



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Potsdam Central School District and Potsdam Teachers Association (2004)**

Employer Name: **Potsdam Central School District**

Union: **Potsdam Teachers Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/10**

PERB ID Number: **6001**

Unit Size:

Number of Pages: **58**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

NEGOTIATED AGREEMENT

POTSDAM TEACHERS' ASSOCIATION

~~~ AND ~~~

CHIEF EXECUTIVE OFFICER

POTSDAM BOARD OF EDUCATION

JULY 1, 2004 ~ JUNE 30, 2010

## TABLE OF CONTENTS

|               |                                                 |    |
|---------------|-------------------------------------------------|----|
|               | Preamble.....                                   | 1  |
| Article I     | Recognition.....                                | 2  |
| Article II    | Negotiations.....                               | 2  |
| Article III   | No Discrimination.....                          | 3  |
| Article IV    | Teacher Evaluation.....                         | 3  |
| Article V     | Fair Dismissal and Disciplinary Procedures..... | 5  |
| Article VI    | Personnel File Policies.....                    | 7  |
| Article VII   | Teacher Duties and Rights.....                  | 9  |
| Article VIII  | Transfers.....                                  | 9  |
| Article IX    | Grievance Procedure.....                        | 13 |
| Article X     | Recruitment and Selection.....                  | 20 |
| Article XI    | Absences.....                                   | 20 |
| Article XII   | Leaves.....                                     | 25 |
| Article XIII  | In-Service Training.....                        | 27 |
| Article XIV   | Conferences and Travel.....                     | 28 |
| Article XV    | Insurance.....                                  | 29 |
| Article XVI   | Coaches' Salary Schedule.....                   | 32 |
| Article XVII  | Extra-Curricular Salary.....                    | 33 |
| Article XVIII | Summer Programs.....                            | 34 |
| Article XIX   | Tuition.....                                    | 35 |

**TABLE OF CONTENTS ~~~continued**

|               |                                           |    |
|---------------|-------------------------------------------|----|
| Article XX    | Superintendent’s Day.....                 | 35 |
| Article XXI   | Salary Schedules.....                     | 36 |
| Article XXII  | Job Sharing.....                          | 42 |
| Article XXIII | Miscellaneous.....                        | 45 |
| Article XXIV  | Period of Agreement.....                  | 49 |
|               | Appendix A – SLL Medical Plan.....        | 50 |
|               | Appendix B – Health Insurance Buyout..... | 52 |
|               | Appendix C – 403(b) Agreement.....        | 53 |
|               | Appendix D – Mentoring Program.....       | 55 |

**PREAMBLE**

**WHEREAS,** the Board of Education and the Teachers' Association recognize that providing a high quality educational program for the children of the Potsdam Central School District is for the benefit of said children and the District as a whole; and

**WHEREAS,** the Board and the Association recognize that the implementation of such a program depends primarily upon the quality, morale and input of teaching services; and

**WHEREAS,** the members of the teaching profession have a special expertness which entitles them to participate in determining policies and programs designed to improve educational standards; and

**WHEREAS,** the Board has recognized the Association as the exclusive representative of its teaching personnel for purposes of collective negotiations with respect to hours, wages, terms and conditions of employment; and

**WHEREAS,** the goal of the Board and the Association and the New York Legislature in enacting the Public Employees' Fair Employment Act is to promote harmonious and cooperative relationships between government and its employees; and

**WHEREAS,** the parties have as a result of collective negotiations reached certain agreements which they desire to confirm in this Agreement:

**NOW, THEREFORE,** it is agreed as follows:

## ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive representative of the employees in an appropriate negotiating unit consisting of all professional staff whose positions require certification by the New York State Department of Education excluding the Superintendent, all elementary and secondary principals and assistant principals, the curriculum coordinator, *teaching assistants*, and all per diem substitute teachers, for the purpose of collective negotiations in the determination of and administration of grievances arising under the terms and conditions of employment of the employees in the negotiation unit.

Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as “teachers.”

## ARTICLE II - NEGOTIATIONS

- A. It is understood that the terms and conditions of employment provided in this Agreement will remain in effect until altered by mutual agreement in writing between the two parties.
- B. Both parties agree that no actions or reprisals will be taken against any person as a result of participation in the negotiating process.
- C. Both parties agree that the negotiations will be carried on in private and that no information concerning said negotiations will be released to the general public or the news media prior to the settlement or arriving at impasse unless it is by mutual agreement.
- D. No later than April 1, 20 *10*, the parties will enter into good faith negotiations over a successor agreement.

### **ARTICLE III ~ NO DISCRIMINATION**

Neither the Board, Administration nor the Association will discriminate or take reprisals against any Potsdam Central School District teacher with respect to terms and conditions of employment by reason of:

1. Membership in or participation in legal activities of the Association or its affiliates or any other employee organization.
2. Initiation or processing of any grievance or complaint under this Agreement.

### **ARTICLE IV ~ TEACHER EVALUATION**

The Administration recognizes its obligation to give all non-tenured teachers reasonable opportunity to develop into useful productive teachers and to give all tenured teachers assistance which will enable them to maintain the highest possible degree of effectiveness. Unit members recognize the right of administrators to specify deficiencies in teaching performances, even when such could result in the termination of employment.

- A. The primary purposes of evaluations are to improve instruction and to provide the basis for recommendations for the termination of employment.
- B. All formal evaluations will be in writing.
- C. All unit members are subject to an Annual Professional Performance Review (APPR) per Section 100.2(o) of the Commissioner's Regulations. The procedures for APPR shall be mutually negotiated by the Association and the District on or before June 30<sup>th</sup>, 2008. This deadline may be extended by mutual agreement. Such procedures shall be subject to ratification by both parties.
- D. All non-tenured teachers will receive at least two formal evaluations during the first year of probationary appointment and at least one formal evaluation for each remaining year of their probationary appointment. In the first year only, the first formal evaluation will

take place during the first semester, but not earlier than the first five weeks. However, this clause is not intended to prevent constructive supervision at any time during the school year.

- E. Requests for additional evaluations will be honored if time permits. Two additional requests shall be honored in situations where a unit member has been informed he/she has deficiencies that could jeopardize future employment.
- F. At the conclusion of an observation, the teacher and the evaluator will agree on a mutually convenient time for a conference to review the completed evaluation form. Upon completion of the evaluation review, both the evaluator and the teacher will sign the evaluation form. This is not to assume that the teacher is in agreement with the evaluation; only that he/she has read it. If a teacher disagrees with the evaluation he/she may state the objections in writing and this statement of objection will be signed by the evaluator and the teacher and attached to the evaluation form. This evaluation form and any comments by the teacher relating to the evaluation shall become part of the teacher's personnel file.

An observation shall be either:

1. a full teaching period; or
2. a pre-conference of at least 15 minutes followed by observations totaling at least 60 minutes over three or less consecutive school days.

At the pre-conference, the administrator shall discuss his/her proposed observation schedule, and the purposes. The teacher shall have the opportunity to react, explain what will take place and suggest an alternative schedule.

- G. Formal evaluations required by D above, will be based on observations in the classroom with the evaluator present.
- H. A first year unit member who begins employment on or before October 1 of a school year and who will be recommended for discontinuance of employment by the Chief School Officer is to be notified, in writing, by May 1 of the school year.\*



A second year unit member (on a three-year probationary appointment) who will be recommended for discontinuance of employment by the Chief School Officer is to be notified, in writing, by April 1 of the school year.\*

A non-tenured teacher who will not be recommended for tenure by the Chief School Officer shall be notified, in writing, at least ninety (90) days prior to the expiration of his/her probationary appointment.\*

\*These notifications are intended to cover situations where the decision is based on the ongoing evaluative process. These time limits are not relevant when a single incident gives rise to a dismissal decision involving an otherwise satisfactory teacher.

## **ARTICLE V ~ FAIR DISMISSAL AND DISCIPLINARY PROCEDURES**

- A. All teachers will be given the opportunity of having a representative of the Association present at meetings or hearings where he/she may be reprimanded, warned, disciplined or deprived of monetary or professional advantage for any alleged infraction of rules or other alleged delinquency in professional performance.
- B. No tenured teacher will be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated or otherwise deprived of any contractual rights without reasonable cause. In no case will this be done in a public meeting unless so requested by the teacher. Such things as immoral conduct, demonstrated incompetency, conviction of a felony, failure to maintain certification, insubordination are examples, but not exhaustive examples, of reasonable cause.
- C. Unit members in extra pay positions shall be notified within 30 days of the conclusion of their duties or by May 15, whichever is later, of whether the District shall reappoint them.

If the unit member is not reappointed, then the vacancy of that position shall be posted for a minimum of 10 school days prior to the closing of acceptance of applications for the position.

Positions which are held by non-unit members will be posted annually for a minimum of 10 school days prior to the closing of acceptance of applications for the position.

Reappointment decisions are solely at the discretion of the District. However, once an appointment or reappointment has been made, the unit member shall only be dismissed or disciplined with just cause until the conclusion of the duties for which they have been appointed.

