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Rensselaer City School District And
Rensselaer Teachers Assn

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AGREEMENT

Between

THE BOARD OF EDUCATION

Of

RENSSELAER CITY SCHOOL DISTRICT

And

RENSSELAER TEACHERS ASSOCIATION

July 1, 2002 - June 30, 2007



RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



114

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Rensselaer City School District, Rensselaer, New York, hereinafter referred to as the "School District", and the professional employees of the School District represented by the Rensselaer Teachers Association, hereinafter referred to as the "Association", so that the cause of public education may best be served in Rensselaer.

Provisions of this Agreement shall be in effect from July 1, 2002 to June 30, 2007.

ARTICLE I
RECOGNITION

- A. The School District recognizes the Rensselaer Teachers Association for purposes of collective negotiations and the administration of grievances pursuant to the Public Employees' Fair Employment Act as the exclusive representative of a negotiating unit consisting of all members of the teaching staff and other certificated employees of the School District during the regular school year, except the Superintendent, Building Principals, Assistant Principals, School Psychologist, Director of Guidance and Coordinator of Federal and State Aided projects, Director of Curriculum/Pupil Personnel Services, Social Worker and Assistant to the Superintendent.
- B. Unless otherwise indicated, employees in this negotiating unit will be hereinafter referred to as "teachers".
- C. Long-term substitutes and full-time substitute teacher pilot program employees shall be covered by all the provisions of this agreement. Long-term substitutes are defined as those substitute teachers who are appointed for a minimum of one (1) year of service.

ARTICLE 2
DEFINITIONS

As used in the Agreement, the following terms shall have the respective meanings set forth below:

- A. Academic Subject Area includes academic subjects such as Mathematics, English, Foreign Languages, Science and Social Studies.
- B. Board of Education or Board or its designated representative (the Superintendent) means the Board of Education of the Rensselaer City School District.
- C. Evening School consists of classes conducted under the auspices of the Adult Education Department of the School District.
- D. Professional Practices Committee shall consist of three persons appointed by the Superintendent and three persons appointed by the President of the Association.
- E. School Year means the period commencing on the first day of September in each year and ending on the thirtieth day of June next.

- F. Superintendent or his/her designated representative means the Superintendent of Schools of the Rensselaer City School District. Whenever the Superintendent designates someone he/she will identify who the individual is.
- G. Building Administrator means either a Building Principal or other Administrator assigned by the District as Administrator in charge of a building.

ARTICLE 3

TERMS AND CONDITIONS OF EMPLOYMENT **NEGOTIATION PROCEDURES**

- A. The School District agrees to negotiate with the Association regarding terms and conditions of employment.
- B. On or about January 1 and no later than January 15 of the year of expiration of this Agreement, 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 raised by either party concerning the terms and conditions of the teachers' employment. Association proposals which concern terms and conditions of employment shall be negotiable even though funds therefore may be provided in whole or in part from the State of New York or the United States. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the designated representatives of the Association and the District and become part of this Agreement. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore, agree that negotiations will not be reopened on any item during the life of this Agreement.
- C. During negotiations, the School District and the Association will present relevant data, exchange points of view and make proposals and counterproposals. As of the time it is published, the Association may avail itself of the Superintendent's complete tentative budget for the next fiscal year. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. Matters Not Covered
With respect to matters not covered by this Agreement, the Board agrees that its representatives will consult and discuss with the Association's representatives, upon request of the Association, after making any changes which might be classified as being relative to salaries and terms and conditions of employment.

- E. When it is necessary for representatives of the Association to schedule meetings during the school day in order to prepare for negotiations, not more than five (5) such representatives at one time will, upon agreement between the Superintendent and the President of the Association, be released as necessary, in order to permit participation in such meetings.
- F. The District, upon request, will provide the Association with copies of relevant, necessary information which is public information in existence at the time of the request and which is necessary for negotiations and/or grievance processing and investigation. All such materials will be at a cost of five (5) cents per page.

ARTICLE 4

GRIEVANCE PROCEDURE

- A. Declaration of Purpose
It is the policy of the District and the Association that all grievances be resolved informally, or at the earliest possible stage of this grievance procedure. Informal settlements at any stage shall bind the parties to the settlement but shall not be precedents in a later grievance.
- B. Definitions
 - 1. A contract grievance is a claimed violation, misinterpretation, misapplication, or inequitable application of the agreement.
 - 2. A complaint grievance is an alleged violation of terms and conditions of employment not contained in the agreement.
 - 3. A teacher is any person in the unit covered by the agreement.
 - 4. An aggrieved party is the teacher or group of teachers who submits a grievance, or the Association as specified in D.4 of this grievance.
- C. Time Limits
 - 1. Since it is important that grievances be processed as rapidly as possible, the number of days permitted to any party at any step should be considered a maximum and every effort should be made by all parties to expedite the process.

2. No written grievance will be entertained at Step 1 or thereafter, as described below, and such grievance will be deemed waived, unless such written grievance is forwarded at Step 1 within twenty-five (25) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision on a grievance is not appealed to the next step of the procedure within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding step and further appeal shall be barred.
4. Failure by a party at any step of the grievance procedure to meet or to communicate the decision on a grievance within the specified time limits shall permit lodging of an appeal by the other party at the next step of the procedure within the time limit which would have been allotted had the decision been given.
5. The time limits specified for either party may, however, be extended by mutual agreement.
6. Between the close of school in June and the reopening in September, all days shall mean calendar days except Saturdays, Sundays, and legal holidays.

D. Purpose and General Procedure

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.
2. Forms for filing grievances and making appeals are appended to this agreement and made a part thereof.
3. Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reasons therefore, and will be promptly transmitted to the Association representatives processing the grievance at such step and to the person (s) initiating the grievance.
4. If a grievance affects a group or class of teachers and appears to arise from the alleged action of authority higher than the principal of a school or is associated with system-wide policies, it may be submitted by the Association directly at Step 2 to be described below.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, provided that this shall not be construed to prohibit including in the personnel files a notation of the final action as to a grievance determined adversely to the teacher. The teacher and his/her representative shall be entitled to copies of the entire file.

6. Nothing contained herein will be construed as limiting the right to any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association provided: (1) the adjustment is not inconsistent with the terms of this Agreement; and (2) if the teacher desired, the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance.

7. The grievant may choose whomever he/she wishes to represent him.

E. Submission of Grievances

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally, and in so doing, shall have notice that a "grievance" is being raised. The aggrieved party shall identify the grievance as either a **contract** grievance or a **complaint** grievance.

F. Grievance Procedure

1. Building Administrator

The Building Administrator shall respond in writing within ten school days after the receipt of each written grievance. If the aggrieved party is not satisfied with the response of the Building Administrator or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within ten school days thereafter to the Superintendent of Schools.

2. Superintendent

The Superintendent or his designated representative shall confer with the aggrieved party with respect to the grievance within ten school days after it is received by him, and shall deliver to the aggrieved party a written statement of his position with respect to the grievance no later than ten school days after such conference. In the event a conference is waived, the Superintendent's response shall be delivered no later than ten school days after it is received by him.

3. Arbitration (Contract Grievances Only)

a. In the event the Association is not satisfied with the Superintendent's response to a grievance, it may, within fifteen (15) school days after receiving that statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose a list of arbitrators. The parties will then follow the rules as established by the American Arbitration Association. A copy of the request for arbitration will also be forwarded to the Superintendent of Schools.

- b. The Arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues 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. The Arbitrator shall have no power to alter, add to, amend or detract from the provisions of this agreement.
- c. The decision of the Arbitrator shall be binding on the parties.
- d. The cost for the services of the Arbitrator will be borne equally by the District and the Association.

G. **Complaint Grievances**

A complaint grievance is an alleged violation of terms and conditions of employment not contained in the agreement. Complaint grievances may be processed through steps 1 and 2 described above. In the event the Association is not satisfied with the decision of the Superintendent, it may make written request to the Board of Education for review and determination. The Board of Education, or sub-committee thereof, will hold a hearing within ten (10) school days of the receipt of the request to obtain further information regarding the case. The Board of Education shall render a final and binding decision within ten (10) school days after the hearing.

ARTICLE 5

TEACHING HOURS AND TEACHING LOAD

A. **Teacher's Work Day**

- 1. All District elementary teachers shall report to work at 8:15 a.m. as of September, 1989, and shall be in their classrooms at least five (5) minutes before their first assignment. On the elementary level, the additional time will be thirty (30) minutes of teacher-pupil contact time. All secondary teachers shall report at 7:40 a.m. as of September, 2002, and will be at their duty stations five (5) minutes before their first assignment. All of the additional time on the secondary level will be added to class time. No teacher shall be required to remain after the pupil day to perform any unreasonable, inequitable or unprofessional services.

