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Contract Database Metadata Elements

Title: Poughkeepsie City School District and Poughkeepsie Public School Administrators Association (PPSAA) (1998)

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6002 06302001

Poughkeepsie City School District And Poughkeepsie School Admin Assn 505 SD 15890 AD1

AGREEMENT

BETWEEN

CITY SCHOOL DISTRICT OF THE CITY OF POUGHKEEPSIE

AND

POUGHKEEPSIE PUBLIC SCHOOL ADMINISTRATORS' ASSOCIATION

JULY 1, 1998 THROUGH JUNE 30, 2001

RECEIVED

OCT 30 2000

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

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ARTICLE I

RECOGNITION

SECTION 1:

The Board recognizes PPSAA as the sole and exclusive bargaining unit for the Building Administrative Employees (hereinafter called the "Administrators") of the City of Poughkeepsie Public Schools. These Administrators include Secondary Assistant Principals, Elementary School Principals, Middle School Principal, the High School Principal and the Evening High School Principal.*

SECTION 2:

The Board hereby extends to PPSAA the following rights:

- a. To represent exclusively members of the unit in negotiations regarding salaries, hours, terms and conditions of employment.
- b. To discuss matters of mutual concern such as personnel, practices, policies and fringe benefits.

SECTION 3:

If a new Administrative position(s) is created during the life of this Agreement, the inclusion of such position(s) in the bargaining unit shall be determined by mutual agreement of the Superintendent and PPSAA.

SECTION 4:

PPSAA agrees and affirms that it does not have and will not assert the right to strike against the City of Poughkeepsie School District, to assist or participate in a strike, or to impose an

The provisions of Articles XV, XVI, XVII, XIX and XX shall not apply to the position of Evening High School Principal.

ARTICLE II

NEGOTIATIONS

SECTION 1

It is agreed by and between the parties that the ground rules as set forth below shall govern the negotiations between the parties

- a All issues to be submitted for negotiations by the parties shall be submitted in writing to the designated representatives of either party on or before the first agreed upon date for negotiations. After negotiations have been commenced only counter-proposals may be submitted by either side
- b Sessions will generally not exceed three (3) hours and will be held at mutually agreed time and places
- c At the conclusion of each session the parties shall create an agenda to be completed at an agreed date for the subsequent meeting
- d Negotiations shall be conducted confidentially and while the negotiating teams may report to their respective parties, no public or media releases will be made until impasse is declared
- e The parties agree to furnish each other with whatever information is necessary to the conduct of negotiations upon request
- f Whatever agreements are made during the course of bargaining, they shall be reduced to writing at that time and considered as final subject to Section 8
- g During the course of bargaining both parties shall have the right to caucus for a reasonable length of time
- h When agreements are reached covering the areas of negotiations, the proposed agreement shall be reduced to writing, initialed, and submitted to the City of Poughkeepsie Board of Education and the Poughkeepsie Public School

Administrators Association for approval. Following approval by the majority of either the Board or PPSAA, the other party in a continued spirit of good faith, will gain approval or disapproval at their next regular meeting.

i. Negotiations for subsequent agreements shall be commenced no later than February 1st of the final year of the Agreement.

ARTICLE III

CONTRACT VALIDITY

SECTION 1:

This contract constitutes the complete agreement between the parties.

SECTION 2:

This contract shall supersede any rules, regulations, or practices of the Board which may be contrary to or inconsistent with its terms. The provisions of this Contract cannot be superseded by any established policies of the Board.

SECTION 3:

If any individual arrangement or agreement of employment is inconsistent with the terms of this contract, this contract shall control and supersede such arrangements or agreement to the extent legally allowable.

SECTION 4:

There shall be no change in the terms of this contract except by mutual consent of the parties.

SECTION 5:

Titles or headings are used herein solely for convenience of reference and are not to be deemed contractual terms; the agreement of the parties shall at all times be controlled by, and its meanings obtained from the full text of the provisions here written.

SECTION 6

If any part of this contract shall be held to be invalid, such determination shall not affect the validity of the remaining parts of this contract, which shall continue in full force and effect

ARTICLE IV

PPSAA MATTERS

SECTION 1

PPSAA shall be granted the right to use School Buildings and equipment for meetings both of the general membership and of various groups of 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 facility. The Association shall reimburse the District for the cost of supplies and equipment used, as referenced above

SECTION 2

The PPSAA may use the school inter-building mailing system for distribution of its official communication for the professional staff.

