the teacher refuses such representation.
4. All requirements of the Teacher Improvement Plan must occur within the workday or work year.
5. It is the responsibility of the teacher to follow the Teacher Improvement Plan and to improve their performance. SWBOCES recognizes its responsibility to support the teacher in accordance with the agreed Teacher Improvement Plan. SWBOCES may keep a teacher on a Teacher Improvement Plan until they achieve an effective rating.
6. A probationary teacher may be placed on a Teacher Improvement Plan at any time if their performance is deemed ineffective. The BOCES retains all rights granted under laws pertaining to probationary teachers.

C. APPR Committee

1. A committee consisting of five (5) teachers appointed by the BTA and five (5) administrators will meet regularly or as requested by either party for the following purposes:
 - a. Edit and revise the professional review practices including forms, supervisory strategies and techniques and criteria used in supervision and observation of certified staff.
 - b. Review the process of APPR to ensure its efficacy in meeting the objectives of collaboration, skill enhancement and support for teaching personnel.
 - c. Review any procedural issues that may be inconsistent with the intent of collaboration, skill enhancement, and support of teaching personnel. It is not the responsibility of the APPR Committee to review individual cases.
2. This committee will report to the District Superintendent or their designee and BTA President at least annually, or more often as needed. No change involving a mandatory subject of bargaining will be implemented without Union agreement. It is understood that the Board retains the right of final approval.

D. Teachers Files

1. The teacher file shall be maintained by the Board and should contain at least the following records:
 - a. Application for employment and/or letters of application.
 - b. Official transcripts.
 - c. Records relative to certification status.
 - d. Records relative to sick and/or personal leave, maternity leave, leaves of absence, and sabbatical leave.

- e. Copies of probationary appointment and tenure notification.
- f. Narrative statements, reports of observations and other material relating to the teacher's performance.
- g. Copies of salary notices and authorizations for deductions.
- h. Copy of Oath of Allegiance.

2. For practical purposes, information relative to salary and deductions are kept by the Business Office; the remainder of the file shall be kept in the Human Resources Office in forms best suited for efficient operation. However, duplicate information relative to salary and deductions may also be kept in the files in the Human Resources Office.

3. Any material relative to a teacher's conduct, service, character or professionalism written by an administrator or supervisor within SWBOCES or by an administrator of a school district shall not be placed in their personnel file or communicated to a third party unless the teacher has had an opportunity to review the material. "Third party" in the foregoing sentence shall not be deemed to include members of the secretarial staff or the Director or Assistant Director of the Center.

Any written communication which is not made a part of the teacher's personnel file within 40 school days of the occurrence involved or the date such an occurrence became known to the administrator of the district, or SWBOCES administrator, whichever is later, cannot be utilized in the evaluation of a teacher's conduct, service, character or professionalism. The teacher shall acknowledge that they have had an opportunity to review the material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The teacher shall also have the right to submit a written answer to such material within 15 school days of receipt and their answer shall be reviewed by the Superintendent, or their designee, and attached to the file copy.

4. A teacher shall be notified personally or in writing within 48 hours of any formal complaint by parents of a student or by a student. Mailing or emailing a note to an absent teacher shall constitute notice. The teacher shall be afforded an opportunity to reply to the complaint. No complaint, letter, or report shall be placed in a teacher's file without the teacher's knowledge and without an opportunity to meet with the complainants. The teacher shall also have the opportunity to make a written statement to be attached to the original complaint.

5. Material shall be removed from the files when a teacher's claim that it is inaccurate as to factual matter is sustained by the Superintendent or designee.

6. Teachers shall have the right upon reasonable notice to review the contents of their personnel file in the presence of the Director of Human Resources, or their designee, and to make a copy of any document in it. Pre-employment materials classified as confidential, such as letters of reference and placement folders, shall be removed from the file before review. A teacher shall be entitled to have a representative of the Association accompany them during such review.

ARTICLE XII - PHYSICAL AND OCCUPATIONAL THERAPISTS

Full-time physical and occupational therapists shall serve a twelve-month probationary period. They may be discharged during such period or at the end of such period at the discretion of the BOCES.

ARTICLE XIII - SCHOOL FACILITIES

- A. Wherever possible, the BOCES shall provide teachers assigned to facilities under the BOCES' control with the following:
 - 1. A secure desk, coat closet, and storage space in their classroom.
 - 2. Clean, well-lit restroom facilities separate from those provided for students.
 - 3. A clean, well-lit, and appropriately maintained Faculty Room.
 - 4. A preparation room of adequate size with appropriate supplies and equipment. Computers and copying equipment shall be furnished.
 - 5. Adequate and properly maintained parking area.
- B. In any situation in which the BOCES plans to move a program to existing space or to place a program in space that is new or will be renovated, the Superintendent or their designee will notify the Association President, who will designate unit members to advise the Superintendent or their designee regarding the needs within that space. The Superintendent or their designee and the President will determine the timetable for the exchange of information, meetings, and other activities that may be necessary.

