

AGREEMENT BETWEEN
THE CITY SCHOOL DISTRICT OF THE CITY OF WHITE PLAINS, NEW YORK
AND
THE WHITE PLAINS TEACHERS ASSOCIATION

July 1, 2008 – June 30, 2012

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P R E A M B L E

The Board of Education of the City of White Plains (hereinafter called the "Board") and the White Plains Teachers Association (hereinafter called the "Association") agree that in order to promote the highest educational standards and equal opportunities for all children and to retain and reinforce the mutual respect and interests of the teachers, administrators, and the Board, that this Agreement be enacted. The Board and the Association pledge that each student, regardless of his/her socioeconomic, racial, or ethnic background, will have equal access to all of the resources of the District.

The Board of Education reaffirms that teachers are entitled to full rights of citizenship and no religious or political activities of any teacher (provided such activities do not take place during his/her working hours), or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE I

RECOGNITION

- A. For the negotiation of compensation for professional services, hours, and other terms and conditions of employment pursuant to Chapter 392 of the Laws of 1967, as amended (hereinafter the "Taylor Law"), the Board recognizes the Association as the exclusive negotiating representative of all professional personnel employed by the Board in positions for which the State Education Department requires certification, whether on tenure, probationary, or regular substitute appointments, except for the Superintendent of Schools, Cabinet level positions, members of ASA, CSEA and M & C employees and anyone who evaluates teachers for the purpose of continued employment. All such persons are referred to as "teachers" in this Agreement. The Association is also recognized as the exclusive negotiating representative of all classroom teachers, trade teachers, and guidance personnel who are employed in the adult education program of the City School District of the City of White Plains (hereinafter the "District"). All such persons are referred to as "adult education staff" in this Agreement.

- B.
 - 1. The recognition accorded to the Association hereunder shall be effective as of the effective date of this Agreement and shall remain in full force and effect for the maximum period as authorized by law.

 - 2. The recognition accorded to the Association hereunder shall thereafter automatically be renewed for additional two (2) year periods after December 1, 1977, unless another employee organization is certified to represent the employees in the overall unit described in Paragraph A above under the procedures of the Taylor Law and the rules and regulations promulgated thereunder.

- C. The Association recognizes the Board as elected representatives of the people of the City of White Plains legally charged with the responsibility for setting policies governing the educational operations of the District and that this responsibility cannot be delegated.

ARTICLE II

NEGOTIATION PROCEDURE

- A.
 - 1. On or about January 15, 2012, and no later than February 15, 2012, the Association shall submit written proposals to the Board concerning proposed changes in this Agreement or terms and conditions of employment not covered by this Agreement for teachers and/or adult education staff, which it desires to negotiate for the following school year. The Board may submit its own proposals not later than ten (10) days after receipt of the Association proposals.
 - 2. Beginning no later than February 15, 2012, the parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters contained in the written proposals submitted by either party.
 - 3. All items in this Agreement which are not the subject of written proposals by either party shall continue in force for the following school year.
- B.
 - 1. Each party shall select its own negotiating representatives who may be assisted by outside consultants or professionals.
 - 2. Negotiating sessions shall be held at mutually convenient times and places.
 - 3. Teacher negotiators shall be released at reasonable times from school duties without loss of salary or sick leave when negotiation meetings are scheduled during the school day.
 - 4. The Board and the Association will in good faith exchange available information pertinent to the topic being negotiated.
- C.
 - 1. An impasse in negotiations may be deemed to exist if the parties concur that they are at an impasse or if they fail to reach an agreement on all topics under negotiation within the time set forth in Section 209 (1) of the Taylor Law.

2. In the event of an impasse, either party may request the Public Employment Relations Board to provide mediation and fact-finding assistance pursuant to its regular procedures.
- D. The School District agrees not to negotiate with any group or organization other than the Association in regard to terms or conditions of employment of employees represented by the Association during the term of its recognition pursuant to Article I.

ARTICLE III

GRIEVANCE PROCEDURE

A. **DEFINITIONS**

1. A contract grievance is a claimed violation, misinterpretation or misapplication of an express provision of this Agreement. Such a grievance may proceed through Level Four.
2. An equity grievance is a claim relating to the inequitable exercise of administrative authority or a claim relating to a violation, misinterpretation, or misapplication of rules or regulations of the Board. Such a grievance may only proceed through Level Three.
3. An “aggrieved person” is the person or persons making the claim or the Association.
4. “Teacher” as used in this Article shall also refer to adult education staff.

B. **PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the interpretation or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. When a complaint exists, the person or persons involved will take informal action to resolve the issue before instituting Level One of the grievance procedure.
2. Nothing herein contained shall be construed as limiting the right of any individual teacher having a grievance to discuss the matter informally with his/her immediate superior and having the grievance adjusted without intervention of the Association. However, in any case where the aggrieved person raises the grievance with someone other than his/her immediate superior or where the issue

raised by the grievance affects a group or class of teachers, the aggrieved party shall notify the Association of the grievance and the Association shall be given the opportunity to be present at such adjustment and to state its views.

3. Nothing herein contained shall be construed as depriving a teacher of his/her rights under Section 683 of the General Municipal Law.

C. **PROCEDURE — TIME LIMITS**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the parties will make every effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.
3. A grievance may be deemed to have been waived unless presented within sixty (60) school days after the event or events on which the grievance is based are known or should reasonably have been known by the aggrieved person. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits may be deemed to be acceptance of the decision rendered at that step.
4. The filing or pendency of any grievance under the provisions of this Article may in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject to the final decision on the grievance.

D. **PROCEDURE — STAGES**

1. **LEVEL ONE**

- (a) If the complaint is not resolved informally prior to Level One procedure, the aggrieved person may file a written grievance with his/her principal or immediate superior on a form which will be developed by the Board and the Association and which will be available in all schools.
- (b) Within five (5) school days after the presentation of the written grievance, the principal, immediate supervisor, or

such person designated by either of them, will meet with the aggrieved person in an effort to resolve the grievance. The aggrieved person shall be present and may be represented by an Association Liaison Representative or some other person as provided in Section E.2 of this Article. A decision shall be rendered on the grievance within five (5) school days after such meeting.

2. **LEVEL TWO**

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if a decision has not been rendered within five (5) school days after the meeting at Level One, he/she may file the grievance in writing with the Superintendent of Schools, with a copy to the President of the Association or his/her designee, within five (5) school days after the decision at Level One, or fifteen (15) school days after the written grievance was presented, whichever is sooner.
- (b) Within five (5) school days after receipt of the written grievance by the Superintendent, he/she or his/her designee will meet with the aggrieved person in an effort to resolve it. The Superintendent or his/her designee will render a decision on the grievance within ten (10) school days after he/she first meets on the grievance.

3. **LEVEL THREE**

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent or his/her designee, he/she may file the grievance in writing with the President of the Association or his/her designee with a copy to the Superintendent of Schools within five (5) school days after a decision by the Superintendent or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner.
- (b) Within five (5) school days after receiving the written grievance, the Association may refer it to the Board, with a copy to the Superintendent, if it determines that the grievance is meritorious and that appealing it is in the best interests of the school system. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person for the purpose of resolving it.

The Board shall render its decision on the grievance within ten (10) school days after its first meeting with the grievant.

4. **LEVEL FOUR**

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Board, he/she may, within five (5) school days after a decision by the Board or fifteen (15) school days after he/she has first met with the Board, whichever is sooner, file the grievance in writing with the President of the Association or his/her designee with a copy to the Superintendent of Schools requesting the Association to submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the aggrieved person by notifying the Board and the Superintendent to that effect.
- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association may agree upon a mutually acceptable arbitrator. If they are unable to agree on an arbitrator within such time, then either party may request the American Arbitration Association to designate a panel of arbitrators experienced in public employment relations with reference to schools from which in accordance with the rules then obtaining of the American Arbitration Association an arbitrator will be selected or designated.
- (c) The arbitrator so selected will hold closed hearings promptly in the City of White Plains and will issue a written award not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement; nor shall he/she have power to add to, subtract from, change or modify any provision of this Agreement. He/she shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance. The decision of the arbitrator with respect to all contract grievances will be binding.

- (d) The costs for the services of the arbitrator will be borne equally by the School District and the Association.

E. RIGHTS OF TEACHERS TO REPRESENTATION

1. No teacher, Liaison Representative, member of the Association or any other participant in a grievance procedure shall suffer reprisals in any way or suffer any professional disadvantage by reason of participation in the processing of any grievance.
2. An aggrieved person shall be present and may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by an official representative or an officer of any teacher organization other than the Association or its designated representative. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure.

F. MISCELLANEOUS

1. If a grievance affects a group or class of teachers, and the Association is authorized in writing to bring the grievance on behalf of teachers from at least two (2) different school buildings, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. In such a group or class grievance, the Association shall have the same status as an aggrieved person.
2. The Association and the Board may institute a grievance in the event that either claims that a violation, misinterpretation or misapplication of any of the provisions of this Agreement directly affects them as distinguished from persons whom they may represent.
3. Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all persons concerned and to the Association. Decisions rendered at Level Four will be in accordance with the procedures set forth in Paragraph D, subdivision 4 (c).
4. All documents, communications and records dealing with a grievance will be filed separately from the personnel files of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will

be jointly prepared by the Board and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

6. If the Association is an “aggrieved person”, the filing of copies of a grievance with the President of the Association shall be dispensed with.

ARTICLE IV

TEACHER-ADMINISTRATION LIAISON

- A.
 1. The Association shall select a Liaison Representative for each elementary school, the Middle School, the High School, Rochambeau Adult Center, Special Education teachers, Pupil Services staff, the Community School and the New York Hospital Unit, who, along with such committee of three (3) to five (5) members as he/she may select, shall meet with the principal outside of school hours to review and discuss local school problems and practices. Such meetings may be postponed by either party upon due notice or canceled by mutual consent. If the principal utilizes a representative to meet with the committee, after such meeting if the committee desires to meet with the principal, a meeting will be scheduled as soon as it is conveniently possible for both parties. This committee shall be consulted on the methods and timing of schedules for reporting student grades and records and the assignment and schedule of new teacher aides, as covered by Article XXVIII, within the building.
 2. The Liaison Representative shall have the right to schedule Association meetings in the school building before or after school or during lunch periods, provided such meetings do not conflict with scheduled faculty or other departmental meetings or the program of the school. For purposes of administering this Agreement, the Liaison Representative shall be released from two (2) duty periods (approximately forty (40) minutes each) per week in the secondary schools and an equivalent time in the elementary schools, except when emergency conditions arise.
- B. A committee selected by the Association shall meet with the Superintendent and other such administrators as he/she may designate at least once a month during the school year to review and discuss current school practices and problems and the administration of this Agreement. Such meeting may be postponed by either party upon due notice or canceled by mutual consent.

- C. Upon prior arrangement with the building principal, the Association shall have the right to use school facilities at reasonable times and when not in conflict with school use and otherwise available. The association shall purchase materials incidental to such use. Subject to availability, and the same conditions as above, the Association shall also have the use, without cost, of a room in the building where the incumbent President teaches, and the Association may install a phone in such room at its own expense.
- D. Within reason, the Association may use the District mail service and teacher mail boxes for communications to teachers. Mail is to be distributed by Building Representatives. Upon prior arrangement with the building principal, announcements of meetings may be listed in school activity bulletins, and, within reason, the public address system may be used for announcing the date, time and place of meetings.

ARTICLE V

TEACHING HOURS AND CLASS LOAD

- A.
 - 1. The length of the teachers' school day shall be as follows: In the elementary schools — 6 hours and 55 minutes; in the middle school — 7 hours; and in the high school — 7 hours and 10 minutes. Beginning and ending times of the day may be staggered to reasonably meet the needs of the school. Such staggering shall occur between 7:30 a.m. and 4:30 p.m. Faculty meetings must begin within ten (10) minutes following student dismissal and shall last one hour. In no event shall this provision be interpreted to extend or shorten the teachers' day.
 - 2.
 - (a) Teachers in the high school shall be required to report for duty ten (10) minutes before the late bell and to remain on duty five (5) minutes after the dismissal bell.
 - (b) Teachers in the middle school shall be required to report for duty fifteen (15) minutes before the late bell and to remain on duty ten (10) minutes after the dismissal bell.
 - (c) Teachers in the elementary schools shall be required to be in their classroom fifteen (15) minutes before the late bell and to remain on duty ten (10) minutes after the dismissal bell. The elementary school instructional day shall total five (5) hours and twenty-five (25) minutes.
 - 3. Teachers may be assigned equitably the following supervisory duties prior to the time when they would otherwise be required to report for duty in the morning or subsequent to the time when they

would normally leave in the afternoon: bus loading or unloading duty (excluding Middle School teachers, effective 7/1/90), playground duty, supervising access to the building, and receiving and dismissing special classes. Such duties shall not require greater aggregate teacher time per school than in the 1970-71 school year except where and to the extent conditions clearly require an increase.

4. Teachers who serve in more than one school shall not have a longer teaching day than the length required of colleagues at the school with the longer day.
 5. It is recognized that the professional responsibilities of teachers extend beyond the classroom and beyond instructional hours. These include, but are not limited to, extra help for students, communications with parents, preparation of instructional materials and class outlines, grading student work. These responsibilities are included in basic salary compensation. Within the confines of the existing teacher day, and without infringing on contractually mandated preparation time and duty free lunch, it is understood that time not scheduled for classroom instruction is to be used on a self directed basis in furtherance of the educational program including activities relating to the program of instruction which do not require additional preparation time on the part of teachers.
- B. 1. (a) While the number and length of teaching and supervisory duties may vary among individual teachers, the teachers and principal in each building shall develop guidelines establishing an equitable work load for all non-teaching assignments, including all committee or individual assignments, and assignments to study centers. If during the year a teacher is assigned to individual or committee work beyond an equitable load, as determined by such guidelines, that teacher's non-teaching duties will be adjusted to conform to the established guidelines.
- (b) At the high school, teachers will have a maximum of five (5) duties per eight day cycle or interval thereof and no more than one duty period per day. Lunch is a standalone period. There will be no more than five (5) teaching classes per day. There will be at least one preparation period per day. No demands regarding the use of additional non-classroom time created by the nine period day will be made on High School teachers; provided, however, this will not preclude teachers from voluntarily working with students.

Faculty and departmental meetings will end no later than 3:40 p.m. There will be no more than two (2) early release days during the school year.

However, if two or more teachers voluntarily initiate, develop or implement an alternative program approved by the administration, that does not fit into this schedule, these teachers will not be bound by the length and number of periods per day provision of this section. No such alternative program will require teachers to teach proportionately more minutes or a greater percentage of time than they do currently in any given cycle.

Only volunteers can be assigned to an alternative program.

If a teacher is to be displaced by an alternative program, such teacher can elect to volunteer for the alternative programs or to have provisions of Article XII apply.

The parties understand that the only purpose for alternative programs is the improvement of student learning.

A joint committee of two (2) administrators and three (3) representatives of the Association will be formed to review any complaints that a proposed program or a program already implemented under this provision will inequitably impact or has an inequitable impact on teachers not involved in the program. The committee will review the complaints to determine if there will be or has been an inequity and, if so, by a majority vote make recommendations to ameliorate or resolve the inequity. The administration will make every effort to implement the recommendations of the committee. However, it is understood that the committee's recommendations cannot prevent the implementation of a proposed program nor require the cessation of a program already implemented.

A committee composed of equal representation of teachers appointed by the WPTA and administrators designated by the superintendent will periodically meet at a mutually agreeable date and time to discuss and review the program structure and schedule in grades 9-12.

Whenever possible, it shall be the practice not to schedule a teacher for four (4) classes in succession. No teacher will be assigned to teach in more than three (3) rooms whenever feasible.

- (c) The Middle School teaching schedule shall be five (5) teaching periods, at least one (1) preparation period and no more than one (1) duty period. A non-team teacher shall have no more than three (3) assigned duties per six-day cycle during the eight period day. In addition, during the six-day cycle the non-team teacher will have one duty period during the "X" period and if needed, may be assigned a second "X" period duty. If assigned a second "X" period duty, that teacher will be relieved of one of the three assigned duties per six-day cycle during the eight period day, and be available for coverage of classes pursuant to Article XXVII, I. A team teacher shall have no more than one assigned duty per six-day cycle during the eight period day. This excludes common planning time (team meetings) which is no longer considered a duty, but a professional obligation. In addition, during the six-day cycle, a team teacher will have one duty period during the "X" period and, if needed, may be assigned a second "X" period duty. Such assignment shall be on a rotating basis.

Nothing in this section (c) shall preclude a teacher from volunteering to cover classes during his/her preparation period pursuant to Article XXVII, I.

No teacher will be assigned a cafeteria duty except on a voluntary basis, unless there is lack of sufficient coverage (two teachers per lunch period).

- 2.
 - (a) Teachers in the middle school shall have a substantially equivalent teaching and supervisory load.
 - (b) Teachers in each of the elementary schools shall have a substantially equivalent teaching and supervisory load.
- 3.
 - (a) Teachers of grades K-5 will have two (2) half days each school year for parent-teacher conferences and kindergarten teachers will have two (2) additional half days. In addition, the parties are agreed that each K-5 teacher will have one evening each semester set aside for parent conferences. The principal will schedule that time upon the request of a parent or student.
 - (b) All K-5 teachers will have the equivalent of two (2) additional half days for planning, coordination, conferences and staff development.