SECTION 3

The PPSAA shall have access to such information and records of the school system which are public records 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 negotiations unit

SECTION 4:

The PPSAA may engage in reasonable activities to conduct its affairs, including the right to post notices on bulletin board.

SECTION 5:

All notices from PPSAA shall be appropriately labeled as coming from the Association.

SECTION 6:

This District shall provide reasonable time off with pay, to representatives of PPSAA for the purpose of conducting or participating in PPSAA business:

- a. The President or his designee shall be entitled to use no more than five (5) such days during each contract year. However, no one Administrator would be entitled to more than two (2) consecutive days without the explicit written permission of the Superintendent.
- b. Except in emergencies, PPSAA shall notify the Superintendent at least seventy-two (72) hours in advance when such day or days will be taken, giving the name of the person and the place of attendance. In emergency, a reasonable effort will be made to give as much advance notice as possible.

SECTION 7:

The District shall deduct dues for Administrators belonging to PPSAA, with their written consent as the unit prescribes.

SECTION 8:

All members of the Association shall receive copies of the Agenda of any Board meeting. In addition, the President of PPSAA shall receive the Agenda with attachment of any Board meeting at least twenty-four (24) hours prior to a meeting where practical. Furthermore, the President of PPSAA shall receive the Agenda and all documentation for each Board workshop except those items specifically restricted under the Freedom of Information and Open Meetings Law.

SECTION 9

It shall be the responsibility of the Central Office to inform all new Administrative personnel of all fringe benefits available to them under this Agreement within ten (10) days of employment SECTION 10

The official School Directory shall include the offices of PPSAA

SECTION 11

Annual salary notices, including all specifics, such as accumulated vacation days, accumulated suck leave and compensatory days, shall be issued no later than the time of the first paycheck of the new fiscal year.

ARTICLE V

CONSULTATION PROCEDURES

SECTION 1

The Superintendent of Schools and four (4) representatives from PPSAA shall constitute the committee which shall meet at least four (4) times within a given school year. The Agenda for such meetings shall be prepared jointly by the President of PPSAA and the Superintendent of Schools, and be distributed to the participants five (5) working days prior to the date of each meeting of the consultative committee.

It sill be the responsibility of the President of PPSAA to initiate each meeting of the consultative committee

ARTICLE VI

ADMINISTRATIVE RESPONSIBILITY

SECTION 1:

Subject to the approval of the Superintendent, each Building Principal shall be <u>responsible</u> and shall exercise the authority for:

- a. The safe and effective operation of the school and its educational program.
- b. Supervision of instructional and non-instructional employees assigned to the building full or part time, including their recommendations to the Superintendent on the hiring, transfer and dismissal of building staff.
- c. Offering recommendations, along with their Assistant Principals, on curriculum planning, personnel allocation, budget development, needs assessment, inservice courses, conferences and workshops, teacher evaluation, and other educational and administrative matters
- d. The Building Principal will develop school objectives for review and evaluation by the Superintendent of Schools. Assistant Principals will together with the Principal, develop school objectives as they relate to their respective roles. The Superintendent and Building Principal will review and evaluate these objectives and their implementation.

SECTION 2:

Building Administrators shall be assigned to any district-wide committee in the following manner:

- a. The Superintendent shall call for volunteers.
- b. If any positions remain unfilled, the Superintendent shall assign administrators as necessary.

SECTION 3:

Building principals are responsible to the Superintendent of Schools, and shall serve in accordance with the policies, by-laws and resolutions of the Board of Education.

ARTICLE VII

LEGAL COUNSEL AND REPRESENTATION

SECTION 1

The District shall hold harmless any PPSAA member and provide legal counsel against any action or claim on a judicial or administrative level based on any actions taken in the discharge of the administrative duties, within the scope of his/her authority or at the direction of the District or an Officer of the District

SECTION 2

PPSAA members so involved in a legal action shall within five (5) days of the time he she is served with any summons, complaint, process, notices, demands or pleadings, deliver the original or a copy of the same to the Superintendent or the Board shall not be subjected to the above duty

ARTICLE VIII

VACANCIES

SECTION 1

Written notice shall be posted in each building and a copy sent to the President of PPSAA of any vacancy which occurs in an existing Administrative or Supervisory position, or which occurs as a result of the creation of a new Administrative position. Written notice shall contain

- a A description of the position to be filled
- b Qualifications for the position
- Appropriate salary range

d. Procedure for application.

