

AGREEMENT

BETWEEN

**THE CITY SCHOOL DISTRICT OF THE CITY OF
POUGHKEEPSIE, NEW YORK**

AND

THE POUGHKEEPSIE PUBLIC SCHOOL TEACHERS' ASSOCIATION

July 1, 2001- June 30, 2006

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A G R E E M E N T

THIS AGREEMENT, made the 1st day of July, 2001, between the Board of Education of the City School District of the City of Poughkeepsie, New York (hereinafter called the Board or District), and the Poughkeepsie Public School Teachers Association (hereinafter called PPSTA or Association),

W I T N E S S E T H :

WHEREAS, the parties intend to implement the provisions of the Public Employees' Fair Employment Act (Article 14, Civil Service Law), also known as the Taylor Law, and to encourage effective and harmonious working relationships between the parties:

NOW, THEREFORE, it is agreed as follows:

ARTICLE I. NO STRIKE PLEDGE

SECTION 1. Pursuant to the requirements of Section 207(3), (b) of the Public Employees' Fair Employment Act, the PPSTA affirms that it does not assert the right to strike or engage in a work stoppage, or to impose an obligation to conduct, assist or participate in such a strike or work stoppage.

ARTICLE II. RECOGNITION

SECTION 1. The Board recognizes the PPSTA as the exclusive negotiating agent for the teachers in a unit composed of full time classroom teachers, the guidance counselors, the school psychologists, the social workers, the speech therapists, the librarians, the school nurse-teachers, and teachers who work in any summer school or adult education program conducted by the District, as well as part-time employees who are regularly assigned in the schools during regular school hours, including social workers whose assignments include both

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work in and out of school buildings. Persons employed in the same position for ninety (90) days or more shall be included in the unit at the time the District knows that the person will be employed for a semester or more. Such recognition shall be retroactive to the beginning of the assignment. Administrative Interns coming from the bargaining unit shall be eligible for extra and co-curricular activity assignments.

ARTICLE III. CONTRACT VALIDITY

SECTION 1. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SECTION 2. This contract shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this contract shall be incorporated into and be considered part of the established policies of the Board.

SECTION 3. Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this contract to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this contract, this contract, during its duration, shall be controlling.

SECTION 4. If any provision of this contract shall be held to be invalid, such holding shall not affect the validity of the remaining parts of this contract which shall continue in full force and effect.

SECTION 5. There shall be no change in the terms of this contract except by mutual consent of the parties. There shall be no change in Board policy relating to terms and conditions of employment unless the Board notifies the PPSTA of the proposed change and the

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PPSTA has a reasonable opportunity to respond and to discuss the proposed change with the District.

ARTICLE IV. PPSTA MATTERS

SECTION 1. PPSTA shall be granted the right to use school buildings and equipment for meetings both of the general membership and of various groups or committees. Such use of buildings and equipment shall be during times when they are not in use for normal educational purposes and shall not conflict with consent previously granted for the use of the requested facilities. Any extra expense incurred by such use shall be paid by the PPSTA.

SECTION 2. The PPSTA may use the school interbuilding mailing system for distribution of its official communications to the professional staff.

SECTION 3. The PPSTA shall have access to such information and records of the school system which are public record and which are necessary to it in conducting its business, including salary information and location on specific steps of the salary schedule of those members of the professional staff included in the negotiating unit.

SECTION 4. The PPSTA shall have the right to install and maintain, at its sole expense, a private telephone listed in its name for the president of the association in a location satisfactory to the principal of the building and PPSTA.

SECTION 5. Officially elected delegates to the New York State United Teachers and its national affiliates shall be freed from school system duties for a period not to exceed two days plus reasonable travel time not to exceed one day to attend meetings and conduct the business of such professional organizations.

SECTION 6. The PPSTA may engage in reasonable activities to conduct its affairs, including the right to post notices on bulletin boards designated by the principal for this purpose, after proper clearance with the principal.

SECTION 7. All notices from PPSTA shall be appropriately labeled as coming from the Association.

SECTION 8. PPSTA shall have the right to assist in the planning of open house.

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SECTION 9. If a problem arises during the school day that, in the judgment of the Board of Education, Superintendent of Schools, or his designee, requires the immediate attention and participation of the Association, its president or in his/her absence, a designee shall be relieved of classroom duties.

SECTION 10. The District shall provide up to thirty (30) days off during the school year, with pay, to representatives of PPSTA for the purpose of conducting or participating in PPSTA business, as follows:

- a. The President shall be entitled to use no more than fifteen (15) such days.
- b. No other PPSTA representative shall be entitled to more than five (5) such days.
- c. Except in an emergency, PPSTA shall notify the Superintendent at least forty-eight (48) hours in advance when such day or days will be taken, giving the name of the person and place of his or her attendance. In an emergency, a reasonable effort will be made to give as much advance notice as possible.

SECTION 11. Where feasible, the schedules, including home rooms and study halls, of all PPSTA officers, including chief building representative, will be constructed to the satisfaction of PPSTA. In the event that a secondary teacher is President of PPSTA, his/her schedule shall be constructed such that there will be no more than four (4) teaching assignments. In the event that an elementary teacher is President of PPSTA, to the extent practicable, his/her schedule shall be constructed such that the duty-free time would be equitable in terms of the time afforded to a secondary President.

SECTION 12. At the discretion of the Superintendent, the PPSTA shall have one conference day, provided there is no NYSUT conference day. The agenda shall be submitted to the Superintendent and shall be subject to his approval which will not be unreasonably withheld.

SECTION 13. At the request of the PPSTA, the administration shall prepare a list showing the New York State certification status of each newly employed teacher.

SECTION 14. Staff Participation.

SECTION 14.1 It is recognized that the total professional staff has an interest in all policies relative to the educational program and professional matters of the district. To permit the

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participation of the total professional staff, each building shall establish a building council to cooperate with and advise the building principal in the establishment of building level policies. Membership in the building council shall consist of the building administration and duly elected building representatives.

SECTION 14.2 Recognizing that Poughkeepsie Public School Teachers Association is the exclusive bargaining agent for professional teaching staff of the Poughkeepsie City School District, the Board of Education and the Administration agree that after consultation with the PPSTA, a request by the District for the participation of PPSTA unit members on District Committees may be made. The PPSTA President shall be responsible for making appointments of unit members to fill such requests.