4. Teachers may be required to attend a maximum of four (4) evening school-sponsored activities per year (according to prior practice in each school) such as, but not limited to, grade level meetings, open house, music and art programs and graduation. Should the total number of meetings increase in any school over the previous year, the Liaison Representative shall be consulted. Special area teachers may be required to attend, in addition, no more than six (6) city-wide special area meetings per year except in emergencies. A schedule of such meetings will be distributed in September for the year.
 5. Teachers new to the system may be required to work a maximum of five (5) days immediately prior to the opening of school, for purposes of training and orientation with program content to be established by the Staff Development Team.
 6. Class lists will be furnished to teachers. This shall not include lunch, playground or emergency situations.
 7. It shall be of the responsibility of teachers to devote their preparation time to professional activities including but not limited to planning and preparation, tutoring, curriculum development, meeting with teachers, administrators, other staff and parents, testing and correcting papers. Further, the Superintendent and Union President shall meet periodically to review the implementation of this section.
- C.
1. Secondary school teachers shall have a free and uninterrupted lunch period the length of their students' lunch period and at least thirty (30) minutes.
 2. Elementary school teachers shall have a free and uninterrupted lunch period of one hour, whenever possible. In no event shall a lunch period be less than thirty (30) minutes. Elementary school teachers shall have no assigned playground or cafeteria duty during lunch.
 3. In the case of teachers assigned to two (2) schools, travel time between the schools shall be considered as a supervisory duty.
 4. Whenever possible and within existing staff, special area teachers will have a preparation period of thirty (30) consecutive minutes.
- D.
1. Elementary school teachers shall not be required to remain with their class when a special area teacher (physical education, music and art), except for a reading specialist, is teaching such class.

2. Except where such scheduling is impossible, and within existing staff, each elementary school teacher shall be scheduled for at least one (1) period each day during which a specialist shall teach his/her class and he/she shall have a preparation period of forty (40) minutes. For kindergarten teachers, a teaching assistant may be utilized instead of a specialist provided no special area teacher is available and provided further there is no reduction or elimination of special area teachers as a result of the use of teaching assistants. Further, whenever possible all kindergarten teachers shall have all assigned specials with special area teachers outside their homerooms.
- E.
1. In addition to regular prep time, elementary teachers will be given four (4) hours per year of common planning time in blocks of no less than one (1) hour each, during the school day. This time shall be organized and planned by teachers in consultation with the building principal. All activities proposed for each common planning session will be submitted to the Superintendent of Schools at least one (1) week prior.
- F.
1. Faculty meetings shall be held to a maximum of fifteen (15) per year on Wednesdays, except in cases of emergency. Such meetings shall be preceded by a published agenda which shall be posted at least two (2) days prior to the meeting whenever possible. Teachers will be given a schedule of faculty meetings in September.
 2. The Association will provide a list of scheduled Tuesday meetings prior to May 1st. These dates cannot be used for any other after school meetings involving members of the Association.
 3. There will be a noon dismissal for elementary and middle school students on the last two days of the school year.
- G.
1. Physical education teachers, speech therapists, librarians, health education teachers and music teachers shall have the same length of day as regular teachers, as set forth in subsection A (1) of this Article. A staggered schedule may be implemented by the Board. However, in no case may such a staggered schedule go beyond 4:30 p.m. These teachers may not be required to teach a greater number of classes than is the norm for other special area teachers in that school. In no event shall a staggered schedule replace an extra or co-curricular position listed in Exhibit E.
 2. (a) Counselors, psychologists, social workers, and staff development coordinator will be regularly assigned duties relating only to their specialty. They will receive the

supplement as set forth in Exhibit D. Their work day shall be seven (7) hours plus lunch. Adequate facilities will be provided as determined by the Superintendent. Designated personnel receiving the stipend in Exhibit D shall report an additional six (6) work days per year. Such staff shall have three (3) days prior to and three (3) days following the regular teacher calendar.

(b) With prior approval of the building principal, guidance counselors who perform services in the community beyond the regular working day shall be permitted a flexible schedule.

H. All extra and supervisory duties shall be distributed equitably as outlined in the procedures established under subsection B (1) of this Article. Teachers at the high school may be assigned to homeroom duty on the following limited basis:

1. The homeroom shall be limited to ten (10) minutes except in emergency situations such as those that create an abnormal attendance pattern for teachers or students. In such event notice of extended homeroom will be given in advance to the building representatives as soon as possible. Teacher duties shall be limited to attendance (taken by card) and communications duties.
2. Homeroom will count as one (1) duty in the high school.
3. Teachers required to supervise students in large instructional areas and extended homerooms for teaching or teaching-related functions, such as guidance or other special instructional programs, will be relieved of an additional duty period per week for each week that such duties take place when a loss of preparation periods occurs.

I. The school calendar shall be as designated in Exhibit A.

Unused emergency days will be used as follows:

First unused emergency day — Allow for half-day session for students on next to last day of school.

Second unused emergency day — Allow for half-day session for students on second from last day of school.

J. Teachers directly affected by an employee absence will be notified by the late time when there is no substitute for an absent colleague or teaching assistant.

- K. RCT (remediation classes) involving instruction shall be considered a teaching assignment.
- L. Every effort will be made not to schedule teachers to teach more than three distinct courses in any semester. If this proves impossible, additional prep time in excess of one period per day will be available to teachers so scheduled.
- M. Science teachers whose schedule is such that they do not get a contractual preparation period on any given day will be paid at the contract professional rate (Article XXVII, G) for the loss of such preparation period.

ARTICLE VI

CLASS SIZE

- A. The Board shall continue its efforts to maintain class size at educationally sound levels, as set forth in Exhibit B.
- B.
 - 1. A teacher who feels his/her class size exceeds Board aims as stated in the Board's policy document dated December 2, 1965 (attached hereto as Exhibit B), or as amended hereafter may request relief from his/her principal.
 - 2. The principal or his/her designee shall explore with the teacher all practical ways either to reduce his/her class size to within the Board aims, or, if this cannot be done, to provide appropriate alternative relief which for elementary school teachers shall be as follows: When the class exceeds the Board aims by one (1) pupil, one and one-half (1-1/2) hours per day of teaching assistant time shall be provided; when the class exceeds by two (2) pupils, two (2) hours per day of teaching assistant time; when the class exceeds by three (3) pupils, two and one-half (2-1/2) hours per day of teaching assistant time; and when the class is over three (3) pupils in excess of Board aims, three (3) hours of teaching assistant time per day shall be provided.
 - 3. If the principal takes no action, or if the action taken is unacceptable to the teacher, such teacher may appeal to the Superintendent for reduction of class size or appropriate alternative relief.
 - 4. The determination of the Superintendent on such appeal shall be final and not subject to the grievance procedure.

5. There shall be a fund of not more than \$500 set aside to render clerical assistance to secondary school teachers where classes exceed the guidelines set forth in Exhibit B.
- C. In order to maintain effective class size so that all children may benefit from instruction, children designated by the Committee on Special Education shall be double weighted in establishing class size according to Exhibit B, except that students assigned to a resource, speech/language and/or hearing impaired teachers shall be single weighted.

In addition, a student who is designated by the CSE as an "inclusion student" who is provided with a teaching assistant, teacher aide or special education consultant teacher shall not be double weighted. Provided the regular teacher receives classroom support either through the teaching assistant, teacher aide or special educator, double weighting shall not apply.

Double weighting applies when a special education student is not provided with a teaching assistant, teacher aide or special education consultant teacher. For example, a student in a self-contained program who is "mainstreamed" into art or social studies would be double-weighted.

No regular academic classroom teacher shall be assigned a total number of special education students greater than twelve (12).

ARTICLE VII

DISCIPLINE

- A. There shall be established in each elementary unit, the middle school, and the high school, a discipline committee consisting of an equal number of teachers and administrators, the teacher or teachers in each case to be selected by the teachers in the unit.
- B. The discipline committee shall work with the principal to improve discipline and the behavioral level of students in the school; to establish policies and procedures for dealing with students with special behavioral problems; and to consider with the principal methods of improving the behavior of individual students.
- C. New teachers and Senior Building Representatives shall be furnished discipline policies and procedures at the beginning of the teaching year. All teachers will receive copies, should policies or procedures change.

ARTICLE VIII

TEACHER EMPLOYMENT

- A. The District may hire new staff at any step on the salary schedule with the understanding that full credit will be accorded for appropriate graduate credits noted on the teacher's application at the time of appointment and subsequently confirmed by official transcripts.
- B. The Superintendent will make available to the President of the Association as soon as it is available, a copy of the Board agenda which lists recommended appointees to new positions in the School District, and such agenda will contain the name of each such recommended appointee, his/her experience and, where known, his/her proposed assignment.
- C. Teachers who have resigned from the School District will, upon returning to employment in the District, be restored to the position on the salary schedule which they were on when they left, plus an additional tenth of a step for each month of employment during the year in which they left, unless the granting of such tenths of steps would bring the teacher beyond maximum salary for his/her level of preparation.
- D.
 - 1. A probationary teacher will be informed of the Superintendent's recommendation of his/her re-employment or granting of tenure if that recommendation is against granting him/her re-employment or tenure no later than April 1. If re-employment is not recommended, the probationary teacher may, upon request, have a conference with the Superintendent and may have an Association representative present if requested by the teacher.
 - 2. Teachers hired after December 1 will be informed of their continued employment no later than May 1.
- E. Probationary teachers (first and second year only) terminated or whose employment is not renewed may not grieve whether such action was for just cause. To the extent to which such action may be based on the specific teacher evaluation sections of Article XVI, a grievance will also not be maintained and any claim thereto shall not be grievable.
- F. Probationary teachers (third year only) terminated or who are denied tenure may grieve whether such action was for just cause and such grievance may be carried to Level 4, except that in such event the decision of the arbitrator will be advisory only and not binding. Similarly, the extent to which such action may be based on the specific teacher evaluation sections of Article XVI, a grievance may be maintained and may be carried to Level 4, except that in such event the decision of the arbitrator will be advisory only and not binding.

- G. Any grievance arising under the specific teacher evaluation sections of Article XVI and not part of termination of employment, non-renewal or denial of tenure may be submitted to binding arbitration as to all probationary and tenured teachers.
- H. Proceedings with respect to tenured teachers involving the termination or revocation of tenure shall be subject to the exclusive remedies provided for in the Education Law.
- I. When the period of employment begins on a date other than September 1, the dates for the procedures described in subsection E will be adjusted accordingly.

ARTICLE IX

STAFF REDUCTIONS

- A. The parties recognize that Section 2510 of the Education Law governs the procedures applicable to the abolition of positions.
- B. Teachers whose positions have been eliminated will be accorded preference in alternate and new experimental programs if they are qualified and positions are available.
- C. Excessed staff members possessing proper certification will be accorded preference in the hiring of per diem substitute teachers.
- D. The White Plains Teachers Association shall receive written notification of all vacant professional positions and the names of those remaining on the preferred eligibility list.

ARTICLE X

TEACHER ASSIGNMENTS

- A.
 - 1. Teachers shall be given written notice of their grade, course subject and building assignments as soon as it is reasonable and in no event later than June 1 for the next school year, except when because of extenuating circumstances, firm scheduling is incomplete. In such case, known assignments will be made and teachers notified by August 1; all other teachers will be notified as soon thereafter as possible.
 - 2. Changes in assignments after notification shall be made only as required by the best interests of the School District. In such event, the teacher affected shall be notified of the change in writing and, shall be given an explanation of the reason for the change.

3. Where a special area teacher (physical education, music and art) is absent more than one-half (1/2) day, a qualified substitute will be employed where available.
 4. At the secondary level, special schedules for a reduced teaching day will be planned, where possible, so that the same periods will not necessarily be eliminated or result in additional assignment or loss of preparation time.
 5. Within each building, the scheduling of assignments will be published.
 6. Teachers and adult education staff will be given one month's notice of room transfer whenever possible.
- B. The Board shall have the responsibility for establishing curriculum for the School District and teachers shall teach within that curriculum.
- C. A teacher and the Association shall be notified in writing as soon as possible after a determination is made that his/her position is being eliminated for the following school year. An explanation will be included in the notification.

ARTICLE XI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may inquire of the Administration at any time to ascertain the possibility of a vacancy in the following school year.
- B. Opportunity will be provided for teacher applicants to visit schools with openings and to meet with principals.
- C.
1. Vacancies for the following school year will be posted in a previously specified place in each school and on the district wide e-mail system within thirty (30) days after they become known to the Administration.
 2. Interested teachers shall apply for such vacancies within the time specified in the notice, which shall be at least four (4) weeks unless unusual circumstances require a shorter time.
 3. All teachers applying for a vacancy shall be notified of the action taken in filling it.

4. Teachers who wish to be informed of vacancies during the summer may leave self-addressed stamped envelopes with the Director of Personnel.
- D. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher and the principals involved will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.
- E. Teachers who have received tenure in the District and who are appointed to probation in a new tenure area shall be subject to a probationary period of two (2) years in the new tenure area consistent with law or as the law may change.

ARTICLE XII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The parties agree that involuntary transfers or reassignments will be made only when necessary for the best interests of the School District. Every effort will be made to keep involuntary transfers or reassignments for individual teachers to a minimum.
- B. Teachers being involuntarily transferred because of reduction in staff shall be notified of the positions available in their tenure area. Such teachers may request the positions, in order of preference, to which they desire to be transferred. Such preference will be honored, if at all possible.
- C. Teachers being involuntarily transferred because of reorganization or closing of schools will be asked to indicate their preference for school, grade level, or subject area assignments. Such preference will be honored if at all possible.

ARTICLE XIII

VACANCIES AND PROMOTIONS

- A.
 1. All vacancies in promotional positions, as defined in Paragraph B of this Article, shall be posted in every school, setting forth a description of and the qualifications for the position, including the duties and salary range, and the final date for applications.
 2. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final determination on applications are made, and in no event less than ten (10) school days before such time.

3. Teachers or adult education staff who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her designated administrator.
 4. Teachers or adult education staff who desire to apply for a particular promotional position which may be filled during the summer vacation period shall submit their names to the Superintendent, together with the particular position or positions they desire to apply for, and a stamped self-addressed envelope. The Superintendent will forward to such teachers an announcement of the availability of such promotional position meeting the requirements set forth in Paragraph A (1). Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final determination on applications is made, unless unusual circumstances require a shorter period. In addition, the Superintendent shall, within the same time periods, post a list of promotional positions to be filled during the summer vacation period on a bulletin board at the administration office and shall send such list of positions to the President of the Association.
- B. Promotional positions are defined as follows: Positions not on the basic salary schedule for teachers and those which receive a differential payment above the basic teachers salary schedule (but not including those positions for which supplementary pay for extra-curricular and coaching duties is afforded) including, but not limited to, positions as supervisor, director, principal, assistant principal, department head, counselor, coordinator, instructional coordinator, director of adult education and assistant director of adult education.
- C. All appointments to the aforesaid vacancies and openings shall be based on qualifications, ability and experience within the judgment of the Superintendent.
- D. An applicant for such a position who is not selected may upon request have a conference to discuss the matter with the Superintendent or his/her designee.

ARTICLE XIV

POSITIONS IN SUMMER SCHOOL

- A. All openings for summer school positions shall be adequately publicized in each school building as early as possible and teachers who have applied for such positions shall be notified of the action taken regarding their applications as early as possible. Under normal circumstances, the administration's proposed summer school openings will be publicized not later than the preceding May 1 and teachers will be notified of the action

taken by the Board to fill such openings as soon thereafter as is reasonably possible.

- B. The following criteria, listed in order of importance, will be used in the selection of summer school personnel.
 - 1. To the extent practicable, all vacancies shall be filled by regularly appointed teachers within the White Plains Public School System.
 - 2. Teachers with prior successful summer school teaching experience in the White Plains program shall receive preference over those without such experience. Successful shall be defined as above average.
 - 3. A teacher who is experienced and certified in a subject shall receive preference over a candidate who lacks either or both certification and experience.
 - 4. Experience, qualifications and ability being equal, regularly appointed teachers on tenure shall be given preference over appointed teachers not on tenure.
- C. Teachers in the White Plains Summer School shall be paid in accordance with the schedule set forth in Exhibit F.
- D. Teachers in the White Plains Summer School shall be entitled to two (2) sick leave days each session. Such sick leave days may be accumulated, for summer sessions only; from session to session, up to a maximum of eight (8) sick leave days. Teachers will be given one (1) day for bereavement and then may draw additional days from their accumulated summer sick leave.
- E. Once a teacher is notified of his/her acceptance for summer school employment, he/she shall be employed for the period specified at the agreed compensation. In the event that the specific assignment for which he/she is employed is eliminated, he/she will be offered employment on a task force or other comparable professional employment.
- F. A list of summer school seniority shall be maintained and available to teachers upon request.
- G. A leave of absence without pay for personal reasons may be granted to summer school teachers by the Board.
 - 1. Eligibility for application for leave of absence requires seven (7) consecutive years of employment by the summer school.

2. Applications for leave shall be submitted in writing, and filed in the Office of the Superintendent of Schools on or before March 1 of the preceding summer school term.
3. Leave of absence shall be for a maximum of one summer school term.
4. Upon return from a leave of absence, a summer school teacher shall not be penalized by loss of seniority or salary.
5. Five (5) months prior to the scheduled date of the summer school teacher's return, staff member shall indicate such intention to return in writing to the Superintendent of Schools.

ARTICLE XV

EXTRA & CO-CURRICULAR POSITIONS

- A. Full-time teachers in the White Plains School System will be given preference for employment in all extra and co-curricular positions.
- B. Evaluations shall be written on a mutually agreed upon form.
- C. Final written evaluation will be presented to the employee within ten (10) school days of December 15, March 30, and ten (10) calendar days after June 30.
- D. Notification of termination of continued employment will be made within 15 school days after December 15, March 30 and 15 calendar days after June 30.