Vacancies occurring during the summer shall be sent to each Administrator by mail. Such notices shall be given as far in advance as is practical, ordinarily at least thirty (30) days before the final date when an application must be submitted and in no event less than two (2) weeks before such date.

SECTION 2:

PPSAA members who are candidates for Administrative positions within the system shall be interviewed if they file applications for such position and are properly certified.

SECTION 3:

The Superintendent will make every effort to fill an administrative vacancy within sixty (60) days with a qualified, certified Administrator on permanent appointment. In filling a vacancy, the Superintendent and Board of Education shall give due consideration to qualified personnel within the District.

ARTICLE IX

SUBSTITUTING IN A PROMOTIONAL POSITION

SECTION 1:

If, in the event a member of the Association is required to assume more responsibility by substituting in a promotion position for more than ten (10) days, at the end of that time an additional ten (10) percent differential will be paid on the base pay of the individual for each day's work beyond the first ten (10) days of substitution. The decision will be that of the Superintendent's in selecting a substitution for replacement.

ARTICLE X

TRANSFERS - VOLUNTARY

SECTION 1

Requests for voluntary transfer shall be filed, in writing, with the Superintendent, and in the case of Assistant Principals, requests will be filed also with the Building Principal. The applicant shall set forth the reasons for the transfer request, the building or position sought and qualifications. Unsuccessful internal applicants shall be notified immediately after the final decision of the Board SECTION 2.

In the event of an opening during the school year, the Administrator must reapply

ARTICLE XI

JOB SECURITY

SECTION 1

The parties acknowledge that the Board's right to terminate employment, abolish positions or discontinue programs is not impaired or restricted by this Agreement. Therefore, given that right the following principles are established for all Administrators.

- a ——In the event the employment of an Administrator is terminated by the District there shall be no requirement to replace him/her—However, the following procedures will be utilized for such terminated Administrator
 - Sixty (60) days written notice shall be given to an administrator whose position is being abolished or are terminated
 - 2 Layoff and recall rights shall be in accordance with Section 2510 of the Education Law

SECTION 2:

When an administrative position is eliminated a preferred eligibility list must be established for the maximum period allowed by law.

ARTICLE XII

PERSONNEL FOLDER

SECTION 1:

The District shall continue to maintain one (1) personnel folder for each Association member.

SECTION 2:

Written complaints which are to be acted upon by the Superintendent or Board regarding any Administrator shall be called to the Administrator's attention within five (5) business days in writing, and the Administrator shall be afforded an opportunity to reply to the same.

SECTION 3:

No material or report shall be placed in the Administrator's file without the Administrator's knowledge, and without the opportunity to make a written statement of defense to be attached thereto, and an opportunity to confront the complainants. No material or report shall be made public except in accordance with the law.

SECTION 4:

Administrators shall have the right, upon request, to review and make copies of their personnel file.

ARTICLE XIII

SCHOOL CALENDAR

SECTION 1

The length of the work year for all members of the bargaining unit hired before September 15, 1984 shall be twelve (12) months

SECTION 2

SECTION 3

All members of the Bargaining Unit shall have input to the Superintendent to help in the developing of the School Calendar for each school year and any changes occurring thereafter

The establishing of dates for making up teaching time lost by the reason of school closing shall be considered a matter of vital mutual concern and shall be the subject of consultation between PPSAA and the Superintendent

SECTION 4

During the period of time from September 1 through June 30th, the unit members shall be expected to follow the established school calendar of openings and closings. In addition unit members shall be in attendance only on those workdays between September 1 and school opening as well as the last day of school and June 30th.

During the school year, the Superintendent shall allocate up to an additional thirteen (13) working days during the three (3) mid-year recess periods. Administrators shall supervise the instructional program of the School District.

