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Contract Database Metadata Elements

Title: **New Paltz Central School District and New Paltz United Teachers (2005)**

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Union: **New Paltz United Teachers**

Local:

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MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE NEW PALTZ CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District " and THE NEW PALTZ UNITED TEACHERS, hereinafter referred to as "NPUT."

Whereby the District and NPUT agree to revive and incorporate the provisions of the 2001-2005 agreement between them into a successor two year agreement effective March 1, 2005 and terminating on June 30, 2007, except as modified by the following memorandum provisions.

Modify Article 1.A. by:
Adding physical therapist

Replace Article 5.A with:

The teacher work year shall be 184 days, at least three of which shall be non-instructional Superintendent's conference days. NPUT will be given a copy of the calendar, prior to publication, and shall be given the opportunity to discuss the designated days. The District shall also specify the order in which the designated days will be deleted should there be emergency closings. The District shall have final discretion as to which days shall be designated and which of the scheduled days off will be canceled because of emergency closings.

Replace Article 23.B. with:

The Board of Education agrees to contribute toward health insurance at the rate of:

- 1.) Ninety-five percent (95%) for individual coverage of the plan referred to in section A,
- 2.) Ninety percent (90%) for family coverage of the plan referred to in section A
- 3.) The District shall continue contributing for retirees at the same percentage rates as set forth above.
- 4.) The District shall continue to make Medicare reimbursement payments upon the same basis after the change to the Dutchess Health Insurance Plan as were provided under the State Health Insurance Plan.

Modify Article 25.A. by:

Eliminating 2001-2004 references	
Adding 2005-2006	\$1,225.00
Adding 2006-2007	\$1,375.00

Eliminate Appendix F, and Add to Article 32:

A. During the 2005-2006 and 2006-2007 school years only, teachers who have served in the New Paltz Central School District for at least ten (10) consecutive years (excluding periods of leaves of absence without pay), and who retire from the New Paltz Central School District at the end of first semester or on June 30th of the school year in which they are first eligible for full retirement benefits shall be entitled to a retirement incentive. To be eligible, all of the following requirements must be met

- 1) The retirement must be effective the end of first semester or June 30th of the school years referenced in #3 below,
- 2) The teacher must have served in the New Paltz Central School District for at least ten (10) consecutive years (excluding periods of leaves of absence without pay
- 3) The teacher must retire during the school year they first eligible for full retirement benefits.
 - a. Tier 1, school year in which they reach age 55 and have 20 years of service.
 - b. Tier 2, 3 and 4, the school year in which they reach age 62 with 20 years of service or age 55 to 61 with 30 years of service, whichever is first.
- 4) At least four (4) months prior written notice must be received by the to the Business Office (due by February 30th)
- 5) The amount of the incentive shall be calculated upon the following point system:
- 6) Each teacher eligible for payment hereunder shall be credited with 1 point per year for Teachers Retirement System creditable years (up to a maximum of 20 points), 1 point for each year of service in the District (up to a maximum of 10 points) and a number of points equal to the numerical step on the Teachers Salary Schedule represented by the teacher's placement during the school year in which separation from service will occur (up to a maximum of 20 points).
- 7) The retirement incentive shall be \$600 times the number of points up to a maximum of \$30,000 (for 50 points or more)

[NOTE: The provisions of paragraph "A" hereinabove shall become null and void on June 30, 2007 except for the purpose of nforcement of payments of those who opted for this benefit.]

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

B. If a teacher retires effective on or before June 30 2006 and **notifies the district in writing by February 22, 2005**, they will be eligible for the retirement incentive referred to above (in section A), with the exception that requirements 1, 3 and 4 will be waived. This is agreed to as a one time exception to these requirements and NPUT will not ask for any further exceptions to the requirements set forth above (in section A).

- C. The payment of monies due to teachers, as set forth above and in Article 31, shall
- 1) All retirement incentives due under this article and article 31 shall be in the nature of non-elective payments made directly by the District into the unit member's Section 403(b) (7) tax sheltered annuity.
 - 2) In the case where a unit member does not have a Section 403(b) (7) tax sheltered annuity, the district shall open one for the unit member through ING (Aetna) Opportunity Plus.
 - 3) The District utilizes a calendar year for determining the cap on allowable payments into a unit member's tax sheltered annuity in accordance with section 415 of the Internal Revenue Code.
 - 4) Payment shall be made up to the made up to the cap referred to above (in number 3) within four (4) months of the date of retirement (by October 30th). The balance due, if any, shall be paid in subsequent years by October 30th until the entire amount due is paid.