ARTICLE XVI

TEACHER EVALUATION

- A.
 1. All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher and only by qualified professional supervisors employed by the School District. The use of public address or audio systems and similar surveillance devices shall not be used for this purpose, except with prior agreement of the teacher.
 2. If a teacher so requests, he/she shall have the right to confer with his/her evaluator about his/her evaluation after each observation of such teacher for this purpose.

3. No written evaluation report shall be submitted to central administration, or otherwise acted upon, without a prior conference with the teacher.
 4. The District will make reasonable efforts to complete the required evaluation of tenured teachers by June 1.
 5. The District will not make formal observations of science labs at the high school for evaluative purposes unless at the request of the teacher.
- B. Teachers and adult education staff will have the right upon request to review the contents of their central office personnel file and to make copies of documents in it, except for material received prior to the date of his/her employment. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.
- C. No material derogatory to the conduct, service, character, or personality of a teacher or adult education staff member will be placed in his/her personnel file unless he/she has had an opportunity to review the material prior to filing and unless it consists of official administrative correspondence. The teacher will have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.
- If the derogatory material is from a non-administrative source, it may be placed in the personnel file of the teacher or adult education staff member following a determination by the administration that the material is well founded. The administrative determination shall be premised upon an appropriate investigation. The determination shall be in writing and shall be appended to the derogatory material. Unless it is self evident from the material, the source of the material will be identified.
- D. No teacher or adult education staff member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage established under this Agreement without just cause. The words "without just cause" shall not relate to termination of employment or non-renewal thereof because of reduction in force for reasons of funds, change or elimination of program, or declining enrollment. (See Article VIII, Paragraph F).

ARTICLE XVII

TEACHING FACILITIES

- A. The Board shall provide, within existing facilities and budgetary allocations, a generally good, safe, healthy and reasonable working

environment so that teachers and adult education staff will be able to perform their professional responsibilities.

- B. Every reasonable effort will be made to clear playgrounds and parking lots within twenty-four hours after a snowfall.
- C. Every effort will be made to schedule and locate special activities without disruption to instructional programs.
- D. Space permitting, shared special area teachers should be consistently assigned to one room or location in each school.

ARTICLE XVIII

NON-TEACHING DUTIES

Prior to the scheduling of duties in each building, the Liaison Committee (including the building principal and whomever else he/she chooses) shall meet to evaluate the nature and extent of duty (hall, bus, cafeteria, study halls) and shall make recommendations to the principal.

ARTICLE XIX

SICK LEAVE

- A.
 - 1. Teachers shall be entitled to thirteen (13) days of sick leave with pay each school year during which they are employed by the School District, as of the first official day of said school year whether or not a teacher reports for duty that day.
 - 2. Unused sick leave days may be accumulated from year to year without limit. Unused personal days may be accumulated from year to year without limit to be added to sick leave for teachers.
- B. A tenured teacher who has been absent from work due to a medically certifiable long-term and prolonged catastrophic illness or injury resulting in disability, and who has exhausted his/her own sick leave accumulation, which must have totaled a minimum of thirteen (13) days immediately prior to such illness or injury, may be eligible to draw up to a maximum of two hundred (200) days from a sick leave bank established by voluntary contributions from other teachers under the following procedures:
 - 1. A teacher shall submit an application together with a written report from his/her physician.
 - 2. The application and report must be approved by the School District physician. Periodic verification of continuation of illness or disability

may be requested by the Board of Education from the teacher or his/her physician.

3. Payment of such sick leave on a partial or total basis may take into account any other benefits to the teacher such as Workman's Compensation, disability insurance, or Social Security.
4. Payment of such sick leave will not be made during the months of July and August.
5. Contributions to the sick leave bank shall be voluntary and shall not exceed one day per year per teacher. Any days unused in any given year shall be permitted to remain in the bank, but any contribution by teachers in a subsequent year shall be limited to the difference in the number of days necessary to make a maximum total of four hundred seventy five (475) days.
6. The sick leave bank will be administered by the Association, and the resolution of any disputes as to the allocation of bank days to eligible teachers shall be the responsibility of the Association. The Board shall have no responsibility or obligations with respect to the administration of the sick leave bank or to the manner of allocation of days to eligible teachers.

ARTICLE XX

TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following absences with pay each school year, which shall not be deducted from sick leave.
 1. With the written approval of the superintendent or his/her designee, teachers may visit other schools or attend meetings or conferences of an educational nature.
 2. Delegates selected to attend Association functions such as conventions, meetings and symposiums, shall be released from duty. Eighteen (18) days of substitute service will be available to the Association where utilized for such purposes.
 3. Time necessary for appearances in any legal proceeding connected with the teacher's employment with the school system, or for the performance of jury duty, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. A teacher taking such leave shall reimburse the School District for any fees he/she receives as a juror or witness, excluding

transportation fees and incidental expenses. This provision only applies to days when school is in session.

4. Five (5) school days in the event of the death of a teacher's spouse, child, parent, father-in-law, mother-in-law, sibling or any other family member related by blood or marriage or a person with whom a teacher has had an unusually close relationship.
 5. Each teacher may, upon reasonable notice in advance, be absent a maximum of three (3) days each school year without loss of pay for urgent personal business which cannot be taken care of outside school hours, if such absence is not for interviews or other activities related to employment elsewhere, travel, or vacation or preparation therefore, excluding wedding plans, or an activity for which compensation is received for outside employment, or for demonstrations, marches, moratoria or other such observances. This shall not preclude the Association from authorizing a maximum of four (4) teachers to attend educationally related activities provided they, as individuals, have personal days still available. If absence for urgent personal business is on a day immediately preceding or following a school holiday or vacation, application with the reason for the absence stated will be submitted in advance for the approval of the teacher's immediate supervisor and the Superintendent or his/her designee. In cases of emergency, the teacher on the first day of his/her return to duty may apply for retroactive approval, and if it is not granted as to the reason or emergency situation, such leave shall be charged as sick leave or a day's pay may be deducted for each day of absence as determined by the Superintendent. If absence is taken on one of these days without approval or for one of the reasons stated above as not approvable, 1/200th of the teacher's annual salary will be deducted for each such unexcused absence.
 6. If a teacher is unable to arrive at school because of abnormally severe weather, impassable roads, canceled mass transportation or other emergency condition, he/she may elect to charge this as a personal leave day with existing limits specified for personal leaves.
- B. In addition to the absences permitted under Paragraph A, teachers shall be entitled to the following absences with pay each school year which shall be deducted from sick leave:
1. Thirteen (13) school days in the event of serious illness requiring bedside or household attention by the teacher of his/her spouse, child, parent, father-in-law, mother-in-law, or sibling.

2. Five (5) school days in addition to the days provided in Paragraph A (4) in the event that those days have been used up, for the same purpose as specified in Paragraph A (4).

ARTICLE XXI

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that one (1) teacher designated by the Association will, upon request, be granted a leave of absence for up to one (1) year without pay for the purpose of engaging in Association (local, county, state or national) activities. Upon return from such leave, such teacher will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- B. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps, VISTA or National Teacher Corps and up to one (1) year for service as an exchange teacher, and is a full-time participant in such programs. Upon return from such leave, the teacher will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- C. Military leave will be granted to any teacher as provided by law.
- D.
 1. A teacher shall request child care leave for a newborn child or child to be adopted by written notice to the Superintendent. Such notice shall state the expected date of the commencement of said child care leave. Child care leave shall commence at the teacher's discretion within six (6) weeks of the birth or adoption, or the conclusion of any period of the teacher's disability, whichever occurs last.
 2. Teachers on child care leave will be expected to return to duty either at the beginning of the school year in September or at the beginning of the second term. A child care leave of absence shall not be for more than two (2) years.
- E. A leave of absence without pay or increment of up to one (1) year may be granted to tenured teachers by the Board for personal reasons.
- F.
 1. Any tenure teacher whose personal illness extends beyond the period of accumulated sick leave provided in Article XIX, Paragraph A, and/or granted by the Board under Article XIX, B, will, upon request, be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a maximum of two (2) years.

2. No teacher on such leave shall be reinstated unless the Board's physician determines that he/she is capable of performing his/her teaching duties.
- G.
1. In leaves granted under Paragraphs A-E above, accumulated sick leave will be restored to the teacher upon his/her return.
 2. Subject to the approval of the health insurance carriers and the life insurance carrier, teachers on leave of absence without pay may, by paying the full premium including the Board's share, continue their insurance coverage for the duration of the leave. Such premium payment shall be made in semiannual installments.
 3. Every effort will be made to assign a teacher returning from leave to a substantially equivalent position to the one he/she held at the time such leave commenced. A teacher who returns from such leave will be placed on at least the same level of the salary schedule he/she was on when the leave commenced, and a teacher having served more than five (5) months during part of the school year in which the leave commenced, shall be moved up one step on the salary schedule.
- H. All requests for leaves or extensions or renewals of leaves will be applied for and responded to in writing.
- I. An employee on leave for a year or more shall notify the Superintendent of his/her intent to return to service at least five (5) months before the end of the leave period. In case notice is not received, the Superintendent shall send a letter of inquiry to the employee at his/her permanent mailing address. Failure to notify the Superintendent within one (1) month of inquiry shall constitute a resignation. An employee on half-year leave of absence shall notify the Superintendent of his/her intent to return sixty (60) days before the end of the leave period. Failure to so notify the Superintendent shall constitute a resignation.
- J. Notice of at least sixty (60) days will be given stating the exact date of the commencement of leave except in emergencies or when a teacher is otherwise unable to give such notice.
- K. The parties recognize that the District should have an opportunity to observe the performance of probationary teachers for a continuous final probationary year (calendar or school year, whichever ends first) prior to the granting of tenure. Accordingly, unpaid contractual leave shall be made available on condition that the teacher return to service for a continuous final probationary period of one year. Nothing in this clause shall limit any teacher's rights to paid leave or other benefits as provided in this contract or by statute.

All of the above conditions shall be applicable only if the District, in its letter to the teacher authorizing leave, specifically states the conditions with respect to such leave, as above set forth.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A.
 - 1. The School District shall pay the reasonable expenses (including fees, meals, lodging, transportation and/or registration fees) incurred by teachers attending workshops, seminars, conferences, and other professional improvement sessions, where such attendance has been approved in advance by the Superintendent of Schools or his/her designee.
 - 2. Teachers who complete the certification process of the National Board for Professional Teaching Standards shall be reimbursed by the District for the costs of certification application fees, less any amount paid by third parties. Successful completion of the National Board for Professional Teaching Standards certification shall entitle such teachers to an additional stipend of \$1,000 per year over base salary. Teachers completing alternative and equal credentialing by other recognized certification boards will be given the same stipend. The Superintendent will determine the validity of the alternative program.
 - 3. The teachers in each school shall elect a Committee which shall work with the principal to develop the budget which that school shall request from the Superintendent and the personnel to be allocated funds for the purposes provided in Paragraph 1 above.
- B. The School District agrees to operate and give salary credit for the in-service education program contained in Exhibit C.
- C. The parties agree to create a committee to review the Professional Development and Teacher Improvement Plans in the District. The committee will have four members. Two of the four members shall be appointed by the Superintendent and two of the four members shall be appointed by the President of the Association.
- D. Effective July 1, 2000, an additional day will be added to the school calendar to be used for staff development activities for a total of 185 days (180 instructional and 5 staff development days). This additional day will be a floating day. The day and date will be determined by each building Staff Development committee and the school principal, in conjunction with the Assistant Superintendent for Curriculum and Instruction. This day and

date will be determined by June 30th of each year for the succeeding year and will not result in a loss of instructional time.

The six hour day will be selected from the following options: before school begins in September; after school ends in June; during a vacation period; on Saturday or the six hours may be broken up into blocks of no less than two hours each. The process of selecting a date will be reviewed after the first year of implementation.

- E. In an effort to provide opportunities for teachers to initiate projects for professional growth and renewal, the District and the Association agree to establish "Professional Development Leaves." These leaves will be competitively awarded in the manner outlined in Section 3 below, based on a combination of two general criteria: (1) the individual's past contributions to the District; and (2) potential value of the proposed project, both to the individual and to the District.
1. A committee will be established to oversee the planning and implementation of this program. The committee will be composed of two teachers chosen by the Association and two administrators chosen by the Superintendent of Schools, one of whom will be the Director of Personnel, who will serve as chairperson.
 2. The role of the committee will be (1) to draft guidelines, procedures and criteria for the administration of "Professional Development Leaves", subject to approval by both the Staff Development Team and the Superintendent of Schools, and (2) to review proposals that are submitted and to make recommendations to the Superintendent of Schools as part of the procedure outlined in Section 4 below.
 3. The submission and review of proposals shall be as follows:
 - (a) The Joint Committee will prepare a solicitation for proposals which will be distributed to all teachers in the District. This solicitation will describe the program; explain the application procedures and review criteria; and outline the timetable and decision-making process.
 - (b) Only tenured teachers will be eligible to apply.
 - (c) The Joint Committee will review all proposals submitted in accordance with the published review criteria and will make their recommendations to the Superintendent of Schools.
 - (d) The Superintendent, in turn, will review the committee's recommendations and will submit his/her own recommendations to the Board of Education. The Board of

Education will make final decisions on awards of "Professional Development Leaves."

4. Other features of the program provide the following:
 - (a) Recipients of these leaves will agree to return to employment in the District for a minimum of two (2) years subsequent to their leaves, or else will return a prorated portion of the cost of their leaves.
 - (b) Recipients of these leaves will agree to provide a written report to the committee and the Board of Education summarizing the results or outcomes of their leaves.
 - (c) As part of the annual budget process, the Board of Education will determine the amount of money, if any, to be allocated to support the leaves granted under this program.
 - (d) Upon return from a professional development leave, a teacher shall be considered as if he/she were actively employed by the School District during the leave and will be placed on the salary schedule on the level he/she would have achieved if he/she had been present. Upon his/her return, the teacher shall be restored to his/her former position at his/her former school if at all possible, otherwise, to a substantially equivalent position.
 - (e) It is the expectation of the parties that teachers on professional leave shall receive full salary.

ARTICLE XXIII

SAFETY AND PROTECTION

- A.
 1. Teachers will immediately report all cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, in writing.
 2. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in his/her possession relating to the incident or the persons involved.
- B. The Board shall save harmless and protect all teachers from financial loss in accordance with Section 3023 of the Education Law.
- C. Teachers shall not transport pupils in their personal automobiles except in cases of emergency. In such an emergency, the teacher will be saved harmless and indemnified as provided by law.

- D. As used in this Article, the word “teacher” shall include adult education staff.

ARTICLE XXIV

PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from his/her employment and unable to perform his/her duties because of a personal injury resulting from a causal relationship that would be compensable under the worker’s compensation laws from an accident or an assault (not caused by his/her own contributory negligence) occurring in the discharge of his/her duties within the scope of his/her employment, he/she will be paid his/her full salary during his/her absence from his/her employment up to a period of two (2) years (less the amount of any worker’s compensation award made for temporary disability due to said injury, if any, and any income which he/she is able to earn in lieu of and because he/she does not have to perform his/her teaching duties) and no part of such absence will be charged to his/her annual or accumulated sick leave.

ARTICLE XXV

ADULT EDUCATION STAFF — FUNDED PROGRAMS

- A. This Article shall apply only to programs funded by Federal and State Governments, and industries and administered by the White Plains School District. Funded teachers working evenings will receive pay increase with no fringe benefits on the date of recycle for these budgets.
- B. Salaries and fringe benefits shall become effective on the first working day after July 1 of any given year.
 - 1. Within State and Federal regulations and policies and industry-funded programs, every effort will be made to provide continuous employment for staff whose work is satisfactory within the budget life of the specific programs, except where enrollment falls to a point where the program is closed.
 - 2. A file of all adult education staff will be prepared and maintained by the Adult Education Administration in order of their dates of employment in their area of specialization, the longest employed placed first. In case of funding cutbacks in programs, layoffs will be governed by seniority within the special area whenever practical.
 - 3. Each newly hired adult education staff person will be placed on probation for a minimum of thirty (30) months or 2,520 hours, whichever comes first, during which time he/she will receive

supervision and training and evaluation of teacher effectiveness. At the satisfactory completion of the probationary period, he/she will be added to the bottom of the seniority list in which he/she has accumulated the necessary probationary time.

This probationary period will be retroactive to September 1974. Areas in which seniority can be earned:

ABE — Basic Education, Guidance, Job Skills Educational Program (JSEP)

If new areas of specialization are created, they will be added to this list.

4. Staff who are on a seniority list shall not be dismissed except for reduction of work or for cause.
 5. Consideration will be given to the dismissal and rehiring of probationary staff in a fair and equitable manner, taking into account the needs of the program, the length of service in the area of specialization, and the performance of staff members.
 6. A leave of absence of up to one year for maternity or for study at no pay may be taken with no advance in standing on the seniority list.
 7. An instructor must complete the contracted time of instruction with his/her current class before becoming eligible for assignment to another class. Upon completion of the currently assigned class, teachers on the seniority list will be given first priority to new classes in their area of seniority.
 8. No reduction in the total number of days from the 1989-90 or CETA VIII calendars shall occur without meaningful consultation with building liaison representatives.
- C. Funded daytime staff will receive ten (10) paid holidays — Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Memorial Day and either Yom Kippur or Christmas Eve. Selection of the tenth (10th) day shall be made by the ABE staff.
- D. 1. Funded daytime teachers shall be eligible for sick leave benefits computed as follows: One (1) sick leave day at half-pay for each twenty-five (25) days worked, cumulative up to fifty (50) days.
2. In the event of a death of an adult education staff member's spouse, child, parent, father-in-law, mother-in-law, sibling, or any other family member related by blood or marriage, or a person with

whom such staff member has had an unusually close relationship, he/she shall be entitled to five (5) school days' leave of absence at full-pay, which shall not be deducted from sick leave.

