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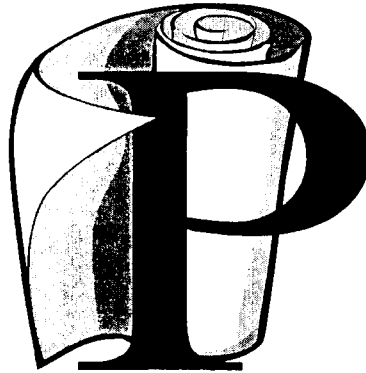
Agreement

between

**Pulaski Academy and Central School
District**

and the

Pulaski Teachers' Association



July 1, 2005 - June 30, 2008

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DEC 19 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

In order to encourage and increase effective and harmonious working relations through mutual understanding, cooperation and effective communications between the Pulaski Central School District (hereinafter referred to as the "District") and its professional employees represented by the Pulaski Teachers' Association (hereinafter referred to as the "Association"), this agreement is entered into by the District and the Association.

ARTICLE 1

Mission

Prepare all students for a constantly changing future by providing the highest quality education in partnership with their parents, staff and community.

ARTICLE 2

Recognition

The District hereby recognizes the Association as the official negotiating agent for all full-time teachers and psychologists employed by the District, and for certified teaching interns and certified part-time teachers solely in the employ of Pulaski Central School District. (This recognition shall be continuous for the maximum periods allowed by law.)

ARTICLE 3

Principles

Section 1:

Right to join or not join. It is further recognized that teachers have the right to join, or not join the Association, but membership shall not be prerequisite for employment or continuation of employment for any certified teaching employees.

Section 2:

Rights of Minorities and Individuals: The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this Agreement.

Section 3:

If a conference is to be of a disciplinary or dismissal nature, a teacher shall have the right to have an Association representative present at any such conference with any District administrator.

ARTICLE 4

Teaching Conditions

Section 1: Teaching Assignments

- A. The normal assignment for each elementary teacher in grades Pre-K – 6 shall be a self-contained class section of elementary students.
- B. 1. **Traditional Schedule**
The assignment of all teachers in grades 7 – 12 including teachers of special classes shall include at least one duty free preparation period each day.
2. **Block Schedule**
Full time teachers with three (3) or more preparations will have one (1) block of planning time daily. Full time teachers teaching six (6) classes with less than three (3) preparations will have three and one-half (3 1/2) blocks of planning time during a four (4) day cycle.
- C. 1. All teachers Pre-K – 6 will be provided a duty free 30-minute lunch period. Additionally, a 40-minute preparation period each day will be provided.
2. Pre-K – 6 bargaining unit members will have eight (8) half days per year for grade level planning. Three (3) of the said half days will be scheduled on the final three consecutive days of K-5 student attendance exclusive of any emergency closing day give backs.
- D. The normal preparation requirement for teachers in grades 7 – 12 shall be three subject matter preparations. Consideration toward no study hall assignments shall be seriously taken into account in cases where exceptions may arise. When a teacher is involved in the planning and consents to the additional preparations, exception to the normal requirement may be considered.
- E. A teacher teaching laboratory classes in science involving student participation shall have the equivalent of one additional duty free period for laboratory preparation as scheduling permits.
- F. The administration will attempt to keep class size and teaching load within reasonable limits as described by the State Education Department as being good educational practice.
- G. Where teachers are assigned courses different from the previous year's schedule, teachers concerned shall be notified of the change by July 15 of each year unless unforeseen developments arise. If such unforeseen developments arise after July 15, notification of assignment change will be made as soon as possible. In the case involving unforeseen developments, the building principal shall have a conference with the teacher so affected, and if the teacher desires, an Association Representative will be present. Such conference shall take place when practicable prior to any change in a teacher's assignment.

ARTICLE 4 (continued)

- H. Teachers will be free to leave their buildings during their assigned free lunch period.
- I. The President of the Pulaski Teachers' Association will have additional preparation time available after 9:00 A.M. if he/she is in the high school; no lunch duties if he/she is in the elementary school. The Association will notify the District of the incoming President by June 1 in order to assist in scheduling.
- J. Those teachers responsible for IEPs will be allowed three half days to prepare them. A teaching assistant will be assigned to the room in consultation with the building principal.
- K. All guidance counselors will work ten (10) additional days beyond the regularly scheduled number of contract days unless mutually agreed otherwise. Use of these days will be decided upon by mutual discussion between the counselor and the administration. However, it is understood that five (5) days shall be scheduled immediately preceding the opening of school in September at the secondary level unless mutually agreed otherwise. It is agreed that elementary school counselors may be assigned to the secondary level. The counselor(s) will be reimbursed at 1/200th of the salary per day.

Section 2: Hours of Employment

The professional day will be seven (7) hours and twenty (20) minutes.

On any day that an emergency occurs, teachers are to remain with their class until they are relieved of their responsibilities by the principal.

Times will be set in consultation with the teachers at the building level by June 1.

Section 3: Staff Calendar

The teacher work year will commence on the day following Labor Day and will continue through June 30. The work year will include 180 days of scheduled pupil instruction, one orientation day and one staff development day for a total of 182 days. The district may schedule additional staff development days within the 180 days of pupil instruction according to pupil attendance regulations. By April 1, in consultation with the Association President, any emergency closing days scheduled but not utilized will become days of no attendance scheduled at the district's discretion.

Section 4: Lesson Plan

- A. Lesson plans will be subject to examination, criticism, and approval by principals and/or department chairpersons.
- B. Current lesson plans will be kept in the plan books as provided by the District or in a suitable plan book agreed upon by the teacher and principal or department chair.

ARTICLE 4 (continued)

- C. Student grades are to be recorded in the plan book or in a suitable class register.
- D. Plan books and student grade records for the year may be requested to be turned in to the principal at the end of the school year or upon the separation of the teacher. The teacher may request the return of these records.

Section 5: Extra-curricular Activities

- A. Teachers will be expected to perform non-teaching duties necessary to the orderly operation of the total educational program. However, assignment to non-teaching duties without compensation will be limited to the regular school day.
- B. Teachers may volunteer to be a coach or an advisor of extra-curricular activities. All extra-curricular assignments will be posted in both buildings one month before recommendations are due for the position. If no volunteers are available, the District may consider applicants from outside the bargaining unit. These assignments will be made according to state requirements in areas where requirements are stipulated. All assignments made by the District will be done on an annual basis.
- C. Assignment of personnel for supervision of school sponsored events outside the regular school day will be the responsibility of the Teachers' Association. Assignment will be made from volunteers where possible. It will be the responsibility of the teacher assigned to perform the duties of the assignment or to arrange for another teacher to fulfill the assignment. A calendar of events requiring supervision during the school year will be provided by the Administration by October 1. A listing of those assigned supervision will normally be provided by the Association to the principal concerned at least one week prior to the event. If it becomes necessary to schedule additional events during the year, notice will normally be given to the Association at least one month in advance of the event.
- D. Compensation for duties outside the regular school day will be determined on the basis of the Extra Compensation Schedule B included in this Agreement.

Section 6: Teacher Transfer

A teacher may request a transfer from one grade level or subject matter to another at any time by submitting the request in writing to the Superintendent. Positions will be filled so as to best meet the needs of the total educational program. Seniority will be given preference where all other qualifications have been determined equal.

