

MEMORANDUM OF AGREEMENT

PORT JERVIS CITY SCHOOL DISTRICT

And

PORT JERVIS TEACHERS' ASSOCIATION

It is hereby agreed by and between Port Jervis City School District (hereinafter "District") and the Port Jervis Teachers' Association (hereinafter "PJTA") that the collective bargaining agreement that expired on June 30, 2016 shall be extended for a period of four (4) years. The predecessor contract shall remain unchanged except as modified by this Memorandum of Agreement.

1. Page 3, Article X (Beginning and End of the School Year, Professional Duties and Work Day Defined). Add the following language after the second paragraph:

Sixth Class Assignments - Effective July 1, 2017,

- (a) teachers who instruct a sixth class;
- (b) High School Coordinators for English, Social Studies, Math, Science, Special Education and Foreign Language who instruct a fifth period; and
- (c) The PJTA President (if a secondary teacher) if he/she instructs a fifth period:

shall receive additional annual compensation of \$5,000 for a full year class, \$2,500 for a half year class. Two classes of science laboratory instruction shall be considered a single period of classroom instruction. One full year science laboratory instruction shall be considered a half year class. The amount will be prorated if the course starts later in the school year or if not a full credit course. If a unit member assumes or is assigned such sixth instructional period, there will be no scheduled supervisory duty.

Volunteers shall be solicited before any assignment is made by the District. Unless mutually agreed upon by the PJTA and the District, to be eligible to volunteer for a sixth period assignment (or fifth period for the above enumerated High School Coordinators or PJTA President if a secondary teacher): (a) the assignment must be in the unit member's area of certification area unless he or she is deemed highly qualified as per No Child Left Behind; and (b) the unit member must not be on probation or on a Teacher Improvement Plan. If there are multiple qualified volunteers, the selection of the volunteer(s) shall be at the Superintendent's sole discretion taking into consideration the teacher's availability, area of certification, seniority and employment history. All factors being relatively equal, seniority shall be the determining factor.

2. Page 4, Article XI (Salary Schedule), Section A -- Modify the paragraph to provide that:
 - a. Effective July 1, 2016 -- Each step of the salary schedule will be increased by 1.25%.

- b. Effective July 1, 2017 – Each step of the salary schedule will be increased by 1.25%.
- c. Effective July 1, 2018 – Each step of the salary schedule will be increased by 1.50%.
- d. Effective July 1, 2019 – Each step of the salary schedule will be increased by 1.75%.
- e. Effective July 1, 2017 – Prior to the application of the across the board wage increase, the salary schedule shall be restructured to a twenty step schedule with modifications to the value of the increments at steps 16 and above. The restructured salary schedule is annexed hereto as Appendices B-1 and B-2.
- f. Effective July 1, 2016 – “Schedules B-3 through B-5, and B-7 reflect increases by the agreed upon increases to the salary schedule (2016-2017 1.25%; 2017-2018 1.25%; 2018-2019 1.50%; and 2019-2020 1.75%). There shall be no increase to the master’s degree stipend, doctorate degree stipend or tenure stipend for the duration of the contract. Effective July 1, 2016, increase the per credit graduate rate of compensation from \$46.00 per credit to \$48.00 per credit for graduate credits awarded after July 1, 2016.”

Schedule B-6 (Curriculum Salaries) shall be increased per the Appendix attached hereto.

3. Page 6, Article XI (Salary Schedule), Section B –

In each year of the contract, the longevity payment shall be increased by the across the board wage increase.

4. Page 6, Article XII (Health Insurance), Section A – Modify the paragraph to provide for the following District rates of premium contributions:

- a. Effective July 1, 2016 – 88% individual coverage; 88% two-person or family coverage (no change).
- b. Effective July 1, 2017 – 88% individual coverage; 88% two-person or family coverage (no change).
- c. Effective July 1, 2018 – 87% individual coverage; 87% two-person or family coverage.
- d. Effective July 1, 2019 – 87% individual coverage; 87% two-person or family coverage (no change).

5. Page 7, Article XII (Health Insurance) Section D – Replace the first paragraph with the following:

“The Port Jervis City School District will make annual contributions, during the terms of this agreement, to the PJTA Benefit Fund in the amount of \$1,175 per person based upon the number of unit members on “BEDS’ day for that year for contract year 2016-2017; \$1,200 per person based upon the number of unit members on “BEDS” day for the contract years 2017-2018 and 2018-2019; and \$1,225 per person based upon the number

of unit members on "BEDS" day for the contract year 2019-2020, and each year thereafter."