SECTION 14.3. The Union shall be provided with 500 copies of the agreement within 30 days of the approval of the final draft for its use and distribution to unit members.

ARTICLE V. PAYROLL DEDUCTIONS

SECTION 1. The Board shall deduct for agency fees and when so authorized in writing deduct for NYSUT member benefits, credit unions, bank deposits, United Way and tax sheltered annuities from the salaries of teachers.

SECTION 2. The Association shall notify the District upon 30 days notice in writing of the method upon which the agency fee deduction shall be made.

SECTION 3. The Association affirms that it has adopted such procedures for refund of agency fee deductions as required in Section 3, Chapter 677 of the Laws of 1977 of the State of New York and any amendments thereto. This provision for agency fee deductions shall continue in effect so long as the Association maintains such procedure. The Association assumes full responsibility for the disposition of such funds so deducted once they have been forwarded to it by the District.

SECTION 4. The Poughkeepsie Public School Credit Union shall have the right of reasonable use of school buildings, the school mail, and other facilities of the school system.

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SECTION 5. The District shall deduct Vote-Cope contributions subject to the Association providing the District in writing at least 30 days' notice, of the method to be used in making such deductions.

ARTICLE VI. SCHOOL CALENDAR

SECTION 1. Prior to the preparation of a proposed school calendar, the Superintendent of Schools shall consult with the Association at its request for the purpose of ascertaining its recommendations with respect thereto; and the Superintendent of Schools shall deliver to the Board of Education any Association recommendation at the time when he proposes the school calendar for consideration of and adoption by the Board. The school calendar shall include specific make-up days in the event of an unusual number of emergency closings, and scheduled days which shall be canceled in the event that planned emergency days are not used.

SECTION 2. Effective September 1, 2001 the work year shall be 182 days, scheduled between Labor Day and the third work day following the last Regents exam day, but no later than June 30. Guidance Counselors at Poughkeepsie Middle School and Poughkeepsie High School shall work 202 days per year, including five (5) days immediately after the close of school, five (5) days immediately preceding the opening of school and ten (10) days as needed during the summer.

SECTION 3. The day before Thanksgiving shall be a holiday.

SECTION 4. Professional personnel shall be released upon the completion of all necessary duties and tasks at the end of the school year upon the order of the Superintendent; provided, however, that no professional personnel shall be compelled to work after June 30 without being compensated for such services at a rate of 1/200th of the median teacher's salary; and provided, however, that no professional personnel shall be assigned duties other than those traditionally assigned.

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ARTICLE VII. SCHOOL CLOSINGS

SECTION 1. The District will use its best effort to announce school closings before 6:30 a.m.

SECTION 2. If school is closed to students due to weather conditions, teachers shall not be required to attend.

SECTION 3. In the event school is closed for any reason and a teacher is not required to attend, and in the event it is necessary to conduct a make-up for the day lost due to the closing of school, then the teacher shall be required to attend school on the make-up day at no additional compensation. In the event, however, that school is closed and teachers are required to attend, and in the event a make-up is necessary, then a teacher who has been required to attend shall be compensated for the make-up day.

ARTICLE VIII. DELEGATES AND CONFERENCES

SECTION 1. Officially elected delegates to the New York State Teachers' Retirement System shall be freed from school system duties for a period not to exceed two days to attend meetings and conduct business necessary and proper for their elected office.


SECTION 2. Conference attendance shall be governed by Board of Education Policy. Payment schedules shall not be reduced by the Board below those in effect at the date of this agreement.

ARTICLE IX. PROFESSIONAL FREEDOM

SECTION 1. The Board recognizes that within legal requirements and within the framework of the established curriculum or subject to review by the Administration, the members of the professional staff shall enjoy academic freedom in the performance of their primary responsibility pertaining to the classroom.

SECTION 2. The Board recognizes the right of privacy in the personal lives of all professional staff members unless their behavior affects the effectiveness and efficiency of the teachers in their classes.

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SECTION 3. Nothing in this contract shall be deemed to limit the right of professional staff members to full political freedom, including voting, discussing political issues, campaigning for candidates and running for elective office, so long as such activities, in the judgment of the administration, do not inject themselves into the school or classroom.

SECTION 4. Professional staff members may hold positions outside the school system provided the work, in the judgment of the administration, does not adversely affect their professional efficiency in the school system and does not inject itself into the school or classroom.

SECTION 5. No person other than a member of the Board or employees of the District shall be allowed within the classroom without the teacher's consent, which shall not unreasonably be withheld, except as authorized by law.

SECTION 6. Classroom teachers shall not be asked to leave their classrooms to confer with administrators or other members of the District or the public; provided, however, that in a situation that requires immediate attention, the teacher may be asked to leave the classroom by the building principal or his designee.

ARTICLE X. TEACHER AIDES/TEACHING ASSISTANTS

SECTION 1. (Teacher Aides)

(a) Each teacher shall have the right, unless the law otherwise requires, to decide whether or not to have a teacher aide in his/her classroom if offered by the District, to discontinue a teacher aide in his/her classroom and to determine the function of the teacher aide while in the teacher's classroom.

(b) All student teachers, paraprofessionals, health aides, and non-professional special program personnel, including volunteers, are subject to the foregoing section.

SECTION 2. (Teaching Assistants)

Effective September 1, 2001, the District shall be free to use teaching assistants regularly assigned to the classroom full time, as substitutes in their own classroom when teachers are absent for short term sick, personal or other contractual leave.

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ARTICLE XI. PROTECTION AND DISCIPLINE

SECTION 1. Teachers shall be entitled to review the pupil personnel records of students assigned to them.

SECTION 2. Teachers shall be notified in a timely manner of the disposition of disciplinary referrals made by them.

SECTION 3. If a referral originates as a result of an assault or attempted assault, the District will comply with any reasonable request from the affected teacher for any information in its possession relating to the incident or the persons involved, subject to any privileges which the law attaches to the information.

SECTION 4. Teachers will immediately report, in writing, to the Superintendent of Schools, through the principal, all cases of assault or attempted assault upon them in connection with their employment.

SECTION 5. If a student has assaulted a teacher and the principal proposes the return of the student to the teacher's class, upon written request to the Superintendent of Schools asking that the student not be returned to his or her class, the teacher shall be given the opportunity to discuss this matter with the Superintendent prior to a decision being made.

