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Contract Database Metadata Elements

Title: **Peekskill City School District and Peekskill Faculty Association, NYSUT, AFT, AFL-CIO (2003) (MOA)**

Employer Name: **Peekskill City School District**

Union: **Peekskill Faculty Association, NYSUT, AFT, AFL-CIO**

Local:

Effective Date: **07/01/03**

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**MEMORANDUM OF AGREEMENT
BETWEEN
THE PEEKSKILL CITY SCHOOL DISTRICT
AND
THE PEEKSKILL FACULTY ASSOCIATION, NYSUT,
AFT, AFL-CIO**

The above named parties agree to the following modifications of the collective bargaining agreement between the parties dated July 1, 2003 – June 30, 2005.

1. The parties agree to a three year agreement effective July 1, 2005 through June 30, 2008.
2. The salary schedules will increase as follows:

July 1, 2005	3.5%
July 1, 2006	3.7%
July 1, 2007	3.8%
3. Amend Article I, Section I.
Delete “Chief negotiator” and insert “Vice President”
4. Amend Article II, Section C.
Amend as follows:
“Membership dues shall be deducted beginning with the first November paycheck unless the parties mutually agree to an alternative date, with the dues deducted in equal amounts from each regular salary check an employee is to receive on and after that date.”
5. Delete
 - a. Article XIII, subsection B
 - b. Article XVIII, subsection A.2
 - c. Article XVIII, Subsection B.5
 - d. Article XII, subsection B.3
 - e. Article XXII, subsection B.6.a
 - f. Article XXII, subsection B.7.a)I
 - g. Article XXII, subsection B.7.a)II

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- h. Article XXII, subsection B.7.b)I
- i. Article XXII, subsection B.7.b)II
- j. Article XXII, subsection B.7.c
- k. Article XXII, subsection E
- l. Article XXII, subsection G

6. Amend Article XVIII, Section B. 2

Teaching Periods

“All teachers shall be assigned a maximum of five teaching periods per day. When the District wishes to assign a sixth teaching period in lieu of a supervision period, it will be in accordance with Article 22, Section B, Subsection 8.”

7. Amend Article XIX Section B Subsection 1.

The district will send a written reminder to teachers of their obligation to provide written notice at least thirty (30) days prior to the date written notification is due.

8. Article XXII Section A

a. Schedule A:

A 3.5% increase shall be applied to the February 1, 2005 – June 30, 2005 salary schedule on all steps, effective July 1 2005.

b. Schedule B:

A 3.7% increase shall be applied to Schedule A salary schedule effective July 1, 2006.

c. Schedule C:

A 3.8% increase shall be applied to the Schedule B salary schedule effective July 1, 2007.

9. Article XXII Section B Subsection 1.

Service Increments

MODIFY

A service increment of \$1,250 will be paid after one year on top step of any salary lane and a minimum of eight years in the District.

Steps?
no, schedule

An additional service increment of \$1,250 will be paid after twenty years of active service, of which at least fifteen years have been in this District.

10. Article XXII Section B

ADD: NEW SECTION G

HOURLY RATES:

Effective July 1, 2005

\$48 per hour for teaching including but not limited to elementary substitution, tutoring, summer school, evening school instruction, LEAP program, teaching coverage in the secondary level, and any other direct instruction.

\$40 per hour for curriculum work, special education committee meetings, preparation of IEPs, staff development.

\$38 per hour in two hour blocks for chaperoning, supervision and non instructional contact time.

\$38 per hour for teaching assistants and nurses

Guidance counselors working during the summer recess will be paid per diem rate.

12. Article XXIII Section A Subsection 1

Health Insurance

Effective July 1, 2006 employees will contribute 7% of the cost of health insurance plan as provided by the joint employer-employee trust fund established by the Putnam/Northern Westchester BOCES and its component districts.

Retirees will contribute the same dollar amount in their first year of retirement as in their last year of active employment.

In their second year of retirement the retirees will contribute 80% of the amount paid in their last year of employment.

In their third year of retirement the retiree will contribute 60% of the amount paid in their last year of employment.

In their fourth year of retirement the retiree will contribute 40% of the amount paid in their last year of employment.

In their fifth year of retirement the retiree will contribute 20% of the amount paid in their last year of employment.

After their sixth year of retirement the retiree will have no contribution for health insurance.

Should the employee switch the level of coverage the dollar amount will be adjusted accordingly.

Semiannual payments will be made July 31st and January 31st.