The District will post all bargaining unit and administrative openings as they occur on the office and faculty boards in each school. The notices shall indicate:

ARTICLE 4 (continued)

- a. description of opening(s)
- b. necessary qualifications
- c. time limit to apply

Teachers applying for such openings shall submit a written application to the Superintendent.

When the appointment has been made, the District shall give written notice to the applicants within one (1) week.

Section 7: Teacher Assistance

Assistance will be provided for teachers in clerical tasks, playground supervision, study hall supervision subject to financial limitations. Para-professionals will not be used as teachers.

Section 8: Student Teachers

Student teachers from the various teacher training institutions may be assigned to cooperating teachers at Pulaski Academy & Central School who have agreed to work with the student teacher and within the requirements established by the teacher training institution. The assignment of student teachers will be made by the building principal.

Section 9: Discipline

- A. A teacher may request, in writing, a conference with the principal for the purpose of providing more positive action in more serious discipline cases. Such a conference would require the presence of the teacher, the high school or elementary school principal and any other persons the teacher and/or principal deem necessary. The written request will cite the circumstances involved.
- B. Teachers are responsible for student supervision. The Board provides liability protection, but teachers must be aware of their responsibilities. Dereliction of these responsibilities leaves the teacher vulnerable in a legal sense.
- C. Supervisory assignments shall be clearly defined by the appropriate principal. It shall be the responsibility of the teacher to seek clarification of the teacher's duties where any question exists.

ARTICLE 4 (continued)

Section 10: Testing

Where feasible, cooperative efforts of the teachers, department heads and principals will be utilized in completing testing schedules. Test scheduling will be primarily concerned with the students' best interests.

Section 11:

The District and the Association agree to maintain a joint Health and Safety Committee/Safe Schools Committee.

ARTICLE 5

Grievance Procedure

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section 1: Definitions

A grievance is a claim that there has been a violation or inequitable application of this Agreement, or a written rule or written policy of the District that adversely effects the terms and conditions of employment of members of the bargaining unit that is filed in writing within forty-five (45) school days of the time the teacher knew or should have known of the act or condition on which the claim is based.

Section 2: Procedures

- A. All grievances shall include the following information:
1. The identity of the provision of this Agreement, rules or policies involved in the said grievance;
 2. The time when and the place where the alleged events or conditions existed, if known;
 3. And a general statement of the nature of the grievance, and
 4. The remedy sought.

ARTICLE 5, Sect. 2 (continued)

- B.** All appeals and decisions shall be in writing and shall be promptly transmitted to the aggrieved, the Association and the District.
- C.** If a grievance is associated with system-wide policies, it may be submitted by the Association directly at Stage 2. The Association would be a party to any grievance beyond Stage 1 and it would have the right of representation at all hearings. Only the Association would have the right to carry an appeal beyond Stage 1.
- D.** The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students.
- E.** The parties agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- F.** At any grievance hearing each party has a right to representation and to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his/her own behalf.

Section 3: Grievance Process

Stage 1: Building Principal

A party having a grievance will discuss it with the Building Principal with the objective of resolving the matter informally. If no consensus is reached, the grievance shall be submitted in writing by the Association to the Building Principal who will decide the grievance in writing and transmit the decision to the aggrieved and the Association within five (5) school days of the receipt of the written grievance.

Stage 2: Superintendent

- (1.) Any appeal of the Stage 1 decision must be submitted in writing to the Superintendent within ten (10) school days of the Stage 1 decision.
- (2.) The Superintendent will schedule a hearing and render a decision within fifteen (15) school days of receipt of the appeal.

Stage 3: Board of Education

- (1.) Any appeal of the Stage 2 decision must be submitted by the Association to the Board of Education within ten (10) school days of the receipt of the Stage 2 decision.

ARTICLE 5, Sect. 3 (continued)

- (2.) Upon receipt of the Stage 2 appeal, the Board of Education, at its next regular meeting, will schedule a hearing and will render a decision within fifteen (15) school days following such hearing.

Stage 4: Arbitration

- (1.) Any appeal of the Stage 3 decision must be submitted by the Association to the American Arbitration Association (copy to the Superintendent) for arbitration in accordance with its Voluntary Labor Arbitration Rules within fifteen (15) school days of its receipt of the Stage 3 decision.
- (2.) Arbitration shall only involve claimed violations of expressed provisions of this Agreement and shall not be contrary to law, Commissioner's Regulations, or policies of the Board of Regents.
- (3.) The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.
- (4.) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- (5.) The decision of the arbitrator shall be final and binding upon all parties.
- (6.) The costs for the services of the arbitrator will be borne equally by both parties.

Section 4: Time Limits

- A. Any decision is binding upon the parties unless it is appealed to the next stage within the contractually specified time limits.
- B. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allocated had the decision been communicated by the final day.
- C. When a grievance arises late in the school year, the parties will attempt to agree on shorter time limitations, or where possible, time limits that would permit the grievance to be processed over the vacation period, in an effort to resolve the grievance as quickly as possible.
- D. Time limits may be extended by written mutual agreement between the parties.

ARTICLE 6

Fringe Benefits

Section 1: Sick Leave

- A.** Twelve (12) days of sick leave at full pay shall be granted each full-time teacher each year. The unused days of sick leave shall accumulate to a total of two hundred thirty (230) days.
- B.** The days of sick leave earned in any year shall be earned upon the completion of one day's service in that year for any full-time teacher.
- C.** A day or 1/2 day of sick leave shall be defined as a day or 1/2 day of absence of the teacher caused by personal illness for a personal medical reason or emergency dental care which cannot be scheduled outside of the school day.
- D.** Seven (7) days of sick leave may be used in the event of sickness or death in the immediate family. Requests for this leave must be submitted on the required form to insure better record keeping procedures. These seven (7) days, if used, will be deducted from accumulated sick leave. A District wide family sick leave form has been adopted by the District as of July 1, 1984.

Requests may be made for additional use of sick days beyond the seven (7) days for family purposes. These will be granted at the discretion of the Superintendent of Schools.

- E.** Should a teacher become aware of a future period of temporary disability due to scheduled surgery, pregnancy or other health problems, the Superintendent shall be notified at the earliest known date and shall be furnished, in writing, the teacher's and teacher's physician's best estimate as to the beginning and termination of the period of disability.
- F.** The teacher may request, and the District shall grant, sick leave payment up to maximum accumulation for the period in which the teacher is certified by the teacher's physician as being disabled and unable to work.

A teacher who is sick ten (10) consecutive work days must present a physician's statement describing the illness.

- G.** If absence from school is due to injuries sustained in the course of disciplining or from an unprovoked attack, the teacher will not lose accumulated sick leave.
- H.** Teachers coming to this district from another school district will receive credit for sick leave accrued in the other district. Credit will be on a basis of one day credit for each two days of sick leave accrued in another district up to a maximum of thirty (30) days.