SECTION 6. Upon request, the Superintendent of Schools shall meet with PPSTA to review the District's student discipline policies. The Superintendent shall comply with any reasonable legal request for information necessary for PPSTA's considerations. If PPSTA wishes to make recommendations for the improvement of the District's policies, it shall submit them to the Board through the Superintendent of Schools. The Board shall respond in writing to the PPSTA's recommendations. In all events the requirements of SAVE shall control.

SECTION 7. In the event that a student has been subject to three (3) principal's out-of-school suspensions of three (3) days or more, his/her discipline record shall be forwarded to the Superintendent of Schools for review by him/her or a designee. The PPSTA President shall receive notice of such case by identification number and the disposition of the case following such review.

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SECTION 8. Each year, the District shall distribute to teachers a copy of its policy prohibiting corporal punishment.

SECTION 9. The District will keep on file a photograph of each student in the High School and Middle School.

ARTICLE XII. SALARIES

SECTION 1. The salary notice given to the professional member shall include: statement of salary which the teacher is to receive, the period covered thereby, the teacher's step on the salary schedule, the number of years of credited service, tenure status, course credit hours accumulated and personal leave days and sick days accumulated, when other written notice is not given. When feasible, the salary notice shall include a statement of major additional responsibility expected of the teacher and any extra pay to which the teacher may be entitled for this extra service.

SECTION 2. Compensation of teacher on sabbatical leave. Any staff member who receives a sabbatical leave for professional study must agree in writing to return to the Poughkeepsie system for one year following such leave. If he or she fails to return for any reason other than illness or death or release by the Board of Education, he or she must immediately refund all salary paid during such leave. Teachers on sabbatical leave shall be paid on the same payment schedule as if not on leave. Receipt of any grant, fellowship or scholarship shall not be deemed to diminish compensation paid to a teacher on sabbatical leave.

SECTION 3. Payment of Salaries.

SECTION 3.1 Teachers' salaries shall cover the ten (10) month period, September through June.

SECTION 4 A teacher whose employment continues without interruption and without change of position shall not have any salary credit for prior service, teaching or other recognized experience taken away, subject to the power of the Board to take disciplinary action under Sections 2508 and 2509 of the Education Law.

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SECTION 5. Salary Schedule.

SECTION 5.1(a) The salary schedule shall be attached as Schedule A. During each of the five (5) years of the Agreement, those teachers eligible shall advance a step on the salary schedule.

SECTION 5.1(b) Credits shall be paid at the rate of \$70.00 effective July 1, 2001; \$73.00 effective July 1, 2002; \$75.00 effective July 1, 2003; \$78.00 effective July 1, 2004 and \$81.00 effective July 1, 2006.

SECTION 5.1(c) The Association acknowledges that all E.I.T. monies received by the District may be used to pay for the costs of teachers' salaries during each year of this Agreement without a requirement to negotiate the same with the Association.

SECTION 5.2 Each teacher in the bargaining unit shall be placed on the salary schedule opposite the figure which corresponds to the degree status and the number of years of credited service in the District, provided, however, that teachers hired on or before July 1, 1977 shall be placed one step below their credited years of service as a result of the salary agreement for the 1977-1978 school year.

SECTION 5.3 The point rate for the values applicable to the revised list of Additional Responsibilities and any other differentials shall be increased to: \$344.00 effective July 1, 2001; \$356.00 effective July 1, 2002; \$367.00 effective July 1, 2003; \$380.00 effective July 1, 2004; and \$393.00 effective July 1, 2005.

SECTION 5.4 Teachers holding an equivalency degree, the bachelors degree or any higher degree shall be paid per credit hour, according to Section 5.1 (b) above.

a. For credits beyond the BA or its equivalent, professional personnel may accumulate up to seventy-five (75) credit hours, except for in-service coursework approved in advance by the Superintendent of Schools, which may be accumulated beyond that limit;

b. For credits beyond the MA, professional personnel may accumulate up to sixty (60) credit hours, except for in-service coursework approved in advance by the Superintendent of Schools; which may be accumulated beyond that limit;

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c. Persons earning credit hours as bachelors who become masters shall be placed on the masters schedule in lieu of thirty (30) credit hours;

d. Credits shall be accepted for salary adjustment twice yearly, on or before October 1 and February 1.

SECTION 5.5 Differentials shall be paid above the base salaries and educational increments for teachers holding a doctorate degree, pursuant to Section 5.3 above and as displayed in the salary schedules annexed to this agreement.

SECTION 5.6 Department Chairpersons weekly teaching schedule as defined in Article XVIII Section 8.1 shall be reduced by five (5) periods per week. Department Chairpersons shall receive compensation at the rate of one point (pursuant to Section 5.3 above) for each FTE in the department including the department chairperson.

SECTION 5.7 Guidance Counselors shall receive a 10% differential.

SECTION 5.8 Teachers who have by June 30th of each school year been employed full time by the Poughkeepsie School District for at least twenty (20) accredited years as teachers in the Poughkeepsie system will be given an additional compensation of ten (10%) percent over and above their regular salary to which they are entitled; such teachers shall be entitled to receive this longevity benefit one time only. Teachers eligible for such benefit shall notify the District by June 15, of the preceding school year.

SECTION 5.9 Longevity pay shall be conferred upon unit members on a cumulative basis upon reaching the following years of credited service in the District:

	01-02	02-03	03-04	04-05	05-06
19th Year	\$5,119	\$5,599	\$6,084	\$6,296	\$6,516
21st Year	\$5,166	\$5,712	\$6,296	\$6,516	\$6,744
26th Year	\$2,537	\$3,208	\$3,924	\$4,061	\$4,203

The Doctoral Differential shall be as follows: \$3,537 effective July 1, 2001; \$3,660 effective July 1, 2002; \$3,788 effective July 1, 2003; \$3,921 effective July 1, 2004; \$4,058 effective July 1, 2005.

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SECTION 6. Extra Pay For Extra Responsibility.

SECTION 6.1 A system of point evaluation for all additional responsibilities beyond the duties normally assigned to the staff members is established; and payment shall be made according to the salary schedules annexed to this agreement for each point assigned to the duty.

SECTION 6.2 Appointments of qualified applicants to positions involving extra responsibility will be made by the Board, whenever feasible, no later than thirty (30) school days before the first day upon which the activity is to begin.