D. Alternative Disciplinary Procedures - In situations where the District believes it has cause under the tenure statutes (i.e., for the same reasons), to discipline a tenured teacher, and the penalty sought is limited to a suspension without pay for a period not to exceed three (3) school days, the following procedure will apply:

1. The District shall present the teacher with a written statement of the charge giving rise to the perceived need for disciplinary action. The Association President will receive a copy at least twenty-four (24) hours before the teacher is notified.
2. A meeting will be scheduled within five (5) days between the teacher, an Association representative(s) and a representative of the District. At this time, the charges will be discussed, and the teacher will be informed of the specific penalty sought by the District.

As a result of this meeting, the teacher shall elect to:

- a. accept the penalty sought, or a modification thereof, in which case the penalty will be imposed and a record thereof placed in the teacher's personnel file, at which point the matter will be considered resolved.
- b. contest the charges and/or the proposed penalty and proceed as quickly as possible to arbitration under the terms of this Agreement. The parties agree to submit to the arbitrator only the issue in question, and shall charge the arbitrator with the responsibility for reaching a determination solely on the basis of the charges presented.

The arbitrator shall apply the same identical criteria as would be applied, under law, by a tenure panel in 3020-a proceedings. The District must prove, by a preponderance of evidence, either insubordination, immoral conduct, neglect of duty or conduct unbecoming a teacher.

If the charges are substantiated, the arbitrator shall impose a penalty not to exceed the penalty sought by the District. The decision of the arbitrator shall be binding, with no appeal, and the opinion and award shall become a part of the teacher's personnel file if the teacher is found guilty. Charges for the arbitration are to be borne by the District.

If the teacher is exonerated, then no reference to either the event(s) giving rise to the hearing or to the hearing itself shall appear in the teacher's personnel file.

No action will be taken by the District until the arbitrator's decision is received. (There shall be no suspension, material placed in the file, or any other form of discipline.)

The action by the District to initiate this process must be undertaken within fifteen (15) calendar days of the date the event occurs which gives rise to the District action or within fifteen (15) calendar days of the date the District should have known of this event (whichever is later).

## **ARTICLE VI ~ PERSONNEL FILE POLICIES**

- A. 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 references and communications received in connection with the initial employment, shall be placed in a single file and maintained in the central office.

- B. A teacher shall have the right to inspect, copy, photocopy or photograph the contents of his/her file by appointment during business hours. Such inspection and copying shall be done in the presence of a District representative. The teacher shall be entitled to have a personally selected representative accompany him/her during such review.
- C. No material which is in any way derogatory to a teacher's conduct, character, service, judgment or personality shall be filed or maintained unless the teacher has had an opportunity to examine the material. The teacher must affix his/her signature on the actual copy to be kept with the express understanding that such signature merely signifies that he/she has examined the material; such signature does not necessarily indicate agreement with the material.

Before the record of any complaint by a parent or a student is placed in the teacher's file, the teacher shall be afforded the opportunity to meet the complainant and reply to same. If the administrator has reason to believe that a harmful situation could occur by bringing the teacher and complainant together, then a Union Representative of the teacher's choice may face the complainant for the teacher. However, the administrator shall notify the teacher, in writing, of the reasons for this decision.

- D. A teacher shall have the right to rebut, explain and comment upon any material in his/her file and such statements shall be appended to the appropriate item(s) in the file.
- E. If a teacher believes file material to be inaccurate or unjustified, he/she may resort to the grievance procedure for final determination. Any material determined to be unjustified or inaccurate, whether by grievance or other means, shall be removed.
- F. Only material properly filed in accordance with this Article and any other contract provisions shall be used in any action taken to reprimand, reduce in rank, discipline, dismiss or otherwise deprive a teacher of any professional advantage.
- G. No material in the file shall be forwarded to any agency, organization, prospective employer or other party without the express written consent of the teacher. This is not intended to prohibit the District from making a recommendation on an employee when so requested by an outside agency.

- H. The statement of an incident of a possible derogatory nature must be reduced to writing within ten (10) school days of the time the matter occurs or is known to the Administration in order to be placed in the personnel file.

## **ARTICLE VII - TEACHER DUTIES AND RIGHTS**

- A. A teacher's required work day in school will not exceed a maximum of seven (7) hours exclusive of faculty meetings.
- B. Normally, the District will hire substitutes for absent classroom teachers. No teacher will be required by the Administration to cover another teacher's class.
- C. All teachers will have a planning period free from other duties equivalent to a full class period in the secondary schools (high and middle schools) and not less than thirty minutes in the elementary school. In the elementary this may be averaged on a one hundred and fifty (150) minute weekly basis provided there is some planning period each day.
- D. A teacher's clerical aide will be provided in each school. Such aides are hired primarily to aid teachers and, therefore, teacher requests will have priority over any other school clerical or secretarial function. Aides' hours must include teachers' working hours.

## **ARTICLE VIII - TRANSFERS**

- A. No later than February 1 of each year, the Superintendent shall cause a list of known vacancies which will exist for the start of the following year to be posted in all faculty rooms and be made available to the Association. No later than May 15, the Superintendent shall post in all faculty rooms, a supplemental list of vacancies that have become known since February 1 and any vacancies from the original list that have not yet been filled.

- B. Teachers who desire a change in grade and/or subject assignment or who desire a change in building assignment shall file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and/or the building or buildings to which he/she desires to be transferred. A teacher who voluntarily leaves his/her tenure area for a new tenure area shall serve the probationary period required by law.
- C. The following principles shall be applied in filling vacancies in existing or new positions within the bargaining unit by reassignment or transfer:
1. Individual qualifications.
  2. Instructional requirements.
  3. Staff availability and experience mix.
  4. Where the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the incumbent applicant with the greatest number of years service in the Potsdam District.
- D. If an incumbent teacher applies for a transfer and is denied the position, he/she will be informed of the reasons for denial if he/she desires.
- E. The District will make every effort to hold to a minimum involuntary transfers within grade, subject area or buildings. Where such transfers become necessary, the District will first fill such vacancies through volunteers.
- F. Notice of proposed involuntary transfers shall be given to the teachers involved immediately upon knowledge of such transfers.
- G. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his/her designee) at which time the teacher shall be notified of the reasons for the transfer.
- H. No teacher will be transferred involuntarily without good cause.

- I. Prior to the abolition of any teaching position, the District will provide notice to the Association as soon as a determination has been made regarding the reduction. Such notice will be provided by March 1<sup>st</sup> of the year preceding the school year in which the position abolition will occur. The District is under no obligation to appoint a replacement for a teacher who leaves the system, nor to provide notice to the Association in such a case.
  
- J. Whenever the position of a tenured teacher is abolished, the District will offer first preference to that individual for any vacancies within the District whether in his/her tenure area or not, subject to the following:
  1. The excessed teacher applying for the vacancy must be able to obtain provisional certification in the new area by the end of the school year that begins the September following his/her notification of the opening. Sole burden for establishing ability to become certified within these time limits lies with the teacher.
  2. A “vacancy” shall be an opening for full-time probationary appointment caused by a resignation or by creation of a new position.
  3. The District shall be obligated only to wait thirty (30) days for a decision from the time it notifies the excessed teacher of a vacancy.
  4. Notwithstanding the maximum time limit for obtaining certification (see “1” above), the excessed teacher must take a maximum load of courses each semester in order to obtain certification as rapidly as possible. (This shall be 12 credit hours if not holding down a job, 6 credit hours if working).
  5. When more than one excessed teacher applies for a vacancy in an area where they are not certified, the District may select whichever applicant it feels appropriate to select, providing, however, that the selection is made within forty-five (45) days of the date the position became officially vacant.
  6. The District shall notify “excessed” teachers of any opening within fifteen (15) days of when it officially became vacant.

7. An excessed teacher who is working toward certification for a vacancy shall notify the District immediately if he/she is unable to obtain certification within the required time frame. Sole discretion for granting an extension shall rest with the District and this decision shall be made within thirty (30) days of receipt of the request. Should he/she be the recipient of a sabbatical as outlined in paragraph 8 below, he/she shall be held responsible for repayment of any and all monies received from the District as outlined in Article XII (D) of this Agreement.
8. An excessed teacher may apply for sabbatical leave to fulfill certification requirements consistent with all provisions of Article XII (D).
9. None of the above shall in any way supersede the seniority rights of a unit member under existing law or statute.
10. An excessed teacher appointed to fill a “vacancy” as defined within this Article, shall be paid at Step 1 of the appropriate column, recognizing payment for hours, until such time as he/she is granted tenure in the new position. At such time, the teacher will be placed on the salary schedule at the proper step at which he/she would have been had his/her position not been abolished. The reduction in pay for a teacher being laid off and then reassigned to a new tenure area shall apply only to those teachers whose service is interrupted by use of sabbatical leave to obtain appropriate certification, or whose service must be interrupted to obtain certification. Those teachers with certification (or ability to obtain certification) in a new tenure area such that the District doesn’t have to delay their appointment to allow them to obtain certification shall continue being paid according to the experience-step level process begun when they first began teaching in the District.
11. An “excessed” teacher will only be eligible for vacancies outside of his/her tenure area occurring within six (6) months of the effective date of the abolition of his/her position. References to position elimination for time limit purposes shall be interpreted as meaning that the position elimination is effective the date on which school is in session but the position is no longer being filled.