- E. Day and Evening Funded Programs shall consider as days of instruction those days the Superintendent closes schools for emergencies, snow, days of mourning, etc. The regular salary for that day will be paid.
- F. Funded daytime staff are expected and shall be on duty for the entire duration of the daily assignment. Personal and educational commitments will be made outside the daily time period. Any deviation from this must be by approval of the Director of Adult Education.
- G. Teachers in funded programs will agree to teach for the life of their class. Only leaves approved by the Director of Adult Education will guarantee return to original class assignment.
- H. Funded daytime staff will receive three (3) days' leave for personal business each year, non-accumulative, at full pay. Unused personal days will be applied to sick leave.
- I. ABE Funded Daytime and Evening Staff will be placed on a three (3) level system related to the employee's years of service in the position. Employees on Level 1, with 0 to 5 years of service, shall receive the salary set forth below for Level 1 in each of the years of this Agreement. Employees on Level 2, with 6 to 10 years of service, shall receive the salaries set forth below for Level 2 in each of the years of this Agreement. Employees on Level 3, with 11 years of service or more, shall receive the salaries set forth for Level 3 in each of the years of this Agreement.

	7/1/08 to <u>6/30/09</u>	7/1/09 to <u>6/30/10</u>	7/1/10 to <u>1/31/11</u>	2/1/11 to <u>6/30/11</u>	7/1/11 to <u>1/31/12</u>	2/1/12 to 6/30/12
Level 1	\$52.98	\$54.04	\$54.04	\$55.39	\$55.39	\$56.64
Level 2	\$53.53	\$54.60	\$54.60	\$55.97	\$55.97	\$57.23
Level 3	\$53.96	\$55.04	\$55.04	\$56.42	\$56.42	\$57.69

- J. Adult education staff will be paid no later than four (4) weeks after commencement of service.
- K. Aides shall be provided to ESOL staff whose class size exceeds the guidelines set forth in Exhibit B. Such aide time shall be provided to the same extent as teaching assistant time in Article VI, B (2).
- L. Effective September 1, 1974, the Board agrees to increase the funding contribution for dependent health insurance coverage to 95 percent for eligible adult education staff. The funding contribution for individual

coverage will continue at 100 percent. Eligible funded staff shall include the following: those who are on the seniority and probationary lists who are regularly assigned twenty (20) or more hours per week or those who have been regularly assigned twenty (20) or more hours per week, and are currently assigned less than twenty (20) hours per week for an interim period prior to funding of new programs. The interim period during which this benefit will be granted shall not exceed three (3) months for staff on the seniority list and one (1) month for staff on the probationary list.

- M. Prior to the scheduling of paraprofessional duties (aides and teaching assistants) each new cycle, the Building Liaison Committee shall meet with the building administrators to discuss and evaluate the nature and extent of such assignments. Whenever possible, paraprofessionals who function in the classrooms will be trained in cooperation with classroom teachers.
- N. A sum of \$200 per capita will be remitted to the White Plains Teachers Association Welfare Trust Fund to be applied to benefits for ABE daytime staff provided counsel for the Welfare Trust Fund gives approval.

ARTICLE XXVI

ADULT EDUCATION STAFF — TRADITIONAL PROGRAM

- A.
 - 1. Every effort will be made to develop sufficient enrollment to operate listed classes. A minimum of fifteen (15) registrations for all classes except high school credit courses where a minimum of eight (8) will be required to start class sessions.
 - 2. The instructor will be notified in advance of his/her coming to school if registrations are not sufficient to start the class; otherwise, he/she will be paid for that night.
 - 3. A minimum average attendance of ten (10) students will be required for a class to be continued, except for high school credit courses where a minimum attendance of five (5) will be required. Every effort will be made by administration and teachers to meet these requirements.
- B.
 - 1. Successful teachers in the Adult Education program will be invited to return for each succeeding year to the position held and will be invited to teach new courses. New course positions not filled by Continuing Adult Education teachers will be advertised to White Plains teachers, and priority will be given to qualified White Plains teacher candidates.
 - 2. Emergency openings will be filled from the available candidates.

- C. Adult Education classes will be scheduled so that classes will run the planned number of sessions except when a session falls on a holiday.
- D. Substitutes will be selected from existing Adult Education teachers whenever practical.
- E. Instructors will be paid when classes are canceled due to inclement weather or unscheduled closing by the Superintendent of Schools. The decision to postpone evening classes shall be made no later than 4 p.m. and as early as possible. Every effort will be made to have instructors make up any missed session at no additional pay.
- F. The traditional Adult Ed hourly rate percentage (Article XXVI) will increase by ½ of the regular day teacher's percentage increase as follows:

Adult Ed Hourly Pay

7/1/08 to 6/30/09	\$34.90
7/1/09 to 6/30/10	\$35.25
7/1/10 to 1/31/11	\$35.25
2/1/11 to 6/30/11	\$35.69
7/1/11 to 1/31/12	\$35.69
2/1/12 to 6/30/12	\$36.09

ARTICLE XXVII

SALARY AND SUPPLEMENTAL SALARY

- A. Salaries for teachers for the 2008-09, 2009-10, 2010-11 and 2011-12 school years will be set forth in Exhibit D.
- B. For the 2008-09, 2009-10, 2010-11 and 2011-12 school years, specified personnel shall receive the differentials above their regular salary as set forth in Exhibit D.
- C. For the 2008-09, 2009-10, 2010-11 and 2011-12 school years, specified personnel shall receive supplemental compensation for extra-curricular activities as set forth in Exhibit E.

The Joint Committee established by the School District and the White Plains Teachers' Association shall determine methods and amounts of payments for extra-curricular and co-curricular activities.

- D. Teachers assigned an additional class for the school year will be paid 1/5th of their yearly salary on a prorated basis for each such period beyond the normal teaching load.

E. Staff members shall be paid 1/200th of their yearly base salary (not including stipends) on a per diem basis for assigned summer work that is essentially the same as work done during the regular year. It is understood that work such as curriculum development and other work not essentially the same as the basic teaching assignment as well as summer school is not covered by this provision. However, summer CSE work shall be compensated on an hourly rate with a minimum of two (2) hours and any time in excess of two (2) hours will be prorated on a quarter-hour basis.

F. Teachers other than Adult Education staff or Funded staff who are paid on an hourly rate, shall be paid at the following hourly rates in each of the years of this Agreement:

7/1/08 to 6/30/09	\$55.32
7/1/09 to 6/30/10	\$56.43
7/1/10 to 1/31/11	\$56.43
2/1/11 to 6/30/11	\$57.83
7/1/11 to 1/31/12	\$57.83
2/1/12 to 6/30/12	\$59.14

G. Teachers who voluntarily cover one class assignment of an absent teacher shall be paid the full hourly rate for hourly teachers for each period of class assignment.

H. Teachers who are asked to translate written materials from one language to another (other than English as a Second Language teachers who translate materials for their own curriculum as part of their instructional responsibility to students and parents) will be paid for such work at the hourly professional rate (Article XXVII, G) upon presentation of the materials translated and an accounting of their time. Such translations (other than translations by ESL teachers as aforesaid) shall be voluntary. Requests to have materials translated and requests to teachers to perform translation services shall be coordinated and authorized by the principal in each building.

I. The District will seek eligible volunteers within established schedules for lunch time duties. Teachers volunteering for lunch time duties (cafeteria, gym and playground at the elementary level; cafeteria, hall and playground duties at the middle school and cafeteria and gym duties at the high school) shall be paid at a rate of \$15 a period. This time shall count as their regular duty. In the event that the necessary number of volunteers do not come forth, such duty shall be assigned within established schedules on a rotating and equitable basis and shall be paid.

J. Effective 7/1/10, an employee may move a maximum of one salary lane per school year. Effective 7/1/10 all coursework must be completed by

August 31 and college transcripts and/or in-service completion certificates must be submitted to the District by November 1. Lane movement will be retroactive to September 1 as set forth in Exhibit C. (On July 1, 1996, the BA 45 and BA 60 columns were eliminated from the salary schedule. Any teacher on these columns prior to July 1, 1996 was grandfathered.)

- K. Teachers whose Masters Degrees require credits in excess of 36 hours will be credited Masters plus the number of credits beyond 36.
- L. In the event that credit is to be given for workshop attendance, such credit shall be in accordance with procedures set forth in Exhibit C.
- M. Teachers performing approved curriculum development work during the school year have the option of acquiring additional salary credit as set forth in Exhibit C or payment equal to the per session extra & co-curricular rate set forth in Exhibit E. Sessions are two hours long. This provision does not apply to the competitive grants of the Curriculum Council and/or Staff Development Team.
- N. In accordance with previous practice and arrangements reached between the Association and the District, the following pay arrangements are in effect:
 - 1. Payment for curriculum development projects during the school year are paid on a per session basis in accordance with the agreement of 9/26/86.
 - 2. Payment for curriculum development projects during the summer and for attendance at workshops during the school year in lieu of conducting workshops during the regular school day is \$20 per hour for teachers without a master's degree and \$25 per hour for teachers with a master's degree.
- O. In accordance with the side letter of 1/6/97, teachers serving as English/Language Arts Lead Teachers and Computer Resource Teachers will receive a stipend of \$1000 annually. C.D.P. Lead Teachers will also be paid a \$1000 stipend dependent on the availability of magnet funds and the decisions of the School Based Council. The stipend for full-time Mentor Teachers shall be \$500 if state funds are available. Anyone providing less than full-time support will be prorated.
- P. In accordance with the letter dated 1/6/97, the position of Resource Person shall be established for elementary ESOL Specialist, Library Media Specialist, Learning Facilitator, Social Worker, Speech/Language Therapist and School Psychologist. The stipends for Resource person shall be at the contractual hourly rate up to a maximum of \$2500.

- Q. Incentive Plan - Effective July 1, 2000, there shall be established an incentive plan. The incentive plan shall be applicable to all professional personnel on the salary schedule and covered by the agreement. The incentive plan shall govern the receipt of additional compensation (of \$1,000.00/per year non-cumulative) on salary steps heretofore "frozen" and the attainment of salary step 20 increment.

Teacher participation in the plan shall be optional in school year 2000-01 and shall be mandatory commencing school year 2001-02 for teachers then on the second to last increment step depending on salary lane, (for example, step 16 for lane MA or step 17 for lane MA+60). Teachers who had the option to apply in 2000/2001 and who are not mandated to apply in 2001/2002, may still exercise an option to apply for the \$1,000 incentive anytime prior to reaching Step 20. This small group of members shall receive the 20th step increase automatically without the need to qualify for the incentive.

The criteria for receipt of the \$1,000.00 incentive and qualifications for Step 20 shall be:

1. A summative satisfactory rating on the Annual Professional Performance Review for the year preceding the year the \$1,000.00 incentive is applicable;
2. Participation on at least one district or school committee during at least two of the previous three years;
3. Demonstration of work on a consistent basis with students or parents beyond his/her regular classroom assignment; and
4. Participation in some form of career improvement training (e.g., in-service, graduate work, workshops or other activities listed in Exhibit C excluding student teaching) during any of the previous three years.

The Annual Professional Performance Review shall be commenced no later than December 1 and completed no later than June 1. By December 1, there shall be a preliminary observation conference in which any areas of concern shall be noted. Where a classroom observation is to be followed by a post observation report, said report shall be furnished to the teacher within two (2) weeks of the observation.

Once a teacher first qualifies for the \$1,000.00 incentive, receipt of the \$1,000.00 annual incentive and Step 20 thereafter shall be automatic. A teacher who does not qualify for the \$1,000.00 incentive in his/her first year of eligibility shall have the option in subsequent years prior to Step 20 to apply for the \$1,000.00 annual

incentive (through Step 19) and the Step 20 increment. Notwithstanding the foregoing, teachers must receive the Step 20 increment no later than for their 22nd step without regard to the satisfaction of the criteria set forth above.

The teacher's immediate supervisors shall make the initial determination as to whether the teacher has satisfied the incentive/20th Step criteria. (The Assistant Superintendent of Curriculum and Instruction or the Assistant Superintendent for Pupil Services must concur with any unsatisfactory rating on an Annual Professional Performance Review, applicable to the incentive or Step 20). The Superintendent of Schools shall review any determination that a teacher has not met any one or more of the incentive criteria.

Any claimed violation of the procedure set forth herein shall be subject to the grievance and arbitration procedure contained in Article III of this agreement. However, if the Superintendent denies a teacher the \$1,000.00 incentive or the 20th Step, said denial shall be subject to Article III, starting at Step 3, but the decision of the arbitrator shall be advisory.

ARTICLE XXVIII

INSURANCE AND OTHER BENEFITS

A. Welfare Trust Fund

Effective July 1, 2010, Board contributions into a Welfare Trust Fund will be \$1,450 for each eligible teacher.

B. A teacher on professional development leave will receive the same fringe benefits as if he/she were teaching.

C. 1a. The District will provide individual, two person or family health insurance coverage to active unit members as described in Section C. 1b. Effective July 1, 2008, the following indicated annual premium contributions shall be made by active unit members toward the cost of health insurance coverage:

	<u>Individual Coverage</u>	<u>2 Person Coverage</u>	<u>Family Coverage</u>
Effective 7/1/08	\$625	\$1075	\$1220

Effective July 1, 2009, the rates of annual premium contribution by unit members under the District's health care plan shall be converted to percentage contributions. All active unit members shall contribute the

following percentages towards the cost of individual, 2 person or family health insurance coverage based upon the premium equivalent rate established by the District from year to year, in the following amounts:

Effective 7/1/09: 8.0%
Effective 7/1/10: 9.0%
Effective 7/1/11: 10.5%

The aforesaid contributions will be collected through an Internal Revenue Code Section 125 Plan.

The Board contribution shall be the difference between the employee contribution and the total cost of insurance for each eligible employee.

- 1b. Board contributions, in the above amounts, shall be for teachers who are assigned at least .5 F.T.E. Teachers who are assigned less than .5 F.T.E., shall have the District contribution prorated to equal their F.T.E. status. Any teachers who receive full Board contributions for health insurance as defined above, shall continue during employment with full contributions for health insurance despite any subsequent change in status or assignment.
- 1c. Effective July 1, 1990 the Board shall contribute 100% for employee and 95% for dependent coverage for retirees who, at the time of retirement into the New York State Teachers Retirement System from the District have twenty or more years of full-time employment with the District, with regular part-time service to be prorated on a cumulative basis. Those members of the bargaining unit who retire with at least fifteen years but less than twenty years of full-time employment with the District, as defined above, shall receive 80% of the employer contribution. Those employees with ten or more years but less than fifteen years of full-time employment with the District, as defined above, shall receive 50% of the employer contribution.
2. Effective as soon as is practicable but not later than July 1, 2009, the Empire Health care plan offered to unit members will cease to be an option to newly hired employees and current employees not already enrolled in said plan. Any unit members already enrolled in the Empire health care plan on June 12, 2009 shall be given the option of enrolling in the other health care plans offered by the District, or continuing their enrollment in Empire but paying the cash difference between 92% of SWSCHP premium and the premium charged for like coverage under the Empire plan. This provision shall not apply to current retirees enrolled in the Empire plan.

3. Except as expressly set forth in Section C. 2, the Board will continue the current health insurances including Statewide Schools Cooperative Health Plan (SWSCHP). If it becomes necessary to replace SWSCHP, such change shall be subject to negotiations with the Association. Unless otherwise agreed to by the parties, benefits under a successor agreement shall be equal to or better than those provided by SWSCHP then in effect under the SWSCHP plan.
 4. Effective July 1, 2009, the \$5 co-pay for Health Net (United Healthcare) shall increase to \$20.
 5. Teachers covered under a health insurance other than that provided by the District may convert such coverage to salary under the following provisions:
 - (a) At the teacher's option, the teacher may reduce medical insurance coverage for a full year by completing an appropriate form furnished by the District. Any teacher changing from family to individual coverage or waiving family or individual coverage shall receive as salary, 40% of the premium savings, less the costs of retirement, social security, or other applicable fringes.
 - (b) Teachers electing to reduce their coverage must do so each year by March 1, with the provisions of this section taking effect on July 1. Payment of the teacher share shall begin with the first half payment on the payroll nearest to December 1 and a second half payment on the payroll nearest to June 1. Full coverage will be automatically reinstated each year the teacher fails to file. Reinstatement shall take place on July 1 and all benefits will be available on that date.
 - (c) In the event that a teacher's status changes drastically so that this arrangement causes severe hardship on the teacher, that teacher may apply for reinstatement. Such circumstances are limited to death of a spouse, loss of a spouse's employment or loss of a spouse's insurance coverage.
 - (d) This option is available only to teachers who have better benefits elsewhere.
- D. Tenured teachers whose employment by the Board has been terminated as a result of elimination or abolition of position shall receive one month's salary at the rate then currently paid to him/her. Upon such payment, the

teacher will execute an agreement on a form provided by the District guaranteeing the repayment thereof, should the teacher, in accordance with the preferred eligibility list requirements of Education Law, resume employment in the District in a position similar to the one which such teacher filled at the time of such elimination or abolition.

- E. Each retiring teacher who has at least twelve (12) years of service with the District at the time of retirement shall receive at the time of retirement, an amount equal to fifty percent (50%) of accrued sick leave, or one hundred twenty-five (125) days, whichever is less at the per diem rate of \$60. In addition, retiring teachers shall receive \$60 per day for each unused sick and personal day accrued during the last three years immediately preceding retirement.

Teachers shall give notice to the School District of their intent to retire by February 1 or five (5) months prior to the effective date of retirement. In the case of disability retirement, the Superintendent may waive this provision.