SECTION 6.3 List of Additional Responsibilities:

ATHLETIC	POINT VALUE
Baseball, Boys Varsity	9
Baseball, Boys JV	7
Modified Baseball	5
Basketball, Boys Varsity	10
Basketball, Boys JV	7
Basketball, Modified	5
Basketball, Girls Varsity	10
Basketball, Girls JV	7
Basketball, Modified B	5
Cheerleader Varsity	8
Cheerleader, JV	5
Crew Head Coach	10
Crew Assistant Coach	7
Crew Assistant Coach	7
Equipment Manager	6
Faculty Manager for Athletics	5
Football, Varsity	10
Football Assistant	7
Football Assistant	7
Football, JV	7
Football, JV Assistant	7
Golf	7
Intramural Program, PMS*	40
Ski Club, PHS	5
Soccer, Boys Varsity	9

4 PER football
4 PER basketball

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Soccer, Boys JV	7
Soccer, Modified	5
Soccer, Girls Varsity	9
Softball, Girls Varsity	9
Softball, Girls JV	7
Modified Softball	5
Swimming, Boys	10
Swimming, Girls	8
Tennis, Boys	7
Tennis, Girls	7
Track, Boys Head Coach	8
Track, Girls	8
Trainer (per each of three sports seasons)	7
Volleyball, Girls Varsity	9
Volleyball, Girls JV	7
Volleyball, Modified B	5
Weight Lifting and Control Club	5

(* Maximum allocation to be divided by three seasons, based upon student interest.)

NON-ATHLETIC**

POINT VALUE

AFS Advisor, PHS	10
All City Elementary Band	5
Assistive Technology Coordinator	10
Chess Club, PHS	5
Child Study Team Chair	6
Class Advisor, Senior	5
Junior	4
Sophomore	3
Freshman	3
8th	4
Computer Club, PMS	20
PHS	20
Debate (or Mock Trial)	7
Detention, PHS	10
Detention, PMS	10
Drama Club, PHS	5
Drama Club, PMS	4
ELIC Trainer	2
Elementary Science Turnkey	2

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Elementary Science Turnkey with ESPET	3
Elementary ELA Turnkey	2
Graduation Advisor, Elementary Schools	1
Health Curriculum Turnkey	3
Homework Center, PHS	10
Homework Center, PMS	10
Literary Magazine, PHS	4
Marching Band, PHS	10
Math Counts, PMS	5
Mathematics Club, PHS	5
Mediation Coordinator (Smith, Krieger, Columbus)	3
Multicultural Coalition	20
Musical Ensemble, PHS	5
Musical Ensemble, PMS	5
Musical Productions, PHS	10
Musical Productions, PMS	10
National Honor Society, PHS	7
National Junior Honor Society, PMS	6
Newspaper, PHS (Pioneer)	7
Newspaper, PMS	4
Newspaper, Elementary Schools	2
Noontime Rec. Super., PMS	9
Noontime Rec. Super., PHS	9
Project Team Coordinator	5
SADD, PHS	5
School Store, PHS	5
School Store, PMS	3
Science Club, PHS	7
Science Club, PMS	7
Science Fair Coordinator, Middle School	3
Science Fair Coordinator, Elementary Schools	1
Select Ensemble, PMS	5
Staff Development Turnkey	2
(plus release from contractual duty)	
Technology Turnkey	10
Student Assoc., PHS	10
Student Assoc., PMS	9
TV Production Club, PMS	5
TV Production Club, Smith	10
Vassar Science Scholars	2
Video Magazine, PMS	10
WPHS Radio Station, PHS	5

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(** It is understood that, in some circumstances, allotted points may be subdivided between or among two or more people)

SECTION 6.4 Where any of the activities become a part of a regularly established position, the above points shall not be in effect.

SECTION 6.5 In the event that unit members decline appointments to positions referenced in Section 6.3 above, the Employer shall have the right to contract outside to fill such positions as individually arranged provided, however, that the stipends shall not exceed the contractual rates set forth above. A non-unit member appointed pursuant to this section who is recommended to serve, shall be entitled to serve a second consecutive year.

SECTION 6.6 The Board of Education upon the recommendation of the Superintendent of Schools may establish additional extra-curricular positions. The point value for any new position shall be negotiated with PPSTA.

SECTION 6.7 Any teacher who accepts the responsibility of supervising a practice teacher shall be entitled to extra compensation of \$60.00 during the school year of any such service.

SECTION 6.8(a) Bargaining unit incumbents in Board appointed non-teaching positions shall be entitled to continue in their positions if their performance is satisfactory, provided, however, that the department chairpersons shall have a right to their appointments for a period of three (3) years.

SECTION 6.8(b) The District shall implement for those unit members appointed to positions pursuant to paragraph "a" above, a fair and consistent evaluation process.

SECTION 6.8(c) Termination or non-renewal under this provision requires a negative evaluation which shall inform the unit member of a deficiency, what would correct such deficiency, and the consequences of failure to correct the deficiency within a reasonable time. A non-renewal or termination notice shall include the reasons therefor.

SECTION 6.8(d) Notwithstanding the above, just cause termination may occur at any

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ARTICLE XIII. RETIREMENT INCENTIVE PLAN

SECTION 1. All unit members who will reach the age of fifty-five (55) during the course of any school year, July 1st through June 30, covered by this Agreement and who have fifteen (15) or more years of credited service, upon retirement from the District, shall be entitled to a retirement incentive of 75% of their last year's salary provided that notice of retirement is given in writing at least six (6) months in advance of the retirement dates provided below.

SECTION 2. Elementary teachers, in order to be entitled to the Retirement Incentive, must retire effective July through August, January 1st or June 30th.

SECTION 3. Secondary teachers, in order to be entitled to the Retirement Incentive, must retire effective July through August, February 1st or June 30th.

SECTION 4. No teacher over the age of fifty-five (55) in any given school year shall be eligible for the Retirement Incentive except for the school year during which such teacher reaches at least the tenth year of service in this bargaining unit and has at least fifteen (15) years of credited service.

SECTION 5. The District shall pay the Retirement Incentive between June 1 and November 1 of the calendar year in which the teacher retires.

ARTICLE XIV. HEALTH AND RELATED INSURANCE

SECTION 1. Health Insurance.