## ARTICLE IX ~ GRIEVANCE PROCEDURE

### Section 1: Declaration of Purpose

**WHEREAS**, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, 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 of Education (hereinafter sometimes referred to as 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 2: Definitions

- 2.1 A Grievance is a claim by a teacher, or group of teachers, in the negotiating unit, of a violation or misinterpretation of the express provisions of this Agreement.
- 2.2 The term Supervisor shall mean any department chairperson, principal, assistant principal, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
- 2.3 The Chief Executive Officer is the Superintendent of Schools.
- 2.4 Association shall mean the Potsdam Central School Teachers' Association.
- 2.5 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.6 Party in Interest shall mean the Grievance Committee of the Association or any party named in a grievance who is not the aggrieved party.
- 2.7 Grievance Committee is the committee created and constituted by the Association.

2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.

### Section 3: Procedures

- 3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement or personnel policies involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the teacher and the Association.
- 3.3 If a grievance affects personnel, it may be submitted by the Association directly at Stage 2 described below.
- 3.4 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 in any phase of the grievance procedure.
- 3.5 The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the grievance.
- 3.6 Except as otherwise provided in Section 5 (5.1a) and (5.1b) of this Article, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

- 3.7 No interference, coercion, reprisal of any kind will be taken by the Board or any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.9 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- 3.10 If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.11 The Chief Executive Officer shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1a and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two days after the conclusion of hearings at Stages 2, 3, and 4, and they will advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the official grievance record and the hearing officer shall indicate the determination made

respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board, but shall not be deemed a public record.

- 3.12 The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided; however, should a unit member elect to pursue a grievance beyond Stage 4, Arbitration, he/she shall be precluded from seeking redress in any other forum for exactly the same complaint seeking exactly the same remedy.

Examples of situations that would not be considered the same are as follows:

- a. A dismissed teacher feels that contractual evaluation procedures were violated and also that sex discrimination may have motivated the employer. She may pursue grievance arbitration on the alleged evaluation procedure violations while simultaneously seeking remedy from the Human Rights Commission for redress of the discrimination allegations. She may simultaneously file improper practice charges with PERB if she feels there was discrimination because of her role as Union President.
- b. A teacher is required to work from the start of school until the end without a break. He may pursue a grievance alleging violation of the preparation time clause while simultaneously appealing to the Commissioner because of an alleged education law violation in denial of a 30 minute duty-free lunch period.

#### Section 4: Time Limits

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within forty-five (45) school

days after the teacher knew or should have known of the act or condition on which the grievance is based.

- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives 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 allotted had the decision been communicated by the final day.
- 4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

## Section 5: Stages

### 5.1 Stage 1: Supervisors

- a. A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, his/her representative and the Association.

## 5.2 Stage 2: Chief Executive Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher after consultation with the Grievance Committee shall within five (5) school days, present the grievance to the Chief Executive Officer.
- b. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within five (5) school days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall schedule a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.
- d. The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

## 5.3 Stage 3: Board of Education

- a. If the teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive shall be available for the use of the Board of Education.
- b. Within fifteen (15) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

## 5.4 Stage 4: Arbitration

- a. After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association

determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.
- d. 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.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

## ARTICLE X ~ RECRUITMENT AND SELECTION

- A. All members of the teaching staff must be duly certified as required by law and by regulations of the Commissioner of Education.
- B. The Superintendent of Schools, in cooperation with other supervisory personnel and teaching staff, will recruit and recommend to the Board, candidates for teaching who have the highest possible qualifications both professional and personal.
- C. Prior Service - The Superintendent of Schools is authorized to grant prior service credit up to a maximum of one year for each year of teaching and one year for each year of military service.

Up to a maximum of five (5) years credit for related experience may be granted at the sole discretion of the Superintendent.

## ARTICLE XI ~ ABSENCES

The following sections shall apply to all full-time teachers. In the case of part-time teachers, the number of days allowed is proportionate to the amount of employment, (2/5, 3/5, etc.).

### A. Personal Illness

- 1. Teachers will be allowed fifteen (15) days annual sick leave, which will be posted at the beginning of each school year, to a maximum of one hundred and eighty-five (185) days. This assumes that the teacher will be employed the entire school year and will earn the 15 days at the rate of one and one-half (1½) days per month.

Should a teacher leave the District before the end of the school year, then the teacher shall only be entitled to 1½ days for each month employed. The District may withhold from the final paycheck any monies already paid to a teacher that goes beyond the amount the teacher is due.



2. In cases of serious and/or prolonged illness, or injury, the Association may grant to a teacher who has exhausted his or her current and accumulated sick leave, additional sick leave with full pay subject to the following:
  - a. a bank shall have been established by the Association and shall contain at least one hundred (100) days;
  - b. donations must be in equal number of days from all donors;
  - c. no individual donation may exceed three (3) days in any school year;
  - d. no more than three hundred (300) total days per school year may be utilized. Under extenuating circumstances, the 300 day limit may be waived in any year by the Board;
  - e. a committee appointed by the Association shall oversee the operation of the bank consistent with the criteria spelled out above;
  - f. no more than fifty (50) days may be initially granted to an individual in a particular school year. The individual may apply for an additional 40 days upon expiration of the first 50 days. These additional days will not be subject to the waiting period in g below;
  - g. a teacher applying to the Association shall complete a one week (5 day) waiting period before receiving days from the bank. The District will loan the teacher these five (5) sick days, if such days are needed for pay purposes, to be repaid when the teacher returns to work;
  - h. if a teacher needs additional sick leave after being granted 90 days by the Association, then the Board will provide to the teacher additional sick leave with full pay up to 90 days. Such days will not be deducted from the days that may be granted under provisions a-g above. These days will not be subject to the waiting period in g above;

- i. a teacher who has not contributed any days to the sick bank, and has not maintained membership in the sick bank by contributing additional days when required to do so by the Association, shall not be eligible for any of the additional sick days provided pursuant to section 2.a. through 2.h. above;
  - j. substantiation of need for additional leave time under 2.a. through 2.h. above will be provided to the Association, and thereafter, to the District.
3. Additional leave and/or benefits may be available under the Family and Medical Leave Act of 1993 (FMLA).

B. Family Illness

Absences due to serious family illness may be taken without salary deduction by using the regular sick leave credit to a maximum of fifteen (15) days per year. Family here refers to children, spouse, parent, sister, brother or other member of the immediate household. In suspected cases of abuse or where the illness exceeds three (3) consecutive days, the Administration may ask for substantiation.

Additional leave and/or benefits may be available under the Family and Medical Leave Act of 1993 (FMLA).

C. Bereavement

Absence without salary deduction shall be granted for a period of three (3) days for death in the family. Family here refers to children, spouse, parent, sister, brother, in-laws, grandparents, grandchildren and other members of the immediate household. Extension beyond three (3) days may be granted by the Superintendent and deducted from accumulated sick leave credit. Up to two (2) additional days will be allowed, if travel is in excess of 200 miles one way.

Absence without salary deduction shall be granted for a period of one (1) day for death of a relative other than immediate family. Extension beyond one (1) day may be granted by the Superintendent and deducted from accumulated sick leave credit.

Family shall also include a person for whom the unit member is executor of the estate or the closest surviving relative.

D. Professional Purposes

Absences for professional purposes shall be at the discretion of the Superintendent with no loss in pay to the employee.

E. Legal Commitments

Absence may be granted without salary deduction when approved by the Superintendent for such reasons as: jury duty, court appearances, etc.

F. Religious Observance

Absences which are necessitated by religious observance will not result in salary deduction provided the employee obtains prior permission from the Superintendent.

G. Personal

All teachers will be granted three (3) days each year to be used for any purpose they wish and no reasons shall have to be given to an administrator.

1. There shall be minimum of twenty-four (24) hours notice given to the building principal in all instances except emergency situations.
2. It is not intended that these days be used to extend a vacation. If such days are to be taken at a time either prior to or following a vacation, the teacher may be asked by the Superintendent to verify the fact that such leave was of personal nature and was not indeed used to extend the vacation period.
3. Any personal leave days unused at the end of the school year shall be added to accumulated personal leave credit to be used solely for the purpose specified in Article XI(H). Personal leave credit may accumulate to a maximum of fifty (50) days. At the request of the unit member, days may be shifted from accumulated personal leave credit to accumulated sick leave credit where they may be used for any contractually allowed purpose stated for sick leave accumulation.

If days are shifted out of personal day accumulation they may not be used for the purposes specified in Section H or Article XI.

4. Any unit member with twenty years of teaching experience in Potsdam Central School may convert five (5) unused sick days for one personal day. This personal day may be used before or after a vacation, but it may not be used consecutively with other personal days. This conversion may be done once each year, however, the unit member must inform the District that he or she is electing this option prior to June 30th of each school year. Any personal leave days unused at the end of the school year shall be added to accumulated personal leave credit to be used solely for the purpose specified in Article XI(H).