A ten percent (10%) penalty shall be imposed on this benefit for each month said notice is late.

- F. Children of White Plains Teachers may attend district schools at no cost to teachers, in compliance with Board policy 5110. This policy is excluded from arbitration and may not be treated as a contract grievance.
- G. The District shall continue its current IRS Section 125 Flexible Benefits Plan to the extent permitted by law and agrees to meet with the Association to review extending the scope of benefits covered under the plan to the extent that such extension does not result in additional cost to the District.
- H. Tax Shelter Annuity funds deducted from teacher salaries shall be transmitted within the week following pay day.

ARTICLE XXIX

DUES DEDUCTION

- A. The District agrees to deduct from the salaries of teachers and adult education staff, dues for the White Plains Teachers Association and its affiliates or any one or more of such associations as said teachers individually and voluntarily authorize the School District to deduct, and to transmit the monies promptly to such association or associations. The teacher's request for such deduction will be in writing.

- B. The Association will certify to the Business Officer, in writing, the current rate of membership dues. Any change in the rate of membership dues will be given to the School District, in writing, thirty (30) days prior to the effective date of such change.
- C. Deductions referred to in Paragraph A above will be made in as nearly equal installments as is practicable during the school year. The School District will not be required to honor for any pay period, any authorizations that are delivered to it later than thirty (30) days prior to the distribution of the payroll from which the deductions are to be made. The Board shall forward final dues deduction to the Treasurer of the Association no later than June 1.
- D. No later than October 30 of each year, the School District will provide the Association with a list of those employees who have voluntarily authorized the School District to deduct dues. The School District will notify the Association monthly, of any changes in said list. Any employee desiring to have the School District discontinue deductions he/she has previously authorized, must notify the School District and the Association concerned, in writing, by September 10 of each year for the school year's dues.
- E. Pursuant to authorization contained in Civil Service Law § 208, subd. 3 (b) with respect to agency shop fee deduction and effective in the years of this Agreement commencing July 1, 1979 (but subject to continued legislative authorization during such term), the Board agrees to make deductions from the wage or salary of personnel covered by this Agreement who are not members of the Association, the amount equivalent to the dues levied by the Association and transmit the sum so deducted to the Association. The foregoing shall only be applicable so long as the Association has established and maintains a procedure providing for the refund to any such person demanding the return of any part of an agency shop fee deduction which represents such person's pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- F. The Association agrees to save and hold harmless the Board from any and all losses, expenses, damages, costs and attorney fees that may accrue as a result of the provisions contained in Paragraph E above, by reason of any action, suit or proceeding before any administrative body or judicial or quasi-judicial body or before any arbitrator by any person covered by this Agreement or in his or her behalf, involving or in any way relating to the implementation of the agency shop fee deduction provision herein above set forth.

ARTICLE XXX

GENERAL

- A.
 - 1. The President of the Association shall be released from all extra assignment and non-teaching duties.
 - 2. If the President is a secondary school teacher, he/she shall have no more than three (3) teaching periods per day, and his/her schedule shall be arranged so that he/she is free the last two (2) periods of each day.
 - 3. If the President is an elementary teacher, he/she shall have a workload substantially equivalent to that described in A (2) above, and his/her schedule shall be similarly arranged.
 - 4. The Association grievance chairman and up to five (5) members of the Association negotiating team shall be released from non-teaching duties.
 - 5. No teacher shall suffer any professional disadvantage by reason of his/her membership in the Association or participation in its lawful activities.
- B. A copy of the Board agenda will continue to be provided to the President and President-elect of the Association.
- C. In the event the general distribution of copies of School District professional personnel policies, rules and regulations are not made to all professional personnel, thirty (30) copies will be provided to the President of the Association.
- D.
 - 1. Copies of this Agreement shall be printed at the expense of the School District and a copy given to each teacher.
 - 2. Except where otherwise provided, any committee agreed upon by teachers and administration will have the prerogative of choosing its own chairman.
- E. The parties recognize that this Agreement has been entered into pursuant to the Taylor Law. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to applicable law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The Association affirms, as required by the Taylor Law, that it does not assert the right to strike against any government, to assist or participate in

such a strike, or to impose an obligation to conduct, assist or participate in such a strike.

- F. This Agreement constitutes School District policy for the term of said Agreement, and the School District will carry out the commitments contained herein and give them full force and effect as School District policy. The policies contained in the Board's professional staff handbook shall continue in effect except where superseded, amended, or modified by this Agreement, and such policies contained in the handbook shall not be subject to the grievance procedure provided for in this Agreement.
- G. With respect to matters not covered by this Agreement, which are proper subjects for collective negotiations, the Board agrees that it will make no changes in established past practices without consultation and negotiation with the Association. To assist in interpreting what is such an established past practice, the following criteria will be employed:
 - 1. It must concern a major condition of employment.
 - 2. It must confer a direct personal benefit upon the teacher.
 - 3. It must be an established past practice of long-standing duration upon which teachers have heretofore relied.
- H. Any claimed violation, misinterpretation or misapplication of this paragraph (Article XXX, G) shall only proceed through Level Three of the grievance procedure.
- I. As required by the Taylor Law, it is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval. The parties acknowledge that the Board, the appropriate legislative body, by its execution of this Agreement has approved it.
- J. The professional negotiations agreement between the parties dated June 3, 1968, is superseded by this Agreement and is of no further force and effect.
- K. Neither party shall be deemed to have surrendered or yielded any rights by withdrawing or modifying any of its proposals or counter-proposals during the negotiations leading to this Agreement.
- L. The Board agrees to establish a reserve fund of \$4,000 for the years 2008-09, 2009-10, 2010-11 and 2011-12 to cover the cost of claims by teachers for damage to personal property and clothing occurring in the discharge of their duties, within the scope of their employment, not caused

by contributory negligence. Upon submission of a written claim to the Association and the Association's recommendation, the Board will pay from the reserve.

ARTICLE XXXI

DURATION

- A. This Agreement shall be effective for the school years July 1, 2008 through June 30, 2012, and shall continue in effect from school year to school year thereafter until terminated, subject to changes negotiated by the parties pursuant to Article II.

- B.
 - 1. Either party may terminate this Agreement for the following school year by notice given in writing to the other no later than January 15 of the preceding school year.

 - 2. This Agreement shall terminate at the end of any school year in which the Association ceases to be the exclusive negotiating representative of the teachers covered by this Agreement.

 - 3. This Agreement shall terminate only as to adult education staff at the end of any school year in which the Association ceases to be the exclusive negotiating representative of such adult education staff.

- C. The parties agree that all items presented for negotiation have been negotiated and that no item will be introduced for further negotiation to take effect in the 2008-2012 school years.

- D. This Agreement shall be subject to Federal laws as amended and the rules, regulations and orders promulgated thereunder. Should any part of this Agreement be disapproved by any governmental authority, the parties shall jointly seek to obtain approval to utilize the monies agreed to herein in some other permissible and legal manner, such use to be subject, however, to joint agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this document, approved by the Board of Education on the day of , 2011.

**BOARD OF EDUCATION
OF THE CITY SCHOOL DISTRICT
OF THE CITY OF WHITE PLAINS
NEW YORK**

WHITE PLAINS TEACHERS ASSOCIATION

Rosemarie Eller, President

Cairenn Broderick, President

EXHIBIT A-1

**WHITE PLAINS PUBLIC SCHOOLS
CALENDAR FOR THE 2008-2009 SCHOOL YEAR**

2008

Civil Serv. Holidays

JULY	4	(F)	Fourth of July (Offices Closed)	X
SEPT.	1	(M)	Labor Day (Schools & Offices Closed)	X
	2	(Tu)	Superintendent's Conference Day – All Staff Report	
	3	(W)	Superintendent's Conference Day – All Staff Report	
	4	(Th)	Schools Open for Students	
	30	(Tu)	Rosh Hashanah (Schools & Offices Closed)	X
OCT.	1	(W)	Rosh Hashanah (Schools & Offices Closed)	X
	9	(Th)	Yom Kippur (Schools & Offices Closed)	X
	13	(M)	Columbus Day (Schools & Offices Closed)	X
NOV.	4	(Tu)	Superintendent's Conference Day –Teaching Assistants/Aides, Food Service do not report	
	11	(Tu)	Veterans Day (Schools & Offices Closed)	X
	27	(Th)	Thanksgiving Day (Schools & Offices Closed)	X
	28	(F)	Thanksgiving Recess (Schools & Offices Closed)	X
DEC.	24-31	(W-W)	Holiday Recess (Schools Closed)	
	25	(Th)	Holiday Recess (Schools & Offices Closed)	X

2009

JAN.	1-2	(Th-F)	Holiday Recess (Schools Closed)	
	1	(Th)	Holiday Recess (Schools and Offices Closed)	X
	9	(F)	Superintendent's Conference Day –Teaching Assistants/Aides, Food Service do not report	
	19	(M)	Martin Luther King, Jr. Day (Schools & Offices Closed)	X
FEB.	16-20	(M-F)	Winter Recess (Schools Closed)	
	16	(M)	President's Day (Schools & Offices Closed)	X
MAR.	13	(F)	Superintendent's Conference Day – All Staff Report	
APR.	6-10	(M-F)	Spring Recess (Schools Closed)	
	10	(F)	Good Friday (Schools & Offices Closed)	X
MAY	25	(M)	Memorial Day (Schools and Offices Closed)	X
JUNE	26	(F)	Last Day of School	

In the event that schools must be closed for more than three days because of snow or other emergency conditions, the necessary number of days will be made up during the following days:

4th snow day – April 6, 2009 5th snow day – April 7, 2009 6th snow day – April 8, 2009

Schools and Offices will be closed on Friday, May 22, 2009 if the district uses only one snow or other emergency day.

If the district uses no snow or other emergency days, schools and offices will be closed on Friday, May 22, 2009 and Tuesday, May 26, 2009.

EXHIBIT A-2

**WHITE PLAINS PUBLIC SCHOOLS
CALENDAR FOR THE 2009-2010 SCHOOL YEAR**

2009

Civil Serv. Holidays

JULY	3	(F)	Fourth of July (Offices Closed)	X
SEPT.	7	(M)	Labor Day (Schools & Offices Closed)	X
	8	(Tu)	Superintendent's Conference Day – All Staff Report	
	9	(W)	Superintendent's Conference Day – All Staff Report	
	10	(Th)	Schools Open for Students	
	28	(M)	Yom Kippur (Schools & Offices Closed)	X
OCT.	12	(M)	Columbus Day (Schools & Offices Closed)	X
NOV.	3	(Tu)	Superintendent's Conference Day (Teaching Assistants/Aides, Food Service do not report)	
	11	(W)	Veterans Day (Schools & Offices Closed)	X
	26	(Th)	Thanksgiving Day (Schools & Offices Closed)	X
	27	(F)	Thanksgiving Recess (Schools & Offices Closed)	X
DEC.	24-31	(Th-Th)	Holiday Recess (Schools Closed)	
	24	(Th)	Holiday Recess (Schools & Offices Closed)	X
	25	(F)	Holiday Recess (Schools & Offices Closed)	X
	31	(Th)	Holiday Recess (Schools & Offices Closed)	X

2010

JAN.	1	(F)	Holiday Recess (Schools Closed)	X
	18	(M)	Martin Luther King, Jr. Day (Schools & Offices Closed)	X
FEB.	5	(F)	Superintendent's Conference Day – All Staff Report	
	15-19	(M-F)	Winter Recess (Schools Closed)	
	15	(M)	President's Day (Schools & Offices Closed)	X
MAR.	29-31	(F)	Spring Recess – includes Easter/Passover (Schools Closed)	
APR.	1-2	(Th-F)	Spring Recess includes Easter/Passover (Schools Closed)	
	2	(F)	Good Friday (Schools & Offices Closed)	X
	30	(F)	Superintendent's Conference Day (Teaching Assistants/Aides do not report. Food Service report as required)	
MAY	31	(M)	Memorial Day (Schools and Offices Closed)	X
JUNE	25	(F)	Last Day of School	

In the event that schools must be closed for more than three days because of snow or other emergency conditions, the necessary number of days will be made up during the following days:

4th snow day – March 29, 2010 5th snow day – March 30, 2010 6th snow day – March 31, 2010

If the district uses no snow or other emergency days, schools and offices will be closed on Tuesday, June 1, 2010.

EXHIBIT A-3

**WHITE PLAINS PUBLIC SCHOOLS
CALENDAR FOR THE 2010-2011 SCHOOL YEAR**

2010

Civil Serv. Holidays

JULY	5	(M)	Fourth of July (Offices Closed)	X
SEPT.	1	(W)	Superintendent's Conference Day – All Staff Report	
	2	(Th)	Superintendent's Conference Day – All Staff Report	
	3	(F)	Schools & Office's Closed	X
	6	(M)	Labor Day (Schools & Offices Closed)	X
	9	(Th)	Rosh Hashanah (Schools & Offices Closed)	X
	10	(F)	Rosh Hashanah (Schools & Offices Closed)	X
OCT.	11	(M)	Columbus Day (Schools & Offices Closed)	X
NOV.	2	(Tu)	Superintendent's Conference Day (Food Service report as required)	
	11	(Th)	Veterans Day (Schools & Offices Closed)	X
	24	(W)	Thanksgiving Recess (Schools & Offices Closed)	X
	25	(Th)	Thanksgiving Day (Schools & Offices Closed)	X
	26	(F)	Thanksgiving Recess (Schools & Offices Closed)	X
DEC.	24-31	(F-F)	Holiday Recess (Schools Closed)	
	24	(F)	Holiday Recess (Schools & Offices Closed)	X
	*31	(F)	Holiday Recess (Schools & Offices Closed)	X

2011

JAN.	17	(M)	Martin Luther King, Jr. Day (Schools & Offices Closed)	X
FEB.	21-25	(M-F)	Winter Recess (Schools Closed)	
	21	(M)	President's Day (Schools & Offices Closed)	X
MAR.	29-31	(F)	Spring Recess – includes Easter/Passover (Schools Closed)	
APR.	28-22	(F)	Spring Recess – includes Easter/Passover (Schools Closed)	
	22	(F)	Good Friday (Schools & Offices Closed)	X
MAY	17	(T)	Superintendent's Conference Day (T/As hired effectively July 1, 2009 or later & Food Service report as required.)	X
	30	(M)	Memorial Day (Schools and Offices Closed)	X
JUNE	24	(F)	Last Day of School	

**Floating Holiday*

If the district uses no snow or other emergency days, schools and offices will be closed on May 31, 2011.

In the event that schools must be closed for more than three days because of snow or other emergency conditions, the necessary number of days will be made up during the following days:

4th snow day – April 19, 2011 5th snow day – April 20, 2011 6th snow day – April 21, 2011

EXHIBIT B

WHITE PLAINS PUBLIC SCHOOLS

CLASS SIZE POLICY

(Adopted by Board of Education in December of 1965)

OPTIMUM RANGES

Kindergarten	20-25
First Grade	20-25
Second-Sixth Grades	23-28
The size of elementary art, music and physical education classes will be related to that of the regular classes.	
Secondary* academic, art, music, business education and health education**	20-30
Homemaking, industrial arts, other shop-studio type classes	15-22
Middle School physical education	25-40
Secondary physical education**	20-40

The number of students supervised by one teacher in any one athletic team activity will depend upon the nature of the activity, but the maximum number of students supervised by a teacher in one such activity should be 40.

***Regular daily homeroom added to this area effective July 1, 1971.**

****Amended July 1, 1993**

EXHIBIT C

STAFF DEVELOPMENT

PURPOSES OF STAFF DEVELOPMENT TEAM

The purposes of the Staff Development Team in general are:

1. to develop, implement, coordinate and evaluate all phases of the staff development (including orientation of new staff) program;
2. to assist groups and individual staff members in planning staff development experiences;
3. to assist in planning and leading conference day activities;
4. to serve as a policy board for the Staff Development Center.

STRUCTURE OF STAFF DEVELOPMENT TEAM

Time Requirements

Three days per year during released time or with additional compensation, will be provided for team members to accomplish the above purposes.

Membership

The Staff Development Team shall be composed of the following members:

<u>Members</u>	<u>Method of Selection</u>
Chairperson	Chairperson of Standing Committee for Curriculum and Staff Development of WPTA
K-5 Teachers (5)	
Middle School Teachers (2)	Appointed by the President of the White Plains Teacher Association
High School Teachers (3)	
Adult Education Teacher (1)	
Pupil Personnel Staff Member (1)	
Elementary Administrator	Elected by Administrative Staff
Secondary Administrator	Elected by Administrative Staff
Civil Service Staff Member	Elected by Civil Service Staff
Director of Staff Development	Appointed by Superintendent

Superintendent of Schools or designee from Cabinet	Appointed by Superintendent
College/University Representative	
Business/Industry Representative	Appointed by Superintendent of Schools
Parent Representative	
Private Schools Representative Selected by Private Schools	Chosen by non-public schools involved
Teacher Representative from Alternative Program (Community School)	Appointed by President of WPTA
Teacher Representative from New York Hospital	Appointed by President of WPTA
One Coordinator	Appointed by Superintendent

Qualifications of Members

A minimum of five years of experience is required, two years or more of which have been in White Plains.

Responsibilities of Members

Members must be willing to commit the time required and should identify with the aforementioned purposes. The term of office for members of the Staff Development Team shall be for a two-year period. The Staff Development Chairperson will be freed from supervisory duties.

STAFF DEVELOPMENT

In-service activities should be planned on a long-range basis so that each course or other project will fit into a pattern which will contribute to the professional growth of the individual staff member as well as to the improvement of each school and the White Plains school system as a whole.