2. It is the duty of all teachers to make themselves available in order to give extra help when requested by the student or when the teacher feels the student needs individual special attention. In particular, the teachers shall make themselves available for parent/teacher conferences when a student fails a course or subject in any marking period, even if this involves occasional meetings after the scheduled work day. Parent/teacher conferences shall be at a mutually convenient time for parent and teacher. It shall be the responsibility of each teacher to participate at the open house each year and one additional evening meeting as scheduled by the administration.

B. Elementary School

1. Elementary school classroom teachers shall, under normal conditions, have one (1) 45 minute duty-free lunch period. In no case will any teacher's lunch period be less than 30 duty-free minutes.
2. All special subject teachers will receive no less than 210 minutes of preparation time during a normal five day week.
3. Effective July 1, 1989, all elementary teachers will receive no less than 210 minutes of preparation time during a normal five-day week. If preparation time is scheduled on a day, it will be provided.

C. Secondary School

1. Secondary school teachers shall have up to eight (8) periods each day; insofar possible they shall include:
 - a. Five (5) instructional periods.
 - b. One (1) duty free lunch period equal to the length of a regular class period.
 - c. One (1) preparation period the length of a regular class period during which they will not be assigned to any other duties except in emergency situations.
 - d. One (1) extra assignment period which may require supervision of pupils and may require classroom, laboratory, or other instruction if the teacher agrees. The acceptance of classroom, laboratory, or other instruction during the one (1) extra assignment period is wholly voluntary, and the teacher may refuse such instructional duties consequence free. Notice of acceptance of such assignment shall be given to the Association President.

- e. Secondary school teachers will be assigned a homeroom responsibility on a rotating basis in addition to the extra assignment period as defined in subdivision (d) above. Such homeroom responsibility shall consist of those duties required for attendance, school bulletins and general homeroom duties.

D. Teacher's Work Year

1. The work year of teachers (other than new personnel, who may be required to attend additional orientation sessions, and Guidance personnel) shall begin no earlier than September 1 and end no later than June 30 of each year, and shall in no event be longer than 187 days each school year, provided, however, that secondary school teachers may be assigned responsibilities in relation to graduation.
2. The school calendar for each school year shall be developed by the administration with the Professional Practices Committee before submission to the Board.

E. Secondary Teaching Preparations

A secondary school teacher shall not teach more than two (2) subject areas nor more than three (3) preparations within said areas, at any one time, insofar as practicable under present facilities.

F. Substitute Teachers

1. A teacher shall not have the responsibility for obtaining his/her own substitute teacher. Teachers shall be informed of a telephone number to report their unavailability for work, and they shall report such unavailability as soon as practicable, if possible by 6:00 a.m. but no later than 6:30 a.m. of the day they will be absent. A teacher who is aware the night before that he/she will be absent the next day should call in the evening before the anticipated absence between 6:00 - 8:30 p.m. Teachers who are absent shall be responsible for providing seating charts, schedule and a lesson plan for their substitutes.
2. All itinerant personnel and substitute teachers will be governed by the time schedule of the school to which they are assigned for the day.
3. Any vacancy shall be filled in a manner consistent with provisions of State Education Law.
4. Wherever possible, the School District shall appoint certificated teachers to fill vacancies.

5. A substitute teacher, if available, shall be hired whenever any teacher regularly employed by the Rensselaer City School District is absent. Such substitute shall be obtained from the list of substitutes available to the building administrator.
6. a. During the first week of school each year, the School District will post a sign-up sheet for teachers to volunteer for substitute service during those periods or other such times that the teacher is available for substitute service. When a regular substitute is not available, teachers on the volunteer list will be assigned first. If there are insufficient volunteers on the list or all volunteers for that particular segment are serving, the District will then assign from the pool of other available teachers.
- b. If a regular substitute is not available, any teacher who is ordered to substitute for the absent teacher during a clerical or a class period shall be compensated for such extra service at 1/8 of the teacher's daily rate of pay for an 8 period day, provided that the period which the teacher is giving up is his/her only free period.
- c. A guidance counselor who is ordered to substitute for an absent teacher shall be compensated at 1/8 of his/her daily rate of pay for each period served as a substitute. (Daily rate calculated using normal 1/200 formula).
7. In the event a regular substitute is not available for an elementary grade, and a regular teacher is asked to combine grades, s/he should receive salary for that day or half day in addition to his/her regular salary if the additional children in her charge become more than the highest number of any teacher in that field in the School District.

ARTICLE 6

CLASS SIZE

A. Academic classes shall not exceed the following lists:

1. Kindergarten
25 pupils per teacher for each one-half day session or each full day session.
2. Elementary
33 pupils per teacher.
3. Secondary
33 pupils per teacher.

- B. An acceptable reason for exceeding the class size objective may be any of the following:
1. There is no space available to permit scheduling of any additional class or classes in order to reduce size.
 2. Conformity to the class size objective would result in placing classes on short time schedule or result in combination classes.
 3. A class larger than the specific maximum is necessary to provide for specialized or experimental instruction.
 4. Funds are not available to implement 1, 2 and 3 above under maximum class size.
- C. The School District shall endeavor to provide straight-grade classes in lieu of split classes.

ARTICLE 7

TEACHER EMPLOYMENT

- A. All teachers employed by the district on or after July 1, 1997, shall be placed on salary at the discretion of the District, and pursuant to the provisions of Appendix A.

Reinstated teachers shall be placed on the proper step of the salary schedule according to their experience and education. Full credit may be given certified teachers for previous outside teaching experience in a duly accredited school upon initial employment. Additional credit not to exceed four (4) years for military experience and not to exceed two (2) years for Peace Corps, VISTA, or National Teaching Corps work may be given upon initial employment at the discretion of the Board upon recommendation of the Superintendent.

- B.
1. The Unit members, as defined in Article I whose employment becomes effective between July 1 and January 30 in any school year and who were hired prior to July 1, 1997, shall receive an incremental step effective July 1 of the school year following the effective date of hire. Thereafter, incremental steps shall be effective on July 1 in each subsequent school year.
 2. Unit members whose employment becomes effective on or after February 1 in any school year shall receive an incremental step on July 1 following one (1) full year of employment. Thereafter, incremental steps shall be effective on July 1 in each subsequent year.

3. Employees who are on half-step with regard to their appointment as a teacher hired before February 1 of the year of employ will be moved up to the full step effective in the 1996-97 school year.
4. This agreement does not include those teachers granted leave half-steps pursuant to Article 18 E.

ARTICLE 8

TEACHER ASSIGNMENT

- A. Teachers will be notified not later than June 1 of their tentative programs for the coming school year, the school(s) to which they will be assigned, and the grade(s) and/or subject(s) they will teach.
- B. In order to assure that pupils are taught by teachers within their area(s) of certification, teachers will only be assigned outside such areas as provided for by law.
- C. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.
- D. Elementary teachers will maintain permanent record cards. The District will attempt to use machine scoring of standardized tests whenever such machine scoring is reasonably available. Each homeroom teacher will be responsible for completing or supervising the completion of one combined census and registration card for each of the students in his/her charge.
- E. Where a student placement requires teachers' recommendations, such as PSEN/ Chapter I, and in the event that such recommendations are unduly delayed by machine scoring, teachers may be required to hand score the reading and mathematics sections of the California Achievement Test and/or Stanford Diagnostic Test.

ARTICLE 9

NEWLY EMPLOYED PERSONNEL **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. Notice of assignments for all newly employed personnel shall be given as soon after appointment as practicable.
- B. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may inquire at any time to ascertain the possibility of such a vacancy in the following year and may file a written statement of such desire with the Building Principal who will forward the request to the Superintendent ordinarily not later than February 1. The teacher's statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which s/he desires to be transferred, in order of preference. Whenever the Superintendent knows of a vacancy, s/he will send out a Notice of Vacancy to be posted on the school and/or faculty bulletin board.
- C. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District.

ARTICLE 10

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The parties agree that involuntary transfers or reassignments will be made only when necessary and in the best interest of the School District.
- B. Notice of involuntary transfer or reassignment shall be given to the teacher as soon as practicable, and under normal circumstances at least 30 days prior to such transfer or reassignment.
- C. An involuntary transfer will be made only after the teacher has been notified and given the reasons, in writing, by the Superintendent or his/her representative.
- D. In the event that the teacher objects to the transfer, the Superintendent will meet with the teacher and a representative of the Association to discuss the proposed transfer.
- E. If the teacher is unavailable to a meeting during the summer, the Superintendent will communicate by certified mail with the teacher regarding the involuntary transfer or reassignment.