D. Occupational Therapists Assistants, Teacher Assistants and School Nurses shall be eligible for the retirement incentive under the same conditions as A and B above except the retirement incentive shall be \$140 times the number of points up to a maximum of \$7,000 (for 50 points or more)

E. An employee retiring under the provisions of this article shall be entitled to the benefits of Article 23.B.

- F. Add language which allows a member who:
- a. has been employed in the district for at least 20 years,
 - b. resigns prior to being eligible to retire,
 - c. and does not take other employment which entitles them to health insurance,
- may participate in the districts health insurance plan by contributing at his/her expense the full cost of the health insurance premium. Upon retirement and receiving benefits from the NYSTRS, the employee shall be entitled to district funding of the health insurance premium as per Article 23.B.

Rename Appendix G to Appendix F and change reference in Article 15.B. from Appendix G to Appendix F.

Change Article 30, by:

- A. modify to reflect 2005-2006 and 2006-2007. Eliminate second paragraph and replace with separate MOA to allow 2005-2006 retirees who were part of May 8, 2002 MOA to receive one additional payment in 2005-2006 equal to the 1/3 of the amount of the total payment listed in Schedule A of the MOA.
- B. Replace 1 with Payment for graduate credits below BA+30 shall be paid at the rate of \$55.00 per credit
Replace 2 with Payment for graduate credits at and above BA+30 shall be paid at the rate of \$75.00 per credit for 2005-2006 and \$85 per credit for 2006-2007.
Replace rates in 3 with \$75.00 for 2005-2006 and \$85.00 for 2006-2007.
Eliminate #4 and #5
- C. Replace with: Effective March 1, 2005, the following longevities will be paid to all teachers who meet the criteria:
 - a. At least 22 years of service in the New Paltz Central School District and on Step 32 or above in 2004-2005; \$5,000 for 2004-2005, \$10,000 per year effective July 1, 2005.
 - b. At least 22 years of service in the New Paltz Central School District and on Step 26 – Step 31 in 2004-2005; \$5,000 for 2004-2005, \$5,000 per year effective July 1, 2005.
 - c. Both of these longevities shall be considered as part of the employees' regular salary and shall be used in computing the daily rate referred to in G and N of this article.
- D. No change
- E. No change
- F. Change rates to: \$40.00 per hour , effective July 1, 2005 \$41.20, effective July 1, 2006
- G. No Change
- H. Change rates to: \$40.00 per hour , effective July 1, 2005 \$41.20, effective July 1, 2006
- I. Eliminate #1 and change rates in #2 to:
\$45.00 per hour, effective July 1, 2005 \$46.35, effective July 1, 2006
- J. No Change
- K. No change
- L. Change by referring Salary Schedule in Appendix B (see attached)
Add language for a Nurse's Longevity of \$1,000 after 15 years in the district
- M. No Change
- N. No Change

- O. Change rates to: \$34.36 per hour, effective July 1, 2004
 \$34.40 per hour, effective July 1, 2005
 \$35.40 per hour, effective July 1, 2006

Add language "Saturday suspension teachers shall supervise students as they complete school work provided by classroom teachers."

- P. See next section below

Eliminate Appendix H and Replace Article 30.P. with:

P. Home Instruction; Tutorials Outside of the Regular School Day

Rates for home instruction and tutorials outside of the regular school day will be as follows.

1.) Definitions

- a. Level 1 - Homework Groups – The teacher fundamentally monitors homework activities. The teacher would extend help, advice, guidance, when appropriate or when requested by the student. (Note: This might be our present Project Homework [Middle and High Schools] or [Homework Help] at Lenape. In K-2 the above function would be arranged by the classroom teacher with administrative approval.
- b. Level 2 - Review Activities - - Individual or group review of materials/information missed or misunderstood, including reviewing for tests. (Note: Review may be our 4th grade tutor [at Lenape], team tutor [at the Middle School].)
- c. Level 3 – Home Instruction
- d. Level 4 - Enrichment/Tutoring – Development of enrichment courses or any instruction involving organized planned new learning experiences to address students identified in need of specialized assistance. (Example: Enrichment may be the TAG, K-5 Enrichment Program)

2.) Tutorial Categories: It should be noted that the after school "tutorials or additional remediation", whatever form they take, are not a replacement of any current regular instruction or support services (special, remediation, speech, ESL, therapies, etc.) They are, by definition, and addition to regular instruction. After school programs would not be required for advancement and are non-credit bearing.

3) Pay Rates	2004-2005	2005-2006	2006-2007
Level 1	\$27.00	\$27.00	\$27.80
Level 2	\$34.36	\$34.40	\$35.40
Level 3	\$36.82	\$36.85	\$37.90
Level 4	\$36.82	\$36.85	\$37.90

Unit members volunteering beyond their regular workday for home instruction shall receive travel pay from their regular workday assignment to and from the home instruction site. The travel pay shall be at the prevailing IRS rate.