I. **Basic Program**

The basic in-service education program will be planned on individual, school and District-wide levels.

A. **Individual**

Each staff member is expected to engage individually in various professional activities which will enable him/her to grow professionally and which will contribute to local, state, and national educational progress. These activities may include serving on school, departmental, grade-level, district, state, and national committees; reading professional literature;

reviewing instructional materials; experimenting with various aids and techniques; attending professional conferences; observations in classrooms of other teachers and other similar projects.

- B. **School** Each school principal and supervisor will plan faculty, departmental or grade-level meetings with the staff each year as part of the total in-service program.
- C. **District-Wide** Some time will be set aside in the school calendar for staff conferences of all professional personnel. These conferences, under the direction of the Superintendent of Schools, will be planned by the Staff Development Team, or its designee.

II(a). **Provisions Governing Credits for Advancement on Salary Schedule Effective Prior to July 1, 2010**

- A. **College and University Graduate Credit** will be approved for horizontal advancement on the salary schedule, if they meet all the following standards:
 - 1. Taken in an accredited institution of higher education and documented by an official transcript of the credits filed in the Office of Certified Personnel.
 - 2. Creditable toward a graduate degree. (Exceptions to this standard are contingent upon prior District approval).
 - 3. In the general field of the teacher's work or in the general field of education.
 - 4. Applicable to the earning of permanent certificates in the case of those persons holding provisional certificates.

B. **Graduate Credits**

Column movement beyond the Masters column must include at least six (6) graduate credits of the fifteen (15) credits required. The transition to this new provision shall occur as follows:

Teachers who, as of June 30, 2004, have accumulated:

- (1) Twelve (12) or more credits toward a column movement shall not be required to take any graduate course credits in order to move to the next column.
- (2) Nine (9) or more, but less than twelve (12), credits toward a column movement, must have three (3) graduate course credits of the fifteen (15) required credits in order to move to the next column.

- (3) Three (3) or more, but less than nine (9), credits toward a column movement, must have four (4) graduate course credits of fifteen (15) required credits in order to move to the next column.
- (4) Less than three (3) credits toward a column movement must have six (6) graduate course credits of the fifteen (15) required credits in order to move to the next column.

Once a teacher in transition achieves column movement pursuant to subparagraphs (1) – (4), the requirement that six (6) graduate course credits be taken in order to achieve column movement shall thereafter apply.

- C. **Auditing Courses** - Credit will not be granted for auditing college courses unless approved in advance as part of a plan for informal credits on the basis of one point per 48 clock hours of work.
- D. **Transcripts** - Upon completion of approved work, a teacher must have an official transcript sent to the office of Director of Personnel if credit is to be granted on the salary schedule.

II(b). **Provisions Governing Credits for Advancement on Salary Schedule Effective July 1, 2010 and Thereafter**

The District will have prior approval authority for all credits for advancement on the salary schedule. Educational credits will be for the professional development of the employee and the District's educational needs. Approval for these courses will be in a timely fashion. The District will not deny these credits in an arbitrary or capricious manner.

- A. **College and University Graduate Credit** for horizontal advancement on the salary schedule, must meet all the following basic standards, subject to the authority of the District to approve the credits as set forth above:

- 1. Taken in an accredited institution of higher education and documented by an official transcript of the credits filed in the Office of Certified Personnel.
- 2. Creditable toward a graduate degree.

- B. **Salary Advancement**

- 1. The District shall not differentiate between graduate and inservice credits towards lane movement.
- 2. An employee will move a maximum of one salary lane per school year.
- 3. All credits earned for salary lane movement must be earned after completion of the employee's master's degree.

4. All coursework must be completed by August 31 and college transcripts and/or in-service completion certificates must be submitted to the District by November 1. Lane movement will be retroactive to September 1.
 5. The District will have prior approval authority for all credits for advancement on the salary schedule. Educational credits will be for the professional development of the employee and the District's educational needs. Approval for these courses will be in a timely fashion. The District will not deny these credits in an arbitrary or capricious manner.
 6. An employee can accumulate a maximum of six (6) credits of online courses (online, video, hybrid or other similar programs) for movement on the salary lanes.
- C. **Transcripts** - Upon completion of approved work, a teacher must have an official transcript sent to the office of Director of Personnel if credit is to be granted on the salary schedule.

III. **Provisions Governing Local In-Service Course Credits**

A. **Formal Credit**

1. Formal credit for in-service courses or workshops which are offered, upon recommendation of the Assistant Superintendent for Human Resources, by the White Plains Public Schools will be one point for each fifteen hours of attendance plus required readings and special activities. A teacher may receive one informal point, however, if he/she attends thirty six clock hours of instruction and does not meet the other requirements, but he/she may not receive more than two such informal points in a school year.
2. The requirements for any local in-service course or workshop will be determined in advance by the Staff Development Team.
3. Teachers will be notified in writing and in advance of registration for courses or workshops of the general requirements to be met in order to receive in-service credit.
4. The Staff Development Team will appoint a course secretary for each local in-service course or workshop from among the enrollees. The course secretary's function shall be to administer the course evaluation and to serve as a liaison between the Staff Development Team and the course participants.
5. By the third session of any local in-service course or workshop, the teachers enrolled will be notified in writing of the specific requirements for credit and the date when any requirement must be completed.

B. **Informal Credits**

Only twelve (12) informal type credits out of each thirty (30) consecutive points may be used for advancement on the training section of the salary schedule, and this type of credit shall not exceed six (6) points during any five year period. This limitation of the number of informal credits to be used for salary purposes will not apply after a staff member receives permanent certification for his/her position and is on tenure with the White Plains Public Schools.

Informal-type activities include work outside organized college classes such as travel, authorship, independent research, supervision of student teachers and a planned program of professional reading and study carried out independently or in organized groups and approved by the Superintendent or his/her representative in consultation with the designated representative of the White Plains Teachers Association. Informal credit for non-college projects will be generally given at the rate of one (1) point for each 36 hours of work.

In all cases where an activity is not to be credited on an official college or university transcript, the staff member must file an application with the Director of Staff Development and Instructional Personnel for approval in advance of taking the course or workshop.

1. **Workshops Sponsored by Governmental Agencies and Other Institutions:** Workshops and courses conducted on the level of university graduate work under the sponsorship of the New York State Education Department, the United States Office of Education, or other federal agency, may be used for informal credit as approved by the Superintendent of Schools. Certain of these workshops and courses which serve for general improvement of instruction may carry formal credit if specifically recommended by the Superintendent and approved in advance by the Board of Education.
2. **Professional Writing:** A staff member who wishes to be granted in-service credit for professional writing will apply in advance with an outline of the proposed work, a description of the research and other work anticipated and an indication of the relationship of the project to the applicant's work. The final determination of the amount of credit to be granted will be made after the product of the activity has been submitted to the Assistant Superintendent for Instruction and Curriculum.
3. **Supervision of Student Teachers:** A cooperating teacher may, upon written application, be granted one point of informal credit for each 100 hours of supervision of a student teacher to a maximum of three (3) points in any one school year.

4. **Travel Credit:** Applications for approval of salary credits for educational travel must be submitted in advance to the Superintendent of Schools. Generally, the maximum number of credits approved for one year of travel will be six (6) points; for one semester, three (3) points; and for a minimum of six weeks of summer travel, two (2) points. Credit will be determined by the Assistant Superintendent or his/her representative after consultation with the representative designated by the White Plains Teachers Association.
5. **No Credit for Paid Employment:** Paid summer employment will not ordinarily be approved for in-service credit for salary purposes.
6. **Paid In-Service Activities:** Paid in-service activities will not merit in-service credits unless carried out under a grant from the National Science Foundation, National Defense Education Act, or similar organizations or legislation.
7. **Prior Credits for New Appointees:** On or before the date of initial employment in the White Plains Public Schools, newly appointed staff members should file claim for all prior credits earned. Credit will be given only for those university or college courses shown on official transcript. Non-college, informal and local in-service credits earned in other school systems cannot be transferred for salary or in-service education credit in the White Plains Public Schools.
8. **Priorities for Courses:** All staff members with provisional certificates should first take those courses which will enable them to meet the requirements for a permanent New York State teacher's certificate.
9. **Mentoring:** In lieu of salary, mentors may opt to receive credit.

EXHIBIT D-1

WHITE PLAINS CITY SCHOOLS
Earning Schedule for Date Range: 07/01/08 - 06/30/09

2% Increase

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD-LESS	PHD
1	\$51,244	\$53,313	\$55,400	\$58,971	\$61,657	\$64,341	\$67,022	\$69,703	\$70,890	\$72,375
2	\$53,111	\$55,197	\$57,283	\$61,242	\$63,950	\$66,651	\$69,354	\$72,039	\$73,236	\$74,718
3	\$55,043	\$57,144	\$59,231	\$63,599	\$66,330	\$69,043	\$71,768	\$74,451	\$75,659	\$77,140
4	\$57,046	\$59,161	\$61,245	\$66,049	\$68,794	\$71,520	\$74,268	\$76,946	\$78,166	\$79,638
5	\$59,122	\$61,251	\$63,326	\$68,591	\$71,355	\$74,090	\$76,852	\$79,523	\$80,750	\$82,218
6	\$61,274	\$63,412	\$65,481	\$71,231	\$74,010	\$76,749	\$79,526	\$82,188	\$83,424	\$84,881
7	\$63,504	\$65,652	\$67,707	\$73,974	\$76,762	\$79,505	\$82,293	\$84,942	\$86,186	\$87,631
8	\$65,818	\$67,969	\$70,009	\$76,822	\$79,619	\$82,359	\$85,156	\$87,787	\$89,037	\$90,471
9	\$68,214	\$70,367	\$72,388	\$79,779	\$82,579	\$85,315	\$88,118	\$90,728	\$91,987	\$93,403
10	\$70,696	\$72,851	\$74,851	\$82,852	\$85,653	\$88,380	\$91,186	\$93,767	\$95,030	\$96,429
11	\$73,269	\$75,424	\$77,396	\$86,040	\$88,837	\$91,551	\$94,357	\$96,907	\$98,175	\$99,553
12	\$75,936	\$78,085	\$80,027	\$89,354	\$92,144	\$94,838	\$97,644	\$100,154	\$101,426	\$102,778
13	\$78,700	\$80,840	\$82,746	\$92,793	\$95,571	\$98,242	\$101,041	\$103,510	\$104,783	\$106,109
14	\$78,700	\$80,840	\$85,564	\$96,368	\$99,128	\$101,769	\$104,557	\$106,977	\$108,252	\$109,547
15	\$78,700	\$80,840	\$85,564	\$100,075	\$102,813	\$105,423	\$108,197	\$110,561	\$111,834	\$113,095
16	\$78,700	\$80,840	\$85,564	\$103,930	\$106,636	\$109,206	\$111,961	\$114,264	\$115,536	\$116,760
17	\$78,700	\$80,840	\$85,564	\$103,930	\$106,636	\$109,206	\$111,961	\$118,093	\$119,359	\$120,544
18	\$78,700	\$80,840	\$85,564	\$103,930	\$106,636	\$109,206	\$111,961	\$118,093	\$119,359	\$124,449
19	\$78,700	\$80,840	\$85,564	\$103,930	\$106,636	\$109,206	\$111,961	\$118,093	\$119,359	\$124,449
20	\$81,609	\$83,697	\$88,456	\$107,823	\$110,504	\$113,180	\$115,863	\$122,121	\$123,310	\$128,388
Differential for Guidance/Psychologist/Social Workers/Staff Development Center Coordinator/Instructional Specialist = \$7,663										

EXHIBIT D-2

**WHITE PLAINS CITY SCHOOLS
Earning Schedule for Date Range: 07/01/09 - 06/30/10**

2% Increase

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD-LESS	PHD
1	\$52,269	\$54,379	\$56,508	\$60,150	\$62,890	\$65,628	\$68,362	\$71,097	\$72,308	\$73,823
2	\$54,173	\$56,301	\$58,429	\$62,467	\$65,229	\$67,984	\$70,741	\$73,480	\$74,701	\$76,212
3	\$56,144	\$58,287	\$60,416	\$64,871	\$67,657	\$70,424	\$73,203	\$75,940	\$77,172	\$78,683
4	\$58,187	\$60,344	\$62,470	\$67,370	\$70,170	\$72,950	\$75,753	\$78,485	\$79,729	\$81,231
5	\$60,304	\$62,476	\$64,593	\$69,963	\$72,782	\$75,572	\$78,389	\$81,113	\$82,365	\$83,862
6	\$62,499	\$64,680	\$66,791	\$72,656	\$75,490	\$78,284	\$81,117	\$83,832	\$85,092	\$86,579
7	\$64,774	\$66,965	\$69,061	\$75,453	\$78,297	\$81,095	\$83,939	\$86,641	\$87,910	\$89,384
8	\$67,134	\$69,328	\$71,409	\$78,358	\$81,211	\$84,006	\$86,859	\$89,543	\$90,818	\$92,280
9	\$69,578	\$71,774	\$73,836	\$81,375	\$84,231	\$87,021	\$89,880	\$92,543	\$93,827	\$95,271
10	\$72,110	\$74,308	\$76,348	\$84,509	\$87,366	\$90,148	\$93,010	\$95,642	\$96,931	\$98,358
11	\$74,734	\$76,932	\$78,944	\$87,761	\$90,614	\$93,382	\$96,244	\$98,845	\$100,139	\$101,544
12	\$77,455	\$79,647	\$81,628	\$91,141	\$93,987	\$96,735	\$99,597	\$102,157	\$103,455	\$104,834
13	\$80,274	\$82,457	\$84,401	\$94,649	\$97,482	\$100,207	\$103,062	\$105,580	\$106,879	\$108,231
14	\$80,274	\$82,457	\$87,275	\$98,295	\$101,111	\$103,804	\$106,648	\$109,117	\$110,417	\$111,738
15	\$80,274	\$82,457	\$87,275	\$102,077	\$104,869	\$107,531	\$110,361	\$112,772	\$114,071	\$115,357
16	\$80,274	\$82,457	\$87,275	\$106,009	\$108,769	\$111,390	\$114,200	\$116,549	\$117,847	\$119,095
17	\$80,274	\$82,457	\$87,275	\$106,009	\$108,769	\$111,390	\$114,200	\$120,455	\$121,746	\$122,955
18	\$80,274	\$82,457	\$87,275	\$106,009	\$108,769	\$111,390	\$114,200	\$120,455	\$121,746	\$126,938
19	\$80,274	\$82,457	\$87,275	\$106,009	\$108,769	\$111,390	\$114,200	\$120,455	\$121,746	\$126,938
20	\$83,241	\$85,371	\$90,225	\$109,979	\$112,714	\$115,444	\$118,180	\$124,563	\$125,776	\$130,956
Differential for Guidance/Psychologist/Social Workers/Staff Development Center Coordinator/Instructional Specialist = \$7,816										

EXHIBIT D-3A

**WHITE PLAINS CITY SCHOOLS
Earning Schedule for Date Range: 07/01/10 - 01/31/11**

0% Increase

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD-LESS	PHD
1	\$52,269	\$54,379	\$56,508	\$60,150	\$62,890	\$65,628	\$68,362	\$71,097	\$72,308	\$73,823
2	\$54,173	\$56,301	\$58,429	\$62,467	\$65,229	\$67,984	\$70,741	\$73,480	\$74,701	\$76,212
3	\$56,144	\$58,287	\$60,416	\$64,871	\$67,657	\$70,424	\$73,203	\$75,940	\$77,172	\$78,683
4	\$58,187	\$60,344	\$62,470	\$67,370	\$70,170	\$72,950	\$75,753	\$78,485	\$79,729	\$81,231
5	\$60,304	\$62,476	\$64,593	\$69,963	\$72,782	\$75,572	\$78,389	\$81,113	\$82,365	\$83,862
6	\$62,499	\$64,680	\$66,791	\$72,656	\$75,490	\$78,284	\$81,117	\$83,832	\$85,092	\$86,579
7	\$64,774	\$66,965	\$69,061	\$75,453	\$78,297	\$81,095	\$83,939	\$86,641	\$87,910	\$89,384
8	\$67,134	\$69,328	\$71,409	\$78,358	\$81,211	\$84,006	\$86,859	\$89,543	\$90,818	\$92,280
9	\$69,578	\$71,774	\$73,836	\$81,375	\$84,231	\$87,021	\$89,880	\$92,543	\$93,827	\$95,271
10	\$72,110	\$74,308	\$76,348	\$84,509	\$87,366	\$90,148	\$93,010	\$95,642	\$96,931	\$98,358
11	\$74,734	\$76,932	\$78,944	\$87,761	\$90,614	\$93,382	\$96,244	\$98,845	\$100,139	\$101,544
12	\$77,455	\$79,647	\$81,628	\$91,141	\$93,987	\$96,735	\$99,597	\$102,157	\$103,455	\$104,834
13	\$80,274	\$82,457	\$84,401	\$94,649	\$97,482	\$100,207	\$103,062	\$105,580	\$106,879	\$108,231
14	\$80,274	\$82,457	\$87,275	\$98,295	\$101,111	\$103,804	\$106,648	\$109,117	\$110,417	\$111,738
15	\$80,274	\$82,457	\$87,275	\$102,077	\$104,869	\$107,531	\$110,361	\$112,772	\$114,071	\$115,357
16	\$80,274	\$82,457	\$87,275	\$106,009	\$108,769	\$111,390	\$114,200	\$116,549	\$117,847	\$119,095
17	\$80,274	\$82,457	\$87,275	\$106,009	\$108,769	\$111,390	\$114,200	\$120,455	\$121,746	\$122,955
18	\$80,274	\$82,457	\$87,275	\$106,009	\$108,769	\$111,390	\$114,200	\$120,455	\$121,746	\$126,938
19	\$80,274	\$82,457	\$87,275	\$106,009	\$108,769	\$111,390	\$114,200	\$120,455	\$121,746	\$126,938
20	\$83,241	\$85,371	\$90,225	\$109,979	\$112,714	\$115,444	\$118,180	\$124,563	\$125,776	\$130,956
Differential for Guidance/Psychologist/Social Workers/Staff Development Center Coordinator/Instructional Specialist = \$7,816										