ARTICLE 6 (continued)

Section 2: Personal Leave

- A. Each full-time teacher shall be entitled to up to four (4) days of personal leave at full pay each school year. Part-time teachers will receive personal leave days on a prorated (based on 4 days) basis in accordance with their normal work schedule. Personal leave not used during the school year shall be applied toward accumulative sick leave.
- B. Whenever possible, requests will be made at least 48 hours in advance of the requested leave by submitting a Personal Leave Request Form to the Building Principal, who will approve or disapprove the request.
- C. Teachers will be entitled to use one of their four personal days with no justification required. Two working days notice to the building principal is necessary.
- D. Personal Days other than (C) may not be used for:
 - (1.) extension of vacation period;
 - (2.) job interview;
 - (3.) recreation; or
 - (4.) working for another employer
- E. In the event of a situation arising over which the teacher has no control or discretion, i.e., it is unlawful to travel to the workplace by order of a government authority, the necessary leave will be granted without being charged against the teacher's accumulated leave categories. The principal of the building would be called directly.

Should a situation arise not covered under any other provision of the contract, where the teacher feels the charging of personal leave would be inappropriate, the superintendent will have discretion as to whether or not personal leave should be charged the teacher.
- F. Periodically, not more than once per month, the Association may request a list of personal leave days granted and the dates thereof.

Section 3: Sabbatical Leave

- A. Sabbatical leave shall be granted to no more than two (2) bargaining unit members in any school year.

ARTICLE 6, Section 3 (continued)

- B.** Sabbatical leave shall be granted only to tenured professional staff members who have completed seven (7) or more years of service in the Pulaski Academy and Central Schools, or to part-time employees who have completed the full-time equivalent of the seven (7) years. No person will be eligible for more than one sabbatical leave during any seven (7) year period.
- C.** Sabbatical leaves shall be granted for a full year's leave at half pay or for one-half year at full pay. Such recipient shall be paid at the regular pay periods during the year without restrictions on grants or fellowship awards.
- D.** Comprehensive statements outlining the plans of the petitioners for the period of the Sabbatical Leave must be submitted to the Superintendent of Schools no later than February 1. The Superintendent will present the application and comprehensive statement to the Board of Education with his recommendation for approval or disapproval of the Leave request within 30 days of its receipt. The Board will notify the applicant within five (5) days after its decision has been made.
- E.** In any year if there are more applications than there are available openings, the awards will be made on the basis of overall merit of the program. In the event two applications present programs of equal merit, the applicant having the greater seniority in the Pulaski Academy and Central School will receive the award.
- F.** Sabbatical leave shall count as one year of service for the purpose of retirement, salary schedule, and seniority. Contributions by the Board of health insurance, retirement, and other fringe benefits shall continue without interruption during the leave, with the exception of sick leave which shall not be earned while the employee is on sabbatical leave.
- G.** A professional employee who takes a sabbatical leave shall not voluntarily terminate his/her employment in the Pulaski Academy and Central School for a two (2) year period following the expiration of such leave. Professional personnel on leave will sign a written agreement to return to the Pulaski District for a period of two (2) years following the expiration date of the Sabbatical Leave. It is further understood and agreed that if the teacher, having been granted Sabbatical Leave, does not return to her/his teaching position in the system (except in the case of death of the individual or where the Board waives the requirement for reason of unusual circumstance) she/he shall be liable to repay the District all salary paid by the District while on such leave. If having returned from leave the teacher leaves the employment of the District of her/his volition, he/she shall repay the District on a pro-rata basis, for each day of the unfulfilled two (2) year period.
- H.** Applications which are denied by reasons of an excess of 2 in Paragraph A. prescribed above shall be given preference if resubmitted the following year.

ARTICLE 6, Section 3 (continued)

- I. Teachers on return to the District will be available for inservice and other areas of service related to their leave during the regularly scheduled teacher work day.

Section 4: Child Bearing or Child Rearing Leave

- A. The District will grant an unpaid leave of absence for child bearing or child rearing purposes for a period not to exceed two (2) years.
- B. The teacher shall request the leave in writing to the Superintendent at the earliest possible time. The request must contain the date the leave is to commence and also the anticipated termination date of the leave.
- C. The termination date of the leave shall coincide with the commencement of a school semester. Teachers on such leave shall confirm to the district their intention to return to school at least three (3) school months prior to the expiration of the leave.
- D. A teacher may request to return to work at an earlier date, but the decision of approving the earlier return shall rest exclusively with the Superintendent.
- E. A teacher on child bearing or child rearing leave shall suffer no loss of accrued service credit, nor shall there be any service credit earned while on leave.

Section 5: Leave for Extended Illness

- A. A tenured teacher who incurs a long-term illness or disability shall be granted a leave of absence without pay for up to two (2) years for the duration of the illness or disability.
- B. A non-tenured teacher who incurs a long-term illness or disability may be granted a leave of absence without pay for the duration of the illness or disability.
- C. The restrictions and requirements for the leave shall be the same as for a child bearing or child rearing leave.

Section 6: Payroll Deductions

A. Tax Sheltered Annuities

The Board of Education will provide the opportunity for members of the bargaining unit to participate in a tax sheltered annuity or NYSUT Benefit Trust Program. All monies deducted from each payroll period will be forwarded to the appropriate receiver within one week of the deduction.

ARTICLE 6 (continued)

B. Credit Union

The Board of Education will provide the opportunity for bargaining unit members to participate in the Credit Union. The District Office shall be notified in writing no later than five (5) work days prior to the first payday in October and/or five (5) work days prior to the first pay day in February of the amount to be deducted. New employees who choose this option shall notify the District in writing of the amount to be deducted within thirty (30) days of the beginning of his/her employment.

C. VOTE-COPE

Bargaining unit members may contribute to NYSUT's VOTE-COPE via payroll deductions.

D. Legal Program

The district will at the request of a teacher deduct premiums for a legal program at no cost to the District.

Section 7: Dues Deduction

- A.** The Board of Education agrees to deduct dues from the salaries of members of the Pulaski Teachers' Association as individually authorized by a signed dues deduction card. Such card must be filed with the District Office no later than five (5) work days before the first payday in October or within 10 school days after the member begins work in the District. Once filed, the authorization will remain in effect during the period of time the employee is in the employ of the District unless revised or withdrawn in writing.
- B.** The Association is to notify the District Office in writing no later than five (5) work days before the first payday in October each year of the amount of dues to be deducted.
- C.** The District will deduct such dues from paychecks of authorizing personnel in all months of the school year and transmit to the Association the amount collected by check drawn to the Association no later than the end of each month. An Association member may choose either a half (1/2) year or a full year of deductions.
- D.** Effective September 1, 1986, the District shall deduct from the salary of each bargaining unit member who is not a member of the Association a monthly service fee each month as a contribution toward the negotiation and administration of the agreement and the representation for such employee.

The service charge which shall be payable and forwarded to the Association will be deducted in accordance with the current dues deduction procedures and shall be an amount equal to the Association's regular monthly dues. However, agency fee paying members are entitled (upon written request) to refunds for expenses for activities or causes of a political or

ARTICLE 6 (continued)

ideological nature only incidentally related to terms and conditions of employment. Agency fee deductions shall not be deducted from non-bargaining unit members who perform “additional employment as may be made available by the District in the areas covered by this Agreement which are normal extensions by the teaching process.”