6. Page 8, Article XII (Health Insurance), Section H – Add the following:

"For employees hired on or after ratification of this Memorandum of Agreement only: In the event of the retiree's death, his or her dependent(s) shall be entitled to health insurance coverage. If retiree dies, dependent(s) can maintain the plan at 50% of the cost of the premiums."

7. Page 11, Article XIV (Sick Leave and Bereavement Policy)

In the section entitled "Accumulated Sick Days," add a provision in subsection (A) which states as follows: "Sick leave accumulation shall be capped at 350 days, except that unit members who have in excess of 350 accumulated sick leave days as of the date of the ratification of this Agreement shall not forfeit accumulated days in excess of 350 that were accrued prior to the date of ratification."

8. Page 11, Article XIV (Sick Leave and Bereavement Policy)

In the section entitled "Accumulated Sick Days," replace subsection (B) with the following:

For unit members who retire within five years of the date of ratification the amount of $1/400^{\text{th}}$ of the salary of the staff member for his/her final year of service for each day of unused sick leave which he/she has accumulated at the end of the year in which he/she retires. For example, a teacher with 200 days of accumulated sick leave, receiving a salary of \$60,000 in the final year of his or her service would receive an additional payment equivalent to $\frac{1}{2}$ of his or her final year's salary, computed as follows: \$60,000.00 divided by 400 equals \$150.00 per day x 200 days equals \$30,000.

For unit members who retire on or after the five year anniversary date of ratification, the following tiered system, in which the level of payout is based on the number of accumulated sick leave days at date of retirement, will be in effect:

If unit member has 50 days or less of unused sick leave, then no payout.

If unit member has 51-100 days of unused sick leave, then payout for all days at $1/500^{\text{th}}$ of the salary of the staff member for his or her final year of service.

If unit member has 101-225 days of unused sick leave, then payout for all days at $1/400^{\text{th}}$ of the salary of the staff member for his or her final year of service.

9. Page 11, Article XIV (Sick Leave and Bereavement Policy)

Effective July 1, 2017, in the section titled "Accumulated Sick Days," change the notification date in subsection (C) from March 15th to February 1st.

10. Page 11, Article XIV (Sick Leave and Bereavement Policy)

In the section titled "Accumulated Sick Days," add the following to the end of subsection (D):

"Effective March 1, 2017, the payout of unused sick leave under this clause shall be made as an employer contribution into a 403(B). Should the payment exceed the maximum allowable amount that can be made as an employer contribution into a 403(B), the balance shall be deposited into a 457 plan on behalf of the employee provided it is permissible under IRS rules and regulations. The parties agree to execute the necessary documents for compliance with the IRS code to effectuate this clause."

11. Page 15, Article XIX (School Calendar) – Add new provision which states as follows:

"Any unit member who attends a conference (for e.g., SUPA training or SUNY training) during the summer or during any school vacation when school is not in session, at the request of the District shall be paid \$225 for each day in attendance at the conference. Unit members who attend a summer conference without being asked to do so by the District shall not be eligible for the payment."

12. Page 16, Article XXII (Parent Teacher Conferences)

(A) Revise first sentence as follows: "Grades K-6 will have one-half day sessions prior to ~~November 20~~ Thanksgiving of the school year for the purpose of holding parent-teacher conferences in the afternoon.

(B) Add: "A teacher desiring a change in grade level, subject or building assignment, must submit a letter of request to the Superintendent by May 1st and will be notified by May 31st whether the request was granted or denied."

13. Page 19, Article XXVI (Association Rights and Privileges) – Revise first sentence of second paragraph as follows:

"The District shall forward to the President of the Association electronic copies of all (1) proposed policies presented to the Port Jervis Board of Education prior to the first and second reading of such policies; and (2) policies approved by the Board."

14. Page 26, Article XLIII (Family Medical Leave Act) – Replace with the following:

"The District's decision to designate leave as FMLA-qualifying must be based only on information received from the employee or the employee's spokesperson (e.g., if the employee is incapacitated, the employee's spouse, adult child, parent, doctor, etc., may provide notice to the employer of the need to take FMLA leave). In any circumstance where the employer does not have sufficient information about the reason for an employee's use of leave, the employer should inquire further of the employee or

the spokesperson to ascertain whether leave is potentially FMLA-qualifying. Once the employer has acquired knowledge that the leave is being taken for a FMLA-qualifying reason, the employer must notify the employee as provided for in FMLA regulations.