SECTION 1.1 Unit members shall contribute 5% towards the cost of individual and family health premiums under the District's Health Insurance Plan the DEHIC Alternative PPO or HMOs (the Mohawk Valley Plan or Community Health Plan), or any successor plan. If the PPSTA requests that the district withdraw from the DEHIC Alternative PPO health plan in order to provide alternative health insurance options, the district will forward to a Trust established by the PPSTA, each year, the money that the district would have expended for the DEHIC Alternative PPO. The DEHIC Alternative PPO is defined as the Alternative PPO in existence at the time of the signing of this agreement. Retirees shall continue to be entitled to 100% District

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funding of individual and family coverage while participating in the District Health Insurance Plan or contractual HMOs. The District's obligation to fund HMOs individual and family insurance shall not exceed the dollar cost of funding its health insurance obligations under the District's Plan.

SECTION 1.2 Bargaining unit members and retirees who participate in the District's health insurance plan shall be entitled to Medicare reimbursements from the District, where applicable.

SECTION 1.3 Notwithstanding the provisions of Section 1.1, above, part-time unit members who work less than a .6 of full-time position shall be entitled to pro-rated District funding of monthly health insurance premiums (e.g., .4 teacher would be entitled to 40% District funding of individual or family health premium).

SECTION 1.4 The District shall implement a comprehensive §125 Internal Revenue Code plan.

SECTION 1.5 Notwithstanding any other provision in this Agreement, if both spouses are employed by the District, they shall be entitled to only one family health insurance coverage or each may be covered with individual coverage, at their option. The spouses shall be entitled to one health insurance buy-out should they opt for a family coverage. Should the spouse insuring the family cease to remain entitled for coverage, the ineligible spouse shall become immediately entitled to readmittance into the District's program for family coverage.

SECTION 2. Health Insurance Buy-Out

SECTION 2.1 Unit members who are otherwise health insured may opt-out of the District's health insurance program and receive a payment of \$1400.00 for opting-out. Payment shall be made by October 15.

SECTION 2.2 Notice of opting out and proof of alternative health insurance coverage must be provided to the District's Business Official in writing by application submitted by June 1st for opting-out as of July 1st.

SECTION 2.3 New hires may opt-out and receive this benefit on a pro-rated basis, provided that an application and proof of other health insurance is furnished to the District's

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Business Official within thirty (30) calendar days of starting work.

SECTION 2.4 Re-entry into the District's health insurance program shall be allowed at any time subject only to the waiting period, if any, of the District's health insurance program rules and regulations.

SECTION 2.5 Re-entry into the District's health insurance program shall be conditioned upon the unit member repaying 1/12th of the annual buy-out amount for each month remaining in the school year. In the event that an employee's services are terminated for whatever reason, or the employee is granted an unpaid leave of absence, the employee shall be required to repay that portion of the annual buy-out amount applicable to the remaining months in the school year. To the extent that the payment is not made on a voluntary basis, the District is expressly authorized to recoup repayment from any unpaid salary or compensation otherwise due the employee.

SECTION 3. PPSTA Trust Fund

Section 3.1 The PPSTA Trust Fund shall provide fringe benefits in place of the dental plan and other fringe benefits previously provided through the District under Article XIV, Sections 3, 3.1 and 4 of the 1990-92 Agreement. The District shall fund the plan as follows:

- a. The District's contributions to the Welfare Fund for each unit position shall be \$1158 for 2001-02; \$1208 for 2002-03; \$1258 for 2003-04; \$1308 for 2004-05 and \$1358 for 2005-06.
- b. The Fund shall provide benefits to non-bargaining unit members of the District, at the District's option, to the extent of the premium payments proffered by the District (e.g., dental insurance only, dental and optical, etc.).
- c. The District may audit the Fund annually by review of its fiscal records.
- d. The District shall fund the PPSTA Trust Fund on a quarterly basis.

ARTICLE XV. LEAVE POLICY

SECTION 1. Sick Leave.

SECTION 1.1 Teachers shall be allowed fifteen (15) days per year for sick leave at

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regular pay, cumulative to a maximum of 270 days. Five (5) of such days may be used for illnesses in the teacher's family. As used in this paragraph, family is defined as meaning mother, father, husband, wife, children or in lieu thereof, some other specified individual expressly designated by the teacher who resides in the same household with the teacher.

SECTION 1.2 In the event that a tenured teacher's employment shall be terminated in the District, payment of accumulated unused sick leave shall be made as follows:

- a. Except in the event of death, the employee must give to the Board at least thirty (30) days notice in advance of the intended date of termination of employment.
- b. The employee shall be paid \$20.00 per day for accumulated unused sick leave, but in no event to exceed \$3,600.00 for unit members who elect the retirement incentive plan and \$4,000.00 for those who do not elect the retirement incentive plan.

SECTION 1.3 An employee who returns from an extended disability resulting from illness or accident who has exhausted his/her personal sick leave to less than five (5) days may draw up to five (5) days from the next year's allotment of sick leave days.

SECTION 2. Sick Bank. Upon exhaustion of all sick leave bank days, the sick leave bank shall be renewable no more than two times during the school year. For the purpose of renewing the sick leave bank, the total days contributed by PPSTA shall be matched equally by the District. Teachers electing to participate in such a bank shall submit to the District a waiver of no more than one day of accumulated sick leave. All teachers who have contributed to the sick bank shall be eligible to receive time from the sick leave bank. The bank shall be administered by a committee of two (2) representatives appointed by the District and three (3) representatives appointed by PPSTA who shall act upon withdrawals. Withdrawals from the sick leave bank shall be limited to teachers who are involved in extended disability resulting from illness or accidents and who have exhausted their sick leave time. The decisions of the above committee shall be final and binding upon the teachers, the District and the PPSTA with respect to the administration of the sick leave bank.

SECTION 3. Workers' Compensation.

SECTION 3.1 Whenever a teacher shall be absent as a result of injury or disability

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arising out of and in the course of duty for which the teacher is entitled to a salary payment under Workers' Compensation Insurance, the teacher shall be paid his/her regular salary so long as the teacher has unused sick leave days. At the teacher's option, the District shall be entitled to receive Workers' Compensation advance salary reimbursement payments whereupon sick leave days shall be reinstated on a pro-rated basis by using the relationship between the value of the per diem reimbursement and the cost of a day's sick leave. Following the exhaustion of personal sick leave days, the unit member shall be entitled to receive directly from Workers' Compensation any salary payments due him/her, unless he/she receives payments from the sick bank. In such cases, the District shall receive the Workers' Compensation advanced salary reimbursement and the sick leave days shall be restored to the sick bank.