Section 8: Discretionary Leave of Absence

At the discretion of the Board of Education an extended leave of absence, without pay, may be granted. The Association recognizes the fact that under normal circumstances teachers have an obligation to the District to fulfill their commitment for the school year. The following procedures shall apply to such leave:

- A. The teacher requesting leave must file a written request to the building principal at least forty-five (45) days prior to the desired date of commencement.
- B. The written request must state the reason for the leave and the desired length.
- C. The request will then be forwarded to the Superintendent and the Board for final action.
- D. In exercising its discretion the Board will consider such factors as the operational needs of the District and the benefits to be derived by the District and the individual teacher from such leave.
- E. The Board has the discretion to award or deny the leave, and when awarded, the Board and the teacher will mutually agree as to the terms of the leave such as length and status of fringe benefits during the leave. If there is no mutual agreement, the teacher shall have the right to withdraw the request for the leave. Health insurance may be continued during the leave, but the total cost must be borne by the teacher.
- F. There will be no loss of accrued service credit as a result of the leave; neither shall there be an accrual of additional service credits during the leave.
- G. Denials of discretionary leave shall not be subject to the grievance provisions of this Agreement.
- H. A teacher on such leave shall confirm in writing to the District his/her intention to return to his/her job at least three (3) months (by April 1) prior to the end of the school year or in the case of a leave terminating during the year at least three (3) months prior to the termination date.

Section 9: Sick Leave Bank

There shall be established a sick leave bank effective April 1, 1977. This bank shall be open to all members of the bargaining unit. This bank shall be administered by a committee of two (2) Association members appointed by the President of the Pulaski Teachers' Association and two (2)

ARTICLE 6, Sect. 9 (continued)

District Administrators appointed by the Superintendent. This committee shall review and pass upon applications for additional sick leave days submitted by members of the bargaining unit. In the event the committee is unable to decide upon the validity of a particular issue, the committee members shall agree upon a fifth neutral party, to decide the issue. The decision shall be binding upon all concerned parties.

The intention of the sick leave bank is to protect the teacher from financial burden due to major illness or surgery.

For the purposes of this section, the term major illness or injury shall be defined as one which is generally regarded as such by those in the medical profession.

Each member of the professional teaching staff shall have the opportunity to elect to participate in the sick leave bank by filing a signed authorization statement no later than October 1 of each year. A teacher who begins teaching after the opening of school will have 30 days from the beginning date of employment in which to sign such authorization.

Each teacher who elects to participate in the sick leave bank shall contribute two days of accrued sick leave during his/her first year of participation. In subsequent years of participation, a teacher shall contribute one additional day whenever the sick bank is depleted to seventy-five (75) days or less. This new contribution will be borne equally by all participating sick bank members. Whenever contributions of one sick day from each of the participants would result in accumulating in excess of 195 days, only new participants will contribute. If during the school year the contribution from all other participants would not result in exceeding 195 days, each such participating teacher shall contribute one day. The number of accumulated days in the sick leave bank shall not exceed 195, except at the commencement of the sick leave bank or as a result of contributions made by new members or retirees.

A person will be able to withdraw days from the bank when his/her accumulated sick leave has been reduced as follows:

- (1.) If a person has 60 days or more accumulated, then that person will begin use of the bank when he/she has 30 accumulated days remaining.
- (2.) If a person has between 30 and 59 days accumulated, then that person will use 30 of these days and then begin use of the bank.
- (3.) If a person has less than 30 days accumulated, that person will use all of these days plus days of "absence without pay" to total 30 days before beginning use of the bank.

Prior to, or not later than concurrent with the submission of the application for additional sick leave, the teacher shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation on the appropriate form.

ARTICLE 6, Sect. 9 (continued)

An additional form stating the number of accumulated days, the number of days used prior to request and the number of sick days requested will also be required. A teacher may request up to 180 days per illness. Necessary additional days up to the maximum total of 180 may be requested when the original request is for less than 180 days.

Persons withdrawing from the bank or leaving the system must leave contributed days in the bank. Upon retirement, bargaining unit members shall be eligible to contribute accumulated sick leave to the sick leave bank.

Situations regarding the use of the bank will be handled at the discretion of the Sick Leave Bank Committee and the Committee's decisions shall be final, binding, and not subject to the Grievance Procedure set forth in this agreement.

Section 10: Retirement Award

Retirees are eligible for a retirement award under the following conditions:

- A. Retirees must have at retirement at least 15 years of credit service according to the New York State Retirement System in the Pulaski Central School District.
- B. A letter of retirement must be received from the retirees at least ninety (90) days prior to the retirement date. The Superintendent may waive this requirement upon written request.
- C. The award is to be paid to a 403(b) plan(s) of the retiree's choice as per Appendix A.
- D. In order to qualify, in addition to the above, a retiree may not have been discharged under provision 3020-a of the Education Law of New York State.
- E. The retirement award will be computed as follows:

.0125 times the final average salary as determined by the N.Y.S.T.R.S.
times the number of years of service in the Pulaski Central School District
(see Paragraph A above). (e.g.) $.0125 \times \$40,000 \times 20 = \$10,000$

ARTICLE 7

Professional Improvement

Section 1: Academic Freedom

Teachers will follow local and state curriculum. Any controversial subject area must be carefully planned and discussed with the teacher's immediate supervisor. Once approval has been received, the teacher will have the support of the immediate supervisor and administration.

Section 2: Curriculum Development

The development and on-going assessment of the educational program is of foremost importance to the district and the professional staff. Therefore both the District and the Association will cooperate through varied mechanisms to communicate, seek input and plan outcomes.

The District Advisory Council, composed of district and association appointees, has specific responsibilities in matters of staff development, curriculum development and teacher observation/evaluation. The School Improvement Plan is a responsibility of the District Advisory Council and will be reviewed annually.

The President of the Association and the Superintendent will jointly chair the council.

The District Advisory Council may present proposals for change through the Superintendent to the Board of Education for consideration.

Section 3: Professional Involvement

- A. Teachers in the school system may be granted permission and the expenses of registration, meals, lodging, and mileage to attend professional conference(s) during the school year. The number of persons to attend any conference will be determined by the Superintendent upon the recommendation of the Building Principal with consideration of the value of the conference to the local instructional program, the availability of substitutes, and the availability of funds. A teacher attending a professional conference will submit a report of the conference in writing within twenty (20) days after returning from the conference.
- B. Requests for conference attendance are to be submitted for the following school year by March 1 so that they may be given budgetary consideration. Requests will be approved or denied within twenty (20) days of the approval of the budget by the voters.
- C. Authority shall be delegated to the Superintendent to authorize attendance and expenses of individual teachers at workshops called by the State Education Department or its cooperating agencies.

ARTICLE 7, Sect. 3 (continued)

- D. Teacher visitation will be possible either by request or on assignment by mutual agreement. Approval of the visitation will be given by the principal involved and arrangements will be made by that principal. Following the visitation, reporting and sharing will be the responsibility of the teacher as deemed appropriate. Reporting may be oral or written. Visitation day(s) will not be charged to sick leave or personal leave.
- E. The Pulaski Teachers' Association will be entitled to up to thirteen (13) days per school year for Association business. The Association President will determine and specify which members and which days shall be used for this purpose. Notification will be provided via conference form to building principal and superintendent, with as much prior notice as possible.