13. Insurance

Nurses and Teaching Assistants will pay 50% of the contribution for health insurance that staff contribute. (i.e. 7% contributions, nurses and T.A.s pay 3.5%)

14. Welfare Fund contributions will be as follows:

- a. 05-06 \$1095
- b. 06-07 \$1145
- c. 07-08 \$1195

15. Amend article XIX A,5 add

c. Beginning 06-07 school year, all P&C days not used during the school year will be added to the accumulated total of sick days for the staff member not to exceed the maximum provided in article XIX,A,1.

16. Add after letter E on page 53.

F. Accountability

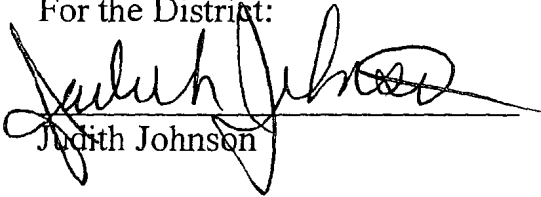
- 1) In September 2006, the district will identify those teachers in need of improvement as delineated in District Annual Professional Performance Review plan.
- 2) In June 2007 the District shall designate up to three (3) teachers whose performance was unsatisfactory during 2006-2007 for placement in the accountability track.
- 3) Commencing September 2007 those teachers designated for the accountability track shall receive intensive remediation for the 2007-2008 school year. Such remediation shall include observations by a mutually agreed upon independent observer who will report to the Superintendent and the PFA President as to whether or not the individual has met the goals of the plan.
- 4) If an individual designated for the accountability track does not meet the goals identified in the Intensive Improvement Plan for 2007-2008, he/she will, effective July 1, 2008, receive one-half of the agreed upon percentage raise as delineated in this Agreement. Such individual shall also be frozen on step.
- 5) If the individual described in "4" above subsequently meets the goals in the Intensive Improvement Plan, he/she shall be reimbursed all monies and shall be moved to the appropriate step as if he/she was not frozen.
- 6) For school year 2007-2008 the Superintendent may designate up to three (3) additional individuals to the accountability track as described in paragraphs 1,2,3 and 4.
- 7) For school year 2008-2009 the Superintendent may designate an additional three individuals to the accountability track as described in paragraphs 1,2,3, and 4.
- 8) This clause shall survive the expiration of this agreement. However, this clause shall expire at the conclusion of the 2008-2009 school year unless specifically renewed by the parties. However, neither party shall unreasonably withhold its consent for a renewal. If either party claims the other is unreasonably withholding its consent the matter shall be decided by binding arbitration.

A. Nothing in the above shall serve to limit the District's right to pursue charges against any teacher under Section 3020-A of the NYS Education Law.

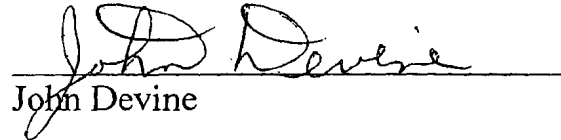
17. Ratification – This memorandum is subject to ratification by the Board of Education and the Peekskill Faculty Association.

Dated: July 6, 2006

For the District:


Judith Johnson

For the Association


John Devine

Schedule A

July 1, 2005 to June 30, 2006

Salary Increase = 3.5%

STEP	BA	BA+15	BA+30	MA	MA+15	BA+60	MA+30	MA+40	MA+45
1	\$ 41,604	\$ 45,686	\$ 49,763	\$ 52,478	\$ 56,868	\$ 58,331	\$ 61,249	\$ 64,176	\$ 65,639
2	\$ 42,854	\$ 47,057	\$ 51,256	\$ 54,053	\$ 58,575	\$ 60,082	\$ 63,087	\$ 66,101	\$ 67,608
3	\$ 44,126	\$ 48,316	\$ 52,516	\$ 55,528	\$ 60,048	\$ 61,548	\$ 64,557	\$ 67,581	\$ 69,088
4	\$ 45,391	\$ 49,584	\$ 53,783	\$ 57,011	\$ 61,528	\$ 63,025	\$ 66,039	\$ 69,047	\$ 70,552
5	\$ 46,335	\$ 51,365	\$ 55,626	\$ 58,890	\$ 63,487	\$ 65,015	\$ 68,076	\$ 71,136	\$ 72,667
6	\$ 47,280	\$ 53,146	\$ 57,468	\$ 60,770	\$ 65,445	\$ 67,001	\$ 70,110	\$ 73,223	\$ 74,781
7	\$ 48,754	\$ 55,367	\$ 59,761	\$ 63,134	\$ 67,814	\$ 69,477	\$ 72,658	\$ 75,837	\$ 77,421
8	\$ 50,232	\$ 57,593	\$ 62,071	\$ 65,493	\$ 70,346	\$ 71,967	\$ 75,203	\$ 78,442	\$ 80,057
9	\$ 51,704	\$ 60,253	\$ 64,828	\$ 68,315	\$ 73,286	\$ 74,939	\$ 78,249	\$ 81,557	\$ 83,217
10	\$ 53,181	\$ 62,920	\$ 67,599	\$ 71,141	\$ 76,215	\$ 77,915	\$ 81,304	\$ 84,698	\$ 86,396
11	\$ 54,656	\$ 65,585	\$ 70,359	\$ 73,960	\$ 79,154	\$ 80,890	\$ 84,356	\$ 87,826	\$ 89,559
12	\$ 56,139	\$ 68,251	\$ 73,112	\$ 76,780	\$ 82,101	\$ 83,866	\$ 87,408	\$ 90,942	\$ 92,713
13	\$ 57,043	\$ 70,229	\$ 75,878	\$ 79,607	\$ 85,030	\$ 86,842	\$ 90,460	\$ 94,080	\$ 95,894
14			\$ 79,097	\$ 82,900	\$ 88,469	\$ 90,318	\$ 94,025	\$ 97,729	\$ 99,576
15			\$ 81,524	\$ 85,360	\$ 91,004	\$ 92,877	\$ 96,632	\$ 100,390	\$ 102,268

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Schedule B

July 1, 2006 to June 30, 2007

Salary Increase = 3.7%

STEP	BA	BA+15	BA+30	MA	MA+15	BA+60	MA+30	MA+40	MA+45
1	\$ 43,143	\$ 47,376	\$ 51,604	\$ 54,420	\$ 58,972	\$ 60,489	\$ 63,515	\$ 66,551	\$ 68,068
2	\$ 44,440	\$ 48,798	\$ 53,152	\$ 56,053	\$ 60,742	\$ 62,305	\$ 65,421	\$ 68,547	\$ 70,109
3	\$ 45,759	\$ 50,104	\$ 54,459	\$ 57,583	\$ 62,270	\$ 63,825	\$ 66,946	\$ 70,081	\$ 71,644
4	\$ 47,070	\$ 51,419	\$ 55,773	\$ 59,120	\$ 63,805	\$ 65,357	\$ 68,482	\$ 71,602	\$ 73,162
5	\$ 48,049	\$ 53,266	\$ 57,684	\$ 61,069	\$ 65,836	\$ 67,421	\$ 70,595	\$ 73,768	\$ 75,356
6	\$ 49,029	\$ 55,112	\$ 59,594	\$ 63,018	\$ 67,866	\$ 69,480	\$ 72,704	\$ 75,932	\$ 77,548
7	\$ 50,558	\$ 57,416	\$ 61,972	\$ 65,470	\$ 70,323	\$ 72,048	\$ 75,346	\$ 78,643	\$ 80,286
8	\$ 52,091	\$ 59,724	\$ 64,368	\$ 67,916	\$ 72,949	\$ 74,630	\$ 77,986	\$ 81,344	\$ 83,019
9	\$ 53,617	\$ 62,482	\$ 67,227	\$ 70,843	\$ 75,998	\$ 77,712	\$ 81,144	\$ 84,575	\$ 86,296
10	\$ 55,149	\$ 65,248	\$ 70,100	\$ 73,773	\$ 79,035	\$ 80,798	\$ 84,312	\$ 87,832	\$ 89,593
11	\$ 56,678	\$ 68,012	\$ 72,962	\$ 76,697	\$ 82,083	\$ 83,883	\$ 87,477	\$ 91,076	\$ 92,873
12	\$ 58,216	\$ 70,776	\$ 75,817	\$ 79,621	\$ 85,139	\$ 86,969	\$ 90,642	\$ 94,307	\$ 96,143
13	\$ 59,154	\$ 72,827	\$ 78,685	\$ 82,552	\$ 88,176	\$ 90,055	\$ 93,807	\$ 97,561	\$ 99,442
14			\$ 82,024	\$ 85,967	\$ 91,742	\$ 93,660	\$ 97,504	\$ 101,345	\$ 103,260
15			\$ 84,540	\$ 88,518	\$ 94,371	\$ 96,313	\$ 100,207	\$ 104,104	\$ 106,052