ARTICLE 11

VACANCIES AND PROMOTIONS

- A. All vacancies in promotional positions, presently existing or newly created, as defined in Paragraph E of this article shall be posted in every school, clearly setting forth a description of and the qualifications for the position, including the duties and salary.
- B. 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 date when applications must be submitted, and in no event less than ten (10) school days before such date. A copy of such notice shall be sent to the Association President on the day before the posting.
- C. Teachers who desire to apply to such vacancies shall submit their applications in writing to the Superintendent or his/her designated administrator within the time limit specified in the notice.
- D. Teachers who desire to apply for a promotional position which may be filled during the summer vacation period shall submit their names to the Superintendent, together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply and such notification shall set forth a description of and the qualifications for the position, including the duties and salary. Such notice shall be sent as far in advance as practicable.
- E. Promotional positions are defined as follows:

Positions not on the basic salary for teachers and/or positions on the administrator-supervisory level, including but not limited to, positions as principal, assistant principal, department head, counselor and coordinator.
- F. All appointments to the aforesaid vacancies and openings shall be based on the certification requirements, other qualifications and experience in the area for which the candidate is applying.
- G. Grievances arising under Paragraph F of this Article as they relate to positions not included in the Recognition provision of this Agreement are not subject to the grievance/arbitration procedure under Article 4 herein.

ARTICLE 12

POSITIONS IN SUMMER AND EVENING SCHOOL

- A. All openings for summer and evening 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.
- B. Such positions in the Rensselaer summer and evening school will be filled to the extent possible, first by regularly appointed teachers in the District.
- C. The hourly rate for evening school, summer school, curriculum writing, home tutoring, and regents exam proctoring other than during the regular school year and day shall be as follows:

2002-2007	Summer School/Evening School	\$35
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- D. Once a teacher is appointed to a summer school position, he/she shall be employed in a professional capacity for the period specified at the agreed compensation.

ARTICLE 13

PROCEDURES FOR OBSERVATION AND PERSONNEL FILES

- A. Observations
 - 1. All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher.
 - 2. Non-tenure teachers shall be observed at least twice each year with at least one (1) observation taking place between October 1 and December 15 of each school year and the final observation prior to May 15 of each school year. In a teacher's last probationary year, the final observation will take place by April 1. Teachers may request additional lesson observations. Tenured teachers should be observed at least once a year.

3. The first formal evaluation-observation for a newly hired teacher will be preceded by a conference at which time the District's procedure for evaluation and classroom observation will be discussed. The observation will be followed within five (5) school days by a conference during which the lesson will be evaluated and discussed. The written report of the evaluation-observation is to be signed by both the evaluator and the teacher. (See Appendix C). The teacher's signature need not indicate agreement, but indicates that a conference was held and the teacher received a copy of the evaluation-observation. At the option of the teacher, a written response may be attached to the evaluation-observation report and become part of his/her personnel file.
4. Probationary teachers will be given notice of their employment status in accordance with State Education Law.

B. Personnel Files

1. All data maintained by the District on individual members of the bargaining unit relative to employment, promotion, discipline, evaluation, and all other job-related matters -- exclusive of confidential reference and communications received in connection with the initial employment -- shall be placed in a single file and maintained in the Central Office.
2. Upon reasonable prior notice, a teacher shall have the right to inspect, copy, photocopy, or photograph the contents of his/her file.
3. A teacher shall have the right to rebut, explain and comment upon any material in his/her file, and such statement shall be appended to the appropriate item(s) in the file.

Upon viewing his/her file, the teacher will date and initial every item added to his/her file since the teacher last inspected his/her file. This will indicate awareness that the documents exist, not agreement with said contents.

ARTICLE 14

TEACHER FACILITIES

A. Insofar as practicable each school shall have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional material.
 3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
 4. A serviceable desk and chair at each teaching station for the use of teachers assigned there.
 5. For each teacher regularly assigned to a school building, a desk or other equivalent for his/her personal use shall be provided as close to his/her teaching station as practicable; provided, however, that such desk or equivalent facility may be temporarily used by teacher using the particular teaching station for the purpose specified in Subdivision 4.
 6. A communications system through which teachers can communicate with the main office in the building from their classrooms to be installed in all new buildings and in existing buildings where practicable.
 7. Well-lighted, clean teacher restrooms with assurance of privacy wherever a student facility must be used.
 8. A separate, private dining area for the use of teachers in the Rensselaer Middle High School and in the Van Rensselaer Elementary School.
- B. 1. The board shall provide parking at all schools. At Van Rensselaer Elementary and Rensselaer Middle-High School, parking is provided on School District owned property.

ARTICLE 15

USE OF SCHOOL FACILITIES

- A. The Association will have the right to use the school building without cost, while maintenance personnel are on duty, for meetings the first and second Thursday of each month. The Building Administrator of the building in question shall be consulted as to availability of space. There will be one (1) bulletin board in all faculty lounges for the exclusive use of the Association.

B. Teacher-Administration Liaison

The Association shall select an Association representative for each school building who shall meet with the Building Administrator during the school year to review and discuss local school problems and practices. Meetings may be called for by the Building Administrator or by majority vote of the teachers in a particular building.

ARTICLE 16

SICK LEAVE – INSURANCE – RETIREMENT INCENTIVE

A. Sick Leave

1. All members of the staff covered by this Agreement shall be entitled to twenty (20) school days per year without deduction of salary to be used for illness or injury, family illness, or if personal time must be taken for personal business, no more than five (5) such days may be used. Notification of personal business must be made to the Building Administrator as early as possible. Under no circumstances will leave for personal business be approved when used for hunting, fishing, recreation, vacation, working at another job, or looking for other employment. When leave is used for personal business, the reason for such use shall be given when requested.
2. The Superintendent may request a physician's statement after five (5) consecutive school days absence.
3. Any teacher in the employ of the Rensselaer City School District shall be granted sick leave as follows: twenty (20) days per year, with a maximum accumulation of 250 days. For any absence, each employee shall complete the regular form supplied by the Building Administrator.
4. After all accumulated sick leave has been used, the employee shall receive no pay for subsequent days of illness for the remainder of that school year.
5. Any employee who is absent or expects to be absent beyond the sick leave period or his/her cumulative sick leave period shall request in writing, from the Board, a leave of absence without pay for the period specified in the request.

6. After the total cumulative sick leave in any one school year has been used, an employee with ten or more years of service in the Rensselaer City School District may request, in writing, that the Board of Education grant him a leave of absence for not more than the remainder of the school year at his/her regular pay less deduction for the full substitute's pay. The Board will give special consideration of each individual case covered by Section 5.
7. Any teacher with less than ten (10) years service in the District whose personal illness extends beyond the period of accumulated sick leave will 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.
8. Sick or personal leave for doctor or dental visits must be taken in one-half (1/2) day units unless no coverage is needed (i.e. time is taken during a teacher's preparation period, lunch period or no substitute teacher is needed).
9. Pregnancy related disabilities will be treated in the same manner as any other disabilities.

B. Sick Leave Bank

1. A sick leave bank shall be established to provide additional sick leave credits to employees who have exhausted sick leave credits because of serious long-term illness or disability.
2. The bank will consist of days voluntarily donated by unit members but not to exceed one (1) per year per unit member. Contributions to the bank shall be made in writing and signed by the employee on a form agreed upon by the District and the Association. The deadline for donations shall be October 1 of the school year. No employee may contribute more than a total of two (2) sick days and the maximum number of days available in the bank may not exceed two times the number of teachers who have contributed.
3. The bank will be administered by the Superintendent or his/her designee and the President of the Association. The decision of the Superintendent and the President of the Association on the allowance of days shall be final.
4. An applicant must submit satisfactory proof of illness or disability to the Superintendent and the Association President. Such proof shall include a physician's statement. The District reserves the right to have another physician of the District's choosing verify the employee's illness.

5. A person collecting from the bank at the end of the school year, whose illness extends to the following school year, must reapply to the bank in September if still eligible.
6. Should the total days in the bank fall below thirty (30) during the course of a school year, the bank may be reopened for additional voluntary contributions of one day per unit member above and beyond the two-day limitation specified in section 2.
7. An eligible applicant may be granted up to thirty (30) days of sick leave credits from the bank. The request must be in writing to the Superintendent with a copy to the Association President. In the event the applicant exhausts the thirty (30) days, he/she may reapply to the bank.
8. As a condition of eligibility, the employee must have been a member of the bank within the preceding year of the onset of illness or disability. No request for leave shall be granted unless both President and Superintendent, or his/her designee, agree, and the granting or failing to grant an applicant shall be in their sole and exclusive discretion and shall not in any way be reviewable. The President and the Superintendent, or his/her designee, may modify any approved application; that is, grant fewer days than requested or take whatever other action they may deem to be appropriate.
9. No request for sick leave credits will be granted until at least thirty (30) days have been contributed to the bank.