Section 4: Graduate Credit

- A. Salary credit shall be given for graduate work beyond the Baccalaureate Degree taken from an accredited institution leading to certification or as a part of a planned program of the institution. Any graduate credit earned prior to the 1987-88 year and not granted by the beginning of the 1987-88 school year, will not be granted.
- B. Payment for graduate hours will be determined and acted upon at the regular meeting of the Board of Education in September.
- C. Substantiation of earned graduate credit shall be the responsibility of the teacher and shall be accomplished by submitting a grade report, a grade card, or a transcript.
- D. Each teacher planning to take graduate work during the school year (July 1 - June 30) is to submit the information requested on the form provided by March 1, so that payment may be considered as a budgetary item.
- E. Payment for graduate hours will be at the rate of ninety-five dollars (\$95) per credit hour in 2005-06, ninety-eight dollars (\$98) per credit hour in 2006-07, and one hundred two dollars (\$102) per credit hour in 2007-08.
- F. Teachers employed as of the effective date of this Agreement will continue to be paid for the hours already accepted.

Section 5: In-Service Credit

Credit for salary purposes will be allowed for approved in-service courses. Approval will be granted by the Superintendent. Approved in-service will be defined as any in-service that is directly related to the teacher's subject area, grade level, and/or certification area. Generally, fifteen (15) clock hours of satisfactorily completed classroom work will be equivalent to one (1) unit of graduate credit for salary purposes. If the course could be used for graduate credit through a college,

ARTICLE 7, Sect. 5 (continued)

equivalent credit will be given. In-service credit earned prior to the 1987-88 year and not granted by the beginning of the 1987-88 school year, will not be granted.

Section 6: Employment and Recruitment

- A. No person shall be employed by the Board of Education unless that person is certified to perform the duties required by the position. In the event a certified person is not available for a position, the Board may employ a person under "Certification of Default" with the understanding that the person will pursue an appropriate course of study leading to certification and maintain employability status as defined by the State Education Department.
- B. In the event of a bargaining unit vacancy, the parties agree to convene a joint Hiring Committee. The committee will have representatives from both the District and Association. Association representatives will be appointed by the Association President. For administrative vacancies, a teacher committee will be appointed by the Association President as part of the interview process. The committees will be charged with interviewing applicants, and making recommendations to the Superintendent.

Section 7: Previous Experience Credit

Credit for previous experiences will be granted to teachers employed after July 1, 1968. This credit will be granted for the following types of experiences and in the following relationship:

- A. Teaching Service: One (1) year salary step credit per year up to ten (10) years for each year of teaching service outside the district and one (1) step credit for each additional two (2) years beyond ten (10) years.
- B. Military Service: One (1) year salary step credit per year up to four (4) years of active military service.
- C. Peace Corps Service: One (1) year salary step credit for each year up to two (2) years of Peace Corps Service.

Section 8: Observations and Evaluations

The purposes of Teacher Evaluation are to improve the quality of education in the Pulaski Central School District, to help teachers improve their skills and to compile information to use as one of the bases to validate decisions concerning continuation of employment.

- A. Definition – The following types of written reports shall be used:

ARTICLE 7, Sect. 8 A. 1 (continued)

1. Classroom observation – The observance of a teacher’s performance during a particular period of instruction.
2. General observation – The observance of a teacher’s performance during a non-instructional school situation or a paid extra duty assignment.
3. Evaluation – The assessment of a teacher’s total performance and value to the District.

B. Non-tenured teachers will follow the traditional classroom observation/clinical supervision model. Tenured teachers may also select the clinical supervision model. Supervisors may require a tenured teacher to follow this model.

Tenured teachers may also choose to follow a professional development process with the following options:

- peer partnering: teachers who wish to work together on a project related to improved instruction, planning, classroom management, or curriculum development.
- teacher portfolio
- self-evaluation and professional development: an independent professional development project, designed and developed by an individual tenured teacher who wishes to explore a new instructional technique, a new approach or a new skill.

Tenured teachers who choose the professional development process must put their plan in writing and submit it to their supervisor.

C. All observations shall be reduced to writing and a copy given to the teacher within one school week of the observation. In addition, the observer, at the completion of the observation, will arrange for a conference to discuss the observation. The date for this conference will be as soon as possible after the observation, but in no event, later than one school week after the observation.

If the teacher wishes to make a written response to the content of the observation, he/she shall have one school week from the date of the conference or the date of the written observation, whichever is later. If the teacher does not respond within this time, he/she shall be deemed to have waived his/her right to respond to that observation.

D. With proper notice, teachers have a right to examine and copy material contained in the District’s Personnel File after beginning employment. This right shall be limited to non-restricted materials and shall exclude confidential recommendation, placement papers, and official transcripts.

The rate of payment for copying purposes shall be at the same rate charged by the District for copies of material made available to the public.

ARTICLE 7, Sect. 8, (continued)

- E.** No material originating after date of employment shall be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher will sign and date the document to be placed in the file. The teacher's signature shall be understood

only to mean that the teacher is aware of the material entered into the file, and not necessarily that he/she agrees with the content of the material.

If the teacher wishes to respond to the material placed in the personnel file, he/she shall do so, in writing, within ten (10) school days of the date on which he/she had the opportunity to review the material. If he/she fails to submit a written response within ten (10) school days, he/she shall be deemed to have waived his/her right to respond. The response, if any, shall be attached to the original material entering the file.

- F.** A pre-observation conference in connection with any pre-arranged, scheduled observation may be requested by the teacher.

- G.** At least once per year all teachers will be entitled to an evaluation conference with the appropriate supervisor.

- H.** When an evaluation is prepared, the following information shall be included:

1. An assessment of the strengths and weaknesses of the teacher;
2. Specific information on any weaknesses noted;
3. Methods and means by which the weaknesses can be improved; and
4. Personnel and resources that are available to assist the teacher in correcting any weaknesses.

- I.** Teachers upon employment or at the beginning of the school year, whichever is later, shall be apprised of the criteria upon which they will be evaluated. An observation form, which shall be uniform throughout the District shall also be provided to the teacher at this time. The Association shall be free to submit any suggestions regarding items that it deems appropriate for inclusion within the observation and evaluation form. Suggestions must be made by the completion of the preceding school year.

When an evaluation has been completed by June 1 of the first year by the building principal and/or the department chairperson and this or any other evaluation indicated significant inadequacies in the teacher's instructional techniques, curricular knowledge, management abilities, or any other substantiated performance deficiencies, the building principal may place that teacher in the support phase of the Professional Improvement Program.

Once the decision has been made, the following steps must take place:

ARTICLE 7, Sect. 8 I. (continued)

1. The building principal shall provide the teacher with a written notice of a conference to be held to place the teacher in this phase. The teacher may request the presence of the Association designated representative, if he/she so chooses. The principal, where a department chairperson is involved, may bring him/her into the conference.
2. At the conference, the principal and the department chairperson, if appropriate, will cite in writing, the weakness(es) identified, allowing the teacher to challenge and/or request clarification where necessary.
3. A four (4) member support team will be established to provide the teacher with the help to overcome the stated weakness(es). The support team will consist of two (2) building principal's designees, a Pulaski Teachers' Association representative, and a member selected by the teacher. The committee will select its chair.
4. The support team will initially meet with the teacher to help develop strategies for the remediation of the problem, which may include observation by member(s) of the support team. If needed during the work day, a substitute may be provided to any bargaining unit member who is serving as a member of a support team or is involved in some part of the Action Plan. Every attempt will be made to insure that support team activities take place during normal working hours.
5. Within ten (10) work days of the initial support team meeting, the written Action Plan will be completed. It will list the strategies to remediate the weakness(es), reasonable timelines to complete the strategies, and any other resources or personnel needed to accomplish the strategies. These lists of strategies will be given to the building principal and department chairperson where appropriate. Attached to this listing will be a log sheet denoting the tentative timelines. Space to note the completion of tasks and the periodical meetings outlined in this plan will be provided. The chairperson of the support team will be responsible to keep this log up-to-date on the copy filed with the building principal.
6. Portions of the support team should meet periodically with the teacher to review the progress of the Action Plan. The entire support team will meet at least once each four (4) weeks with the teacher to assess progress and determine other strategies which may be needed. If new strategies are established, they must be written into the Action Plan, and the procedures outlined in Number 5 above followed.
7. As the strategies and timelines are completed, the building principal may determine that the teacher has responded positively. The teacher will then be returned to the normal observation process.
8. If the building principal determines, over a two (2) month period from the date of the activation of the Action Plan, that the teacher's performance has not shown

ARTICLE 7, Sect. 8 I. (continued)

significant improvement, either a new Action Plan will be established, or the District may take whatever steps are permitted by law.