SECTION 3.2 Teachers shall be reimbursed for all medical expenses not provided by Workers' Compensation and the District's medical insurance in situations arising from unprovoked assault.

SECTION 4. Bereavement.

SECTION 4.1 Five (5) days leave shall be granted without deduction of pay for absence due to the death of mother, father, husband, wife, children, brother, or sister, or such other person designated under Section 1.1 of this Article.

SECTION 4.2 Three (3) days leave shall be granted without deduction of pay for absence due to the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, daughter-in-law, son-in-law or such other persons who shall have been living under the same roof but are not included in Section 4.1 above.

SECTION 4.3 One (1) day leave shall be allowed without deduction of pay for absence due to the death of niece, nephew, aunt, uncle or first cousin, or other in-laws not previously mentioned, except that in the case where travel is required for a one-way distance beyond a 150 mile radius, two (2) days leave may be allowed without deduction of pay.

SECTION 4.4 Individual adjustments may be made for members of the teaching staff.

SECTION 5. Personal Business.

SECTION 5.1 Each teacher shall be allowed two (2) days per year, cumulative to

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five (5), without a deduction of pay, for the purpose of conducting personal business. All such requests shall be in writing and made to the Superintendent of Schools through the principal, and the time thereof shall be subject to approval by the Superintendent. Unused personal business days, when accumulated to a maximum of ten (10), shall be added to a teacher's accumulated sick leave making it possible for a teacher to accumulate a total of 280 days of sick leave.

SECTION 5.2 Personal leave shall be defined as leave necessary for the conduct of personal or legal business, which cannot be conducted at any time other than during the day or week except when the professional personnel is working. It is understood and agreed that personal leave is not vacation leave and no approval as such will be granted. Personal business leave shall not be granted for a day immediately prior to the commencement of or a day immediately following a scheduled holiday or recess, except for an emergency. Approval for such emergencies may be granted with reasons given, at the discretion of the Superintendent of Schools. An application for personal leave shall be made on an appropriate form and shall state only the general reasons for which leave is sought; e.g. "legal business". It is understood that in certain emergency instances, personal leave days shall be granted by the District, however, this shall only be done where it is not practical to receive advanced approval from the Superintendent of Schools. Where approval of an emergency personal business day is required after the occurrence, a broader reasons statement may be required by the Superintendent.

SECTION 6 Award Days

SECTION 6.1 Award Days are to be used as compensatory time and may be taken without giving a reason. They must be requested in advance, using the personal business day form marked "Award Day." Award days may not be used to extend vacations or legal holidays without the Superintendent's prior approval.

SECTION 6.2 Award days may be accumulated and upon a teacher's departure from the District, shall be paid for, without limitation, at the same rate as accumulated sick days.

SECTION 7. Absence because of subpoena. Absence from duties necessitated by subpoena of any court or any official body having the power legally to compel attendance shall not be charged to any form of leave, and salary shall be paid in full, less fees, if any.

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SECTION 8. Leave for Professional Reasons. There shall be a moratorium on all applications for and grants of sabbatical leaves during the life of this Agreement.

SECTION 8.1 Upon the recommendation of the Superintendent of Schools, a sabbatical leave may be granted once in seven (7) years to teachers who have completed at least seven (7) years of satisfactory service, subject to the following conditions:

SECTION 8.2 Not more than two percent (2%) of the teaching corps shall be granted sabbatical leave for any one year. In general, not more than two (2) teachers shall receive sabbatical leave from any elementary school at the same time, and no more than two (2) in any combined department of the middle school and high school.

SECTION 8.3 Applicants for sabbatical leave who are senior in point of years of service to the District shall have preference. Applicants who have not previously been granted a sabbatical leave shall take precedence in the next order of preference. If there are sufficient applicants, the full number of sabbaticals shall be granted.

SECTION 8.4 Payment of professional personnel on sabbatical leave, if granted, shall be for service to the Poughkeepsie School District upon the following basis.

- a. 7 years service - one semester at full pay or one year at half pay.
- b. 10 years service - one year at 2/3 pay.
- c. 14 years service - one year at full pay.
- d. No sabbatical leave shall be granted for a portion of a term.

SECTION 8.5 Sabbatical leave once granted may not be terminated before the date of expiration, except by mutual consent.

SECTION 8.6 Sabbatical leave shall not be granted for the purpose of engaging in gainful occupation or in study for another profession.

SECTION 8.7 Sabbatical leave for one semester may be granted for restoration of health, for study or for travel; sabbatical leave for study or for travel may be granted for either one semester or one complete school year.

SECTION 8.8 Within one month following return to service, each teacher who has been absent from duty because of sabbatical leave, shall make a report in writing to the

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Superintendent of Schools stating how the leave was spent. During the period of sabbatical leave a teacher shall be mailed the regular installments of salary in accordance with his or her annual salary and the established payroll dates.

SECTION 8.9 The Board of Education may deny sabbatical leave on the grounds of difficulty of replacement on condition that it demonstrate that it has made all reasonable efforts to find a replacement.

SECTION 8.10 Pay during a sabbatical leave shall not be diminished by reason of any grant, fellowship or scholarship. Pay shall be given at regular pay days.

SECTION 8.11 Applications for sabbatical leave for restoration of health must be filed in the Office of the Superintendent of Schools on or before September 1 for the fall term and on or before January 21 for the spring term. The Superintendent may grant such leave contingent upon approval of the Board at the next special or regular meeting. However, if in the opinion of the teacher's physician, concurred in by the school medical director, immediate leave is necessary or desirable, the provision for application on or before September 1 or January 21 may be waived and the Superintendent may proceed accordingly.

SECTION 8.12 Sabbatical leave for restoration of health must be by a written recommendation of the teacher's physician and concurred in by the school medical director. Sabbatical leave for restoration of health shall not be counted in calculating the number of sabbaticals allowed.

SECTION 8.13 Before a teacher shall be permitted to return to duty following sabbatical leave for the restoration of health, such teacher must submit a physician's statement satisfactory to the Board.

SECTION 8.14 Every application for sabbatical leave shall contain a statement by the applicant that he or she agrees to teach in the Poughkeepsie public schools for one year following any sabbatical leave which the Board may grant.

SECTION 8.15 Application for sabbatical leave for the purpose of study shall be made at least thirty (30) days prior to commencement of leave in writing to the Superintendent of Schools and shall state fully the purpose for which the request is made. Application for sabbatical

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leave for travel for the fall term or for the complete school year must be filed in the office of the Superintendent of Schools on or before May 1 of the preceding term. Application for sabbatical leave for travel for the spring term must be filed in the office of the Superintendent of Schools on or before November 1 of the preceding fall term.