5. Anyone not qualifying with twenty years teaching experience in Potsdam may convert five (5) sick days for one (1) personal day once their accumulation has reached one hundred and twenty-five (125) days. They may do this once a year whenever their accumulation is 125 days or more and they may not take this day immediately before or after a vacation. The unit member must inform the District that he or she is electing this option prior to June 30th of each school year. Unit members may not take this day immediately before or after a vacation. Any personal leave days unused at the end of the school year shall be added to accumulated personal leave credit to be used solely for the purpose specified in Article XI(H).
6. On June 30th of each school year, if a unit member has accumulated 190 or more unused sick days, the District will automatically convert five of those unused sick days to one personal day. This personal day shall be added to accumulated personal leave credit to be used solely for the purpose specified in Article XI(H)).

H. Accumulated Sick Leave and Personal Leave\*

1. Accumulated sick leave will be paid to a retiring teacher (age 55 or older) at the rate of \$22.50 per day.

2. Accumulated personal days will be paid to a retiring teacher (age 55 or older) at the rate of \$50 per day.

*\*See Appendix C.*

## ARTICLE XII ~ LEAVES

### A. Leave of Absence

The Board may, upon recommendation of the Superintendent, grant a leave of absence without pay to a tenured teacher. Such leave shall not exceed two (2) years in length. Credit for salary increment and step will be given a teacher on leave of absence, if said teacher is teaching in his or her area of certification while on leave and is subject to approval by the Superintendent. Additional leave and/or benefits may be available under the Family and Medical Leave Act of 1993 (FMLA).

### B. Medical Leave

A medical leave of absence without pay may be granted to a tenured teacher after sick leave credits have been exhausted. Additional leave and/or benefits may be available under the Family and Medical Leave Act of 1993 (FMLA).

### C. Military Leave

A military leave of absence shall be granted to a professional employee without any loss of benefits according to law.

### D. Sabbatical Leave

On the recommendation of the Superintendent, the Board may permit an excessed teacher to take a sabbatical leave as provided in Article VIII(J)(8). There will be a limit to sabbatical leaves taken for this purpose on the following basis:

Two full-time leaves per school year.

One semester leave per school year.

Leaves may be granted for a full year at half pay or a half year at full pay, to be paid at the regular pay periods during the period of the sabbatical without restrictions on grants or fellowships received.

Eligibility: The applicant must be a fully certified staff member with a Bachelor's Degree, plus thirty (30) hours and must have had a total of at least seven (7) years of professional service in the Potsdam Central School District and at least seven (7) years subsequent to any previous sabbatical.

While on sabbatical leave, an employee will not forfeit retirement benefits, salary or promotion benefits, health insurance protection nor other normal appropriate benefits accorded other members of the professional staff.

No employee on sabbatical leave shall engage in study for a profession other than teaching or for an administrative certificate.

Any teacher granted a sabbatical leave must agree to teach for the Potsdam Central School District for a minimum of two (2) years immediately following completion of the leave. Monies paid the teacher while on leave shall be considered as a loan secured by a promissory note made payable to the Potsdam Central School District. Such note shall be cancelled in the event of death or permanent disability at any time prior to two (2) years following the ending of the leave. It shall be cancelled at the rate of 50% for each year of service during the two (2) years immediately following the end of the leave.

Under special circumstances, a teacher may be granted leave without pay and the time limit extended for the cancellation of the note. Failure of a teacher to return to service in the Potsdam Central School District (without prior approval of the Board of Education) and failure to complete the required two (2) years service shall result in the appropriate uncanceled portion of this note becoming immediately due and payable without recourse.

A teacher accepting a sabbatical leave will sign a promissory note on which it is indicated that he or she will be liable for legal action in the event the note is not satisfied in full.

## ARTICLE XIII ~ IN-SERVICE TRAINING

- A. Participation in all in-service courses funded through this Article will be voluntary. (In no way does this alter current policy toward in-service courses handled outside of this provision.)
  
- B. Eligibility - Any individual from the Teachers' Unit, the Administration, or Board of Education may submit a proposal for in-service programs to the Committee. This proposal would consist merely of a request for an in-service program which must clearly state how the course would meet one or more of the following criteria:
  - 1. It will solve specific educational needs within the School District.
  - 2. It will be related to the School District's total educational objectives.
  - 3. It will meet specific professional or personal needs of an individual teacher or group of teachers.
  
- C. Procedures for Approval of Proposal - The Committee in charge of screening and approval shall consist of three appointees of the Association President, two appointees of the Superintendent and one appointee of the President of the Board of Education. A majority vote (4 members) will be needed for approval of any proposal.

The Committee shall announce approvals for submitted proposals on the following dates:

June 1 for Fall Courses

October 1 for Spring Courses

February 1 for Summer Courses

These announcements shall be in writing to the Association President, the Superintendent, and the person who submitted the proposal.

- D. The Committee will screen and approve in-service courses that may be offered. They may recommend to the Superintendent/Board of

Education the means of implementing the course. (Notwithstanding Article XVIII of the Teachers' Contract, all arrangements for instruction for in-service courses shall be by individual contract.)

Appeal - In cases of disagreement with the Committee's decision, a member of the Teachers' Unit, Administration or Board of Education may submit a written request for a review of the decision within 10 days of the announcement of the Committee's decision. The Superintendent of Schools and the Association President will act as a Committee to review the original decision. If they cannot reach an agreement within 10 days to change the decision, then the original Committee's decision stands.

- E. Funding - The Board of Education will budget the sum of \$15,000 for in-service programs approved and funded through the Committee's action. This amount covers the cost of providing the in-service course and the cost of providing substitutes or providing remuneration of those persons taking the course.
- F. Remuneration - The in-service courses may be offered through the use of release time (with no remuneration to the teacher) or offered outside of school hours with teachers being paid at the following hourly rate: \$24.34. Those courses which require preparation beyond actual contact time will be given consideration for additional pay at the same rate with the number of preparation hours established by the Committee. If a course is offered for personal needs of an individual teacher or group of teachers, remuneration may not be given.

#### **ARTICLE XIV - CONFERENCES AND TRAVEL**

- A. It shall be the policy of the Board of Education to encourage participation of school personnel in conferences, seminars, workshops and school visitation programs in order to provide opportunities for evaluation and improvement of the total educational offerings of the School District.

The Board delegates to the Superintendent the responsibility for determining, within the framework of the allocated funds, the extent to which members of the professional staff shall travel at District



expense for the above mentioned purposes. Any teacher receiving approval to participate in any of the above mentioned activities will be reimbursed by the School District as follows: all transportation costs, if commercial transportation is used, or reimbursement at the District rate per mile, if use of a private automobile is approved in advance; all hotel or motel bills; all meals up to a maximum of \$22.50 per day; all registration fees, but not to include any area, state or national teacher association or organization dues.

- B. No more than two designated representatives of the Association will be permitted to utilize up to a maximum of three (3) conference days per year for attendance at the annual Representative Assembly of New York State United Teachers. The District shall not subsidize such attendance in any manner. The Association shall reimburse the District for the cost of any necessary substitute(s) hired to replace Association representative(s) utilizing this provision at the current minimum District rate of per diem substitutes.

## ARTICLE XV - INSURANCE

- A. Liability

The Board shall provide public liability insurance to save harmless and protect all employees of the District including teachers, supervisors, administrators and student teachers from financial loss arising from any bodily injury or property damage claim, demand, suit or judgment by reason of alleged negligence in discharging his/her regular or assigned duties.

- B. Workers' Compensation

1. An employee who files and becomes eligible for workers' compensation will receive his/her regular salary for the first four (4) weeks of absence from work.
2. At the end of the four (4) week period he/she may extend his/her regular salary by using any or all of his/her accumulated sick leave.

3. Sick leave charged to the employee will be restored in proportion to the dollar value received by the District from compensation.

Example: Employee is absent 30 days on compensation.  
Day 1 through day 20 - no deduction (see [1] above).  
Compensation for day 21 through day 30 = \$300.  
Teacher's daily salary = \$100.  
Sick leave restored = 3 days ( $\$300/\$100 = 3$  days).

4. The Board will review all cases and may recommend that a supplementary payment be made to the employee after such leave period has expired.

C. Health Insurance

The Board and the Association agree to continue until changed by mutual agreement the health insurance benefits contained in Appendix A. Effective January 1, 2008, the District will assume 98% of the pure premium cost that the District pays to the Consortium for active unit members and their dependents. The Board agrees to continue paying the premium for retired teachers at the rate in effect as of June 1978, or their retirement (whichever is later), plus the Medicare payment. This insurance provision extends beyond the term of the contract and shall be subject to arbitration should any dispute arise concerning such.

Also, effective January 1, 2008, the District will assume 100% of the premium cost for future retired unit members and their dependents, except that a retired unit member with fewer than ten (10) years service in the District will continue the shared premium cost that is in effect at the time of retirement. For these retirees, Medicare Part B premiums will continue to be reimbursed by the District.

Any active unit member health care premium contribution(s) may be run through the District's 125 Plan.