9. A written statement, at least including the final results, will be made by the building principal, and placed in the teacher's personnel file. The teacher may respond with a written attachment.
 10. Participation on a support team will not preclude an administrator from subsequent observation process.
- J.** A teacher who may not be recommended for continued employment will be advised in writing no later than April 1st during the second year of employment and by February 1st during the third year of employment. The next evaluation will be made no later than two months after the above notifications at which time their problems will again be reviewed to see how they corrected the deficiencies and also to review all other aspects of the teacher's performance. The appropriate administrator should also include a statement concerning advisability of continued employment.
- K.** The recommendations of the Superintendent for a tenure appointment of a teacher will be consistent with the evaluation and observation reports.

Section 9: Tenure

- A.** The probationary period for teaching employees of the school district will be three (3) years except as provided by tenure law. Termination of the probationary appointment and appointments to tenure shall be accomplished in accordance with appropriate sections of the New York State Education Law.
- B.** No teacher will be eligible for a positive tenure recommendation unless he/she has completed no less than fifteen (15) graduate credits which are applicable toward a Master's degree leading to certification in his/her tenure area prior to the school semester in which he/she is being recommended for tenure.

This requirement may be waived at the sole discretion of the Superintendent.

- C.** The teacher whose services are terminated before tenure is achieved may have an opportunity for consultation with supervisory personnel at a level appropriate to his/her case. The purpose of such conference would be to assist the teacher in making adjustments in his/her performance to make his/her services more valuable in future positions, or very possibly to guide the person into other more suitable fields of employment.

ARTICLE 7 (continued)

Section 10: Substitutes

Teachers requiring the services of substitute teachers are to adhere to the following procedures:

- A. Notify the District's designee of the need of a substitute, citing the reason for such request, at least 24 hours in advance.
- B. Where circumstances preclude the action outlined in (A.) above, teachers will make every effort to notify the District's designee as early as possible, but in no event later than the following times:

Pre-K – 5	7:00 A.M.
6 – 12	6:45 A.M.

- C. Appropriate lesson plans are to be ready for implementation by substitute teachers. Lesson plans for teachers in grades 6 – 12 are to be in the school principal's office, the individual teacher's room, or in the hands of the substitute by 7:45 A.M. on the day of absence; similarly, for teachers in grades Pre-K – 5 by 8:45 A.M. By the specified times, the teacher must notify the principal's office which of the three (3) places the lesson plan has been filed.
- D. Any substitute teacher who performs service for thirty (30) consecutive workdays or more in the place of a probationary or tenured teacher will be paid a salary according to the current teachers' salary schedule and the substitute's academic credentials beginning on the 31st day for as long as that teacher is retained in that position. The salary will be paid retroactive to day one. Sick and personal leave will be prorated as earned from day 1, on a monthly basis. Further, all other benefits will be prorated from the 31st day forward.

Section 11: Shared Decision Making

A shared decision making model has been established with building level teams. Both building teams will have membership from and appointed by the Pulaski Teachers' Association.

Section 12: Mentoring Program

The parties will implement the Pulaski School District Mentoring Program as developed by the joint Mentor Program Committee and approved by the Board of Education. The Mentor Program will be reviewed annually by the parties in accordance with Commissioner's Regulations 100.2. District approved mentor training conducted outside the regular work day/year will be compensated at the curriculum planning rate as per Article 9, Section 5. Each mentor will be compensated at \$600 for 2005-06, \$625 for 2006-07, and \$650 for 2007-08. If the Mentor Coordinator is a member of the bargaining unit, the Member will be compensated at \$100 per mentor/mentee partnership in 2005-06, \$105 in 2006-07, and \$110 in 2007-08.

ARTICLE 8

Health Insurance

Section 1: Group Health Insurance

A. All teachers employed half time or more covered by this agreement shall be eligible to participate in the Group Health Insurance Coverage as provided. This does not affect part time employees employed prior to July 1, 1997. Deductibles are \$150 per person and \$300 family aggregate. A co-payment of 5% on the first \$5,000 of medical claims for covered individuals and families will be implemented on January 1, 2004.

B. Cost of individual coverage is apportioned 5% employee and 95% employer. The total cost for family coverage is apportioned 10% employee and 90% employer.

It is understood that the District is committed to providing the benefits as described in the 1995-96 Pulaski Guardian plan and is not obligated to contract with any specific insurance company and is free to investigate or contract with any other plan or provider process as long as the level of benefits described is not diminished.

C. All teachers covered by this agreement shall be eligible to participate in the Group Dental Insurance Coverage as provided. Cost of individual coverage is apportioned 5% employee and 95% employer. The total cost for family coverage is apportioned 10% employee and 90% employer. In the case that premiums fall below \$128, the District will pay 100% of the cost for those affected. Effective January 1, 2006, the Dental Plan will cover 100% of the cost of one exam, one cleaning and one series of x-rays for each year of the Agreement for Plan participants. Effective July 1, 2006, the schedule of benefits will be increased by 20%. Effective July 1, 2007, the schedule of benefits will be increased by 20%.

D. The District will reimburse teachers for their personal vision care upon receipt of a verifiable statement of expenses up to \$100 per year. Effective July 1, 2006, the District will reimburse teachers and family members for vision care upon receipt of verifiable statement of expenses up to \$150 per year. (For purposes of this provision, family members are defined as those covered under the teacher's health insurance plan with the District). Effective July 1, 2007, the District and Association agree to form a joint committee charged with investigating group vision plans. The committee will make every effort to provide recommendations to the parties by January 1, 2008.

E. Effective January 1, 2006, prescription coverage shall be:

	<u>Employee Cost</u>
Mail Order	\$2
Generic	\$5
Brand Name	\$10
Non-Preferred	\$25

ARTICLE 8, Sect. 1 E. (continued)

If no generic drug available, the employee cost will be \$5. If the prescribing physician indicates that a “non-preferred” drug is a “medical necessity”, then the employee cost will be \$10.

- F. The District will offer each teacher covered by this Agreement the option to participate in an IRS Section 125 Flexible Spending Account.

The District agrees to establish an insurance committee with three (3) members appointed by the Pulaski Teachers’ Association one of whom will be a retiree, three (3) members appointed by the CSEA one of whom will be a retiree, two (2) members from the Administration and one (1) representative of the Board of Education. Said committee will review benefit plans and recommend changes to the Administration, CSEA and Pulaski Teachers’ Association Negotiating Teams.