SECTION 9. Family Leave Without Pay.

SECTION 9.1 Family leave replaces the provisions for maternity leave in previous agreements between the parties. It is intended to include the leave heretofore denominated maternity leave and, in addition thereto, to broaden its application to other family situations and to recognize that certain family situations may make it fair and reasonable that both male and female teachers shall be able to enjoy the privilege of leave without pay. Family leave shall be granted as hereinafter provided.

“Family Leave” means

- a. Leave for child rearing purpose, and
- b. Leave for the purpose of allowing a teacher to attend to a situation in a family relationship which in the judgment of the teacher would conflict with the time required to perform teaching duties. This situation is intended to apply only where a close family or similar relationship exists and the teacher is either a spouse, ancestor or descendant of the other person or persons in the situation or where a teacher desires to adopt a child of pre-school age. The specific individual expressly designated by a teacher in lieu of the relatives named in Section 1.1 of this Article (Illness in the Family) shall qualify as a similar relationship for the purpose of Family Leave.

SECTION 9.2 A unit member considering a family leave must apply at least sixty (60) days prior to the proposed commencement date of the family leave, absent exigent circumstances.

SECTION 9.3 The teacher, in applying for Family Leave, shall state the tentative commencement and termination dates of such leave.

SECTION 9.4 The maximum period for which a Family Leave shall be granted shall be four (4) consecutive semesters, not including the semester in which the leave was granted;

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provided, however, that such leave shall terminate at the end of a semester or at the end of a school year. The employee shall return at the end of the semester when the purpose of the leave no longer exists, or at any time upon the mutual agreement of the parties.

SECTION 10. Other Leaves Without Pay.

SECTION 10.1 Professional personnel on leave as an exchange teacher or a member of the Peace Corps shall be advanced on the salary schedule and shall receive credit for such service if rendered during the period of his or her leave.

SECTION 10.2 Professional personnel elected to a full time public office shall be granted a leave, without pay, on request, for a single term of office or the completion of the semester.

SECTION 10.3 Upon request and with reasonable notice, the District shall grant leave without pay once in five (5) years up to a maximum of two (2) years, to tenured teachers for any of the following reasons:

- a. Continuing education; a teacher enrolled in a matriculated Master's or Doctoral program.
- b. Certification; a teacher desiring a leave for the purpose of satisfying provisional or permanent certification requirements of the New York State Education Department. If a teacher's certificate expires, the teacher's request for a leave to obtain certification, following expiration, need not be granted by the Board of Education.
- c. Teacher Organizations; a teacher elected to an office in the New York State United Teachers or any of its affiliates.

SECTION 10.4 Notwithstanding the foregoing, and upon application in writing, the Board may grant leave to professional personnel with or without pay.

ARTICLE XVI. RULES AND PRACTICES

SECTION 1. To the extent that it is administratively feasible, all rules and practices should be uniform in application throughout the school system. Variations may occur when unavoidable and due to unusual circumstances.

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ARTICLE XVII. WORK DAY

SECTION 1. The length of the work day for high school and middle school teachers is seven (7) hours, inclusive of lunch time, preparation time and other time as indicated in this Article and/or Article XVIII. The length of the work day for teachers in the elementary school is six (6) hours and fifty-five (55) minutes, inclusive of preparation time, lunch time and other time as indicated in this Article and/or Article XVIII. However, it is understood that time schedules will not be changed without consultation with PPSTA. The parties acknowledge that the District may, effective with the 1986-87 school year, equalize the length of instructional periods in the Middle School and High School.

SECTION 1.1 If the secondary schools are scheduled such that some teachers will complete their six (6) hour and fifty (50) minute (or seven [7] hour effective 1994-95) regular work day before the last period of the student instructional day, such teachers may still be required to attend department and faculty meetings held after school. Prior to making assignments, the Building Principal shall review written requests submitted by teachers, prior to the last day of school, for early or late assignment.

SECTION 2. In the High School, professional personnel shall not be required to be in attendance in the building for a period longer than five (5) minutes before students enter school or five (5) minutes after the school duty ends except as hereinafter provided.

SECTION 3. In all other schools within the District, professional personnel shall not be required to be in attendance in the building for a period longer than ten (10) minutes before students enter school or ten (10) minutes after the school day ends except on days before holidays and Fridays when said professional personnel shall be permitted to leave five (5) minutes after the school day ends except as hereinafter provided.

ARTICLE XVIII. TEACHING AND NON-TEACHING ASSIGNMENTS

SECTION 1. Equitable Assignments. Every attempt should be made for equitable teaching assignments. It should be recognized that situations affect assignments and differences in numbers may not constitute an inequitable situation. Where differences in load

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exist, the administration will make all reasonable effort to alleviate them.

SECTION 2.1 Additional Responsibilities. It is understood and agreed that the administration may assign teachers to reasonable additional responsibilities expected of a teacher beyond regular instructional duties. Qualified volunteers shall be assigned to these duties before anyone else.


SECTION 2.2 It is further understood and agreed that all professional personnel shall be available for conferences with students or parents upon request for appointment if the professional personnel is given reasonable advance notice.

SECTION 3. Records. Teachers are required, to a reasonable degree, to make and keep various records. Teachers shall be responsible for the accuracy and safekeeping of these records. The school system shall make continuing efforts to relieve clerical tasks from the professional staff whenever possible.

SECTION 4. Faculty/Department or Grade Level Meetings - Professional personnel shall receive twenty-four (24) hours notice of a meeting with a proposed agenda, which shall be posted in designated areas; except in emergency situations when notice and posting shall be dispensed with. There shall be two required meetings per month to include general faculty, department or grade level. Meetings shall be one (1) hour in length and begin no later than at the end of the teacher workday. Meetings may exceed one (1) hour in duration in emergency situations. The District shall be entitled to conduct professional development programs during meetings as long as the same may be completed within one meeting, whereupon the activity would not be subject to extra-compensation for the teachers.

SECTION 5. Notice of Assignment. Tentative notice of assignment shall be given by June 1st, wherever possible, to all teachers, including those who are returning from leave who confirm their intent to return in writing by May 15th. Teaching assignments will not be changed except where necessary for the effective management of the District. The wishes of tenured teachers shall be a primary factor in determining whatever changes shall be made. A reasonable effort shall be made to ascertain these wishes by consultation with the tenured teachers.