C. Health Insurance

1. For unit members hired prior to July 1, 1997, the Board shall provide a monthly premium payment for health insurance. For the individual premium, a dollar amount equal to 90% of the monthly premium will be paid. In addition, a dollar amount equal to 85% of the monthly rate will be paid for the two person and family coverage. This plan will give no less coverage than was provided and in effect in 1976-77, except that the major medical deductibles shall be \$150 for individual and \$350 for two-person and family coverage per year.
2. For unit members hired on or after July 1, 1997, the Board shall provide a monthly premium for health insurance equal to 75% of the individual, two-person and family premium rate. The plan in effect shall be the same plan as noted in Section (1) above.

3. Members of the unit will have available to them, in place of enrolling in the current, District Health Plan, the option to join the Health Maintenance Organization (HMO). For those unit members who choose this option, the District will pay the premium up to, but not exceeding the amount it would pay for a unit member's enrollment in the appropriate coverage area of the District health plan, i.e., Individual, Two Person, or Family Coverage. Any cost in excess of the District contribution as stated in the above will be completely borne by the employee.
4. The District will implement a mutually agreed upon Flexible Spending Account plan. This plan will cover allowable insurance premium contributions, allowable medical expenses not covered by insurance, allowable dependent care expenses and disability and life insurance premiums in accordance with the IRS rules and regulations governing such programs. The District will, in consultation with the RTA, select the plan administrator.

	<u>Plan Minimum</u>	<u>Maximum</u>
Health Benefit Premium	\$ 0	None
Health Care Reimbursement	\$200	\$2,000
Dependent Care	\$200	\$5,000

5. The District contribution toward health insurance for those teachers who retire during the life of this agreement will be at the same percentage rate that is in effect at the time of the teacher's retirement.
6. The District agrees to the "Benefit Trust Vision offered by NYSUT" as follows: The District will contribute eighty-five dollars (\$85) toward the annual premium for each teacher who enrolls for the first two years of the agreement. The District will increase its contribution to ninety-five dollars (\$95) in the third and fourth year of the agreement. In the fifth year of the agreement, the District will contribute one hundred ten dollars (\$110) toward the annual premium for each teacher enrolled.
7. Prescription co-pays will be the same percentage rate for all mail order and HMO pharmacy prescriptions. This change does not apply to past retirees or anyone who retired in the 2001-02 school year.

D. Health Insurance Alternatives

Unit members who are currently covered by Rensselaer City School District Health Insurance or employees new to the District who have available to them health insurance coverage may elect not to be covered by the Rensselaer City School District Health Insurance or any other plan (Health Maintenance Organizations) toward which the District contributes a premium under the following conditions and circumstances:

1. The employee must give written notice to the Business Office by June 1 that he/she is electing to drop district health insurance coverage. Such notice shall remain in effect until coverage is requested again as stated below. Thereafter, employees electing to drop the District health insurance coverage must give written notice to the Business Office by June 1 in each school year.
2. The employee must provide proof of other coverage of health insurance in a manner acceptable to the Business Office.
3. New employees must provide notice of waiver within thirty (30) days of hire. Payment of the bonus option shall be pro-rated where appropriate.
4. Employees in the above categories who elect to opt out of the District health plan for which they are eligible for coverage shall receive the following stipend in a single check in June of each school year.

Individual Plan (six hundred dollars)	\$ 600
Two Person Plan (nine hundred fifty dollars)	\$ 950
Family Plan (one thousand two hundred dollars)	\$1,200

5. An employee who loses his/her other health coverage during the year and who has opted out of the District plan and wishes to reenter must make immediate written request to the District Business Office, and will be readmitted to the plan in accordance with rules and regulations of the carrier. A unit member who returns to the District plan during the course of any school year will only be entitled to a pro-rata amount of the option stipend for the time the employee was not in the plan.
6. This option does not apply to any unit member who is currently employed by the District, and who is not currently participating in the District health plan.
7. Employees who elect this option must be in his/her correct plan of coverage, i.e., an individual in an individual plan, two person in two person plan, and dependent coverage in family plans.

E. Retirement Incentive

Teachers in the Rensselaer City School District who, during the term of this Agreement, retire from the District when he/she first becomes eligible under the New York State Teachers' Retirement System, and who have ten or more years of continuous service in the District, shall be paid seventy dollars (\$70) per day for each unused day of sick leave to a maximum of two hundred twenty-five days.

The teacher who retires at the first period of eligibility will provide the District with six months notice prior to January 30 or June 30 retirement. The teacher shall provide an irrevocable letter of resignation and retirement at that time.

Any teacher who does not retire at the first period of eligibility, as stated above, will not be entitled to the Retirement Incentive thereafter.

The retired teacher shall receive the payment for unused sick leave within sixty (60) days of retirement or, at the teacher's option, in the next calendar year thereafter. The retired teacher may also have the option to apply the payment toward health insurance premiums after retirement.

In the event the District enrolls in any State Retirement Incentive offered, the teacher may select either the District Retirement Incentive or the State Retirement Incentive, if applicable, but not both.

The District Retirement Incentive will fully terminate at the expiration of the term of this agreement.

"Provided the retirement incentive is ratified by the Board of Education on March 26, 2002, and the RTA ratifies in the same time frame, teachers who would be eligible this year to retire as stated above will be allowed to provide notification of resignation and retirement as of June 30, 2002, by April 12, 2002.

ARTICLE 17

TEMPORARY LEAVE OF ABSENCE

Teachers will be entitled to the following absence with pay each school year in addition to the leave specified in Article 16.

- A. Attendance at meetings or conferences of an educational nature or visits to other schools to observe programs pertinent to the teacher's teaching are allowed only to the extent determined and approved by the Superintendent in his/her sole discretion. However, whenever possible requests for such attendance or visitations should be made not less than one week prior to the event or visit. The Superintendent may also recommend attendance at conferences or meetings or visitations of an educational nature to teachers.
- B. Time necessary for no more than two Association Representatives to attend NYSUT conferences, conventions, and other activities, and New York State Teacher's Retirement System Convention, upon the written approval of the Superintendent.
- C. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school district for the performance of jury duty, or because s/he has been subpoenaed in a legal matter in which s/he is not personally involved. In case of jury duty, it shall be the responsibility of the teacher to notify the Building Administrator in writing that s/he will be absent from duty. A teacher taking such leave shall reimburse the School District for any fees s/he receives as a juror or witness.
- D. Not exceeding five (5) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parents, mother-in-law, father-in-law, sibling, grandfather, grandmother, and the teacher's grandchildren. Absences for these purposes, in excess of five (5) days in a school year, shall be deducted from sick leave.
- E. Up to three (3) days at any one time in the event of the death of other family members may be granted at the discretion of the Superintendent. Such granting of time for other family members shall not be unreasonably denied. These three (3) days will be deducted from sick leave. If no sick leave is available, the days may be granted without pay.

ARTICLE 18

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that one (1) teacher on tenure designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state or national) activities. Upon return from such leave such teacher will be considered as if s/he were actively employed by the Board during the leave and will be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent.

- B. A leave of absence without pay of up to two (2) years will be granted to any teacher on tenure who joins the Peace Corps, VISTA, or National Teacher Corps and up to one (1) year service as an exchange teacher, and is a full-time participant in such programs. Upon return from such leave, a teacher will be considered as if s/he were actively employed by the Board during the leave and will be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent.
- C. Military leave will be granted to any teacher as provided by the military law. Upon return from such leave, a teacher will be placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence.
- D. A leave of absence without pay or increment or advancement in step designation of up to one (1) year will be granted upon written request for personal reasons. In the case of childbearing or adoption, up to two (2) years will be granted.
- E. All benefits to which a tenured teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and will be assigned to the same position which s/he held at the time said leave commenced, if available, or if not, to a substantially equivalent position. A teacher who returns from such leave will be placed on at least the same level of the salary schedule as s/he was on when the leave commenced, except that a teacher having served at least five months in the school year in which the leave commenced shall be credited with one-half (1/2) year's teaching experience for placement on the salary schedule.
- F. All requests for leaves or extensions or renewals of leaves will be applied for and granted in writing. All requests will be made at least thirty (30) days in advance of the leave or extension requested.
- G. A teacher on a leave of absence for a school year or more shall notify the Superintendent as to his/her intention to return to service at least five (5) months prior to the expiration date of such leave. Failure to notify the Superintendent shall be assumed to constitute a resignation.
- H. Any teacher granted a leave pursuant to this article who during such leave engages in employment not stated in the application for such leave or thereafter approved by the Superintendent shall be deemed to have resigned. However, minor employment supplementary to the purpose of the leave shall be exempt.