Said insurance committee will be responsible to act as the:

1. Board of Governors for the insurance trust.
2. Appeals Committee.
3. Review Committee for benefits, including mandated benefits.

State mandated insurance benefits will be automatically implemented unless the District, the Association and the CSEA agree NOT to implement the new benefit.

- G. The Insurance Committee will establish an appeals process to include binding arbitration.
- H. Any time that a teacher is on an unpaid leave of absence, the teacher may elect to continue coverage under the Group Health Insurance Plan, but he/she will be responsible for paying the full cost of the insurance, i.e., the amount that he previously paid, plus the amount normally contributed by the Board.

Section 2: Health Insurance for Retirees

- A. After July 1, 1980, the District’s share of payments will be the amount required to cover health insurance premiums for the retiree and dependents (if so elected) equal to the percentage called for in the Bargaining Agreement under which the teacher retired.
- B. After July 1, 1985, the District's share of premiums for Dental Insurance for Retirees will be the amount stated in the contract under which the employee retired.
- C. After July 1, 2005 retirees are eligible for continued health insurance coverage provided the retiree has at least 15 years of credit service according to the New York State Teachers’ Retirement System in the Pulaski Central School District. Any member without 15 year credit service as stated above, will be eligible for continued health insurance coverage provided that the member retires prior to the expiration of this agreement.

ARTICLE 8, Sect. 2 (continued)

- D.** Retirees eligible for Medicare Part B will enroll. The District will reimburse the retiree for the cost of the Medicare Part B premiums. Any health insurance benefits that are not covered by Medicare Part B but are covered by the Pulaski District Health Insurance Plan shall continue for the retiree.

ARTICLE 9

Salaries

A. Salary Schedule "A"

- 1.** Step Placement – Schedule "A" – allowable years of service will be defined as a year of teaching service at Pulaski Central School plus the years of service for which credit was given at the time of employment with the District. In the event of a disagreement with the number of years of allowable service, step placement on the salary schedule will determine the years of allowable service. Each teacher will be placed on step in agreement with the salary schedule. This will be used as the base for each teacher salary computation. In addition to the base each teacher will be paid for his/her hours and degrees earned at the contract rate.

Each member of the Pulaski Teachers' Association above step 25 will receive a 3.9% salary increase for the 2005-06 school year based on their 2004-05 salary; a 3.9% salary increase for the 2006-07 school year based on their 2005-06 salary; and a 3.9% salary increase for the 2007-08 school year based on their 2006-07 salary.

- 2.** Payment, upon the awarding of a Master's Degree or Doctorate (for those in Schedule "A"), will be one thousand two hundred fifty-seven dollars (\$1,257) above the computed salary in 2005-06, one thousand three hundred six dollars (\$1,306) above the computed salary in 2006-07 and one thousand three hundred fifty-seven (\$1,357) above the computed salary in 2007-08. For those teachers whose records in the District Office show only the possession of a Master's Degree and not the number of hours of graduate study successfully completed in attaining a Master's Degree, the Master's Degree will be treated as encompassing thirty-two (32) hours of graduate study and will be so utilized in computing salaries
- 3.** Each teacher planning to request payment for a Master's Degree and Doctorate earned during the school year (July 1 – June 30) is to submit the information requested on the form provided by March 1 so that payment may be considered as a budgetary item. Payment for a Master's Degree and Doctorate Degree will be determined and acted upon at the regular meeting of the Board of Education in September.

ARTICLE 9, Section A. (continued)

4. Part-time teachers solely in the employ of this school district will receive a pro-rated salary based upon appropriate step placement and the number of days such teacher works in relation to a five (5) day week.
5. Summer pay will be $1/200 \times$ annual salary for teachers who teach students or staff in a seven (7) hour day in the summer. The stipend for curriculum planning is one hundred fifty (\$150) dollars each year for a six (6) hour day.
6. Teachers will be paid \$25.00 per hour for 2005-06, \$26 per hour for 2006-07, and \$27 per hour for 2007-08 and the IRS rate per mile from the building in which they teach for tutoring. The building principals will approve the assignments for students enrolled in their building.
7. Effective July 1, 2006, each bargaining unit member will receive a longevity stipend rolled into the base salary according to the following:

10 years service to District	\$200
15 years service to District	\$300
20 years service to District	\$400

(Longevity stipends are cumulative, e.g. a member with 15 years service to District will receive \$500, while a member with 20 years service to the District will receive \$900)

ARTICLE 9, Section B (continued)

B. Salary Schedule “B”

1. Step Placement – Schedule “B” – allowable years of coaching service will be defined as a year of coaching service at Pulaski Central School plus the years of service for which credit was given at the time of coaching employment with the District. Determination of the allowable years of coaching service at other institutions shall be made by the Athletic Director subject to the approval of the Superintendent.
 - a. For step movement within a sport from JV, or Assistant to Varsity, service credit shall be given at the ratio of one (1) year varsity step placement for every one (1) year coaching at the lower level at Pulaski. For step movement within a sport from JJV to Varsity service credit shall be given at the ratio of one (1) year varsity step placement for two (2) years coaching at JJV.
 - b. If the movement is within a sport from JJV, JV, Assistant, or Varsity to JJV, JV, or Assistant, then the placement will be the same as if there was no position change.
 - c. Assistant baseball, assistant wrestling, modified football head coach, first varsity football assistant to be paid the same as JV basketball and JV soccer. In the event that a coach cannot meet the conditions of employment in terms of starting date for a season, the pay for that coach shall be pro-rated.
 - d. After step two, salary will be years of allowable service times the increment for the position plus step two.
 - e. A coach shall receive \$75 per week, or any part of a week, for competition beyond the normal season length. Normal season length shall be defined as:
 - Football – The designated August starting date through a nine (9) game schedule.
 - Cross Country – The designated August starting date through the Section III meet.
 - Soccer – The designated August starting date through the last regularly scheduled league or non-league contest.
 - Basketball - The designated November starting date through the last regularly scheduled league or non-league contest.
 - Wrestling – The designated November starting date through the Section III class meet.
 - Volleyball – The designated November starting date through the last regularly scheduled league or non-league contest.

ARTICLE 9, Section B.1. (continued)

Baseball – The designated March starting date through the last regularly scheduled league or non-league contest.

Softball – The designated March starting date through the last regularly scheduled league or non-league contest.

Tennis - The designated March starting date through the Section III class meet.

Track – The designated March starting date through the Section III class meet.

Golf – The designated March starting date through the Section III class meet.

- f. Wrestling and Volleyball will have a coaching aide. They will be responsible for all games and tournaments.
- g. Any employee paid under Schedule B will be able to receive one-half (1/2) of the salary at the mid-point of the season or applicable time period by filing a request which also states that the employee agrees to complete the applicable season or time period of the assignment; the employee agrees to repay any monies paid prior to the end of such season or time period if he/she does not complete the season or time period pending payment of whatever adjusted amounts were due. The employee will elect option on the Extra Assignment Notice.
- h. All Schedule B positions will increase by 3.9% in year one of the Agreement only.