ARTICLE XIV - TEACHER PROTECTION

A. Reports of Assaults

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

B. Save Harmless

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

C. Absence Due to Injury on the Job

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

Effective July 1, 2004, if a teacher is absent as a result of personal injury due to an assault or accident occurring in the course of their employment, they shall be paid their full salary for the period of disablement without charge to sick leave for up to forty (40) days. Once the employee's Worker's Compensation claim has been

decided by the Workers Compensation Board, the employee's sick leave accrual will be adjusted to reflect the leave time approved by the New York State Workers Compensation Board. If the number of days approved by the Workers Compensation Board is less than the number of days taken by the employee, the number of days in excess of the number of approved days shall be deducted from the employee's sick leave accrual or future sick leave accrual. There will be no use of sick leave bank for this purpose. It is understood that the language in the previous three sentences will go into effect on January 1, 2018 and will be followed for any future absences related to workers' compensation injury and illness, including any future absences for previously suffered work-related injury and illness. If the teacher thereafter continues to be absent and uses leave time because of the injury, their leave time deduction shall be recrated according to the following formula: half day for each day that BOCES is reimbursed pursuant to a Workers' Compensation award. The teacher shall file a claim for Workers' Compensation benefits within 48 hours after the incident and notify the supervisor and Benefits Office as to date of return to work. The teacher shall prosecute any claim for benefits. Any award, up to the amount paid the teacher by the Board while the teacher was absent, shall become the property of the Board unless the teacher's right to sick leave has been exhausted, at which point such payments shall be the property of the teacher. Failure to notify the Benefits Office of the date of return to work shall result in a deduction of the compensation of the substitute from the teacher's pay.

D. Personal Automobiles

A teacher shall not be directed to use their personal automobile to transport students, except in an emergency.

E. Reimbursement for Property Damage or Loss

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

ARTICLE XV - STUDENT DISCIPLINE

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

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

When, in the professional judgment of the teacher, in consultation with the supervisor, it appears that a particular student requires the attention of school counselors, guidance counselors, school social workers or school psychologists, the administration will take steps to assist the teacher with respect to the student.

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

The affected student, removed from their class by the supervisor or the building principal, will be readmitted to the classroom only upon direct authorization of the supervisor, or, when appropriate, by guidelines from the supervisor for the future handling of the case. Individual records shall be maintained on student discipline.

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

ARTICLE XVI - REDUCTION IN FORCE

A. Definition

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

B. Seniority

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

C. Notice

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

D. Termination Pay

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

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

E. Benefits

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

F. Preference as Substitute

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

G. Consideration for other Positions

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

H. Lists

BOCES shall annually provide the Association with a seniority list.

ARTICLE XVII - LEAVES OF ABSENCE

A. Child Care Leave

1. Commencement of Leave

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

2. Termination of Leave

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

B. Personal Leave

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

C. Sick Leave

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

Unit members may use up to five (5) of their accrued sick leave days for immediate family illness. For the purposes of immediate family illness days, immediate family is defined as "spouse, children, parents,

grandparents, siblings, mother-in-law, father-in-law, or partners.” After four (4) or more consecutive days of immediate family illness time, a unit member may be required to provide a physician’s note to the Director of Human Resources upon return to work explaining the reasons why their immediate family member needed the unit member to care for them.

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

- a. The fifth day of absence for unit members with an annual allotment of ten (10) sick days;
- b. The seventh day of absence for unit members with an annual allotment of fifteen (15) sick days.
- c. If the physician’s note is not provided by the deadline in subparagraph (a) or (b) above, the unit member will not receive their annual accruals of sick leave until they attend a day of work.
- d. This paragraph does not diminish or change the rights to previously accrued leave time.

2. Sick Leave Bank – A sick leave bank will be made available, as provided in this section, for those members of the bargaining unit disabled due to serious, long-term illness or injury.

a. Eligibility

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

b. Contributions

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

c. Committee

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

d. Application For Use

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

e. Maximum Withdrawal

Except as provided hereafter, an eligible member may withdraw no more than eighty (80) days from the bank in any one (1) year period, subject to the availability of days in the bank. An eligible member may withdraw no more than one hundred eighty (180) days from the bank during their lifetime, subject

to the availability of days in the bank. Unit members during their first three (3) years of employment may not withdraw more than five (5) days per year.

3. Unused Sick Leave:

- a. Unused sick leave will be cumulative up to 200 days for full time teachers for sick leave purposes. Unused sick leave used for payment towards health insurance in retirement may be accumulated up to and including 225 days. Teachers shall be notified once during each school year of their personal sick leave accumulation.
- b. If a bargaining unit member provides BOCES with an irrevocable notice of retirement by January 15th of their intention to retire into the New York State Retirement System with a retirement date effective between the last workday in June (as approved by the Board of Education on the BOCES calendar) and August 31st or provides BOCES with an irrevocable notice of retirement by May 1st of their intention to retire into the New York State Retirement System with an effective retirement date of the last workday in the following January, and who has 50 or more accumulated sick days upon the date of retirement, the unit member shall be eligible for compensation of credit towards the payment of health insurance in retirement. Any bargaining unit member so eligible shall receive credit towards the payment of health insurance in retirement in the following amounts:
 - i. \$90 for each day for the first 124 days of accumulated sick days;
 - ii. \$140 for each day for days 125-149 of accumulated sick days;
 - iii. \$190 for each day for days 150-225 of accumulated sick days.

If there exists a legitimate, extenuating circumstance that would not allow for the employee to provide the notice by January 15th for a retirement date between the last workday in June and August 31st or May 1st for a retirement date on the last workday in the following January, the BOCES Deputy Superintendent or their designee may excuse such requirement. This decision shall not be subject to the grievance provision of this Contract.

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

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

D. Jury Duty Leave

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

E. Bereavement Leave

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

ARTICLE XVIII - COMPENSATION

A. Teachers' Salary Schedules

The salary increases for the 2025-2026 through 2027-2028 school years are reflected on the salary schedules set forth in Appendix A and B. The salary increases for each year are as follows:

a.	2025-2026	2.00%
b.	2026-2027	2.00%
c.	2027-2028	2.00%

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

B. Teachers' Longevity

Teachers shall be granted a non-cumulative longevity payment for each year of their actual service with the BOCES as provided below.

Beginning of the 20 th year	\$4,200 total
Beginning of the 25 th year	\$6,500 total
Beginning of the 30 th year	\$7,800 total

A unit member needs to be employed by January 31st of their first year of employment to get credit for the year in terms of years of service for the purpose of longevity. In any other year, a unit member must be paid for at least half the scheduled workdays in a year to get credit for the year in terms of years of service for the purpose of longevity.