ARTICLE 19

PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

- A. The School District shall pay the reasonable expenses (including fees, meals, lodging, transportation, and/or registration fees) incurred by teachers in attending workshops, seminars, conferences and other professional improvement sessions. Such funds shall be available only as authorized by a majority vote of the Board and approved by the Superintendent.
- B. In addition, any teacher may, with the advance approval of the Superintendent, attend such sessions at his/her own expense.
- C. Teachers seeking in-service credits for study or subject related travel must have the prior approval of the Superintendent of Schools. The termination of the amount of in-service credit to be permitted, if any, shall reside with the Superintendent of Schools.
- D. Notices of workshops, seminars, conferences and other professional improvement sessions shall be posted on bulletin boards in the elementary and secondary schools as they are received by the respective building administrator.
- E. Upon submission of appropriate, complete and approved vouchers to the Business Office, reimbursement will normally be made within thirty (30) calendar days of submission of the reimbursement request. The reimbursement will be in a separate check. At the discretion of the District, reimbursement may be made prior to conference participation.

ARTICLE 20

TEACHER PROTECTION

- A. Teachers will immediately report to their Building Administrator or immediate supervisor, in writing, all cases of assault, either physical or verbal, suffered by them in connection with their employment.
- B. This report will be forwarded to the Building Administrator who will comply with any reasonable request from the teacher for information in his/her possession relating to the incident or the person involved.
- C. If requested, the Building Administrator will notify the teacher(s) involved in such cases of any and all disciplinary action taken against any and all students involved.

ARTICLE 21

PERSONNEL INJURY BENEFITS

- A. Whenever a teacher is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment and received Worker's Compensation payments for such absence, s/he will be paid his/her full salary during his/her absence from his/her employment up to a period of one (1) year, (less the amount of any Worker's Compensation award made for temporary disability due to said injury) and no part of such absence will be charged to his/her annual or accumulated sick leave.
- B. The School District shall reimburse teachers for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aides, or similar bodily appurtenances not covered by Worker's Compensation which are damaged, destroyed, or lost as a result of an injury sustained in the discharge of his/her duties within the scope of his/her employment.
- C. The School District will reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.
- D. The Board of Education will also review individual cases of loss, not covered by the above on their merits, and in light of all surrounding circumstances, to determine whether such losses should be reimbursed. This does not imply assumption of any liability beyond that which the Board voluntarily assumes in any such specific case.

ARTICLE 22

TEXTBOOKS AND SUPPLIES

- A. Textbooks
 - 1. The School District will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his/her own use.
 - 2. The purchase of additional textbooks and other instructional materials, changes in such materials, or selection of new materials, shall continue to be determined according to the procedure presently in effect unless a change in the procedure is mutually agreed upon by the parties.

B. Supplies

1. The School District will provide sufficient supplies so that teachers may fulfill their teaching responsibilities in an adequate and professional manner.
2. The Association will encourage all teachers to use the textbooks and supplies provided so that maximum learning will be accomplished.

ARTICLE 23

DUES DEDUCTION

- A. The District agrees to deduct from the salaries of members of the bargaining unit the amount of membership dues as set by the Association when such deduction is authorized in writing by the teacher. The Association shall certify to the Superintendent in writing within fifteen (15) days after the school year begins, the current rate of its dues.
- B. The dues deduction authorization will be given by means of the following form:

PAYROLL DEDUCTION AUTHORIZATION

SOCIAL SECURITY NUMBER		
LAST NAME	FIRST	MIDDLE
DISTRICT NAME		
ORGANIZATION		

To the Board of Education:

I hereby authorize you, according to arrangement agreed upon with the above organization, to deduct from the salary and transmit to said organization dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1 and September 15 of any given year.

MEMBER SIGNATURE _____ DATE _____

- C. Dues deductions shall be made in twenty (20) equal installments, beginning with the second payroll in September, provided such authorizations are received by the Business Office on or before fifteen (15) days prior to that payroll date.
- D. The District agrees to transmit the total sum so deducted to the Association within five (5) days following each payroll date. When applicable, such transmittals shall be accompanied by a statement identifying any deletions from, or additions to, the original check-off list of the second payroll in September.

ARTICLE 24

GENERAL

- A. No teacher shall suffer any disadvantage, professional, or otherwise, by reason of his/her membership in the Association or participation in its lawful activities.
- B. The representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such lawful activities. When it is necessary, pursuant to Article 4 (Grievance Procedure) for an Executive Member, or other representatives designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, s/he will, upon agreement with his Building Administrator or immediate superior, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
- C. The Association will be provided with one copy of minutes of official Board meetings as soon as possible after such meetings.
- D. Copies of this agreement shall be printed by the least expensive method possible at the joint expense of the School District (1/2 of cost) and the Association (1/2 of cost) and a copy given to each teacher. Copies of this Agreement may not be printed until given final approval by both parties.
- E. The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to 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 application will continue in full force and effect.

- F. This agreement constitutes School District policy for the term of said Agreement, and the School District and Association will carry out the commitments contained herein and give them full force and effect as School District policy.
- G. 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.
- H. The Rensselaer Teachers Association shall notify the Superintendent of the names of elected officers upon assumption to their office (June 1). Upon request, the President shall give the Superintendent the names of the grievance and negotiations chairpersons.

ARTICLE 25

CURRICULUM DEVELOPMENT AND RELATED SUBJECTS

- A. It is recognized that the professional staff is directly concerned with changes in curriculum. Teachers should be involved in curriculum changes and should be consulted prior to any innovations or introduction of new materials into the classroom.
- B. It is imperative that constant curriculum study and re-evaluation be made during the school year and a continual effort will be made by the professional staff to achieve this end.
- C. The Superintendent may designate full or half-days during the school year for teacher assignment to curriculum-related committees as may be developed by the District. Such sessions shall not extend the teacher's regular workday.
- D. The ultimate responsibility for curriculum change, however, legally lies with the Board of Education.
- E. Professional staff, except as otherwise provided, employed by the Rensselaer City School District, shall report on September 1, or the first day thereafter which does not fall on a Saturday, Sunday or Holiday, and provide professional services to the School District through June 30, except when specifically excused by the Superintendent of Schools to perform other professional related activities. A teacher should be permitted to be absent after the last pupil day in June, after instruction and testing are complete, or before the first pupil day in September, to attend graduate school. Requests for such absences shall be made in writing to the Superintendent. Activities shall include, but need not be limited to, the following:

1. Curriculum
2. Demonstration
3. Guest Speakers
4. Department Meetings
5. Report Form Revisions
6. In-service Training

Every effort shall be made to insure that these activities are well planned and well organized.

- F. Teachers may voluntarily elect to be involved in the development of curriculum writing. Requests must be submitted, in writing, to the Superintendent. Compensation will be based upon the current practice and will be made only for those requests which have been approved by the Superintendent.

ARTICLE 26

DISMISSALS AND STAFF REDUCTIONS

- A. No tenured teacher shall be dismissed, reprimanded or disciplined without just cause. If a tenured employee elects to challenge said disciplinary or dismissal action through the grievance procedure, said action shall be the exclusive avenue for such challenge.
- B. All reductions in staff and recall, as related to staff reduction, will be made in accordance with Education Law.

APPENDIX A

- A. Effective July 1, 2002, teachers on Step 11 and above in 2002-03 school year will remain on the original salary schedule.

In addition, Steps 11-15 will be changed by (2.5%) in each year of the five year agreement as per Appendix A (1)-(5) attached. Incremental movement shall be in September of each year.

Teachers on Step 16 will receive a (3%) increase in each year of the five year agreement.

- B. New "Level" Schedule: A New "Level" schedule shall be applicable to all teachers hired after July 1, 1997 (and teachers hired before 7/1/97 who are on Step 10 and below of the original salary schedule). Current teachers shall be placed on the level most closely approximating their current salary (see Appendix (6)-(10)), but shall not be less than five hundred dollars (\$500) above current salary.

Any new faculty will be hired according to the new "Level" schedule. The District has the right to place any new faculty on a "Level" deemed appropriate by the Superintendent of Schools at the time of hire.

- C. Teachers hired after July 1, 1997, whose salary does not correspond with a salary level on the new "Level" teacher salary schedule will receive a (2%) increase each year. When the teacher earns an MA degree, he/she will be moved to the MA level next closest to a minimum five hundred dollar (\$500) increase above their current salary.

- D. Those teachers currently on Steps 6-10 of the "Old Schedule" will be moved to the new "Level" schedule and placed on the next level which is at least five hundred dollars (\$500) above current salary.

- E. Extra Curricular and Coaching will be increased by 2.5% in each year, as per the attached schedule Appendix B.

A teacher who is hired on the Bachelor level and who moves to the Masters level will start at level (A) of the Masters level regardless of Bachelor level placement.