EXHIBIT D-3B

WHITE PLAINS CITY SCHOOLS
Earning Schedule for Date Range: 02/01/11 - 06/30/11

2.5% Increase Effective 2/1/2011

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD-LESS	PHD
1	\$53,576	\$55,738	\$57,921	\$61,654	\$64,462	\$67,269	\$70,071	\$72,874	\$74,116	\$75,669
2	\$55,527	\$57,709	\$59,890	\$64,029	\$66,860	\$69,684	\$72,510	\$75,317	\$76,569	\$78,117
3	\$57,548	\$59,744	\$61,926	\$66,493	\$69,348	\$72,185	\$75,033	\$77,839	\$79,101	\$80,650
4	\$59,642	\$61,853	\$64,032	\$69,054	\$71,924	\$74,774	\$77,647	\$80,447	\$81,722	\$83,262
5	\$61,812	\$64,038	\$66,208	\$71,712	\$74,602	\$77,461	\$80,349	\$83,141	\$84,424	\$85,959
6	\$64,061	\$66,297	\$68,461	\$74,472	\$77,377	\$80,241	\$83,145	\$85,928	\$87,219	\$88,743
7	\$66,393	\$68,639	\$70,788	\$77,339	\$80,254	\$83,122	\$86,037	\$88,807	\$90,108	\$91,619
8	\$68,812	\$71,061	\$73,194	\$80,317	\$83,241	\$86,106	\$89,030	\$91,782	\$93,088	\$94,587
9	\$71,317	\$73,568	\$75,682	\$83,409	\$86,337	\$89,197	\$92,127	\$94,857	\$96,173	\$97,653
10	\$73,913	\$76,166	\$78,257	\$86,622	\$89,550	\$92,402	\$95,335	\$98,033	\$99,354	\$100,817
11	\$76,602	\$78,855	\$80,918	\$89,955	\$92,879	\$95,717	\$98,650	\$101,316	\$102,642	\$104,083
12	\$79,391	\$81,638	\$83,669	\$93,420	\$96,337	\$99,153	\$102,087	\$104,711	\$106,041	\$107,455
13	\$82,281	\$84,518	\$86,511	\$97,015	\$99,919	\$102,712	\$105,639	\$108,220	\$109,551	\$110,937
14	\$82,281	\$84,518	\$89,457	\$100,752	\$103,639	\$106,399	\$109,314	\$111,845	\$113,177	\$114,531
15	\$82,281	\$84,518	\$89,457	\$104,629	\$107,491	\$110,219	\$113,120	\$115,591	\$116,923	\$118,241
16	\$82,281	\$84,518	\$89,457	\$108,659	\$111,488	\$114,175	\$117,055	\$119,463	\$120,793	\$122,072
17	\$82,281	\$84,518	\$89,457	\$108,659	\$111,488	\$114,175	\$117,055	\$123,466	\$124,790	\$126,029
18	\$82,281	\$84,518	\$89,457	\$108,659	\$111,488	\$114,175	\$117,055	\$123,466	\$124,790	\$130,111
19	\$82,281	\$84,518	\$89,457	\$108,659	\$111,488	\$114,175	\$117,055	\$123,466	\$124,790	\$130,111
20	\$85,322	\$87,505	\$92,481	\$112,728	\$115,532	\$118,330	\$121,135	\$127,677	\$128,920	\$134,230
Differential for Guidance/Psychologist/Social Workers/Staff Development Center Coordinator/Instructional Specialist = \$8,011										

EXHIBIT D-4A

WHITE PLAINS CITY SCHOOLS
Earning Schedule for Date Range: 07/01/11 - 01/31/12

0% Increase

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD-LESS	PHD
1	\$53,576	\$55,738	\$57,921	\$61,654	\$64,462	\$67,269	\$70,071	\$72,874	\$74,116	\$75,669
2	\$55,527	\$57,709	\$59,890	\$64,029	\$66,860	\$69,684	\$72,510	\$75,317	\$76,569	\$78,117
3	\$57,548	\$59,744	\$61,926	\$66,493	\$69,348	\$72,185	\$75,033	\$77,839	\$79,101	\$80,650
4	\$59,642	\$61,853	\$64,032	\$69,054	\$71,924	\$74,774	\$77,647	\$80,447	\$81,722	\$83,262
5	\$61,812	\$64,038	\$66,208	\$71,712	\$74,602	\$77,461	\$80,349	\$83,141	\$84,424	\$85,959
6	\$64,061	\$66,297	\$68,461	\$74,472	\$77,377	\$80,241	\$83,145	\$85,928	\$87,219	\$88,743
7	\$66,393	\$68,639	\$70,788	\$77,339	\$80,254	\$83,122	\$86,037	\$88,807	\$90,108	\$91,619
8	\$68,812	\$71,061	\$73,194	\$80,317	\$83,241	\$86,106	\$89,030	\$91,782	\$93,088	\$94,587
9	\$71,317	\$73,568	\$75,682	\$83,409	\$86,337	\$89,197	\$92,127	\$94,857	\$96,173	\$97,653
10	\$73,913	\$76,166	\$78,257	\$86,622	\$89,550	\$92,402	\$95,335	\$98,033	\$99,354	\$100,817
11	\$76,602	\$78,855	\$80,918	\$89,955	\$92,879	\$95,717	\$98,650	\$101,316	\$102,642	\$104,083
12	\$79,391	\$81,638	\$83,669	\$93,420	\$96,337	\$99,153	\$102,087	\$104,711	\$106,041	\$107,455
13	\$82,281	\$84,518	\$86,511	\$97,015	\$99,919	\$102,712	\$105,639	\$108,220	\$109,551	\$110,937
14	\$82,281	\$84,518	\$89,457	\$100,752	\$103,639	\$106,399	\$109,314	\$111,845	\$113,177	\$114,531
15	\$82,281	\$84,518	\$89,457	\$104,629	\$107,491	\$110,219	\$113,120	\$115,591	\$116,923	\$118,241
16	\$82,281	\$84,518	\$89,457	\$108,659	\$111,488	\$114,175	\$117,055	\$119,463	\$120,793	\$122,072
17	\$82,281	\$84,518	\$89,457	\$108,659	\$111,488	\$114,175	\$117,055	\$123,466	\$124,790	\$126,029
18	\$82,281	\$84,518	\$89,457	\$108,659	\$111,488	\$114,175	\$117,055	\$123,466	\$124,790	\$130,111
19	\$82,281	\$84,518	\$89,457	\$108,659	\$111,488	\$114,175	\$117,055	\$123,466	\$124,790	\$130,111
20	\$85,322	\$87,505	\$92,481	\$112,728	\$115,532	\$118,330	\$121,135	\$127,677	\$128,920	\$134,230
Differential for Guidance/Psychologist/Social Workers/Staff Development Center Coordinator/Instructional Specialist = \$8,011										

EXHIBIT D-4B

**WHITE PLAINS CITY SCHOOLS
Earning Schedule for Date Range: 02/01/12 - 06/30/12**

2.25% Increase Effective 2/1/2012

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD- LESS	PHD
1	\$54,781	\$56,992	\$59,224	\$63,041	\$65,912	\$68,783	\$71,648	\$74,514	\$75,784	\$77,372
2	\$56,776	\$59,007	\$61,238	\$65,470	\$68,364	\$71,252	\$74,141	\$77,012	\$78,292	\$79,875
3	\$58,843	\$61,088	\$63,319	\$67,989	\$70,908	\$73,809	\$76,721	\$79,590	\$80,881	\$82,465
4	\$60,984	\$63,245	\$65,473	\$70,608	\$73,542	\$76,456	\$79,394	\$82,257	\$83,561	\$85,135
5	\$63,203	\$65,479	\$67,698	\$73,326	\$76,281	\$79,204	\$82,157	\$85,012	\$86,324	\$87,893
6	\$65,502	\$67,789	\$70,001	\$76,148	\$79,118	\$82,046	\$85,016	\$87,861	\$89,181	\$90,740
7	\$67,887	\$70,183	\$72,381	\$79,079	\$82,060	\$84,992	\$87,973	\$90,805	\$92,135	\$93,680
8	\$70,360	\$72,660	\$74,841	\$82,124	\$85,114	\$88,043	\$91,033	\$93,847	\$95,182	\$96,715
9	\$72,922	\$75,223	\$77,385	\$85,286	\$88,280	\$91,204	\$94,200	\$96,991	\$98,337	\$99,850
10	\$75,576	\$77,880	\$80,018	\$88,571	\$91,565	\$94,481	\$97,480	\$100,239	\$101,589	\$103,085
11	\$78,326	\$80,629	\$82,739	\$91,979	\$94,969	\$97,871	\$100,870	\$103,596	\$104,951	\$106,425
12	\$81,177	\$83,475	\$85,552	\$95,522	\$98,505	\$101,384	\$104,384	\$107,067	\$108,427	\$109,873
13	\$84,132	\$86,420	\$88,457	\$99,198	\$102,167	\$105,023	\$108,016	\$110,655	\$112,016	\$113,433
14	\$84,132	\$86,420	\$91,470	\$103,019	\$105,971	\$108,793	\$111,774	\$114,362	\$115,723	\$117,108
15	\$84,132	\$86,420	\$91,470	\$106,983	\$109,910	\$112,699	\$115,665	\$118,192	\$119,554	\$120,901
16	\$84,132	\$86,420	\$91,470	\$111,104	\$113,996	\$116,744	\$119,689	\$122,151	\$123,511	\$124,819
17	\$84,132	\$86,420	\$91,470	\$111,104	\$113,996	\$116,744	\$119,689	\$126,244	\$127,598	\$128,865
18	\$84,132	\$86,420	\$91,470	\$111,104	\$113,996	\$116,744	\$119,689	\$126,244	\$127,598	\$133,038
19	\$84,132	\$86,420	\$91,470	\$111,104	\$113,996	\$116,744	\$119,689	\$126,244	\$127,598	\$133,038
20	\$87,242	\$89,474	\$94,562	\$115,264	\$118,131	\$120,992	\$123,861	\$130,550	\$131,821	\$137,250
Differential for Guidance/Psychologist/Social Workers/Staff Development Center Coordinator/Instructional Specialist = \$8,191										

EXHIBIT E-1

HS SPORTS					
ACTIVITY	POSITION	2008-09	2009-10	2010-11	2011-12
Baseball					
	V	5725.35	5,839.86	5,912.85	6,053.19
(All Spring)	JV	4830.76	4,927.38	4,988.97	5,107.38
	Frosh	4651.85	4,744.88	4,804.19	4,918.22
	Mod	4651.84	4,744.88	4,804.19	4,918.22
Basketball:					
	Varsity (Men)	7603.98	7,756.06	7,853.01	8,039.40
(All Winter)	Varsity (Women)	7603.98	7,756.06	7,853.01	8,039.40
	JV (Men)	6262.10	6,387.34	6,467.19	6,620.68
	JV (Women)	6262.10	6,387.34	6,467.19	6,620.68
	Mod (Boys)	4472.93	4,562.39	4,619.42	4,729.06
	Mod (Girls)	4472.93	4,562.39	4,619.42	4,729.06
Cheerleading					
	V Chr Fall	3131.05	3,193.67	3,233.59	3,310.34
	V Chr Winter	3220.51	3,284.92	3,325.98	3,404.92
Cross Country					
(All Fall)	Varsity (Men)	5367.52	5,474.87	5,543.30	5,674.87
	Varsity (Women)	5367.52	5,474.87	5,543.30	5,674.87
	Modified	4651.85	4,744.88	4,804.19	4,918.22
Field Hockey					
	Varsity	5725.35	5,839.86	5,912.85	6,053.19
(All Fall)	JV	4830.76	4,927.38	4,988.97	5,107.38
	Modified	4651.85	4,744.88	4,804.19	4,918.22
Football					
	Varsity Head	9303.69	9,489.77	9,608.39	9,836.44
	Varsity Asst.	5367.52	5,474.87	5,543.30	5,674.87
	Varsity Asst.	7203.49	7,347.56	7,439.41	7,615.98
(All Fall)	Varsity Asst.	7203.49	7,347.56	7,439.41	7,615.98
	JV Head	5367.52	5,474.87	5,543.30	5,674.87
	JV Asst.	4472.93	4,562.39	4,619.42	4,729.06
	Frosh/Mod Head	4472.93	4,562.39	4,619.42	4,729.06
	Frosh/ModA Asst.	4294.01	4,379.89	4,434.64	4,539.90
	Co-Head Mod	4472.93	4,562.39	4,619.42	4,729.06
	Co-Head Mod	4472.93	4,562.39	4,619.42	4,729.06
Golf					
(Spring)	Varsity	3936.18	4,014.90	4,065.09	4,161.57
Hockey					
(All Winter)	Varsity	7603.98	7,756.06	7,853.01	8,039.40
	JV/Modified	6262.10	6,387.34	6,467.19	6,620.68
Lacrosse					
	Varsity - Women	5725.35	5,839.86	5,912.85	6,053.19
(All Spring)	Varsity - Men	5725.35	5,839.86	5,912.85	6,053.19
	JV - Men	4830.76	4,927.38	4,988.97	5,107.38
	JV -Women	4830.76	4,927.38	4,988.97	5,107.38
	Modified (Boys)	4651.85	4,744.88	4,804.19	4,918.22
	Modified (Girls)	4651.85	4,744.88	4,804.19	4,918.22

EXHIBIT E-1

HS SPORTS					
ACTIVITY	POSITION	2008-09	2009-10	2010-11	2011-12
Soccer					
(Fall)	Varsity (Men)	5725.35	5839.86	5912.85	6053.19
(Fall)	Varsity (Women)	5725.35	5839.86	5912.85	6053.19
(Fall)	JV (Men)	4830.76	4927.38	4988.97	5107.38
(Fall)	JV (Women)	4830.76	4927.38	4988.97	5107.38
(Fall)	Modified Boys	4651.84	4744.88	4804.19	4918.22
(Fall)	Modified Girls	4294.02	4744.88	4804.19	4918.22
Softball					
	Varsity	5725.35	5839.86	5912.85	6053.19
(All Spring)	JV	4830.76	4927.38	4988.97	5107.38
	Modified	4651.85	4744.88	4804.19	4918.22
Swimming					
(Winter)	Varsity Men	7603.98	7756.06	7853.01	8039.40
(Fall)	Varsity Women	6262.10	6387.34	6467.19	6620.68
(Winter)	Modified Men	4830.76	4927.38	4988.97	5107.38
(Fall)	Modified Women	4651.85	4744.88	4804.19	4918.22
Tennis					
(Fall)	Varsity (Women)	4651.85	4744.88	4804.19	4918.22
(Spring)	Varsity (Men)	4651.85	4744.88	4804.19	4918.22
(Fall)	JV (Women)	3936.18	4014.90	4065.09	4161.57
(Spring)	JV (Men)	3936.18	4014.90	4065.09	4161.57
Track & Field					
(Winter)	Indoor (Men)	7603.98	7756.06	7853.01	8039.40
(Winter)	Indoor (Women)	7603.98	7756.06	7853.01	8039.40
(Winter)	Indoor Asst.	6262.10	6387.34	6467.19	6620.68
(Spring)	Outdoor Women Asst.	6262.10	6387.34	6467.19	6620.68
(Spring)	Outdoor Women	7603.98	7756.06	7853.01	8039.40
(Spring)	Outdoor Men	7603.98	7756.06	7853.01	8039.40
(Spring)	Outdoor Asst.	6262.10	6387.34	6467.19	6620.68
(Spring)	Mod Outdoor	4651.85	4744.88	4804.19	4918.22
Volleyball					
	Varsity	5725.35	5839.86	5912.85	6053.19
(All Fall)	JV	4830.76	4927.38	4988.97	5107.38
	Modified	4651.85	4744.88	4804.19	4918.22
Wrestling					
	Varsity	7603.98	7756.06	7853.01	8039.40
(All Winter)	JV	6262.10	6387.34	6467.19	6620.68
	Modified	4651.85	4744.88	4804.19	4918.22
Fitness center					
	Winter	5253.00	5358.06	5425.04	5553.80

	Spring	3992.28	4072.13	4123.03	4220.89
	Fall	2626.50	2679.03	2712.52	2776.90
Special Olympics		6262.10	6387.34	6467.19	6620.68
After School Coordinator					
	Fall	5582.47	5694.12	5765.29	6198.33
	Spring	5582.47	5694.12	5765.29	6198.33
	Winter	6422.95	6551.41	6633.30	6198.33

* The extra-curricular and co-curricular activities run by the District from year to year vary in accordance with the recommendations of the Extra-Curricular and Co-Curricular Activities Committee,