C. Differentials

1. The stipend of a team leader shall be the following:

\$5,356

2. The duties for team leader shall include the following:

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

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

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

D. Before and After School Intervention Services (BASIS)

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

entirely with the BOCES. It is also understood and agreed that the members of the bargaining unit referenced above will be given preference for assignments. However, the final selection as to who will participate will be subject to the BOCES determination as to who is best suited to serve the interest of the students in question, whether from within or outside the bargaining unit. Selection of staff and their assignments for these programs are not subject to any form of the grievance procedure. in the applicable contracts.

6. All employees who provide these services in a given workweek, will be required to account for all hours worked that week, all mileage reimbursement for travel in the same time period, and any other required documents for the work performed using BOCES established forms, practices and procedures.

E. Courses for Salary Credit

1. College or university courses may be taken by teachers for salary credit if approved in advance by the District Superintendent or their designee. As of January 1, 2001, salary credit will be granted for approved courses related to School Administration.
2. Effective September 1, 2009, graduate on-line or virtual courses may be taken for salary credit subject to the approval of the Director of Human Resources. Such approval shall not be unreasonably denied.
3. Inservice courses and online courses may be taken by teachers for salary credit if approved in advance by the District Superintendent or their designee subject to the following: Approved inservice courses shall not exceed four (4) credits for each ten (10) credit lane or six (6) credits for each fifteen (15) credit lane of the courses required for each horizontal move from column to the next higher column. Inservice courses shall be approved for salary credit on the same basis and under the same conditions as college courses. Courses are not eligible for both credit and reimbursement.
4. Requests for salary increases for each 10-point block, where applicable, and 15-point block as provided for on the salary schedule must be made in writing to the Director of Human Resources by the teacher who expects to take courses for salary credit no later than April 1st of the year preceding the school year for which they are requesting the salary increase. Failure to make such request by April 1 shall result in the teacher being ineligible for the salary increase.
5. Salary increases for approved credits earned as provided above shall be made after official transcripts for credit earned are received by the Director of Human Resources. A teacher shall not be eligible for salary credit unless an official transcript is received.
6. Effective starting in the 2017-2018 school year, movement across lanes shall be limited to one lane every two years regardless of the number of credits the unit member has accumulated.

F. Reimbursement for Inservice Courses

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

1. The inservice course may be a BOCES funded course, developed and approved by the administration. It normally will be initiated by the Program Director who will forward the course outline to the Director of Human Resources for inclusion as an inservice offering to teachers.
2. The inservice course may be a BOCES approved course, that is, a course other than one funded by the BOCES. The teacher desiring to take a course shall submit the course outline or course description to their Program Director at least two (2) weeks before the start of the course for approval. At the conclusion of the course, the teacher shall submit proof of satisfactory completion to the Director of Human Resources.

3. To be eligible for reimbursement, the teacher may not have more than 1 missed session per 15 hours, and must have completed all required assignments.
4. Except as provided above, reimbursement shall be in the amount of \$65 per unit for successfully completed courses. One (1) unit shall represent 15 hours of class time; two (2) units shall represent 30 hours of class time. Teachers may take inservice courses for reimbursement to a maximum of four (4) units per school year. Payment to the teacher shall be made in a separate check at the end of the school year.

G. Summer Employment

1. Effective July 1, 2022, teachers, clinicians and related service providers employed by the BOCES for a full six (6) hours for summer school during July and/or August shall be paid at a rate of 1/270th of their previous year's base salary, up to a maximum of four hundred and five dollars (\$405.00) per day. For each year of this agreement, the maximum compensation for summer school work will increase by \$5.00 per day.
2. Effective July 1, 2022, teaching assistants employed by the BOCES for a full six (6) hours for summer school during July and/or August shall be paid at a rate of 1/270th of their previous year's base salary, up to a maximum of one hundred and ninety dollars (\$190.00) per day. For each year of this agreement, the maximum compensation for summer school work will increase by \$5.00 per day.
3. It is understood that unit members hired who work for the BOCES during the school year shall not make less money than the posted hourly rate for non-unit members hired from the outside to work summer school. This includes certified teaching assistants who are hired as teachers.
4. Unit members will be given the right of first refusal for summer school position(s) for a title they hold during the school year, provided that during the school year in which the summer school appointment is made, the unit member:
 - Has used no more than twelve (12) sick days
 - Has not used any unpaid (payroll dock) days
 - Has not been subject to disciplinary action, nor received more than one (1) counseling memoranda.

In addition, for those members who accept a position in the Spring and then decide to "resign" that position, they must do so within five (5) days of being notified of such assignment or forfeit their right of first refusal for the next summer.

5. The parties agree that if a bargaining unit member is absent from a summer school assignment more than three (3) days without evidence of a legitimate need for the day off (e.g., a doctor's note), the unit member will not be eligible for a summer school assignment in the subsequent summer.
6. The parties agree that in the event that there are more eligible applicants than summer school positions, seniority will apply.
7. Unit members employed for a full 7-hour day by the BOCES for summer work other than summer school during July and/or August shall be paid at the daily rate of 1/230th of their prior year's base salary.

H. Physical Therapists

The parties agree that a Doctor of Physical Therapy Post-Professional Degree shall be defined as the course of study which is completed after obtaining the credentials required for attaining licensure as a certified physical therapist in the State of New York. The coursework necessary for a Doctor of Physical Therapy Post-Professional Degree typically requires thirty (30) to thirty-six (36) credits. A Doctor of Physical Therapy Post-Professional Degree shall be placed on the MA+30 salary column.