A teacher on the Masters level who achieves a Masters level plus thirty will move horizontally to the Masters level plus 30 column.

An earned doctoral degree will receive an additional two hundred fifty dollar (\$250) differential.

Teachers on the new "Level" schedule qualify for longevity when they reach level (U) in the Masters column or MA+30 column with 20 years of service to the District. Longevity payments will start at the 21st, 30th, and 35th years.

APPENDIX A (1)

**2002-2003 SALARY SCHEDULE
Pre-1997 Hires**

<u>STEP</u>	<u>BA + 30</u>	<u>BA + 36</u>	<u>BA + 42</u>	<u>BA + 48</u>	<u>BA + 54</u>	<u>BA + 60</u>
10	48,601	48,959	49,321	49,681	50,038	50,406
11	49,834	50,199	50,554	50,916	51,280	51,638
12	51,161	51,526	51,884	52,245	52,603	52,965
13	56,175	56,564	56,947	57,339	57,723	58,114
14	60,771	61,181	61,590	61,998	62,410	62,820
15	61,981	62,391	62,803	63,212	63,620	64,029
16	66,438	66,865	67,296	67,728	68,157	68,588

+300 Masters

+250 Doctorate

APPENDIX A (2)

2003-2004 SALARY SCHEDULE

<u>STEP</u>	<u>BA + 30</u>	<u>BA + 36</u>	<u>BA + 42</u>	<u>BA + 48</u>	<u>BA + 54</u>	<u>BA + 60</u>
11	51,080	51,454	51,818	52,189	52,562	52,929
12	52,440	52,814	53,182	53,551	53,918	54,289
13	57,580	57,978	58,371	58,772	59,166	59,567
14	62,291	62,711	63,130	63,548	63,970	64,391
15	63,530	63,950	64,373	64,792	65,210	65,629
16	68,431	68,870	69,315	69,759	70,202	70,645

+300 Masters
+250 Doctorate

APPENDIX A (3)

2004-2005 SALARY SCHEDULE

<u>STEP</u>	<u>BA + 30</u>	<u>BA + 36</u>	<u>BA + 42</u>	<u>BA + 48</u>	<u>BA + 54</u>	<u>BA + 60</u>
12	53,751	54,134	54,511	54,890	55,266	55,646
13	59,019	59,427	59,830	60,241	60,645	61,056
14	63,848	64,279	64,708	65,137	65,570	66,000
15	65,118	65,549	65,982	66,412	66,840	67,270
16	70,484	70,937	71,394	71,852	72,308	72,765

+300 Masters

+250 Doctorate

APPENDIX A (4)

2005-2006 SALARY SCHEDULE

<u>STEP</u>	<u>BA + 30</u>	<u>BA + 36</u>	<u>BA + 42</u>	<u>BA + 48</u>	<u>BA + 54</u>	<u>BA + 60</u>
13	60,494	60,913	61,326	61,747	62,161	62,583
14	65,444	65,885	66,326	66,765	67,209	67,650
15	66,746	67,188	67,632	68,072	68,511	68,952
16	72,599	73,065	73,536	74,008	74,477	74,948

+300 Masters

+250 Doctorate

APPENDIX A (5)

2006-2007 SALARY SCHEDULE

<u>STEP</u>	<u>BA + 30</u>	<u>BA + 36</u>	<u>BA + 42</u>	<u>BA + 48</u>	<u>BA + 54</u>	<u>BA + 60</u>
14	67,080	67,533	67,984	68,434	69,889	69,342
15	68,415	68,868	69,323	69,774	70,224	70,676
16	74,777	75,257	75,742	76,228	76,711	77,196

+300 Masters
+250 Doctorate

APPENDIX A (6)

**SALARY SCHEDULE
2002-2003
Post 1997 Hires/Steps 1-10**

<u>LEVEL</u>	<u>BACHELORS</u>	<u>MASTERS</u>	<u>MASTERS + 30</u>
A	26,000	34,000	37,000
B	26,300	34,785	38,076
C	26,600	35,570	39,168
D	26,900	36,355	40,277
E	27,200	37,140	41,402
F	27,500	37,925	42,545
G	27,800	38,710	43,705
H	28,100	39,495	44,885
I	28,400	40,280	46,083
J	28,700	41,065	47,300
K	29,000	41,850	48,538
L	29,300	42,635	49,796
M	29,600	43,420	51,076
N	29,900	44,205	52,377
O	30,200	44,990	53,701
P	30,500	45,775	55,048
Q	30,800	46,560	57,815 58,417
R	31,100	46,960	57,815
S	31,400	47,360	59,236
T	31,700	47,760	60,683
U	32,000	48,160	62,156

APPENDIX A (7)

**SALARY SCHEDULE
2003-2004**

<u>LEVEL</u>	<u>BACHELORS</u>	<u>MASTERS</u>	<u>MASTERS + 30</u>
A	26,300	34,300	37,100
B	26,600	35,020	38,177
C	26,900	35,829	39,270
D	27,200	36,637	40,379
E	27,500	37,446	41,505
F	27,800	38,254	42,649
G	28,100	39,063	43,810
H	28,400	39,871	44,990
I	28,700	40,680	46,189
J	29,000	41,488	47,407
K	29,300	42,297	48,646
L	29,600	43,106	49,905
M	29,900	43,914	51,186
N	30,200	44,723	52,489
O	30,500	45,531	53,814
P	30,800	46,340	55,162
Q	31,100	47,148	56,534
R	31,400	47,957	57,931
S	31,700	48,369	59,353
T	32,000	48,781	60,801
U	32,300	49,193	62,275

APPENDIX A (8)

**SALARY SCHEDULE
2004-2005**

<u>LEVEL</u>	<u>BACHELORS</u>	<u>MASTERS</u>	<u>MASTERS + 30</u>
A	26,600	34,600	37,225
B	26,900	35,329	38,303
C	27,200	36,071	39,396
D	27,500	36,903	40,506
E	27,800	37,736	41,633
F	28,100	38,569	42,777
G	28,400	39,402	43,940
H	28,700	40,235	45,121
I	29,000	41,067	46,320
J	29,300	41,900	47,540
K	29,600	42,733	48,779
L	29,900	43,566	50,040
M	30,200	44,399	51,321
N	30,500	45,231	52,625
O	30,800	46,064	53,951
P	31,100	46,897	55,300
Q	31,400	47,730	56,673
R	31,700	48,563	58,071
S	32,000	49,396	59,494
T	32,300	49,820	60,944
U	32,600	50,244	62,420

APPENDIX A (9)

**SALARY SCHEDULE
2005-2006**

<u>LEVEL</u>	<u>BACHELORS</u>	<u>MASTERS</u>	<u>MASTERS + 30</u>
A	26,900	34,900	37,375
B	27,200	35,638	38,453
C	27,500	36,389	39,548
D	27,800	37,153	40,658
E	28,100	38,011	41,786
F	28,400	38,868	42,931
G	28,700	39,726	44,094
H	29,000	40,584	45,276
I	29,300	41,442	46,477
J	29,600	42,299	47,697
K	29,900	43,157	48,938
L	30,200	44,015	50,199
M	30,500	44,873	51,481
N	30,800	45,731	52,786
O	31,100	46,588	54,113
P	31,400	47,446	55,464
Q	31,700	48,304	56,838
R	32,000	49,162	58,237
S	32,300	50,020	59,661
T	32,600	50,877	61,112
U	32,900	51,314	62,589

APPENDIX A (10)

**SALARY SCHEDULE
2006-2007**

<u>LEVEL</u>	<u>BACHELORS</u>	<u>MASTERS</u>	<u>MASTERS + 30</u>
A	27,200	35,190	37,650
B	27,500	36,122	38,729
C	27,800	36,885	39,824
D	28,100	37,662	40,936
E	28,400	38,453	42,064
F	28,700	39,341	43,210
G	29,000	40,229	44,374
H	29,300	41,117	45,557
I	29,600	42,004	46,758
J	29,900	42,892	47,980
K	30,200	43,780	49,221
L	30,500	44,668	50,483
M	30,800	45,556	51,767
N	31,100	46,443	53,072
O	31,400	47,331	54,400
P	31,700	48,219	55,752
Q	32,000	49,107	57,127
R	32,300	49,995	58,528
S	32,600	50,882	59,953
T	32,900	51,770	61,405
U	33,200	52,658	62,883

APPENDIX A (11)

BERTELLE WORNHAM LONGEVITY INCREASE

The Board of Education provides a service increment for service in the District as follows:

Effective July 1, 2002

Beginning 16 years	\$1,300
Beginning 21 years	\$1,800
Beginning 26 years	\$2,300
Beginning 30 years	\$2,800

Payment for Extra-Curricular Activities

On or about September 1, the Business Manager shall publish a listing of certain approved activities to be chaperoned and the number of chaperones required. The opportunity to serve will be open to all teachers in the School District who desire to participate. Those who wish to take part must apply, in writing, to the Superintendent of Schools. Payment shall be made for duty as chaperone at scheduled band concerts, dances, football games and basketball games only.