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SECTION 6. Assignment of Science Teachers. The District shall seek to establish as a goal the scheduling of teachers of science so that said teachers shall have no more than twenty-five (25) assigned periods a week.

SECTION 7. Elementary Teachers.

SECTION 7.1 Grade References. All references to elementary teachers refer to teachers in elementary schools.

SECTION 7.2 Supervisory Assignments. Teachers in elementary schools may be assigned on a rotating basis up to thirty (30) minutes of continuous lunchroom or playground supervision at mid-day, defined as their students' scheduled lunch time, provided they receive a duty-free lunch period of thirty-five (35) consecutive minutes.

SECTION 7.3 Preparation Time. Each elementary teacher in the bargaining unit shall be entitled to at least 190 minutes per week of preparation time in minimum daily blocks of thirty-five (35) minutes. The Building Council by consensus at each building shall determine when the time beyond thirty-five (35) minutes per day will be allocated for use.

SECTION 8. Secondary Teachers.

SECTION 8.1 Instructional Assignments. In grades 7-12, no teacher shall have more than an average of five (5) teaching periods a day. While the sixth grade is departmentalized, the above will apply as well. If the sixth grade became self-contained classes, the 190 minutes per week of preparation time shall apply as noted in the clause for teachers in self-contained classes in grades 1-5.

SECTION 8.2 Course Preparations. In grades 7-12, no teacher shall be assigned more than three (3) classroom preparations, except that a teacher may be assigned four (4) classroom preparations if s/he is relieved of supervisory duty or compensated at the rate provided for in Section 8.3 below.

SECTION 8.3 Emergency and Extra Assignments. In grades 7-12, no teacher will be asked to teach an extra class except in an emergency. Compensation for those teachers assigned an additional teaching period will be 1/7th of the median teacher's salary for a full year assignment, 1/14th of the median teacher's salary for a semester assignment, and 1/1260th of the

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median teacher's salary for a daily assignment. No teacher will be assigned an additional class without his or her consent. This section shall apply to cases in which the District has been unable to obtain substitutes and to longer term cases in which a teacher has been asked to teach an extra class.

SECTION 8.4 Semester Tutorials.

- a. Notwithstanding any other provision in this article, the District shall have the right to assign up to fifteen (15%) percent of the secondary teachers (grades 7-12) in the core academic departments (Science, Math, English/Language Arts, Social Studies and Foreign Language) per building (a minimum of one per department and with rounding up to the next whole number) to small group tutorials of up to ten (10) students per tutorial. The students may be referred by their teacher, administrators, guidance personnel or self-referral. These assignments shall entail a reduction of two (2) preparation periods and two (2) supervisory periods to provide four (4) tutorial periods per week.
- b. Prior to making assignments on an involuntary basis the District shall solicit volunteers to fulfill the 15% requirements as set forth above. If more than 15% of eligible core academic teachers volunteer in any department, the District shall have the sole option of engaging more than the 15% in each such department and any volunteers who are not selected shall rotate into such voluntary assignments in the subsequent semester(s).
- c. If involuntary assignments are necessary to fulfill the 15% requirements as set forth above, such assignments shall be rotated among the department members.
- d. Those teachers who do not have supervisory duties as a result of other provisions in this agreement that relieve them of the same, shall not be subject to involuntary tutorial assignments. These teachers may volunteer for two (2) tutorials per week by foregoing two (2) of their preparation periods each week during a semester, for which they will receive \$500.00. Their voluntary assignments shall not count towards the fifteen (15%) percent references as set forth above.
- e. The tutorials may be constituted for remediation programs and/or giving students assistance in meeting coursework requirements.

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f. These tutorial assignments shall not be construed as either a separate preparation, an additional teaching period or an extra class within the meaning of Sections 8.1, 8.2 or 8.3 above.

g. The stipend for voluntary and involuntary tutorials as described above shall be \$1,000.00 per teacher per semester, except as specified in paragraph "d".

This provision shall be effective when the nine period day is employed at any secondary school (grades 7 - 12).

SECTION 8.5 Supervisory Assignments. Teachers in grades 7-12 or sixth grade teachers who are assigned departmental assignments may be given a study hall or hall supervision of one period a day. Teachers may volunteer for lunch room for one lunch period every other day in lieu of one of the above assignments. If there are no volunteers for such lunchroom supervision, the administrators may so assign teachers to supervise in lieu of study hall or hall supervision assignment provided that no teacher be assigned to the duty for two (2) consecutive semesters.

SECTION 8.6 Preparation Time. Each professional staff member in the High School and in seventh and eighth grade at the Middle School shall have a minimum of five (5) periods of preparation for each full week during which time the member shall be free to use the time for professional preparation and effort.

SECTION 8.7 In the event that the District institutes a nine (9) period schedule at the secondary level, of the additional five (5) periods per week, teachers may be required to utilize up to two (2) periods per week for teacher to teacher instructional related conferencing.

ARTICLE XIX. CLASS SIZE AND CLASS LOAD

SECTION 1. Teachers of English shall have no more than 120 students assigned during a semester.

SECTION 2. Wherever possible within the budgetary and space limitations, the following class sizes shall be maintained after a three (3) week adjustment period at the beginning of each semester of the school year:

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Kindergarten	25
Grades 1 - 6	28
Grades 7 - 12	30
Physical Education	45
Slower Student	25
All other as reasonable and proper	25

In Integrated Classes the ratio for Grades K, 1 and 2 will be 10:18. The ratio for Grades 3, 4 and 5 will be 10:20.

SECTION 3. The above class size requirements are not to be construed as preventing the District from becoming involved in the experimentation and development of larger class size units.

SECTION 4. When an individual teacher's class exceeds the above figures by one (1) or two (2), there will be a conference between the teacher affected and the building principal and/or department head to discuss the possible solutions. In no event shall the above figures be exceeded by more than two (2), except as hereinbefore provided.

SECTION 5. The following ratio of pupils is established as the desirable goal to attain with due regard for the overall requirements of the school system.

For each nurse-teacher	600
For each guidance counselor in secondary area	300
For each guidance counselor in elementary area	600
For each librarian	500-750
School psychologists	800-1,500
School social worker	1,000-2,000
Reading teacher	Depends on type of service required

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