During the period from September 1 through June 30th of each school year, the calendar of work days of unit members shall not exceed the calendar of work days of the Instructional

Administrators

SECTION 5:

If the Superintendent or his delegate requests the attendance of Association members for school business on days when the school is not in session, the Superintendent shall grant equal compensatory time for such required attendance.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT

SECTION 1:

Giving consideration to financial exigencies the Board shall set aside money to be disbursed on an equitable basis to unit members as approved by the Superintendent for the duration of this contract.

SECTION 2:

Time spent in attendance at professional conferences, approved by the Superintendent, including travel time, shall not be counted as vacation time, holiday time, or personal leave time, but will be treated in all respects as part of the normal performance of duties during the work year.

SECTION 3:

Reimbursement of expenses for authorized travel by car in connection with school or job related activities, or meetings, shall be made at the rate established by Board of Education policy.

Mileage reports shall be submitted in accordance with Board policy.

ARTICLE XV

LEAVES

SECTION 1 PERSONAL BUSINESS LEAVES

No limit shall be placed on personal leave for members of the unit, upon approval of the Superintendent

SECTION 2

A SICK LEAVE

Administrators shall receive sixteen (16) days sick leave as of July 1 1977, up to two hundred and seventy (270) days accumulation

An annual accounting of unused sick leave shall be given no later than the time of the first paycheck of the new fiscal year. Upon separation from the District, all unused accumulated sick leave shall be converted to cash at a rate of fifteen (\$15.00) dollars per day.

R EXTENDED LEAVE

Leave may be granted at full pay beyond the accumulated sick leave for the restoration of health upon the recommendation of the Superintendent and with the approval of the Board. During this time, all fringe benefits will continue

C CATASTROPHIC ILLNESS

Members of the unit who have accumulated less than one hundred and eighty (180) sick days, and who incur a catastrophic illness or accident necessitating a continuous. long term absence from work as a result thereof, and when the members shall have exhausted their current and accumulated sick leave reserve. he/she shall continue to

receive his/her salary and fringe benefits for a period of ninety (90) working days and an additional thirty (30) calendar days. An administrator with more than 180 days of sick leave who develops a catastrophic illness as defined herein will also receive the benefits set forth herein, reduced, however, by the number of sick days beyond 180 which that administrator had accumulated at the time he or she incurred the catastrophic illness.

D. INJURY OR DISABILITY

Whenever an Administrator shall be absent as a result of injury or disability arising out of and in the course of duty for which the Administrator is entitled to payment under Workers' Compensation Insurance, the Administrator shall be paid the regular salary subject to the deduction therefrom of the amount of Workers' Compensation payments, which absence shall not affect the Administrator's accumulated sick leave until the absence exceeds six (6) months. After six (6) months, the Administrator shall be continued on full pay until the expiration of all sick leave. However, if because of the injury, the Administrator is eligible for retirement under the New York State Retirement System, the Board may require such Administrator to retire, and the Administrator shall after the expiration of time reasonably required to complete the procedure for such retirement, no longer be entitled to further payment of salary or part thereof from the Board.

SECTION 3. FAMILY ILLNESS

Administrators shall be granted four (4) days per year for illness in the family. Family is defined as meaning mother, father, husband, wife and children, or, in lieu thereof, some other specific individual expressly designated by the Administrator.

SECTION 4 BEREAVEMENT LEAVE

- A Bereavement leave shall consist of up to five (5) days for the death of a relative or other person, and shall not be considered part of the sick leave allowance
- B The Superintendent or his/her designee may grant additional emergency death, serious illness or, funeral leave in circumstances which, in his/her judgment, is justified

SECTION 5. EMERGENCY LEAVE

Requests for emergency leave shall be granted at the discretion of the Superintendent SECTION 6. IERY DUTY

A member shall be granted leave without loss of pay as may be necessary in order to perform jury duty. Such leave shall not be deducted from any other leave allowance. When the member receives a notice of call to jury duty, he/she shall notify the Superintendent and/or the Building.

Principal to that effect. The stipend received, excluding expenses, shall be returned to the District.