Effective July 1, 2002, the extra-curricular supervisory rate will be \$35.00

Credit Hours

Graduate credits will be paid in blocks of six up to a maximum of BA+60 hours or MA+30 as provided for on salary schedule Appendix A(1)-(5). The adjustment will be made in September and February. Official college transcripts for hours earned must be sent to the Superintendent of Schools before any graduate hour pay adjustment will be granted.

Other Payment

Adult Education Coordinator shall receive a six hundred dollar (\$600) annual stipend pursuant to the side agreement between the parties dated October 12, 1994.

Salary Payment

1. Teachers shall be given a choice of twenty-one (21) or twenty-six (26) pay periods. On the last pay period in June, those on the twenty-six (26) pay period basis will receive in one lump sum, payment for the final five (5) pay periods.
2. A teacher having made his/her choice of twenty-one (21) or twenty-six (26) pay periods may not change his/her choice except by notice to the Business Office prior to July 1, or October 15, of the school year in which the change is to become effective.
3. The pay periods and payment dates will be announced one month after the school calendar is completed.
4. The District will provide the Association and its members with advance notice when a split is going to occur. Such split will take place only at the end of the year as per current practice.
5. Eligible employees move one (1) step in each year.

APPENDIX B

ACTIVITIES AND COACHING STIPENDS

<u>TITLES</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Athletic Director	5,256	5,374	5,495	5,618	5,745
Varsity Football	3,879	3,967	4,056	4,417	4,240
Varsity Basketball - B	3,879	3,967	4,056	4,417	4,240
Varsity Basketball - G	3,879	3,967	4,056	4,417	4,240
Varsity Baseball	3,254	3,327	3,402	3,478	3,556
J.V. Football	2,627	2,686	2,746	2,808	2,871
J.V. Basketball - B	2,627	2,686	2,746	2,808	2,871
J.V. Basketball - G	2,627	2,686	2,746	2,808	2,871
Assistant Varsity Football	2,627	2,686	2,746	2,808	2,871
Boys & Girls Cross Country	2,253	2,303	2,355	2,408	2,462
Track - Boys & Girls	2,253	2,303	2,355	2,408	2,462
J.V. Baseball	2,253	2,303	2,355	2,408	2,462
Assistant J.V. Football	2,253	2,303	2,355	2,408	2,462
Varsity Soccer	2,647	2,707	2,768	2,830	2,894
Varsity Softball	3,254	3,327	3,402	3,478	3,556
Varsity Volleyball	1,814	1,855	1,896	1,939	1,983
Varsity Tennis	1,876	1,919	1,962	2,006	2,051
Modified Basketball - B	1,876	1,919	1,962	2,006	2,051
Modified Basketball G	1,876	1,919	1,962	2,006	2,051
Modified Baseball	1,876	1,919	1,962	2,006	2,051
Modified Wrestling	1,876	1,919	1,962	2,006	2,051
Bowling	1,502	1,536	1,570	1,606	1,642
J.V. Softball	2,253	2,303	2,355	2,408	2,462
J.V. Volleyball	1,126	1,151	1,177	1,203	1,231
Cheerleading - Football	1,125	1,150	1,176	1,202	1,229
Cheerleading - Basketball	1,752	1,791	1,831	1,872	1,915
Sr. Intramurals	626	640	654	669	684
Jr. Intramurals	626	640	654	669	684

<u>TITLES</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Ramblurr	1,063	1,087	1,112	1,137	1,162
Yearbook	2,253	2,303	2,355	2,408	2,462
Treasurer	1,001	1,024	1,047	1,070	1,094
Vocal Music	751	767	785	802	820
Instrumental Music	875	895	915	936	957
Junior Class Advisor	1,126	1,151	1,177	1,203	1,231
Senior Class Advisor	1,126	1,151	1,177	1,203	1,231
Key Club	939	960	981	1,003	1,026
FBLA	751	767	785	802	820
Honor Society	1,001	1,024	1,047	1,070	1,094
Student Council	1,001	1,024	1,047	1,070	1,094
Computer Lab	875	895	915	936	957
Olympics of the Mind	688	704	719	736	752
Math Club	813	831	850	869	889
Language Club	751	767	785	802	820
Middle School	1,063	1,087	1,112	1,137	1,162
Drama	1,126	1,151	1,177	1,203	1,231
Creative Writing	751	767	785	802	820
Builders Club	751	767	785	802	820
Team Leaders	1,502	1,536	1,570	1,606	1,642
SADD Coordinator	813	831	850	869	889
Instrumental Music: Elementary	875	895	915	936	957
Vocal Music: Elementary	751	767	785	802	820
Yearbook: Elementary	1,023	1,046	1,069	1,093	1,118
Drama: Elementary	1,126	1,151	1,177	1,203	1,231
5 th Grade Intramurals	626	640	654	669	684
SLT Members/Per Team	511	523	535	547	559
SR. Seminar	511	523	535	547	559
JR. Seminar	511	523	535	547	559
Freshman Class Advisor	1,126	1,151	1,177	1,203	1,231
Sophomore Class Advisor	1,126	1,151	1,177	1,203	1,231

All calculations are rounded to the nearest whole number

Physical Education Teachers Coaching Assignments

All physical education teachers hired after July 1, 1987, may be required to coach at least one (1) sport. Coaching shall be compensated as per the coaching stipend list.

APPENDIX C

RENSSELAER CITY SCHOOL DISTRICT

OBSERVATION - EVALUATION REPORT

Teacher's Name _____ Subject or Grade Level _____

Observed by _____ Date _____

Observer-Evaluator Signature _____

Teacher's Signature _____ Date _____

(Teacher's signature does not necessarily denote agreement with all factors of the evaluation, but merely that s/he is aware of its content. At the teacher's option, a written response may be appended hereto.)

Please complete in triplicate (1 copy for: Teacher, Administrative Center Personnel File and Building Administrator and/or Principal).

GRIEVANCE FORM
SEE AGREEMENT FOR PROCEDURE
Must Be Typed or Computer Generated

DATE _____ GRIEVANCE STEP 1 2 3 4
(Circle One)

SUBMITTED BY AGGRIEVED PERSON/S: _____

BUILDING _____ SUBJECT OR GRADE _____

NATURE OF GRIEVANCE: (COMPLETE) CONTRACT _____ (OR) COMPLAINT _____

REDRESS SOUGHT:

SIGNED _____	SIGNED _____
Aggrieved Person or Persons	For the Association Building Representative (Optional)

BOARD OR ADMINISTRATION REPLY:

DATE _____ SIGNED _____
FOR THE ADMINISTRATION

Fill out in quadruplicate and distribute to:

1. Building Administrator
2. Building Administrator - to be returned to aggrieved party
3. Grievance Committee Representative if s/he is a party in interest
4. Superintendent

If more space is needed, attach extra sheets.

GRIEVANCE APPEAL FORM

AGGRIEVED PERSON/S: _____ DATE _____

BUILDING REPRESENTATIVE _____

APPEAL FROM DECISION AT STEP 1 2 3 4
(CIRCLE ONE)

I WISH TO APPEAL THE DECISION MADE BY _____

ON _____ RELATIVE TO THE ATTACHED GRIEVANCE.
DATE

SIGNED _____
AGGRIEVED PERSON

REASON FOR APPEAL: _____

SIDE LETTER OF UNDERSTANDING FLEXIBLE SCHEDULING

District Flexible Scheduling Language

Title I and Physical Education teachers may arrange with the Building Administrator a flexible time schedule that starts and ends at times different from other teachers provided that such flexible time does not increase the Title I and Physical Education teachers' work day unless there is mutual agreement to do so.

Wording from the Memorandum of Agreement

The parties agree to a side letter to reflect the District flexible scheduling proposal for Title I and Physical Education teachers. It is agreed that this proposal would be implemented on a experimental basis for two years (1997-8, 1998-9) and may only be extended by mutual agreement between the District and RTA. It is understood that the flexible scheduling must be mutually agreed upon between the teacher and the administrator and is subject to the approval/review by the RTA and the superintendent. It is further understood that this agreement is not intended to set any precedent or to impact the practice or provisions of the collective bargaining agreement with regard to the length of the teacher work day, work year or any other provisions of the contract.