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Schedule C

July 1, 2007 to June 30, 2008

Salary Increase = 3.8%

STEP	BA	BA+15	BA+30	MA	MA+15	BA+60	MA+30	MA+40	MA+45
1	\$ 44,782	\$ 49,176	\$ 53,565	\$ 56,488	\$ 61,213	\$ 62,788	\$ 65,929	\$ 69,080	\$ 70,655
2	\$ 46,129	\$ 50,652	\$ 55,172	\$ 58,183	\$ 63,050	\$ 64,673	\$ 67,907	\$ 71,152	\$ 72,773
3	\$ 47,498	\$ 52,008	\$ 56,528	\$ 59,771	\$ 64,636	\$ 66,250	\$ 69,490	\$ 72,744	\$ 74,366
4	\$ 48,859	\$ 53,373	\$ 57,892	\$ 61,367	\$ 66,230	\$ 67,841	\$ 71,084	\$ 74,323	\$ 75,942
5	\$ 49,875	\$ 55,290	\$ 59,876	\$ 63,390	\$ 68,338	\$ 69,983	\$ 73,278	\$ 76,571	\$ 78,220
6	\$ 50,892	\$ 57,206	\$ 61,859	\$ 65,413	\$ 70,445	\$ 72,120	\$ 75,467	\$ 78,817	\$ 80,495
7	\$ 52,479	\$ 59,598	\$ 64,327	\$ 67,958	\$ 72,995	\$ 74,786	\$ 78,209	\$ 81,631	\$ 83,337
8	\$ 54,070	\$ 61,994	\$ 66,814	\$ 70,497	\$ 75,721	\$ 77,466	\$ 80,949	\$ 84,435	\$ 86,174
9	\$ 55,654	\$ 64,856	\$ 69,782	\$ 73,535	\$ 78,886	\$ 80,665	\$ 84,227	\$ 87,789	\$ 89,575
10	\$ 57,245	\$ 67,727	\$ 72,764	\$ 76,576	\$ 82,038	\$ 83,868	\$ 87,516	\$ 91,170	\$ 92,998
11	\$ 58,832	\$ 70,596	\$ 75,735	\$ 79,611	\$ 85,202	\$ 87,071	\$ 90,801	\$ 94,537	\$ 96,402
12	\$ 60,428	\$ 73,465	\$ 78,698	\$ 82,647	\$ 88,374	\$ 90,274	\$ 94,086	\$ 97,891	\$ 99,796
13	\$ 61,402	\$ 75,594	\$ 81,675	\$ 85,689	\$ 91,527	\$ 93,477	\$ 97,372	\$101,268	\$103,221
14			\$ 85,141	\$ 89,234	\$ 95,228	\$ 97,219	\$101,209	\$105,196	\$107,184
15			\$ 87,753	\$ 91,882	\$ 97,957	\$ 99,973	\$104,015	\$108,060	\$110,082

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MEMORANDUM OF AGREEMENT

WHEREAS, the Peekskill Teacher's Association (hereinafter "the Association") and the Peekskill City School District (hereinafter "the School District") are parties to a Memorandum of Agreement dated July 6, 2006 amending the Collective Bargaining Agreement between them which expired on June 30, 2005; and

WHEREAS, such Memorandum of Agreement is subject to ratification by the parties which has yet to take place; and

WHEREAS, the parties seek to amend that Memorandum of Agreement by virtue of the addition of the terms and conditions set forth below; and


WHEREAS, the parties seek to have the contents of this Memorandum of Agreement also subject to ratification by the membership of the Association as well as the Board of Education.

THEREFORE, IT IS HEREBY AGREED by and between the parties the following shall be an amendment to the Memorandum of Agreement dated July 6, 2006 referenced above.


1. Article XVIII - Class Load: Paragraph (B)(1) shall be amended to reflect that the last two sentences shall apply only to the Middle School secondary teacher day. Further add that each high school teacher will have a minimum of at least one professional personal planning period per day, during the student day. The professional personal planning period is to be used for planning instructional units, collecting and/or preparing materials for instruction or related educational work. The District reserves the right to use up to eight of any teacher's such periods during the course of a school year for professional development.
2. All other provisions of the Memorandum of Agreement remain unchanged.

Dated: August 24, 2006

Peekskill Faculty Association


By: President

Peekskill City School District


By: Superintendent of Schools