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

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

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

I. Teaching Assistants

1. Teaching Assistant Salary Schedule.

The salary increases for the 2025-2026 through 2027-28 school years reflected on the salary schedules set forth as Appendix C and D. The salary increases for each year are as follows:

- a. 2025-2026 2.00%
- b. 2026-2027 2.00%
- c. 2027-2028 2.00%

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

2. Longevity

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

- i. For any teaching assistant hired prior to July 1, 2025, beginning in the 8th year of their actual service with the Board: \$2,000 total. Any teaching assistant hired on or after July 1, 2025 is not eligible for longevity until the beginning of their 16th year of service
- ii. Beginning in the 16th year of their actual service with the Board: \$2,600
- iii. Beginning in the 20th year of their actual service with the Board: \$3,100
- iv. Beginning in the 25th year of their actual service with the Board: \$4,000.

3. Teaching Assistant Coverage

A teaching assistant shall be paid an additional \$85 per day if they substitute for an absent teacher.

4. Teaching Assistant Certification

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

J. Physical and Occupational Therapists' Salary

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

K. Mileage Reimbursement

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

L. Chaperone Pay

Unit members who act as chaperones on school-sanctioned trips shall receive \$50.00 per hour for a maximum of four (4) hours per day. This weekday rate applies only to hours before and after the contractual school day. Chaperones working weekend days and BOCES designated holidays shall receive \$50.00 per hour for a maximum of seven (7) hours per day. If the trip is overnight, the chaperone shall receive an additional \$150.00 for each overnight. Weekend pay rates start at 8:00 a.m. daily.

M. Response Team Stipend

- a. BTA Members who serve on the Response Team shall receive an annual stipend of \$2,000.00. Response team members who serve as certified trainers shall receive an annual stipend of \$2,500.00. Stipends shall be paid within three (3) weeks following the last day of school.
- b. Members who work the Extended School Year ("ESY") and serve on the Response Team shall be paid an additional \$500.00 ESY stipend. The stipend shall be paid by August 31st of the applicable year that the member worked the ESY.
- c. Payment of the Response Team stipend is dependent on completing a full school year of service from September 1st to June 30th and is separate and apart from the ESY. If a new cohort is certified by February 1st of any given year, members shall receive one half of the aforementioned stipend. Stipends shall be paid within three (3) weeks following the last day of school.
- d. Effective September 1, 2019, members shall be appointed on a yearly basis. A posting shall be sent to all bargaining unit members in accordance with Article IX.A, Job Description. BOCES shall have the final decision making authority on the selection of all candidates.
- e. Participation on the Response Team is voluntary and members may opt-out at any time.

N. Teacher on Special Assignment

The administration may appoint unit member(s) to serve as a "Teacher on Special Assignment" ("TOSA") to serve in roles such as, but not limited to, dean of students and/or instructional coaches. It is understood that

TOSA will be appointed annually. The BOCES is not required to appoint a TOSA every year. Any unit member who serves as a TOSA will be eligible for a \$2,000 stipend.

O. Department Chair

The administration may appoint unit member(s) to serve as Department Chairs. It is understood that Department Chairs will be appointed annually. The BOCES is not required to appoint a Department Chair every year. Any unit member who serves as a Department Chair will be eligible for a \$2,500 stipend.

ARTICLE XIX - PAYROLL OPTIONS, PAYROLL CALENDARS AND DEDUCTIONS

A. Payroll Options

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

B. Payroll Calendar

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

C. Payroll Deductions

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

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

ARTICLE XX - INSURANCES

A. Medical Plan

1. Eligibility

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

2. Premium Contribution

a. All eligible active teachers in the bargaining unit will contribute annually towards health insurance as follows:

- July 1, 2025 to June 30, 2026 – 16.75% of the individual or family premium for the NYSHIP Empire Plan.
- July 1, 2026 to June 30, 2027 – 17.75% of the individual or family premium for the NYSHIP Empire Plan.
- July 1, 2027 to June 30, 2028 – 18.75% of the individual or family premium for the NYSHIP Empire Plan.

c. All eligible active teaching assistants in the bargaining unit will contribute annually towards health insurance as follows:

- July 1, 2025 to June 30, 2026 – 15.5% of the individual or family premium for the NYSHIP Empire Plan.
- July 1, 2026 to June 30, 2027 – 16.0% of the individual or family premium for the NYSHIP Empire Plan.
- July 1, 2027 to June 30, 2028 – 16.5% of the individual or family premium for the NYSHIP Empire Plan.

3. Retiree Medical Coverage

A. Premiums

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

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

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

B. Medicare Part B Reimbursement

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

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

B. Benefits Trust Fund

The Association will administer a Benefits Trust Fund for the purpose of providing dental coverage, life insurance, disability insurance, and other benefits. The BOCES shall contribute a per capita amount of \$1,750.

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

July 1
October 1
January 1
March 1

Effective July 1, 2005, the BTA shall provide the BOCES with a certified audit of the plan by December 31st of each year for the prior fiscal year.

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

C. Flexible Benefits Plan

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

ARTICLE XXI - WORK YEAR

- A. The work year of all unit members will not exceed 187 days between September 1 and June 30. This will include no less than three (3) Superintendent's Conference Days. Effective with the 2026-2027 school year, SW BOCES may schedule Superintendent Conference Days on the Wednesday and Thursday prior to Labor Day when Labor Day falls on or before September 5th.
- B. Within the 187 days, unit members assigned to school district facilities will work the district calendar to the extent reasonable.

ARTICLE XXII - MENTORING

As of September 1, 2009, in addition to the mentoring required by the regulations of the NYSED Office of Teaching Initiatives Mentoring Requirements for Certification, members of the bargaining unit in the following titles shall be provided mentoring if they are new to the following professions: School Counselor, Psychologist, Social Worker, Occupational Therapist, Physical Therapist, Speech Teacher. Specific mentoring procedures are outlined in the district's Professional Learning Plan.