ARTICLE XVI

VACATION

SECTION 1:

Effective July 1, 1988, all members of the Association who have been employed in the District for twenty (20) or fewer years shall have twenty-two (22) vacation days per year and those employed in the District for more than twenty (20) years shall have twenty-seven (27) vacation days per year. SECTION 2:

Vacation days may be accumulated by all members of the Association to a maximum of fifty (50) working days, plus twenty (20) or twenty-five (25) of the current year, with a maximum of seventy (70) or seventy-five (75) usable in any one year. Provided, however, that no days may be accumulated beyond seventy-five (75) days except upon the approval of the Superintendent of Schools.

SECTION 3:

- a. At the time of retirement from the District or death, unused accumulative vacation time up to sixty (60) working days shall be converted to cash based on per diem salary at the time of retirement or death.
- b. At the time of separation for reasons other than retirement from the District, unused accumulated vacation time up to fifty (50) working days shall be converted to cash based on per diem salary at time of separation.

SECTION 4:

At annual accounting of the accumulated vacation days shall be given each member of the Association not later than the time of the first paycheck of the new fiscal year.

SECTION 5

Individual unit member's vacation shall be arranged with the Superintendent

ARTICLE XVII

INSURANCE

SECTION 1 HEALTH INSURANCE

The District shall incur the cost of the Statewide Hospitalization Insurance Plan provided by the Blue Cross-Blue Shield and Metropolitan Life Insurance Company, or the GHI program according to the members' designation. The District shall pay the full cost of the coverage of the Association member and his/her family. This health insurance benefit shall include retired Administrators.

The parties agree that the District may substitute through an alternative insurance carrier comparable medical insurance coverage to that presently afforded by the State Health Insurance Program without further negotiations being conducted between the parties. In determining comparability, the list of participating providers will not be a factor to be considered. However, prior to implementing a change, the Association shall be notified at least ninety (90) days prior to the effective date of any change. In the event that the Association disagrees with the District's determination with respect to comparability, by written notice to the Superintendent of Schools filed within thirty (30) calendar days of receipt of notice of the proposed change, the Association may have the matter submitted to expedited final and binding arbitration pursuant to the rules of the American Arbitration Association governing labor arbitration proceedings. The costs of the arbitration shall be borne by the District

For purposes of this Agreement, the Association considers the Dutchess Plan or the Dutchess alternative Plan to be a comparable plan to the State Health Insurance Plan. The District further agrees to institute a Section 125 Internal Revenue Code Flexible Benefit Spending Plan for unit members.

The parties agree that in the event the teacher bargaining unit negotiates a share of the saving on changing health insurance plans to the Dutchess Plan of 50% or more of said savings, negotiations with this unit shall be reopened on this issue.

The District agrees to provide health maintenance organization coverage, but that such coverage shall not be the sole coverage provided for in this Agreement.

Association members who have retired or who will retire and who are entitled to receive health benefits from the District, shall be entitled to Medicare reimbursements from the District.

SECTION 2: HEALTH INSURANCE BUY-OUT

On or before June 1st of each school year, existing unit members shall inform the Superintendent of Schools, in writing, of their decisions to opt out of the District's health insurance plan effective July 1st. In return opting out, the unit members shall receive a payment of \$600.00 on or before October 15 from the District.

To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application.

Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this Agreement. Re-entry shall be conditioned upon the unit member repaying on a pro-rated basis 1/12th of the \$600.00 for each month remaining in the school year in question.

SECTION 3 DENTAL INSURANCE

The District shall maintain the current dental plan at no cost to the unit or its members provided that the afforded dental insurance benefits are no less than that afforded any other unit in the District

SECTION 4 LIFE INSURANCE

The District agrees to fund a group term life insurance, accidental death and dismemberment plan in the face amount of \$50,000 00 per PPSAA member. The Association shall have input with respect to the selection of the providing life insurance company. Dividends, if any, shall inure to the benefit of the District.

ARTICLE XVIII

GRIEVANCE PROCEDURE

SECTION 1

- A A grievance shall be an alleged violation or misinterpretation of a provision of the existing agreement
- B Only the Association may be a grievant pursuant to this Article

SECTION 2

It is the intent of the parties to resolve grievances informally, however, if such resolution cannot be reached, the aggrieved party shall file a formal written grievance within fifteen (15) working days of the occurrence or when the alleged grievance should have become known to the grievant

SECTION 3:

The Superintendent shall respond in writing within ten (10) working days. If the grievant is not satisfied with the determination of the Superintendent, a written appeal must be filed with the Clerk of the Board within ten (10) working days after receipt of the Superintendent's decision.