ARTICLE 10

Miscellaneous Provisions

- Section 1:** This document shall constitute the full and complete working Agreement between the Board and the Association as representatives of the teachers. The form and content of this Agreement may be modified only upon mutual consent of the parties in written and signed amendment to the Agreement.
- Section 2:** School Board Policy – amendments to policy or new policy relating to conditions of employment of teaching personnel of the school district shall be consistent with the terms and conditions of this Agreement as long as it shall remain in effect.
- Section 3:** If any provisions of this Agreement or any application of the Agreement to any new teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- Section 4:** Copies of this Agreement shall be reproduced as a joint effort of the Association and the Board and given to all teachers now employed or hereafter employed by the Board within two (2) weeks after its execution or employment if that occurs later.
- Section 5:** If any arrangements between an individual teacher and the Board are made in addition to this Agreement, such arrangements shall in no way detract from this Agreement.
- Section 6:** No provision of this Agreement shall be construed so to lessen or abrogate any existing benefits to teachers, not to exclude extending these benefits to teachers presently in our system except where specified.
- Section 7:** *“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.”*

SCHEDULE "A"
PULASKI ACADEMY AND CENTRAL SCHOOL
2005-06 through 2007-08

		<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Base	=	\$36,119	\$36,832	\$37,573
Graduate Hours	=	\$ 95	98	102
Master's Degree	=	\$ 1,257	1,306	1,357
Doctorate Degree	=	\$ 1,257	1,306	1,357

<u>Step</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Step 1	N/A	N/A	N/A
Step 2	N/A	N/A	N/A
Step 3	N/A	N/A	N/A
Step 4	36,119	36,832	37,573
Step 5	36,814	37,528	38,268
Step 6	37,536	38,250	38,991
Step 7	38,236	39,000	39,741
Step 8	38,532	39,727	40,521
Step 9	38,828	40,035	41,277
Step 10	39,124	40,343	41,596
Step 11	39,420	40,649	41,916
Step 12	40,601	40,957	42,235
Step 13	41,819	42,184	42,554
Step 14	43,074	43,450	43,830
Step 15	44,366	44,754	45,144
Step 16	44,597	46,097	46,499
Step 17	44,835	46,336	47,894
Step 18	45,084	46,583	48,143
Step 19	45,343	46,843	48,400
Step 20	45,613	47,111	48,669
Step 21	46,330	47,392	48,949
Step 22	47,232	48,137	49,240
Step 23	48,306	49,074	50,014
Step 24	49,655	50,190	50,988
Step 25	51,015	51,591	52,148

All above Step 25 will have 3.9% added to their 2004 – 05, 2005-06, 2006-07 base salaries.

SCHEDULE "B" – 2005-06, 2006-07, & 2007-08
EXTRA ASSIGNMENT & EXTRA-CURRICULAR SUPERVISION SCHEDULE

Sports

	<u>Step 1</u>	<u>Step 2</u>
Football – Varsity Head Coach	4,218	4,339
Football - First Assistant	2,983	3,102
Football - Assistant	2,703	2,823
Football - Junior Varsity Head Coach	2,983	3,102
Football - Junior High Head Coach	2,803	2,939
Football - Junior High Assistant	2,540	2,660
Soccer - Varsity	4,049	4,170
Soccer – Assistant	2,983	3,102
Soccer - Junior Varsity	2,983	3,102
Soccer - Junior High	1,934	2,028
Cross Country - Varsity	4,050	4,171
Cross Country - Junior High	1,934	2,028
Wrestling -Varsity	4,050	4,171
Wrestling - Assistant	2,983	3,102
Wrestling - Junior High	1,934	2,028
Indoor Track	1,934	2,028
Basketball - Varsity	4,050	4,171
Basketball - Junior Varsity	2,983	3,102
Basketball - Junior High	1,934	2,028
Volleyball - Varsity	4,050	4,171
Volleyball - Junior Varsity	2,983	3,102
Volleyball - Junior High	1,934	2,028
Baseball/Softball - Varsity	4,050	4,171
Baseball/Softball - Assistant	2,983	3,102
Baseball/Softball - Junior High	1,934	2,028
Golf	2,894	3,013
Track - Varsity	4,050	4,171
Track - Assistant	2,983	3,102
Track - Junior High	1,934	2,028
Tennis	2,894	3,013
Cheerleading – Varsity - Fall	1,586	1,646
Cheerleading – Varsity – Winter	1,586	1,646
Cheerleading - Junior Varsity – Fall	804	967
Cheerleading – Junior Varsity – Winter	804	967
Cheerleading – Junior High – Fall	603	649
Cheerleading - Junior High - Winter	603	649

SCHEDULE "B" – 2005-06, 2006-07, & 2007-08
EXTRA ASSIGNMENT & EXTRA-CURRICULAR SUPERVISION SCHEDULE

Other Extra-Curricular Activities

	<u>Step 1</u>	<u>Step 2</u>
Art Club	282	
Arts & Humanities Chairperson	773	868
Athletic Club Advisor(s)	282	
Band Assistant	1,089	1,184
Band Director	2,463	2,584
Eighth Grade Advisor	1,438	1,533
Community Service Club Advisor	282	
Environthon	194	
Eckert Drug Quiz	194	
FBLA Advisor	282	
Flag Day Coordinator	194	
French Club Advisor	282	1,184
Honor Society Advisor	1,089	
Lura Sharp Olympic Coordinator	194	
Math Counts	194	
Newspaper (per issue up to six issues)	268	
Odyssey of Mind Coordinator	282	
PARP Coordinator	194	1,184
Play Assistant - HS	1,089	2,305
Play Director - HS	2,184	
Pride Day Coordinator	194	
SADD Advisor	194	1,184
Select Chorus	1,089	2,305
Senior Advisor	2,184	
SHIP Advisor	282	
Spanish Club Advisor	282	
Student Council Advisor	282	2,584
Yearbook Advisor	2,463	
Grade 7 Advisor	194	
Grade 9 Advisor	194	
Grade 10 Advisor	194	
Grade 11 Advisor	194	

ASSIGNMENTS BASED ON HOURLY RATES

ACTIVITY	HOURLY RATES
Intramurals - High School	\$11.48
Supervision: Away Activities and Bus Supervision	\$13.00
Supervision: Home Activities	\$12.08
Elementary Band Director	\$13.28
All County Band Secondary and Elementary	\$13.28
All County Chorus Secondary and Elementary	\$13.28
Pool Supervision	\$13.28
* Clock Keeper	
Per Varsity contest	\$24.77
Per J.V. contest	\$17.52

* With prior approval of the Athletic Director

Appendix A

The District and Association agree to the following:

1. Employer Non-elective Contribution All compensation due to employees under Article 6, Section 10 – Retirement Award, of the current agreement between the Employer and PTA and/or any other funds dispersed to PTA members at retirement shall be in the form of Employer Non-elective Contributions to the employee's 403(b) account.
2. No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
3. Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code. and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

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

- A. *For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee receive the excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and*
 - B. *For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Non-elective Employer Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as a Non-elective Employer Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Non-elective Employer Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Non-elective Employer Contribution exceed the Contribution Limit of the Internal Revenue Code.*
4. 403(b) Accounts Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for

any reason, then Employer shall inform the employee by certified mail of his/her options regarding the contribution.

5. *Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.*
6. *This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.*
7. *Both the Employer and the employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non- Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.*

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

The final average salary of Non-Tier I members of the TRS may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Non-elective employer Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous to the Non-Tier I TRS member.