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

Mentors will receive a stipend of \$2,000 when assigned a mentee, to be paid upon completion, either in full or prorated, by June 30th of the applicable school year.

ARTICLE XXIII – TUITION REIMBURSEMENT FOR TEACHING ASSISTANTS

BOCES will provide tuition reimbursement for full-time tenured teaching assistants who have completed four (4) years of paid service with BOCES. Applicants must possess a continuing or Level III teaching assistant certificate and be enrolled in a program culminating in a bachelor's degree in education in a high need area as determined by BOCES.

Eligibility for this benefit shall be subject to the following terms and conditions:

- a. Employee must be pursuing a bachelor's degree in education through an accredited educational institution and provide documentation of enrollment.
- b. Employee must apply for and obtain prior written approval for eligibility for tuition reimbursement from the Director of Human Resources or designee. Eligibility will be limited to Teaching Assistants who have received "effective" or "highly effective" (or the equivalent thereof) on the previous year's evaluation. Eligibility for tuition reimbursement will be valid for a maximum of eight (8) consecutive years after initial approval.
- c. Application for reimbursement approval must be received by the Director of Human Resources or their designee no less than 30 workdays prior to the start of the course. Approval must be granted by the Director of Human Resources or designee prior to the start of the course.
- d. Eligible undergraduate credits must be in the field of education and required for certification in an area of need for BOCES as determined by the Director of Human Resources or designee.
- e. Determinations related to program approval, course approval, and reimbursement eligibility may be appealed to the Deputy District Superintendent but will not subject to the grievance process.

Each approved credit will be reimbursed at the rate of \$300.00 per credit. Tuition reimbursement will be a maximum of \$3000.00 for each eligible unit member for each school year, July 1 – June 30. The Human Resources Department will approve payment upon receipt and review of official college transcripts showing completion of approved courses with a grade of B or better in each course. Reimbursements will be made during the following BOCES semester after receipt of transcript and approval of payment.

BOCES reserves the right to cap total course approvals in a given school year at its discretion.

If a unit member who receives tuition reimbursement leaves their employment with the BOCES or leaves (drops out) of the educational program prior to completion they will be responsible for repaying the BOCES either through a direct payment or garnishment of wages, 50% of total reimbursement received by the unit member. If the unit member leaves their employment with the BOCES after completion of the educational program, the unit member will be responsible for repayment to the BOCES in the following amounts:

In the 1 st year after completion of the educational program	40% of total reimbursement received by the unit member
In the 2 nd year after completion of the educational program	30% of total reimbursement received by the unit member
In the 3 rd year after completion of the educational program	20% of total reimbursement received by the unit member
In the 4 th year after completion of the educational program	10% of total reimbursement received by the unit member

If there are no teaching jobs available in the certification area of the unit member or they are not hired by the BOCES, then the unit member will not be required to reimburse the BOCES.

ARTICLE XXIV - GRIEVANCE PROCEDURE

A. Definitions

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

1. Grievant shall mean any aggrieved member of the unit or group of members of the unit similarly affected or the Association or, in accordance with Section D.5 of this Article, the Board.
2. Immediate Supervisor shall mean the administrator to whom the grievant is directly responsible.
3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement, provided however that the term shall not include any matter involving the refusal of the Board to grant tenure, or the discontinuance of the services of a probationary teacher
4. Representative shall mean the person or persons designated by the grievant as their counsel to act on their behalf.
5. Days shall mean days school is in session.

B. Basic Principles

1. It is the intent of these procedures to provide for an orderly settlement of differences in a fair and equitable manner with reasonable promptness.
2. Every member of the unit shall have the right to present their grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal.
3. If, in the judgment of the Association, a grievance affects a group or class of members of the unit, the Association may process such a grievance as though it were an individual grievance. In such a case, the Association may process a grievance for all identified persons concerned.

4. A grievant shall have the right to be represented at any stage of the procedures by a representative of their own choice.
5. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
6. All hearings shall be confidential.
7. Failure to present a grievance within 20 days after the act giving rise to the grievance or failure to proceed to the next step within the prescribed time limits shall be deemed a waiver of the grievance and the grievance shall abate. If the administration and/or the Board fails at any step to comply with the required time limits, the grievant may proceed to the next step.

C. Procedures

1. Initial Stage

- a. The grievant shall present their grievance in writing to their immediate supervisor within 20 days after the act giving rise to the grievance. The written statement of grievance shall be submitted on a mutually agreed upon form.
- b. The immediate supervisor shall discuss the grievance orally and informally with the grievant. The immediate supervisor shall undertake, on an informal basis, such investigation as they deem appropriate.
- c. Within 10 days after receipt of the written statement as provided in D.1.a. above, the immediate supervisor shall render their determination in writing to the grievant.

2. Second Stage

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

3. Third Stage

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

4. Fourth Stage

- a. If the Association is not satisfied with the decision made by the Board or its subcommittee, the Association, may, within 10 days after the decision, submit the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, if it is not excluded as a grievance, as the term is defined in Section A.3. of this Article. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- b. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement.
- c. The decision of the arbitrator shall be final and binding.
- d. The cost of the services of the arbitrator shall be shared equally by the Board and the Association.

5. Procedure When Board is Grievant

The Board may grieve only when it alleges a violation of the no-strike clause of this Agreement and in that event, stages one, two, and three are to be omitted and such grievance shall in the first instance be dealt with in discussion between the Board, or the District Superintendent, and the Association. If such discussion does not result in a mutually satisfactory resolution of the grievance, the Board may, within 10 days after the discussion, submit the grievance to arbitration in accordance with section D.4. of this Article.