- D. As part of this 2004-10 agreement, a Joint Committee of representatives for the Association and the District will be formed no later than January 2008 to investigate alternate carriers for the District's Health Insurance Plan. The committee shall include six members with an equal number of Association and District representatives selected by the respective parties. The charge of this Joint Committee will be to request proposals from alternate carriers

and to conduct a comparative study of such proposals. Should any of the requested total premium quotes for active and retired unit members be at least 10% lower than the total premiums charged by the St. Lawrence-Lewis School District Employees Medical Plan, as modified by Riders 5 & 6, for the same group of unit members, and be considered comparable by both parties, the Association and the District will give strong consideration to a change in carriers. Any recommendation of this committee shall be subject to ratification by both parties.

E. Dental/Optical Insurance

Effective, July 1, 2007 the District will contribute at an annual amount equal to \$250 multiplied by the number of unit members toward a dental or dental/optical plan to be selected by the Association. Effective July 1, 2008, this amount shall increase to \$275. Effective July 1, 2009 this amount shall increase to \$300.

- F. The District will continue to provide a Flexible Benefit or 125 Plan. Such plan shall be administered by a third party administrator mutually selected, and its operating procedures shall be jointly determined by the parties. This plan may be utilized for premium payments, dependent care and unreimbursed medical expenses, as allowed by law.

**ARTICLE XVI ~ COACHES' SALARY SCHEDULE (2007-10)**

Football, Basketball, Hockey, Baseball, Track, Wrestling, Soccer, Cross Country, Lacrosse, Volleyball, Swimming, Golf and Softball:

**Head Varsity Coaches**

| Step | 2007-08 | 2008-09 | 2009-10 |
|------|---------|---------|---------|
| 1    | 2,940.  | 3,058.  | 3,180.  |
| 2    | 3,203.  | 3,331.  | 3,465.  |
| 3    | 3,362.  | 3,497.  | 3,637.  |
| 4    | 3,566.  | 3,708.  | 3,857.  |
| 5    | 3,887.  | 4,043.  | 4,204.  |
| 6    | 4,203.  | 4,371.  | 4,545.  |
| 7    | 4,527.  | 4,708.  | 4,897.  |

**Junior Varsity and Assistant Coaches**

| Step | 2007-08 | 2008-09 | 2009-10 |
|------|---------|---------|---------|
| 1    | 2,071.  | 2,154.  | 2,240.  |
| 2    | 2,198.  | 2,286.  | 2,377.  |
| 3    | 2,311.  | 2,403.  | 2,499.  |
| 4    | 2,449.  | 2,547.  | 2,649.  |
| 5    | 2,622.  | 2,727.  | 2,836.  |
| 6    | 2,836.  | 2,949.  | 3,067.  |
| 7    | 3,084.  | 3,207.  | 3,335.  |

Modified Sports - .80 of Junior Varsity.

Cheerleading (2 seasons) - .80 double appropriate Varsity step.

Cheerleading Assistant - 1/2 Varsity step 1.

|                                        | 2007-08 | 2008-09 | 2009-10 |
|----------------------------------------|---------|---------|---------|
| Intramurals (per hour)                 | 19.14   | 19.90   | 20.70   |
| Scorekeeper and Timekeeper (per event) | 22.56   | 23.47   | 24.40   |

**ARTICLE XVII ~ EXTRA-CURRICULAR SALARY (2007-10)**

1. Effective July 1, 2007, members of the instructional unit shall be paid the following designated amounts for duties rendered beyond the normal teaching requirements for the following:

|                                     | 2007-08 |
|-------------------------------------|---------|
| Yearbook – HS                       | 2,315.  |
| Class Advisor(4) – Senior           | 2,089.  |
| Play Director                       | 1,977.  |
| Speech and Debate                   | 1,630.  |
| Comptroller – AAK, HS               | 1,630.  |
| Treasurer – HS                      | 1,276.  |
| Newspaper – HS                      | 1,033.  |
| Yearbook – AAK                      | 1,033.  |
| Student Council - HS                | 936.    |
| Student Council – AAK               | 936.    |
| Audiovisual Coordinator – LA        | 880.    |
| Audiovisual Coordinator – AAK       | 880.    |
| Audiovisual Coordinator – HS        | 880.    |
| Class Advisor(3) – Junior           | 1,061.  |
| National Honor Society              | 630.    |
| Photography Club Advisor – HS*      | 1,049.  |
| Photography Club Advisor – AAK      | 1,049.  |
| Math Counts                         | 988.    |
| Whiz Quiz*                          | 722.    |
| Public Relations – LA               | 598.    |
| Public Relations – HS               | 598.    |
| Public Relations – AAK              | 598.    |
| Varsity Club*                       | 575.    |
| Computer Club – HS*                 | 575.    |
| Computer Club – AAK                 | 600.    |
| Treasurer – AAK                     | 598.    |
| Newspaper – AAK                     | 1,008.  |
| Odyssey of the Mind – LA, AAK       | 600.    |
| Yorker Club – AAK                   | 677.    |
| Class Advisor(2) – Sophomore        | 607.    |
| Artistic Congress                   | 643.    |
| Future Business Leaders of America* | 643.    |
| Technology Club – AAK               | 484.    |
| Class Advisor(1) – Freshman         | 607.    |
| 3-4 Chorus                          | 600.    |
| Chess Club                          | 600.    |
| Grade 5-6 Musical                   | 600.    |
| Interact                            | 600.    |

|                                   | 2007-08 |
|-----------------------------------|---------|
| Jazz Band – AAK                   | 600.    |
| Lip Sync                          | 600.    |
| Show Choir                        | 600.    |
| Ski Club*                         | 600.    |
| Canta Sera                        | 600.    |
| French Club (trip yr.)            | 600.    |
| French Exchange                   | 600.    |
| Jazz Band – HS                    | 600.    |
| Latin Club (trip yr.)             | 600.    |
| Leo Club                          | 600.    |
| Mock Trial                        | 600.    |
| Model UN                          | 600.    |
| Orchestra Conductor (musical)     | 600.    |
| Spanish Club (trip yr.)           | 600.    |
| Technical Director (musical/play) | 600.    |

2. Guidance Counselors shall receive 1/30th of their annual salary for additional time and duties before the opening of school and after the closing of school.
3. Pay for volunteer teacher chaperones is set at the following hourly rates (maximum pay - five hours per event):
 

|                 |         |
|-----------------|---------|
| <u>2007-08:</u> | \$19.14 |
| <u>2008-09:</u> | \$19.91 |
| <u>2009-10:</u> | \$20.71 |
4. With prior approval of the Superintendent or the Superintendent's designee, unit members performing curriculum work during a school recess or summer vacation shall be paid at the following rate per hour upon submission of such documentation as the Superintendent or his designee may request: \$24.34.

### ARTICLE XVIII ~ SUMMER PROGRAMS

Members of the professional staff engaged to teach during the summer will be paid 1/1400th of contract salary per hour.

## **ARTICLE XIX ~ TUITION**

Upon successful completion of an approved course, as indicated by the submission of a transcript or grade report, the Board will pay tuition to the limit of \$150 per academic year for teachers completing their permanent certification.

## **ARTICLE XX ~ SUPERINTENDENT'S DAY**

The District will allow the Association to use one Superintendent's Day per year for the purpose of improving instructional programs in the District. The approval of that day's activities rests with the Superintendent and the Board of Education. Requests should be received by the Superintendent six months in advance.