**SIDE LETTER OF UNDERSTANDING
SCHOOL DAY COMMITTEE**

The Rensselaer Teachers Association agrees that a committee of faculty, staff and district appointees will investigate how effectively time is allocated during the school day. The district will support out of district school visitations as deemed reasonable by this committee.

The Committee shall submit its findings and/or recommendations to the Superintendent by April 1, 2003.

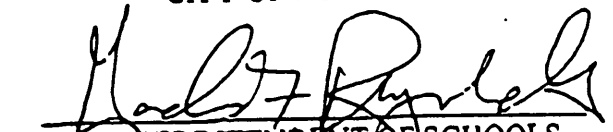
The Rensselaer Teachers Association's commitment to this committee does not extend beyond April 2003, unless a mutual agreement is reached to extend.

SIDE LETTER OF UNDERSTANDING SUMMATIVE EVALUATION

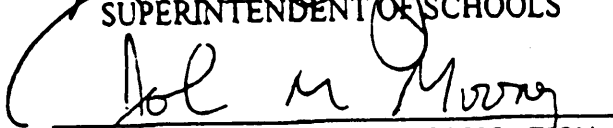
The Rensselaer Teachers Association and the District agree to jointly develop a summative evaluation form appropriate to the Rensselaer City School District. This form is to be completed by February 2003. The Rensselaer Teachers Association is charged with gathering sample language and/or evaluation forms from the New York State United Teachers database. The Rensselaer Teachers Association will be represented by the present negotiating team. The district shall notify the Rensselaer Teachers Association as to its committee representative(s).

IN WITNESS WHEREOF, the parties hereto, the Superintendent of Schools and the President of the Board of Education, for the City School District of the City of Rensselaer, and the President of the Rensselaer Teachers Association, have hereunto affixed their names and seals.


RENSSELAER CITY SCHOOL DISTRICT
OF THE
CITY OF RENSSELAER



SUPERINTENDENT OF SCHOOLS




PRESIDENT - BOARD OF EDUCATION



DISTRICT CLERK

CITY SCHOOL DISTRICT OF THE CITY OF RENSSELAER

RENSSELAER TEACHERS ASSOCIATION



PRESIDENT

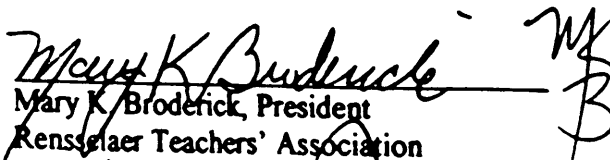
RENSSELAER TEACHERS ASSOCIATION

October 8, 2002
DATE

**SIDE LETTER OF UNDERSTANDING
TYPOGRAPHICAL ERRORS**

The Rensselaer City School District and the Rensselaer Teachers' Association agree to the following changes in the bargaining agreement 2002/2007.

- Typographic error on page 45
 - stipends for Varsity Football, Varsity Basketball (B) and Varsity Basketball (G) for the 2005-2006 and the 2006-2007 school years will be reversed.
- Typographic error on page 38
 - Salary Schedule for the 2002/03 should be 56,419 for level Q on the MASTERS + 30 column.

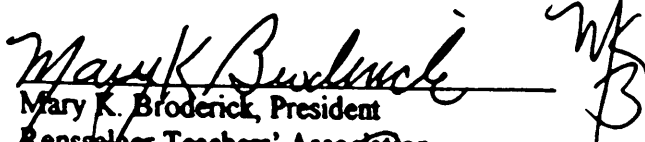

Mary K. Broderick, President
Rensselaer Teachers' Association

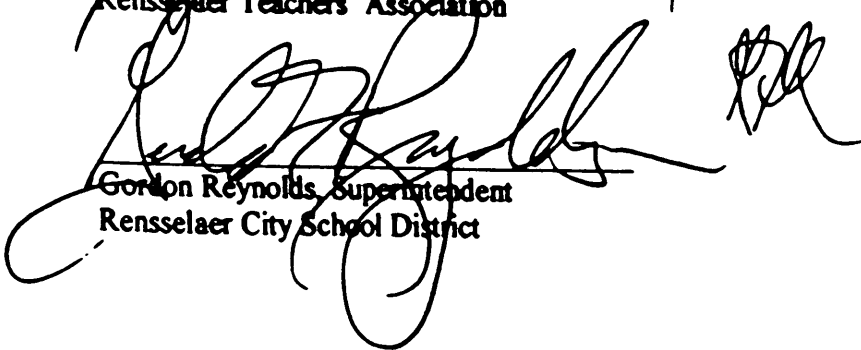

Gordon Reynolds, Superintendent
Rensselaer City School District

**SIDE LETTER OF UNDERSTANDING
COACHING POSITION**

The Rensselaer City School District and the Rensselaer Teachers' Association agree to the following changes in the bargaining agreement 2002/2007 for the duration of the contract.

- The position of Boys & Girls Track (page 45) will be changed to Boys Track. The stipend will reflect the same amount as quoted for Boys/Girls track.
- The position of Boys & Girls Cross Country (page 45) will be changed to Girls Track. The stipend will reflect the same amount as quoted for Boy/Girls track.


Mary K. Broderick, President
Rensselaer Teachers' Association


Gordon Reynolds, Superintendent
Rensselaer City School District

copy: RADUENS



New York State United Teachers
Benefit Trust
800 Troy-Schenectady Road
Latham, NY 12110-2455

(518) 213-6000
(800) 626-8101
FAX (518) 213-6413

Certificate of Participation
New York State United Teachers
Benefit Trust Fund
Vision Care Plan

The Rensselaer City School District (the "Employer") hereby elects to participate in the Vision Care Plan made available by the NEW YORK STATE UNITED TEACHERS Benefit Trust Fund ("Benefits Plan") to public sector employees. The Benefits Plan provides certain vision care benefits through Davis Vision pursuant to a Vision Care Plan. The type of Vision Care Plan chosen by the Employer is described on Schedule "A" which is attached hereto and made a part hereof.

Under certain collective bargaining agreements, the Employer will make payments for vision care benefits coverage for those employees who are members of NYSUT Locals and for certain other public sector employees for whom the Employer wishes to provide vision coverage. The Employer desires to have its employees covered for vision care benefits in accordance with the terms and conditions of the Benefits Plan's Vision Care Plan.

Trustees of NYSUT
Benefit Trust

Chairperson
Walter E. Dunn, Jr.
NYSUT Second VP

Secretary
Louis Stollar
UN. College Empls. of FIT

Alan B. Lubin
NYSUT Executive VP

Katherine A. McKenna
Syracuse TA

Abraham Ruda
UFT

Roderick P. Sherman
Plattsburgh TA

Gary Terwilliger
Lockport EA

Ivan Tiger
NYSUT Sec-Treasurer

Dennis Tracey
N. Rockland TA

Dan Frasca
Exec. Dir. of Finance & Admin.

Lynette A. Metz
Director of Member Benefits

The Employer agrees that all necessary contributions will be made promptly to the Benefits Plan for vision care benefits in accordance with the terms of the Vision Care Plan, as may be amended hereafter upon written notice to the Employer.

In the event the Employer is no longer a party to a collective bargaining agreement with the NYSUT Local, the public sector employees' participation in the Benefits Plan will terminate unless a special arrangement is made with the Benefits Plan. Further, the Benefits Plan may terminate this Certificate of Participation by giving sixty (60) days prior written notice to the Employer at its principal places of business and the Employer may terminate with sixty (60) day prior written notice but only at the end of the current benefit period as indicated on schedule "A", and each benefit period renewal date thereafter. In the event of such termination by the Benefits Plan, either the NYSUT Benefit Trust or the Rensselaer Teachers Association may notify the employer of a new vision care plan for which those payments required under Section 7, page 21 of the current collective bargaining agreement shall be made by the Employer. Until either party notifies the Employer of such new vision plan, The Employer shall be relieved of its obligation to make such payments required in Section 7, page 21 of the current collective bargaining agreement. Following the effective date of the termination, the public sector employees covered through the Employer shall receive no further benefits from the Benefits Plan. However, any benefits to which employees are entitled prior to the date of termination, and which are unpaid at the time of termination, will be paid to the public sector employees so long as services are obtained and claims are received by the Benefits Plan within the 45 day time period within which the authorization is valid as required by the terms of the Vision Care Plan. The Employer shall not be entitled to a return of any contributions or of any Benefits Plan assets.



(Certificate of Participation-Continued)

This Certificate of Participation shall be applicable to the individual employees as well as to the Employer.

NYSUT Benefit Trust Fund

BY:

Lynette A Metz

DATE:

11/11/02

Rensselaer City School District

BY:

[Signature]

DATE:

11/05/02

APPROVED AND ACKNOWLEDGED
Rensselaer Teachers Association

BY:

May K Boudreau

DATE:

11/14/02