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

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

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

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

This Agreement shall be effective as of July 1, 2025, except as otherwise provided herein, and shall remain in full force and effect until June 30, 2028.

If the Association or the Board wishes to submit proposals for a successor agreement it shall do so no later than February 15, 2028.

Dated:

BOCES TEACHERS ASSOCIATION

By:

Mairead Schuelein
President

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

By:

John Filiberti
Board President

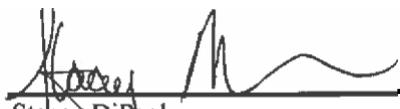
By:


Jason Poniatowski
Executive Vice President

By:

Harold CJF
District Superintendent

By:


Stacey DiPhola
Negotiations Team Member


Coc;

Ratified by the BTA membership on June 5, 2025 and Board on June 25, 2025

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Appendix A-1 Teachers' Salary Schedule 2025-2026

Sp Ed	BA	BA+15	BA+30	MA/BA+60	MA+15	MA+30	MA+45	MA+60	DR		
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits	Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert	
1	66,894	69,882	72,881	76,790	78,976	80,069	81,161	83,354	87,495	91,614	95,501
2	70,009	73,046	76,083	80,482	82,735	83,862	84,985	87,219	91,375	95,496	99,290
3	73,118	76,206	79,281	84,186	86,481	87,637	88,789	91,099	95,238	99,377	103,081
4	76,226	79,366	82,499	87,881	90,241	91,423	92,603	94,965	99,120	103,253	106,865
5	79,355	82,518	85,689	91,586	94,003	95,213	96,420	98,836	102,990	109,060	110,653
6	82,463	85,664	88,881	95,427	97,838	99,039	100,241	102,644	106,980	111,314	114,801
7	85,566	88,825	92,060	99,300	101,680	102,878	104,073	106,459	110,973	115,494	118,951
8	88,683	91,972	95,258	103,154	105,526	106,713	107,905	110,272	114,975	119,706	123,101
9	91,810	95,112	98,444	107,016	109,377	110,552	111,724	114,084	118,972	123,854	127,243
10	94,916	98,265	101,610	110,868	113,206	114,381	115,556	117,891	122,969	128,056	131,394
11	98,528	101,657	104,774	114,967	117,463	118,715	119,969	122,458	127,408	132,331	135,911
12	102,146	105,043	107,938	119,081	121,746	123,061	124,379	127,025	131,828	136,644	140,419
12A	106,083	108,920	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	110,018	112,796	111,102	123,182	125,987	127,383	128,790	131,596	136,240	140,896	144,938
14			114,262	127,295	130,240	131,719	133,199	136,147	140,665	145,179	149,446
14A			118,193	131,973	135,075	136,624	138,168	141,265	145,795	150,326	154,802
15			122,124	136,675	139,909	141,528	143,137	146,380	150,926	155,473	160,154

Appendix A-2 Teachers' Salary Schedule 2026-2027

Sp Ed	BA	BA+15	BA+30	MA/BA+60		MA+15		MA+30	MA+45	MA+60	DR
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits		Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert
1	68,232	71,280	74,339	78,326	80,556	81,670	82,784	85,021	89,245	93,446	97,411
2	71,409	74,507	77,605	82,092	84,390	85,539	86,685	88,963	93,203	97,406	101,276
3	74,580	77,730	80,867	85,870	88,211	89,390	90,565	92,921	97,143	101,365	105,143
4	77,751	80,953	84,149	89,639	92,046	93,251	94,455	96,864	101,102	105,318	109,002
5	80,942	84,168	87,403	93,418	95,883	97,117	98,348	100,813	105,050	111,241	112,866
6	84,112	87,377	90,659	97,336	99,795	101,020	102,246	104,697	109,120	113,540	117,097
7	87,277	90,602	93,901	101,286	103,714	104,936	106,154	108,588	113,192	117,804	121,330
8	90,457	93,811	97,163	105,217	107,637	108,847	110,063	112,477	117,275	122,100	125,563
9	93,646	97,014	100,413	109,156	111,565	112,763	113,958	116,366	121,351	126,331	129,788
10	96,814	100,230	103,642	113,085	115,470	116,669	117,867	120,249	125,428	130,617	134,022
11	100,499	103,690	106,869	117,266	119,812	121,089	122,368	124,907	129,956	134,978	138,629
12	104,189	107,144	110,097	121,463	124,181	125,522	126,867	129,566	134,465	139,377	143,227
12A	108,205	111,098	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	112,218	115,052	113,324	125,646	128,507	129,931	131,366	134,228	138,965	143,714	147,837
14			116,547	129,841	132,845	134,353	135,863	138,870	143,478	148,083	152,435
14A			120,557	134,612	137,777	139,356	140,931	144,090	148,711	153,333	157,898
15			124,566	139,409	142,707	144,359	146,000	149,308	153,945	158,582	163,357