## 2004~05 Schedule

2004-2005    \$410/\$814    Maximum 1.985 x Step 1    Graduated Steps    Max 30

|    | Grade 1  | 2           | 3           | 4               | 5               | 6               | 7               | 8            |
|----|----------|-------------|-------------|-----------------|-----------------|-----------------|-----------------|--------------|
|    | <u>B</u> | <u>B+15</u> | <u>B+30</u> | <u>B+30M/45</u> | <u>B+45M/60</u> | <u>B+60M/75</u> | <u>B+75M/90</u> | <u>B+90M</u> |
| 1  | 31,355   | 31,765      | 32,175      | 32,585          | 32,995          | 33,405          | 33,815          | 34,225       |
| 2  | 32,420   | 32,844      | 33,268      | 33,692          | 34,116          | 34,540          | 34,964          | 35,387       |
| 3  | 33,485   | 33,923      | 34,361      | 34,799          | 35,236          | 35,674          | 36,112          | 36,550       |
| 4  | 34,550   | 35,002      | 35,454      | 35,905          | 36,357          | 36,809          | 37,261          | 37,712       |
| 5  | 35,615   | 36,081      | 36,546      | 37,012          | 37,478          | 37,943          | 38,409          | 38,875       |
| 6  | 36,680   | 37,160      | 37,639      | 38,119          | 38,598          | 39,078          | 39,558          | 40,037       |
| 7  | 37,745   | 38,238      | 38,732      | 39,226          | 39,719          | 40,213          | 40,706          | 41,200       |
| 8  | 38,810   | 39,317      | 39,825      | 40,332          | 40,840          | 41,347          | 41,855          | 42,362       |
| 9  | 39,875   | 40,396      | 40,918      | 41,439          | 41,961          | 42,482          | 43,003          | 43,525       |
| 10 | 40,940   | 41,475      | 42,011      | 42,546          | 43,081          | 43,617          | 44,152          | 44,687       |
| 11 | 42,005   | 42,554      | 43,103      | 43,653          | 44,202          | 44,751          | 45,300          | 45,850       |
| 12 | 43,070   | 43,633      | 44,196      | 44,759          | 45,323          | 45,886          | 46,449          | 47,012       |
| 13 | 44,135   | 44,712      | 45,289      | 45,866          | 46,443          | 47,020          | 47,598          | 48,175       |
| 14 | 45,200   | 45,791      | 46,382      | 46,973          | 47,564          | 48,155          | 48,746          | 49,337       |
| 15 | 46,265   | 46,870      | 47,475      | 48,080          | 48,685          | 49,290          | 49,895          | 50,500       |
| 16 | 47,330   | 47,949      | 48,568      | 49,186          | 49,805          | 50,424          | 51,043          | 51,662       |
| 17 | 48,395   | 49,028      | 49,660      | 50,293          | 50,926          | 51,559          | 52,192          | 52,825       |
| 18 | 49,460   | 50,107      | 50,753      | 51,400          | 52,047          | 52,694          | 53,340          | 53,987       |
| 19 | 50,525   | 51,185      | 51,846      | 52,507          | 53,167          | 53,828          | 54,489          | 55,149       |
| 20 | 51,590   | 52,264      | 52,939      | 53,614          | 54,288          | 54,963          | 55,637          | 56,312       |
| 21 | 52,655   | 53,343      | 54,032      | 54,720          | 55,409          | 56,097          | 56,786          | 57,474       |
| 22 | 53,720   | 54,422      | 55,125      | 55,827          | 56,530          | 57,232          | 57,934          | 58,637       |
| 23 | 54,785   | 55,501      | 56,217      | 56,934          | 57,650          | 58,367          | 59,083          | 59,799       |
| 24 | 55,850   | 56,580      | 57,310      | 58,041          | 58,771          | 59,501          | 60,232          | 60,962       |
| 25 | 56,915   | 57,659      | 58,403      | 59,147          | 59,892          | 60,636          | 61,380          | 62,124       |
| 26 | 57,980   | 58,738      | 59,496      | 60,254          | 61,012          | 61,770          | 62,529          | 63,287       |
| 27 | 59,045   | 59,817      | 60,589      | 61,361          | 62,133          | 62,905          | 63,677          | 64,449       |
| 28 | 60,110   | 60,896      | 61,682      | 62,468          | 63,254          | 64,040          | 64,826          | 65,612       |
| 29 | 61,175   | 61,975      | 62,775      | 63,574          | 64,374          | 65,174          | 65,974          | 66,774       |
| 30 | 62,240   | 63,054      | 63,867      | 64,681          | 65,495          | 66,309          | 67,123          | 67,937       |



## 2005~06 Schedule

2005-2006      \$410/\$816      Maximum 1.99 x Step 1      Graduated Steps      Max 30

|    | Grade 1  | 2           | 3           | 4               | 5               | 6               | 7               | 8            |
|----|----------|-------------|-------------|-----------------|-----------------|-----------------|-----------------|--------------|
|    | <u>B</u> | <u>B+15</u> | <u>B+30</u> | <u>B+30M/45</u> | <u>B+45M/60</u> | <u>B+60M/75</u> | <u>B+75M/90</u> | <u>B+90M</u> |
| 1  | 31,975   | 32,385      | 32,795      | 33,205          | 33,615          | 34,025          | 34,435          | 34,845       |
| 2  | 33,067   | 33,491      | 33,915      | 34,339          | 34,763          | 35,187          | 35,611          | 36,035       |
| 3  | 34,158   | 34,596      | 35,034      | 35,472          | 35,910          | 36,348          | 36,786          | 37,224       |
| 4  | 35,250   | 35,702      | 36,154      | 36,606          | 37,058          | 37,510          | 37,962          | 38,414       |
| 5  | 36,341   | 36,807      | 37,273      | 37,739          | 38,205          | 38,671          | 39,137          | 39,603       |
| 6  | 37,433   | 37,913      | 38,393      | 38,873          | 39,353          | 39,833          | 40,313          | 40,793       |
| 7  | 38,524   | 39,018      | 39,512      | 40,006          | 40,500          | 40,994          | 41,488          | 41,982       |
| 8  | 39,616   | 40,124      | 40,632      | 41,140          | 41,648          | 42,156          | 42,664          | 43,172       |
| 9  | 40,707   | 41,229      | 41,751      | 42,273          | 42,795          | 43,317          | 43,839          | 44,361       |
| 10 | 41,799   | 42,335      | 42,871      | 43,407          | 43,943          | 44,479          | 45,015          | 45,551       |
| 11 | 42,891   | 43,441      | 43,991      | 44,541          | 45,090          | 45,640          | 46,190          | 46,740       |
| 12 | 43,982   | 44,546      | 45,110      | 45,674          | 46,238          | 46,802          | 47,366          | 47,930       |
| 13 | 45,074   | 45,652      | 46,230      | 46,808          | 47,386          | 47,964          | 48,541          | 49,119       |
| 14 | 46,165   | 46,757      | 47,349      | 47,941          | 48,533          | 49,125          | 49,717          | 50,309       |
| 15 | 47,257   | 47,863      | 48,469      | 49,075          | 49,681          | 50,287          | 50,893          | 51,499       |
| 16 | 48,348   | 48,968      | 49,588      | 50,208          | 50,828          | 51,448          | 52,068          | 52,688       |
| 17 | 49,440   | 50,074      | 50,708      | 51,342          | 51,976          | 52,610          | 53,244          | 53,878       |
| 18 | 50,532   | 51,179      | 51,827      | 52,475          | 53,123          | 53,771          | 54,419          | 55,067       |
| 19 | 51,623   | 52,285      | 52,947      | 53,609          | 54,271          | 54,933          | 55,595          | 56,257       |
| 20 | 52,715   | 53,391      | 54,067      | 54,742          | 55,418          | 56,094          | 56,770          | 57,446       |
| 21 | 53,806   | 54,496      | 55,186      | 55,876          | 56,566          | 57,256          | 57,946          | 58,636       |
| 22 | 54,898   | 55,602      | 56,306      | 57,010          | 57,713          | 58,417          | 59,121          | 59,825       |
| 23 | 55,989   | 56,707      | 57,425      | 58,143          | 58,861          | 59,579          | 60,297          | 61,015       |
| 24 | 57,081   | 57,813      | 58,545      | 59,277          | 60,009          | 60,740          | 61,472          | 62,204       |
| 25 | 58,172   | 58,918      | 59,664      | 60,410          | 61,156          | 61,902          | 62,648          | 63,394       |
| 26 | 59,264   | 60,024      | 60,784      | 61,544          | 62,304          | 63,064          | 63,823          | 64,583       |
| 27 | 60,356   | 61,129      | 61,903      | 62,677          | 63,451          | 64,225          | 64,999          | 65,773       |
| 28 | 61,447   | 62,235      | 63,023      | 63,811          | 64,599          | 65,387          | 66,175          | 66,962       |
| 29 | 62,539   | 63,341      | 64,142      | 64,944          | 65,746          | 66,548          | 67,350          | 68,152       |
| 30 | 63,630   | 64,446      | 65,262      | 66,078          | 66,894          | 67,710          | 68,526          | 69,342       |

## 2006~07 Schedule

2006-2007    \$410/\$818    Maximum 1.95 x Step 1    Graduated Steps    Max 30

|    | Grade 1  | 2           | 3           | 4               | 5               | 6               | 7               | 8            |
|----|----------|-------------|-------------|-----------------|-----------------|-----------------|-----------------|--------------|
|    | <u>B</u> | <u>B+15</u> | <u>B+30</u> | <u>B+30M/45</u> | <u>B+45M/60</u> | <u>B+60M/75</u> | <u>B+75M/90</u> | <u>B+90M</u> |
| 1  | 32,630   | 33,040      | 33,450      | 33,860          | 34,270          | 34,680          | 35,090          | 35,500       |
| 2  | 33,750   | 34,174      | 34,598      | 35,022          | 35,446          | 35,870          | 36,294          | 36,718       |
| 3  | 34,869   | 35,307      | 35,745      | 36,183          | 36,622          | 37,060          | 37,498          | 37,936       |
| 4  | 35,989   | 36,441      | 36,893      | 37,345          | 37,797          | 38,250          | 38,702          | 39,154       |
| 5  | 37,108   | 37,574      | 38,041      | 38,507          | 38,973          | 39,440          | 39,906          | 40,372       |
| 6  | 38,228   | 38,708      | 39,188      | 39,669          | 40,149          | 40,629          | 41,110          | 41,590       |
| 7  | 39,347   | 39,842      | 40,336      | 40,830          | 41,325          | 41,819          | 42,314          | 42,808       |
| 8  | 40,467   | 40,975      | 41,484      | 41,992          | 42,501          | 43,009          | 43,518          | 44,026       |
| 9  | 41,586   | 42,109      | 42,631      | 43,154          | 43,677          | 44,199          | 44,722          | 45,244       |
| 10 | 42,706   | 43,243      | 43,779      | 44,316          | 44,852          | 45,389          | 45,926          | 46,462       |