The District may retroactively designate leave as FMLA leave with appropriate notice to the employee provided that the District's failure to timely designate leave does not cause harm or injury to the employee. In all cases where leave would qualify for FMLA protections, the District and employee can mutually agree that leave be retroactively designated as FMLA leave."

15. Page 45, Appendix B-6, Curricular Salaries

Add Math K-6 under Elementary Coordinator at same stipend as Reading K-6.

16. Page 37, Appendix B, Salary Agreement and Salary Schedules – As a new section D, add the following:

"If a new club/extra-curricular activity is initiated by a PJTA member, then the member will not receive any compensation for the first year that the club/extra-curricular activity is in existence. At the end of the first year, the parties will evaluate the viability of the new club/extra-curricular activity and if the District decides to continue the club/extra-curricular activity beyond the first year of existence, the parties will negotiate the compensation for the new club/extra-curricular activity. This provision does not apply when it is the District that initiates a new club/extra-curricular activity. If the District initiates the new club/extracurricular activity, the parties will negotiate compensation for the new club/extracurricular activity."

17. Page 47, Appendix B-7, Extra-curricular Activities Salaries

Add the following titles: Drama Club: High School, Middle School, ASK and HBE

Any Side Letters of Agreement that have not sunsetted shall be incorporated into the successor contract, including the MOA regarding pro-rating health insurance buyout based on a unit member's start date.

The Agreement shall be subject to ratification of the PJTA membership and the approval of the Port Jervis City School District Board of Education.

Dated: 2-24/17

FOR THE PORT JERVIS
TEACHER'S ASSOCIATION

Dora Cassara
Clarice Wilson

FOR THE PORT JERVIS
CITY SCHOOL DISTRICT

Thomas M. Benz

DSJ
Cassie Sarbello

Valeri Ann Riccardi

Keith J. Kolb
Craig D. Shi

Port Jervis City School District

B-1

STEP	16/17	17/18	18/19	19/20
1	54,201	54,879	55,702	56,677
2	55,631	56,326	57,171	58,172
3	57,061	57,775	58,641	59,668
4	59,324	60,066	60,967	62,034
5	60,498	61,254	62,173	63,261
6	62,495	63,276	64,225	65,349
7	64,489	65,295	66,275	67,435
8	66,766	67,601	68,615	69,816
9	69,048	69,912	70,960	72,202
10	71,895	72,793	73,885	75,178
11	74,744	75,678	76,813	78,157
12	76,736	77,696	78,861	80,241
13	79,584	80,578	81,787	83,218
14	81,579	82,599	83,838	85,305
15	84,329	85,383	86,664	88,181
16	84,698	87,091	88,397	89,944
17	87,393	89,068	90,404	91,986
18	90,089	92,452	93,839	95,481
19	98,082	96,151	97,593	99,301
20	98,082	99,308	100,797	102,561

Port Jervis City School District

B-2

STEP	16/17	17/18	18/19	19/20
1	58,300	59,028	59,914	60,962
2	59,729	60,476	61,383	62,457
3	61,161	61,926	62,854	63,954
4	63,424	64,217	65,180	66,321
5	64,598	65,405	66,386	67,548
6	66,593	67,426	68,437	69,635
7	68,589	69,446	70,488	71,721
8	70,866	71,752	72,828	74,102
9	73,147	74,061	75,172	76,488
10	75,994	76,944	78,098	79,465
11	78,841	79,827	81,024	82,442
12	80,835	81,845	83,073	84,527
13	83,682	84,728	85,999	87,504
14	85,679	86,750	88,051	89,592
15	88,427	89,532	90,875	92,465
16	88,796	91,323	92,693	94,315
17	91,492	93,368	94,769	96,427
18	94,187	96,589	98,038	99,754
19	102,180	100,083	101,584	103,362
20	102,180	103,458	105,009	106,847

**Port Jervis CSD
Curriculum Salaries**

Position	2016-2017 Stipend	2017-2018 (1.25%)	2018-2019 (1.5%)	2019-2020 (1.75%)
Elementary Coordinators	\$2,818	\$2,853	\$2,896	\$2,947
K-3 Testing/4-6 Testing	\$1,456	\$1,474	\$1,496	\$1,522
Curriculum Grades 7-8	\$1,660	\$1,681	\$1,706	\$1,736