Appendix A-3 Teachers' Salary Schedule 2027-2028

Sp Ed	BA	BA+15	BA+30	MA/BA+60		MA+15		MA+30	MA+45	MA+60	DR
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits		Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert
1	69,597	72,706	75,826	79,893	82,167	83,303	84,440	86,721	91,030	95,315	99,359
2	72,837	75,997	79,157	83,734	86,078	87,250	88,419	90,742	95,067	99,354	103,302
3	76,072	79,285	82,484	87,587	89,975	91,178	92,376	94,779	99,086	103,392	107,246
4	79,306	82,572	85,832	91,432	93,887	95,116	96,344	98,801	103,124	107,424	111,182
5	82,561	85,851	89,151	95,286	97,801	99,059	100,315	102,829	107,151	113,466	115,123
6	85,794	89,125	92,472	99,283	101,791	103,040	104,291	106,791	111,302	115,811	119,439
7	89,023	92,414	95,779	103,312	105,788	107,035	108,277	110,760	115,456	120,160	123,757
8	92,266	95,687	99,106	107,321	109,790	111,024	112,264	114,727	119,621	124,542	128,074
9	95,519	98,954	102,421	111,339	113,796	115,018	116,237	118,693	123,778	128,858	132,384
10	98,750	102,235	105,715	115,347	117,779	119,002	120,224	122,654	127,937	133,229	136,702
11	102,509	105,764	109,006	119,611	122,208	123,511	124,815	127,405	132,555	137,678	141,402
12	106,273	109,287	112,299	123,892	126,665	128,032	129,404	132,157	137,154	142,165	146,092
12A	110,369	113,320	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	114,462	117,353	115,590	128,159	131,077	132,530	133,993	136,913	141,744	146,588	150,794
14			118,878	132,438	135,502	137,040	138,580	141,647	146,348	151,045	155,484
14A			122,968	137,304	140,533	142,143	143,750	146,972	151,685	156,400	161,056
15			127,057	142,197	145,561	147,246	148,920	152,294	157,024	161,754	166,624

Appendix B-1 New Teachers' Salary Schedule 2025-2026 (Teachers' Hired after July 1, 2018)

Sp Ed	BA	BA+15	BA+30	MA/BA+60		MA+15		MA+30	MA+45	MA+60	DR
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits		Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert
1	64,770	67,666	70,568	74,355	76,471	77,529	78,587	80,710	84,721	88,709	92,472
2	66,391	69,357	72,332	76,214	78,382	79,468	80,551	82,729	86,836	90,925	94,784
3	68,052	71,091	74,140	78,118	80,343	81,453	82,564	84,798	89,009	93,200	97,152
4	69,753	72,868	75,995	80,072	82,350	83,491	84,630	86,918	91,234	95,529	99,581
5	71,496	74,691	77,894	82,073	84,410	85,577	86,746	89,091	93,513	97,917	102,072
6	73,284	76,559	79,842	84,126	86,520	87,716	88,914	91,317	95,852	100,364	104,624
7	75,116	78,471	81,836	86,228	88,682	89,909	91,136	93,601	98,248	102,876	107,239
8	76,993	80,433	83,882	88,383	90,900	92,157	93,415	95,939	100,705	105,448	109,918
9	78,918	82,446	85,979	90,593	93,172	94,461	95,750	98,339	103,222	108,083	112,667
10	80,891	84,506	88,130	92,859	95,502	96,823	98,144	100,797	105,803	110,785	115,483
11	82,914	86,617	90,333	95,179	97,889	99,242	100,597	103,316	108,447	113,553	118,371
12	84,985	88,784	92,592	97,558	100,336	101,724	103,113	105,900	111,160	116,394	121,329
13	87,112	91,005	94,905	99,997	102,843	104,268	105,690	108,548	113,937	119,304	124,362
14	89,288	93,278	97,278	102,498	105,415	106,874	108,333	111,260	116,787	122,286	127,473
15	91,521	95,611	99,710	105,060	108,050	109,545	111,041	114,043	119,706	125,342	130,658
16	93,809	98,000	102,203	107,688	110,751	112,285	113,817	116,894	122,699	128,477	133,926
17	96,154	100,450	104,760	110,379	113,521	115,091	116,662	119,816	125,766	131,688	137,274
18	98,558	102,962	107,377	113,139	116,358	117,971	119,579	122,811	128,911	134,981	140,706
19	101,022	105,535	110,061	115,966	119,267	120,917	122,569	125,881	132,132	138,354	144,223
20	103,548	108,171	112,812	118,866	122,249	123,942	125,632	129,027	135,436	141,814	147,828
21	106,136	110,878	115,634	121,837	125,305	127,038	128,773	132,254	138,822	145,359	151,525
22	108,790	113,650	118,523	124,883	128,437	130,216	131,992	135,560	142,292	148,992	155,313
23	111,511	116,491	121,487	128,004	131,648	133,471	135,291	138,948	145,849	152,717	159,195
24	114,297	119,403	124,523	131,205	134,939	136,807	138,677	142,422	149,497	156,537	163,176
25	117,155	122,389	127,637	134,485	138,314	140,228	142,141	145,984	153,233	160,449	167,255

Appendix B-2 New Teachers' Salary Schedule 2026-2027 (Teachers' Hired after July 1, 2018)

Sp Ed	BA	BA+15	BA+30	MA/BA+60	MA+15	MA+30	MA+45	MA+60	DR	
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits	Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert
1	66,065	69,019	71,979	75,842	78,000	79,080	80,159	82,324	86,415	90,483
2	67,719	70,744	73,779	77,738	79,950	81,057	82,162	84,384	88,573	92,744
3	69,413	72,513	75,623	79,680	81,950	83,082	84,215	86,494	90,789	95,064
4	71,148	74,325	77,515	81,673	83,997	85,161	86,323	88,656	93,059	97,440
5	72,926	76,185	79,452	83,714	86,098	87,289	88,481	90,873	95,383	99,875
6	74,750	78,090	81,439	85,809	88,250	89,470	90,692	93,143	97,769	102,371
7	76,618	80,040	83,473	87,953	90,456	91,707	92,959	95,473	100,213	104,934
8	78,533	82,042	85,560	90,151	92,718	94,000	95,283	97,858	102,719	107,557
9	80,496	84,095	87,699	92,405	95,035	96,350	97,665	100,306	105,286	110,245
10	82,509	86,196	89,893	94,716	97,412	98,759	100,107	102,813	107,919	113,001
11	84,572	88,349	92,140	97,083	99,847	101,227	102,609	105,382	110,616	115,824
12	86,685	90,560	94,444	99,509	102,343	103,758	105,175	108,018	113,383	118,722
13	88,854	92,825	96,803	101,997	104,900	106,353	107,804	110,719	116,216	121,690
14	91,074	95,144	99,224	104,548	107,523	109,011	110,500	113,485	119,123	124,732
15	93,351	97,523	101,704	107,161	110,211	111,736	113,262	116,324	122,100	127,849
16	95,685	99,960	104,247	109,842	112,966	114,531	116,093	119,232	125,153	131,047
17	98,077	102,459	106,855	112,587	115,791	117,393	118,995	122,212	128,281	134,322
18	100,529	105,021	109,525	115,402	118,685	120,330	121,971	125,267	131,489	137,681
19	103,042	107,646	112,262	118,285	121,652	123,335	125,020	128,399	134,775	141,121
20	105,619	110,334	115,068	121,243	124,694	126,421	128,145	131,608	138,145	144,650
21	108,259	113,096	117,947	124,274	127,811	129,579	131,348	134,899	141,598	148,266
22	110,966	115,923	120,893	127,381	131,006	132,820	134,632	138,271	145,138	151,972
23	113,741	118,821	123,917	130,564	134,281	136,140	137,997	141,727	148,766	155,771
24	116,583	121,791	127,013	133,829	137,638	139,543	141,451	145,270	152,487	159,668
25	119,498	124,837	130,190	137,175	141,080	143,033	144,984	148,904	156,298	163,658
										170,600