| 11 | 43,825   | 44,376      | 44,927      | 45,477          | 46,028          | 46,579          | 47,130          | 47,680       |
| 12 | 44,945   | 45,510      | 46,074      | 46,639          | 47,204          | 47,769          | 48,333          | 48,898       |
| 13 | 46,065   | 46,643      | 47,222      | 47,801          | 48,380          | 48,959          | 49,537          | 50,116       |
| 14 | 47,184   | 47,777      | 48,370      | 48,963          | 49,556          | 50,148          | 50,741          | 51,334       |
| 15 | 48,304   | 48,911      | 49,518      | 50,124          | 50,731          | 51,338          | 51,945          | 52,552       |
| 16 | 49,423   | 50,044      | 50,665      | 51,286          | 51,907          | 52,528          | 53,149          | 53,770       |
| 17 | 50,543   | 51,178      | 51,813      | 52,448          | 53,083          | 53,718          | 54,353          | 54,988       |
| 18 | 51,662   | 52,311      | 52,961      | 53,610          | 54,259          | 54,908          | 55,557          | 56,206       |
| 19 | 52,782   | 53,445      | 54,108      | 54,771          | 55,435          | 56,098          | 56,761          | 57,424       |
| 20 | 53,901   | 54,579      | 55,256      | 55,933          | 56,610          | 57,288          | 57,965          | 58,642       |
| 21 | 55,021   | 55,712      | 56,404      | 57,095          | 57,786          | 58,478          | 59,169          | 59,860       |
| 22 | 56,140   | 56,846      | 57,551      | 58,257          | 58,962          | 59,668          | 60,373          | 61,078       |
| 23 | 57,260   | 57,980      | 58,699      | 59,418          | 60,138          | 60,857          | 61,577          | 62,296       |
| 24 | 58,380   | 59,113      | 59,847      | 60,580          | 61,314          | 62,047          | 62,781          | 63,514       |
| 25 | 59,499   | 60,247      | 60,994      | 61,742          | 62,490          | 63,237          | 63,985          | 64,732       |
| 26 | 60,619   | 61,380      | 62,142      | 62,904          | 63,665          | 64,427          | 65,189          | 65,950       |
| 27 | 61,738   | 62,514      | 63,290      | 64,065          | 64,841          | 65,617          | 66,393          | 67,168       |
| 28 | 62,858   | 63,648      | 64,437      | 65,227          | 66,017          | 66,807          | 67,597          | 68,386       |
| 29 | 63,977   | 64,781      | 65,585      | 66,389          | 67,193          | 67,997          | 68,801          | 69,604       |
| 30 | 65,097   | 65,915      | 66,733      | 67,551          | 68,369          | 69,187          | 70,005          | 70,823       |







## ARTICLE XXII ~ JOB SHARING

“Job sharing” shall be defined as two or more unit members sharing a full-time position.

### I. Procedure for Seeking Approval

Teacher must submit a request, in writing, by March 1 of the year preceding the school year job-sharing is to commence to the Superintendent. This request should outline in detail the teacher’s plan, program, reasons and rationale. Should the job-sharing plan involve two current unit members, it should be submitted jointly and reflect any special arrangements or agreements between the two individuals.

All job-sharing leave arrangements should be for a full school year and must commence in September. Exceptions to the foregoing may occasionally be made based upon special or unique circumstances in the sole discretion of the District.

### II. Factors Considered by the Board of Education for Approval of Request for Creation of a Job-Sharing Position

- A. Positive recommendation of the Superintendent.
- B. Availability of qualified substitute to assume remaining portion of the job-shared position, or, in the case of two current unit members seeking to share a position, a qualified substitute to assume the remaining full-time position.
- C. Impact upon the educational program of the District, and upon the specific program involved.
- D. Tenure Status - Only tenured teachers will be approved for job-sharing.

The decision of the Board to grant, refuse or modify a request to create a job-sharing position shall be final and shall not be subject to the grievance procedure.

### III. Conditions

- A. Full-time unit member(s) who engage in job-sharing may be granted up to three consecutive one-year leaves of absence from their full-time position(s) in order to be part of a job-sharing position.
- B. Salary and fringe benefits shall be prorated on the basis of the percentage of a full-time position worked. In no event shall the sum of the pro-rata percentage of salary and fringes exceed 100%. Determination of specific salary and fringe ratio for each participant shall be made prior to approval being granted by the Board of Education.
- C. Specifics of Fringe Benefits
  - 1. Health Insurance - The District will pay the same percentage of the cost of health insurance as the percentage of salary being paid for the period of job-sharing. In order to retain coverage, teachers involved must make satisfactory arrangements to pay the remaining portion of the premium.
  - 2. Leaves - Teachers involved in job-sharing shall be entitled to a prorated number of the various leave days.
  - 3. Tenure Status/Seniority - The tenure status of job-sharing teachers shall remain undisturbed. A job-sharing teacher will accrue seniority on a pro-rata basis, equal to the percentage of a full-time position worked.
  - 4. Substitutes - Substitutes hired in conjunction with a job-sharing arrangement shall be considered long-term substitutes. They shall have no employment rights other than those ordinarily granted to long-term substitutes by contract, agreement or policy.

### IV. Miscellaneous

- A. Duration - Each approved job-sharing arrangement shall be for a one-year period. Application for an additional one-year period shall be made in the same manner as for the original

request, as set forth in Section 1, Procedure for Seeking Approval.

- B. Unit members requesting to continue to job-share beyond a three-year period shall be considered to be voluntarily requesting reduction to less than full-time status. The unfilled portion of their full-time position, or the full-time position resulting from a job-sharing arrangement between two former full-time unit members, shall be considered vacant and no longer encumbered.

In such an instance, the job-sharing arrangement shall be considered permanent, and annual request for approval shall no longer be required. In the event it becomes necessary for the District to alter or terminate a permanent job-sharing arrangement, the teacher(s) involved shall have those rights statutorily reserved to a teacher who voluntarily assumes a less than full-time position.

- C. No job-sharing member may be disciplined, reprimanded or dismissed without just cause at any time during the term of the annual appointment. Any member who takes this position without a leave of absence shall be guaranteed the first full-time opening for which they are certified if they notify the Superintendent in writing of their desire to return to a full-time position.
- D. If a position reduction or elimination were to result in the layoff or reduction of time of a unit member in the same tenure area as the job-sharing position, then the following must occur before any regularly employed (non-substitute) unit member is reduced in position or laid off.
  - 1. All job-sharing positions must be eliminated.
  - 2. Teachers in the job-sharing position must accept a layoff, resign, or if on leave of absence, must return to their full-time position upon expiration of their leave.
- E. Nothing contained herein shall in any way be construed as pertaining to or impacting upon contractual language dealing with other leaves of absence, or upon other arrangements, agreements, procedures, or policies covering other less than



full-time employment situations, or upon terms and conditions of employment of any unit member or substitute not involved in job-sharing.

- F. The terms of this Article shall continue, unless altered by mutual agreement, through June 30, 1998. Subsequent to that date, either party may unilaterally terminate the agreement by written notice to the other no later than February 1, in which case the agreement shall expire on June 30 following such notification. However, the recall rights granted to all job-sharing participants shall remain in full force and effect.

### ARTICLE XXIII ~ MISCELLANEOUS

- A. This Agreement constitutes a full commitment of both parties for the term of said Agreement and the Board will carry out commitments contained herein and give them full force and effect. All articles and items contained herein will supersede any previously written policies where conflicts exist.
- B. The Board will not adopt or modify any policies affecting teachers' salaries, hours or other terms and conditions of employment not contained herein unless it shall first notify the Association of such intent and give them the opportunity to negotiate thereon. The same restriction shall apply to the power of the Superintendent to promulgate new or changed rules and regulations affecting teachers' salaries, hours or other terms and conditions of employment.
- C. Agency Fee - Effective July 1, 1978, the Potsdam Central School shall deduct from the wage or salary of employees in the bargaining unit of the Potsdam Teachers' Association who are not members of the Potsdam Teachers' Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association

maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

- D. Unit members shall be afforded the opportunity for (1) automatic check deposits in banks/credit unions within the Potsdam Central School District; and (2) voluntary VOTE/COPE deductions. Policies and procedures for these deductions and deposits shall be developed by the District.
- E. NYSUT Benefit Trust - The Administrator will direct the fiscal officer of the District to deduct from the salaries of those unit members participating in the Trust an amount authorized by said unit members on NYSUT Benefit Trust forms. These deductions will commence on the second pay period of the school year and will continue for twenty (20) consecutive pay periods in a school year. It is understood that the authorization may be amended or withdrawn at the discretion of the unit member. The monies deducted will be forwarded to the NYSUT Benefit Trust by the fiscal officer.
- F. Professional Decision Making - The District and the Union agree to implement a Professional Decision Making process as required by the Commissioner's regulations.
- G. Long-term Substitutes and Vacancies Occurring During the School Year - Long-term substitutes are employees who replace teachers who are absent for a pre-specified amount of time, where no vacancy exists.