EXHIBIT E-2

HIGH SCHOOL CLUBS

Activity	Level	2008-09	2009-10	2010-11	2011-12
Academic Challenge	3	4,355.79	4,442.90	4,498.44	4,605.21
Advocates For Earth	1	1,451.93	1,480.97	1,499.48	1,535.07
Art Honor Society	2	2,903.86	2,961.94	2,998.96	3,070.14
Asian Club	1	1,451.93	1,480.97	1,499.48	1,535.07
Black Awareness	3	4,355.79	4,442.90	4,498.44	4,605.21
French	2	2,903.86	2,961.94	2,998.96	3,070.14
Freshman Advisor	2	2,903.86	2,961.94	2,998.96	3,070.14
German	1	1,451.93	1,480.97	1,499.48	1,535.07
GO	4	5,807.72	5,923.87	5,997.92	6,140.28
GSA	1	1,451.93	1,480.97	1,499.48	1,535.07
Human Rights	1	1,451.93	1,480.97	1,499.48	1,535.07
Italian Club	2	2,903.86	2,961.94	2,998.96	3,070.14
Jazz Band	2	2,903.86	2,961.94	2,998.96	3,070.14
Jiggy	2	2,903.86	2,961.94	2,998.96	3,070.14
Jets	1	1,451.93	1,480.97	1,499.48	1,535.07
Junior Advisor	3	4,355.79	4,442.90	4,498.44	4,605.21
Key	3	4,355.79	4,442.90	4,498.44	4,605.21
Latin Club	2	2,903.86	2,961.94	2,998.96	3,070.14
Latino Coalition	3	4,355.79	4,442.90	4,498.44	4,605.21
Marching Band	4	5,807.72	5,923.87	5,997.92	6,140.28
Marching Band Assistant	1	1,451.93	1,480.97	1,499.48	1,535.07
Math Team	2	2,903.86	2,961.94	2,998.96	3,070.14
Midnight Run	3	4,355.79	4,442.90	4,498.44	4,605.21
National Honor Society	2	2,903.86	2,961.94	2,998.96	3,070.14
Oracle	4	5,807.72	5,923.87	5,997.92	6,140.28
Oracle Assistant	2	2,903.86	2,961.94	2,998.96	3,070.14
Orange	4	5,807.72	5,923.87	5,997.92	6,140.28
Orange - Assistant	3	4,355.79	4,442.90	4,498.44	4,605.21
Orchestra/Honor Strings	3	4,355.79	4,442.90	4,498.44	4,605.21
Roar	3	4,355.79	4,442.90	4,498.44	4,605.21
Seed	2	2,903.86	2,961.94	2,998.96	3,070.14
Senior Advisor	4	5,807.72	5,923.87	5,997.92	6,140.28
Songwriters	3	4,355.79	4,442.90	4,498.44	4,605.21
Sophomore Advisor	2	2,903.86	2,961.94	2,998.96	3,070.14
Spanish	2	2,903.86	2,961.94	2,998.96	3,070.14
Stars	1	1,451.93	1,480.97	1,499.48	1,535.07
Theater		28,855.41	29,432.52	27,406.35	28,407.54
Orchestra Spring Musical					
Club Advisor					

Director Fall Play					
Director Winter Play					
Musical Stage & Vocal Director					
Musical Asst. Dir/Stage Manager					
Technical Assistant					
Director Spring Play					
Technical Dir. Musical & Spring Play					
Director One Acts					
Vocal Director/Vocal Ensemble	2	2,903.86	2,961.94	2,998.96	3,070.14

* The extra-curricular and co-curricular activities run by the District from year to year vary in accordance with the recommendations of the Extra-Curricular and Co-Curricular Activities Committee.

EXHIBIT E-3

MIDDLE SCHOOL CLUBS

MIDDLE SCHOOL CO-CURRICULUR	LEVEL	2008-09	2009-10	2010-11	2011-12
Animal Lovers	1	1451.93	1,480.97	1,499.48	1,535.07
Art Club	1	1451.93	1,480.97	1,499.48	1,535.07
Boys 7-8 Grade Intramural Basketball	1	1451.93	1,480.97	1,499.48	1,535.07
Boys 6 Grade Intramural Basketball	1	1451.93	1,480.97	1,499.48	1,535.07
Boy's Soccer	1	1451.93	1,480.97	1,499.48	1,535.07
Co Ed Volleyball	1	1451.93	1,480.97	1,499.48	1,535.07
Community Service	1	1451.93	1,480.97	1,499.48	1,535.07
Cooking/Crafts	1	1451.93	1,480.97	1,499.48	1,535.07
Courier Paper	4	5807.72	5,923.87	5,997.92	6,140.28
Dance Club	1	1451.93	1,480.97	1,499.48	1,535.07
EV International	1	1451.93	1,480.97	1,499.48	1,535.07
Video	1	1451.93	1,480.97	1,499.48	1,535.07
Flag Football 6th,7th & 8th	1	1451.93	1,480.97	1,499.48	1,535.07
Floor Hockey 6th, 7th & 8th	1	1451.93	1,480.97	1,499.48	1,535.07
Girls Basketball Middle	1	1451.93	1,480.97	1,499.48	1,535.07
Int. G. Soccer	1	1451.93	1,480.97	1,499.48	1,535.07
Interscholastic Cheerleading(Modified)	1	1451.93	1,480.97	1,499.48	1,535.07
Jazz Band	2	2903.86	2,961.94	2,998.96	3,070.14
Kick Boxing	1	1451.93	1,480.97	1,499.48	1,535.07
Lacrosse Intra	1	1451.93	1,480.97	1,499.48	1,535.07
Math Club	2	2903.86	2,961.94	2,998.96	3,070.14
M.S. Yearbook (.4 Eastview & .6 Highlands)	4	5807.72	5,923.87	5,997.92	6,140.28
Musical Play (Highlands)		9856.73	10,053.86	9,371.70	9,714.06
Set Crew					
Director/Co-Director					
Make-Up					
Stage Crew Director					
NJHS	1	1451.93	1,480.97	1,499.48	1,535.07
S.O. (EV & Highlands)	4	5807.72	5,923.87	5,997.92	6,140.28
Step	1	1451.93	1,480.97	1,499.48	1,535.07
Talent Show (.4 Eastview & .6 Highlands)	1	1451.93	1,480.97	1,499.48	1,535.07
Wrestling 6th	1	1451.93	1,480.97	1,499.48	1,535.07

* The extra-curricular and co-curricular activities run by the District from year to year vary in accordance with the recommendations of the Extra-Curricular and Co-Curricular Activities Committee,

EXHIBIT F-1

**White Plains City School District
White Plains, New York
2008/09 Summer School Salary Schedule**

2.00%

12 Hours per Week		16 Hours per Week		20 Hours per Week		22.5 Hours per Week	
BA		BA		BA		BA	
Step		Step		Step		Step	
1	\$4,273	1	\$5,697	1	\$7,122	1	\$8,012
2	\$4,347	2	\$5,796	2	\$7,245	2	\$8,150
3	\$4,420	3	\$5,892	3	\$7,365	3	\$8,287
4	\$4,490	4	\$5,987	4	\$7,484	4	\$8,419
5	\$4,535	5	\$6,090	5	\$7,614	5	\$8,565
BA + 30		BA + 30		BA + 30		BA + 30	
Step		Step		Step		Step	
1	\$4,420	1	\$5,892	1	\$7,365	1	\$8,287
2	\$4,490	2	\$5,987	2	\$7,484	2	\$8,419
3	\$4,567	3	\$6,090	3	\$7,614	3	\$8,565
4	\$4,629	4	\$6,173	4	\$7,716	4	\$8,680
5	\$4,691	5	\$6,254	5	\$7,817	5	\$8,795
6	\$4,781	6	\$6,375	6	\$7,969	6	\$8,965
M		MA		MA		MA	
Step		Step		Step		Step	
1	\$4,567	1	\$6,090	1	\$7,614	1	\$8,565
2	\$4,640	2	\$6,187	2	\$7,734	2	\$8,701
3	\$4,704	3	\$6,272	3	\$7,841	3	\$8,821
4	\$4,781	4	\$6,375	4	\$7,969	4	\$8,965
5	\$4,858	5	\$6,477	5	\$8,096	5	\$9,108
6	\$4,933	6	\$6,578	6	\$8,222	6	\$9,249
7	\$4,999	7	\$6,666	7	\$8,334	7	\$9,375

Schedule is based on 6 weeks of summer school.							
Hours	72		96		120		135

EXHIBIT F-2

**White Plains City School District
White Plains, New York
2009/10 Summer School Salary Schedule**

2.00%

12 Hours per Week		16 Hours per Week		20 Hours per Week		22.5 Hours per Week	
BA		BA		BA		BA	
Step		Step		Step		Step	
1	\$4,358	1	\$5,811	1	\$7,264	1	\$8,172
2	\$4,434	2	\$5,912	2	\$7,390	2	\$8,313
3	\$4,509	3	\$6,010	3	\$7,512	3	\$8,452
4	\$4,580	4	\$6,107	4	\$7,633	4	\$8,588
5	\$4,625	5	\$6,211	5	\$7,766	5	\$8,737
BA + 30		BA + 30		BA + 30		BA + 30	
Step		Step		Step		Step	
1	\$4,509	1	\$6,010	1	\$7,512	1	\$8,452
2	\$4,580	2	\$6,107	2	\$7,633	2	\$8,588
3	\$4,659	3	\$6,211	3	\$7,766	3	\$8,737
4	\$4,721	4	\$6,296	4	\$7,870	4	\$8,854
5	\$4,784	5	\$6,379	5	\$7,974	5	\$8,971
6	\$4,877	6	\$6,503	6	\$8,128	6	\$9,144
MA		MA		MA		MA	
Step		Step		Step		Step	
1	\$4,659	1	\$6,211	1	\$7,766	1	\$8,737
2	\$4,733	2	\$6,311	2	\$7,889	2	\$8,875
3	\$4,798	3	\$6,398	3	\$7,998	3	\$8,998
4	\$4,877	4	\$6,503	4	\$8,128	4	\$9,144
5	\$4,955	5	\$6,606	5	\$8,258	5	\$9,290
6	\$5,032	6	\$6,710	6	\$8,387	6	\$9,434
7	\$5,099	7	\$6,800	7	\$8,500	7	\$9,563

Schedule is based on 6 weeks of summer school.							
Hours	72		96		120		135

EXHIBIT F-3

**White Plains City School District
White Plains, New York
2010/11 Summer School Salary Schedule**

0% effective 7/1/2010 2.5% effective 2/1/2011 (1.25% for summer 2010)

12 Hours per Week		16 Hours per Week		20 Hours per Week		22.5 Hours per Week	
BA		BA		BA		BA	
Step		Step		Step		Step	
1	\$4,413	1	\$5,884	1	\$7,355	1	\$8,274
2	\$4,489	2	\$5,986	2	\$7,482	2	\$8,417
3	\$4,565	3	\$6,085	3	\$7,606	3	\$8,558
4	\$4,637	4	\$6,183	4	\$7,729	4	\$8,695
5	\$4,683	5	\$6,289	5	\$7,863	5	\$8,846
BA + 30		BA + 30		BA + 30		BA + 30	
Step		Step		Step		Step	
1	\$4,565	1	\$6,085	1	\$7,606	1	\$8,558
2	\$4,637	2	\$6,183	2	\$7,729	2	\$8,695
3	\$4,717	3	\$6,289	3	\$7,863	3	\$8,846
4	\$4,780	4	\$6,375	4	\$7,968	4	\$8,965
5	\$4,844	5	\$6,459	5	\$8,073	5	\$9,083
6	\$4,938	6	\$6,584	6	\$8,230	6	\$9,258
MA		MA		MA		MA	
Step		Step		Step		Step	
1	\$4,717	1	\$6,289	1	\$7,863	1	\$8,846
2	\$4,792	2	\$6,390	2	\$7,987	2	\$8,986
3	\$4,858	3	\$6,478	3	\$8,098	3	\$9,110
4	\$4,938	4	\$6,584	4	\$8,230	4	\$9,258
5	\$5,017	5	\$6,689	5	\$8,361	5	\$9,406
6	\$5,095	6	\$6,794	6	\$8,492	6	\$9,552
7	\$5,163	7	\$6,885	7	\$8,607	7	\$9,682

Schedule is based on 6 weeks of summer school.							
Hours	72		96		120		135

EXHIBIT F-4

**White Plains City School District
White Plains, New York
2010/11 Summer School Salary Schedule**

1.25% increase effective 6/30/11

12 Hours per Week		16 Hours per Week		20 Hours per Week		22.5 Hours per Week	
BA		BA		BA		BA	
Step		Step		Step		Step	
1	\$4,467	1	\$5,957	1	\$7,446	1	\$8,376
2	\$4,545	2	\$6,059	2	\$7,574	2	\$8,521
3	\$4,622	3	\$6,160	3	\$7,700	3	\$8,664
4	\$4,695	4	\$6,259	4	\$7,824	4	\$8,802
5	\$4,741	5	\$6,367	5	\$7,960	5	\$8,955
BA + 30		BA + 30		BA + 30		BA + 30	
Step		Step		Step		Step	
1	\$4,622	1	\$6,160	1	\$7,662	1	\$8,621
2	\$4,695	2	\$6,259	2	\$7,786	2	\$8,759
3	\$4,775	3	\$6,367	3	\$7,921	3	\$8,911
4	\$4,840	4	\$6,453	4	\$8,027	4	\$9,031
5	\$4,904	5	\$6,539	5	\$8,133	5	\$9,150
6	\$4,999	6	\$6,665	6	\$8,291	6	\$9,327
MA		MA		MA		MA	
Step		Step		Step		Step	
1	\$4,775	1	\$6,367	1	\$7,960	1	\$8,955
2	\$4,851	2	\$6,469	2	\$8,086	2	\$9,097
3	\$4,918	3	\$6,558	3	\$8,198	3	\$9,222
4	\$4,999	4	\$6,665	4	\$8,331	4	\$9,373
5	\$5,079	5	\$6,771	5	\$8,464	5	\$9,522
6	\$5,158	6	\$6,877	6	\$8,597	6	\$9,670
7	\$5,227	7	\$6,970	7	\$8,713	7	\$9,802

Schedule is based on 6 weeks of summer school.							
Hours	72		96		120		135

EXHIBIT F-5

**White Plains City School District
White Plains, New York
2011/12 Summer School Salary Schedule**

0% effective 7/1/2011 2.25% effective 2/1/2011 (1.125% for summer 2011)

12 Hours per Week		16 Hours per Week		20 Hours per Week		22.5 Hours per Week	
BA		BA		BA		BA	
Step		Step		Step		Step	
1	\$4,523	1	\$6,031	1	\$7,539	1	\$8,481
2	\$4,601	2	\$6,135	2	\$7,669	2	\$8,628
3	\$4,679	3	\$6,237	3	\$7,796	3	\$8,772
4	\$4,753	4	\$6,338	4	\$7,922	4	\$8,912
5	\$4,800	5	\$6,446	5	\$8,060	5	\$9,067
BA + 30		BA + 30		BA + 30		BA + 30	
Step		Step		Step		Step	
1	\$4,679	1	\$6,237	1	\$7,758	1	\$8,729
2	\$4,753	2	\$6,338	2	\$7,883	2	\$8,869
3	\$4,835	3	\$6,446	3	\$8,020	3	\$9,023
4	\$4,900	4	\$6,534	4	\$8,128	4	\$9,144
5	\$4,965	5	\$6,621	5	\$8,235	5	\$9,265
6	\$5,061	6	\$6,748	6	\$8,394	6	\$9,444
MA		MA		MA		MA	
Step		Step		Step		Step	
1	\$4,835	1	\$6,446	1	\$8,060	1	\$9,067
2	\$4,912	2	\$6,550	2	\$8,187	2	\$9,210
3	\$4,980	3	\$6,639	3	\$8,300	3	\$9,338
4	\$5,061	4	\$6,748	4	\$8,435	4	\$9,490
5	\$5,142	5	\$6,856	5	\$8,570	5	\$9,641
6	\$5,222	6	\$6,963	6	\$8,704	6	\$9,791
7	\$5,292	7	\$7,057	7	\$8,822	7	\$9,924

Schedule is based on 6 weeks of summer school.							
Hours	72		96		120		135

EXHIBIT F-6

**White Plains City School District
White Plains, New York
2011/12 Summer School Salary Schedule**

1.125% increase effective 6/30/11

12 Hours per Week		16 Hours per Week		20 Hours per Week		22.5 Hours per Week	
BA		BA		BA		BA	
Step		Step		Step		Step	
1	\$4,568	1	\$6,091	1	\$7,613	1	\$8,565
2	\$4,647	2	\$6,196	2	\$7,745	2	\$8,713
3	\$4,726	3	\$6,299	3	\$7,873	3	\$8,859
4	\$4,800	4	\$6,400	4	\$8,000	4	\$9,000
5	\$4,848	5	\$6,510	5	\$8,139	5	\$9,157
BA + 30		BA + 30		BA + 30		BA + 30	
Step		Step		Step		Step	
1	\$4,726	1	\$6,299	1	\$7,835	1	\$8,815
2	\$4,800	2	\$6,400	2	\$7,961	2	\$8,956
3	\$4,883	3	\$6,510	3	\$8,100	3	\$9,112
4	\$4,948	4	\$6,599	4	\$8,208	4	\$9,234
5	\$5,014	5	\$6,686	5	\$8,316	5	\$9,356
6	\$5,111	6	\$6,815	6	\$8,477	6	\$9,537
MA		MA		MA		MA	
Step		Step		Step		Step	
1	\$4,883	1	\$6,510	1	\$8,139	1	\$9,157
2	\$4,961	2	\$6,614	2	\$8,268	2	\$9,301
3	\$5,029	3	\$6,705	3	\$8,382	3	\$9,430
4	\$5,111	4	\$6,815	4	\$8,519	4	\$9,584
5	\$5,193	5	\$6,924	5	\$8,655	5	\$9,737
6	\$5,274	6	\$7,032	6	\$8,790	6	\$9,888
7	\$5,344	7	\$7,126	7	\$8,909	7	\$10,022

Schedule is based on 6 weeks of summer school.							
Hours	72		96		120		135