Appendix B-3 New Teachers' Salary Schedule 2027-2028 (Teachers' Hired after July 1, 2018)

Sp Ed	BA	BA+15	BA+30	MA/BA+60		MA+15		MA+30	MA+45	MA+60	DR
Oc Ed	Exp Req.	Transitional A	Initial	Professional	Professional + 15 Credits		Professional + 30 Credits	BA Professional Cert	BA + 30 Grad Credits Professional Cert	MA or BA + 60 Grad Credits Professional Cert	DR Professional Cert
1	67,386	70,399	73,419	77,359	79,560	80,662	81,762	83,970	88,143	92,293	96,207
2	69,073	72,159	75,255	79,293	81,549	82,678	83,805	86,072	90,344	94,599	98,614
3	70,801	73,963	77,135	81,274	83,589	84,744	85,899	88,224	92,605	96,965	101,077
4	72,571	75,812	79,065	83,306	85,677	86,864	88,049	90,429	94,920	99,389	103,604
5	74,385	77,709	81,041	85,388	87,820	89,035	90,251	92,690	97,291	101,873	106,195
6	76,245	79,652	83,068	87,525	90,015	91,259	92,506	95,006	99,724	104,418	108,850
7	78,150	81,641	85,142	89,712	92,265	93,541	94,818	97,382	102,217	107,033	111,572
8	80,104	83,683	87,271	91,954	94,572	95,880	97,189	99,815	104,773	109,708	114,358
9	82,106	85,777	89,453	94,253	96,936	98,277	99,618	102,312	107,392	112,450	117,218
10	84,159	87,920	91,691	96,610	99,360	100,734	102,109	104,869	110,077	115,261	120,149
11	86,263	90,116	93,983	99,025	101,844	103,252	104,661	107,490	112,828	118,140	123,153
12	88,419	92,371	96,333	101,499	104,390	105,833	107,279	110,178	115,651	121,096	126,231
13	90,631	94,682	98,739	104,037	106,998	108,480	109,960	112,933	118,540	124,124	129,386
14	92,895	97,047	101,208	106,639	109,673	111,191	112,710	115,755	121,505	127,227	132,622
15	95,218	99,473	103,738	109,304	112,415	113,971	115,527	118,650	124,542	130,406	135,936
16	97,599	101,959	106,332	112,039	115,225	116,822	118,415	121,617	127,656	133,668	139,337
17	100,039	104,508	108,992	114,839	118,107	119,741	121,375	124,656	130,847	137,008	142,819
18	102,540	107,121	111,716	117,710	121,059	122,737	124,410	127,772	134,119	140,435	146,390
19	105,103	109,799	114,507	120,651	124,085	125,802	127,520	130,967	137,471	143,943	150,049
20	107,731	112,541	117,369	123,668	127,188	128,949	130,708	134,240	140,908	147,543	153,801
21	110,424	115,358	120,306	126,759	130,367	132,171	133,975	137,597	144,430	151,231	157,647
22	113,185	118,241	123,311	129,929	133,626	135,476	137,325	141,036	148,041	155,011	161,587
23	116,016	121,197	126,395	133,175	136,967	138,863	140,757	144,562	151,741	158,886	165,627
24	118,915	124,227	129,553	136,506	140,391	142,334	144,280	148,175	155,537	162,861	169,769
25	121,888	127,334	132,794	139,919	143,902	145,894	147,884	151,882	159,424	166,931	174,012

Appendix C Teaching Assistants' Salary Schedule

	2025-26	2026-27	2027-28
1	40,488	41,298	42,124
2	42,171	43,014	43,874
3	44,027	44,908	45,806
4	45,602	46,514	47,444
5	47,449	48,398	49,366
6	49,292	50,278	51,284
7	52,561	53,612	54,684
8	52,561	53,612	54,684
9	54,063	55,144	56,247
10	56,063	57,184	58,328

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

	2025-26	2026-27	2027-28
1	39,203	39,987	40,787
2	40,184	40,988	41,808
3	41,187	42,011	42,851
4	42,217	43,061	43,922
5	43,273	44,138	45,021
6	44,355	45,242	46,147
7	45,464	46,373	47,300
8	46,600	47,532	48,483
9	47,765	48,720	49,694
10	48,958	49,937	50,936
11	50,183	51,187	52,211
12	51,438	52,467	53,516
13	52,724	53,778	54,854
14	54,041	55,122	56,224
15	55,392	56,500	57,630