SECTION 4:

The grievant shall be entitled to make a presentation to the Board or a Committee of the Board with the assistance of a representative of choice, if any, and have the right to submit a legal memorandum of law. The Board's decision which shall be final and binding shall be rendered within fifteen (15) working days of the hearing or, if no hearing is desired, within fifteen (15) working days of the submission of the grievance to the Clerk of the Board.

ARTICLE XIX

SALARY

SECTION 1:

Effective July 1, 1998, unit members shall receive salary increases of 3%. Effective July 1, 1999, unit members shall receive salary increases of 3%. Effective July 1, 2000, unit members shall receive salary increases of 3%.

SECTION 2:

For the 1996-97 school year, unit members who have served for ten (10) years or more in positions covered by the recognition clause herein shall be entitled to an additional \$1,300.00 salary

Effective July 1, 1997, unit members who have served for five (5) years or more in positions covered by the recognition clause herein shall be entitled to an additional \$1,200.00 salary. Unit

members who have served for ten (10) years or more in positions covered by the recognition clause herein shall be entitled to an additional \$1,300.00 salary. Unit members who have served fifteen (15) years or more in positions covered by the recognition clause herein shall be entitled to an additional \$1,500.00 salary.

SECTION 3 [Effective until June 30 1989]

In addition to the above, the Board may implement a merit pay plan whereby a sum of up to \$10,000 00 per year may be distributed to unit members, provided, however, that the minimum merit pay award shall be \$1,000 00 and the maximum award \$2,000 00. The next merit pay award shall be paid no later than March 31, 1987 for projects covering the period from February 1, 1986 through January 31, 1987. Thereafter, merit awards shall be awarded no later than the March 31st of each successive school year for projects commencing February 1st and terminating on January 1st.

SECTION 4

Administrators may be assigned to serve as Section 3214 Education Law hearing officers at a rate of \$100.00 per hearing, including writing the Report and Recommendations. Administrators will receive an additional \$25.00 for appearing for an additional date for a bifurcated hearing Notwithstanding the above, the Association acknowledges and agrees that the Board shall have the right to appoint outside hearing officers to conduct Section 3214 Education Law hearings at a rate agreed upon between the District and the hearing officer.

ARTICLE XX

RETIREMENT INCENTIVE

SECTION 1:

All unit members who are or will become 55 years of age of older and have or will have 15 years of credited service on or before June 30, 1985, shall be entitled to a retirement incentive of 50% of their last year's salary provided that notice of retirement or resignation is given on or before February 1, 1985 for retirements or resignations effective June 30, 1985.

SECTION 2:

Those unit members who will reach the age of 55 with 15 or more years of credited service in any succeeding school year, shall be entitled to such incentive as referenced in Section 1 above, provide that notice is given at lest six (6) months in advance of retirement or resignation that year and retirement or resignation is planned for January 1 or June 30 for elementary principals and February 1 or June 30 for building administrators in the secondary schools.

SECTION 3:

The Employer shall pay such incentives between July 1 and November 1 of the year in which the Administrator retires or resigns.

SECTION 4:

Any Administrator, who during the term of this collective bargaining agreement, will reach the age of fifty-five (55) may make application pursuant to the requirements referenced above if the employee at the time of making such application has at least fifteen (15) years of accredited service. Such employee shall be treated as if he or she has already reached the age of fifty-five (55).

Applications for retirements or resignations, effective June 30, 1985, pursuant to this section, must be received by the District on or before February 1, 1985.

SECTION 5

Notwithstanding the above, unit members who have previously been eligible to receive the benefits set forth in Section 1, above, shall be entitled to receive a retirement incentive of 40% of their last year's salary, provided that notice of retirement or resignation is given, in writing, on or before February 1, 1989 for retirements or resignations effective June 30, 1989. The payment of the retirement incentive shall occur between June 30, 1989 and November 1, 1989. The parties agree that the subject of retirement incentive shall not be renegotiated prior to July 1, 1993.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 29th day of SEPTEMBER, 1998.

PRESIDENT, P.P.S.A.A.

PRESIDENT, BOARD OF EDUCATION

Ende Melton Rein

SUPERINTENDENT OF SCHOOLS