4.) Guidelines: It is our intention to limit the size of these extra-help sessions to reasonable numbers so as to derive the intended benefits of the program. Further, we expect the tutoring (e.g., category 4) sessions to be approximately five (5) to ten (10) students per session. All activities must be appropriately advertised and approved through normal procedures.

5.) Clarifications: All current and traditional remedial programs known to be in place (i.e., PSEN, Reading Recovery, Remedial Reading, Stretch Classes, Title I) are not to be replaced by the lower paying AIP experiences. However, this is not to be construed as an inability of the school district to abolish and/or establish any such program which is a statutory right.

Incorporate the language of Appendix I into Article 6 and eliminate Appendix I

Replace Appendix B with the attached Salary Schedule

Modify Appendix D by:

- 1) For 2005-2006, use the same pay schedule as 2004-2005,
- 2) For 2006-2007, generate the pay schedule based on the 2006-2007 BA – Step 1
- 3) Adding: The stipend for any new club formed during a school year shall be \$500 (prorated). The club shall be evaluated at the end of the school year for placement at the appropriate level for subsequent years.

Change all references of July 1, 2001 – June 30, 2005 to July 1, 2005 – June 30, 2007

The entire agreement is contingent upon NPUT delivering to the district by 4:00 pm on February 22, 2005, at least ten (10) letters of resignation for retirement purposes to be effective on or before June 30, 2007, of which at least six (6) must be effective on or before June 30, 2006.

SO AGREED THIS 3rd DAY OF FEBRUARY, 2005 subject to ratification by the respective constituencies

THE DISTRICT

By: Edward D. Blum
Superintendent

Date: 2/3/05

By: Richard L. Zick
Assistant Superintendent/ Business

Date: 2-3-05

N.P.U.T.

By: Rustan
President

Date: 2-3-05

By: Nancy C. Patton
Negotiations Chair

Date: 2-3-05

Appendix "B"
New Paltz Central School District
NPUT Salaries

2005-2006

	05-06 NURS	05-06 BA	05-06 BA+30	05-06 MA
1	33,340	\$41,440	\$43,340	\$45,240
2	34,790	\$42,440	\$44,340	\$46,240
3	36,240	\$43,440	\$45,340	\$47,240
4	37,680	\$44,940	\$46,840	\$48,740
5	39,130	\$46,440	\$48,340	\$50,240
6	40,580	\$47,940	\$49,840	\$51,740
7	42,030	\$49,440	\$51,340	\$53,240
8		\$50,940	\$52,840	\$54,740
9		\$52,440	\$54,340	\$56,240
10		\$53,940	\$55,840	\$57,740
11		\$55,440	\$57,340	\$59,240
12		\$56,940	\$58,840	\$60,740
13		\$58,440	\$60,340	\$62,240
14			\$61,840	\$63,740
15			\$63,340	\$65,240
16			\$64,840	\$66,740
17			\$66,340	\$68,240
18			\$67,840	\$69,740
19			\$69,340	\$71,240
20			\$70,840	\$72,740
21			\$74,840	\$76,740
22			\$75,840	\$77,740
23			\$76,840	\$78,740
24			\$77,840	\$79,740
25			\$78,840	\$80,740
26			\$79,840	\$81,740
27			\$80,840	\$82,740
28			\$81,840	\$83,740
29			\$82,840	\$84,740

Appendix "B"
New Paltz Central School District
NPUT Salaries

2006-2007

	06-07 NURS	06-07 BA	06-07 BA+30	06-07 MA
1	\$34,340	\$41,680	\$43,640	\$45,600
2	\$35,830	\$42,680	\$44,640	\$46,600
3	\$37,330	\$44,740	\$46,700	\$48,660
4	\$38,810	\$46,290	\$48,250	\$50,200
5	\$40,300	\$47,830	\$49,790	\$51,750
6	\$41,800	\$49,380	\$51,340	\$53,290
7	\$43,290	\$50,920	\$52,880	\$54,840
8		\$52,470	\$54,430	\$56,380
9		\$54,010	\$55,970	\$57,930
10		\$55,560	\$57,520	\$59,470
11		\$57,100	\$59,060	\$61,020
12		\$58,650	\$60,610	\$62,560
13		\$60,190	\$62,150	\$64,110
14			\$63,700	\$65,650
15			\$65,240	\$67,200
16			\$66,790	\$68,740
17			\$68,330	\$70,290
18			\$69,880	\$71,830
19			\$71,420	\$73,380
20			\$72,970	\$74,920
21			\$77,090	\$79,040
22			\$78,120	\$80,070
23			\$79,150	\$81,100
24			\$80,180	\$82,130
25			\$81,210	\$83,160
26			\$84,710	\$86,660