For long-term substitutes, all contractual provisions shall apply from the initial date of employment except that:

1. Annual benefits shall be proportionate to time served.
2. Insurance coverages shall apply from the initial date of employment, but only for substitutes in service that is expected to exceed five calendar months of school or it shall apply from the date it becomes evident that a substitute will serve more than five (5) months if this is not apparent when they are initially employed.

3. Discipline, evaluation or dismissal provisions of the Agreement shall be applicable only after twenty (20) school days of continuous employment.

Notwithstanding any of the foregoing, any encumbered position, in which the regular teacher is absent for more than 20 consecutive school days, shall be considered filled by a long-term substitute as of the twenty-first (21) day. This substitute shall be treated in every respect as a long-term substitute commencing the 21st day. This is intended solely to relate to a situation where an initial absence is not for a pre-specified amount of time.

In the event a position becomes vacant due to resignation during the school year:

1. Any teacher employed to fill the position shall be afforded all of the benefits and rights of the contract except the right to continued employment as a probationary teacher.
2. The District may discharge any teacher filling the vacant position without cause during the first 25 school days or two calendar months (whichever is longer) that the position is vacant and such decision shall not be subject to reversal by any contract provision impacting discharge or discipline.
3. If the District has not formally appointed a teacher to the vacancy after 25 school days or two calendar months (whichever is longer) then the teacher filling the vacancy on the 26th day shall be considered to have a probationary appointment. Even subsequent to this date, the District is not required to continue the probationary appointment of an uncertified teacher beyond the point where it would conflict with its legal obligations to hire a certified employee.

Should a situation arise in which the District receives a commitment from a certified teacher to fill a vacancy occurring during the school year, it shall be permissible for the District to engage a per diem substitute to fill the position for a period of no more than twenty-five (25) school days or two calendar months (whichever is longer), should the certified teacher making the commitment to the vacant position be unavailable to immediately start work.

It is the intent of this provision to allow the District a reasonable period of time to screen candidates for a new position before requiring a probationary appointment decision while simultaneously placing time limits on such a process so that it does not become interminable.

Nothing contained herein shall be interpreted to require the District to fill any position.

- H. The President of the Potsdam Teachers' Association shall receive one(1) duty-free period daily in addition to regular prep time.
- I. When a unit member is filling a part-time position or when a unit member's position is voluntarily reduced to less than full-time, the unit member shall accrue seniority on a pro-rata basis for purposes of layoff and recall.
- J. Teacher Retirement Incentive\* – Incentive will be based on actual years of service in the Potsdam Central School District.

| <u>Years of Service:</u> | <u>Amount</u> |
|--------------------------|---------------|
| 10 years                 | 6,000         |
| 15 years                 | 9,000         |
| 20 years                 | 12,000        |
| 25+ years                | 15,000        |

One Year Window – Must be taken either prior to or in the first year of eligibility without penalty for retirement under the N.Y.S. Teachers' Retirement System.

Notice must be given by February 1 for June retirement or four months prior notice for dates of retirement other than June.

*\*See Appendix C.*

**ARTICLE XXIV ~ PERIOD OF AGREEMENT**

The period of this Agreement shall extend from July 1, 2004, until June 30, 2010. However, only salary increases will be applied retroactively to July 1, 2004, in accordance with Article XXI, and athletic and extra-curricular stipend increases will be applied retroactively to July 1, 2007, in accordance with Articles XVI and XVII; all other provisions of this Agreement will be effective upon ratification by both parties.

**IN WITNESS WHEREOF**, the parties have executed this document by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For the Association:

For the Employer:

\_\_\_\_\_  
Anthony Vaccaro, President  
Potsdam Teachers' Association

\_\_\_\_\_  
Patrick Brady  
Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

Appendix A is the St. Lawrence-Lewis Counties School District Employee Medical Plan booklet.

St. Lawrence-Lewis Counties School District Employees Medical Plan Addendum to the Plan Document and Summary Plan Description

### *Rider 5*

The Prescription Drug Benefits noted on pages 23 and 39 will be changed to reflect the following:

Retail Pharmacy (30 day supply only):

The covered person pays: \$10 per generic prescription

The covered person pays: \$20 per preferred brand name prescription

The covered person pays: \$30 per non-preferred brand name prescription

Mail-Order Pharmacy (90 day supply) (Maintenance Drugs Only):

The covered person pays: \$10 per generic prescription

The covered person pays: \$20 per preferred brand name prescription

The covered person pays: \$30 per non-preferred brand name prescription

These co-payments are capped for the base twelve month period at the following annual limits: \$300 for an individual enrollment; \$600 for a two-person enrollment; and, \$900 for a family enrollment.

The designation of whether a prescription drug is preferred or non-preferred will be made by the Plan's Prescription Benefit Manager (currently ProAct). This listing will be distributed at least once each Plan Year. Changes to the designation will only be made four times each Plan Year by the Prescription Benefit Manager, and will not be subject to the direction of the Plan Administration, Board of Directors or Consultant. Should the Plan's Prescription Benefit Manager be changed in the future, any new formulary will reflect tier designations that are equivalent or more favorable as an entire list to the employees, and all conditions of this clause will be binding.

The prescription drug co-payments and caps will be indexed and subject to change in the following manner: prescription drug co-

payments and annual co-payment limits will increase in whole dollar amounts (e.g., \$11/\$22/\$33 and \$330/\$660/\$990, followed by \$12/\$24/\$36 and \$360/\$720/\$1,080) every time the annual cumulative per capita prescription drug costs of the Rider 5 covered persons increase by 10% over the base period per capita costs (the first twelve months of Rider 5 participation).

Prescription costs for Rider 5 participants will be totaled at the end of each month for the immediately preceding twelve month period and divided by the number of Rider 5 persons; said per capita amount must be at least 10% higher than the base period amount for the initial increase in co-pays and caps to occur, then 20% higher than the base period amount for the second increase to occur, etc.

### **Rider 6**

The co-payments for the Medical Benefits noted on Pages 18 through 25 will be changed to reflect the following:

All \$10 co-payments referred to in the Benefit Summary Section will be changed to \$15 with the exception of the Hospital Outpatient and Ambulatory Surgery Center co-payments which will be changed to \$20.

All \$75 facility co-payments referred to in the Benefit Summary Section will be changed to \$100.

The \$50 Emergency Room co-payment referred to the Benefit Summary will be changed to \$75.

## APPENDIX B

A unit member who opts not to be a covered person under the St. Lawrence-Lewis School District Employees Medical Plan, either through the Potsdam Central School or through another participating district, will be eligible to receive the following annual amount based upon the coverage to which that unit member would otherwise be entitled:

- \$500 for refusal of individual coverage;
- \$750 for refusal of two-person coverage;
- \$1,000 for refusal of family coverage; and
- \$500 for waiving family coverage and retaining individual coverage.

The option to receive payment in lieu of coverage may be exercised annually and will be paid to the unit member at the end of each school year. Unit members shall have the right to have their health insurance coverage reinstated at anytime they may so choose. For those who wish their coverage reinstated, the District shall guarantee immediate coverage for any preexisting condition with no waiting period required.

Rejoining the Health Insurance Plan should preferably be done at the end of a month's billing cycle. The unit member's cash payment will be prorated to the length of time coverage was waived under this agreement.

This agreement, or use thereof, will not diminish in any way a unit member's rights to retirement coverage, COBRA coverage, surviving spouse coverage, or any other benefits guaranteed by the Health Plan, the Teachers' Contract, or existing law.



## APPENDIX C

### *Employer Non-Elective Contribution to 403(b) Plan*

1. **Employer Non-Elective Contribution - Retirement Incentive** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a Retirement Incentive in accordance with Article XXIII, Paragraph J of the collective bargaining agreement. Such contribution will be in an amount equal to and in place of the retirement incentive outlined in Article XXIII, Paragraph J of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.
2. **Employer Non-Elective Contribution – Leave Conversion** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a leave conversion under Article XI, Paragraph H of the collective bargaining agreement. Such contribution will be in an amount equal to and in place of the accumulated leave provision under Article XI, Paragraph H of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.
3. **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.
4. **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 exceeds the applicable Contribution Limits, 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 have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* is fully met through payment of the Employer's Non-Elective Contribution.

5. **403(b) Accounts** Employer Non-Elective contributions shall be deposited into the mutually agreed upon 403(b) provider, currently ING Life Insurance and Annuity Company, in the name of the employee.

6. **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.
7. This section 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.
8. This section shall further be subject to the approval of the 403(b) Provider, which shall review the section solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
9. Both the Employer and 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.

## APPENDIX D

### Mentoring Program

1. A Mentor Program will be established.
2. Two (2) Mentor Program Coordinators will be paid a stipend of one thousand dollars (\$1,000) each school year.
3. Mentors will be paid a stipend of five hundred dollars (\$500) and Mentees will be paid a stipend of two hundred fifty dollars (\$250) each school year.
4. This payment will be made no later than May 31<sup>st</sup> of each school year provided a claim form has been submitted to the Superintendent prior to May 31<sup>st</sup> of that year.
5. The continuation and conditions of the program and the stipend amounts will be negotiated by the parties for ensuing years.