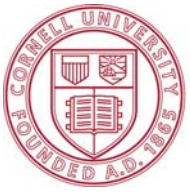

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Livonia Central School District And
Livonia Teachers Association

AGREEMENT

Between

the Livonia Teachers Association

and the

Superintendent of Schools

of the

Livonia Central School District

1998-2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED
JUN 16 1999
EXECUTIVE DIRECTOR

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THIS AGREEMENT, made this 21st day of December, 1998, by and between the superintendent of schools of the Livonia Central School District, on and in behalf of the board of education of the Livonia Central School District, hereinafter referred to as the "board", and the Livonia Teachers Association, hereinafter referred to as the "association."

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering wages and terms and conditions of employment to be observed between the parties hereto.

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement. Therefore, negotiations on any item will be opened only upon mutual consent of both parties until such time as a new contract is being negotiated.

"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 PROVIDING ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL."

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

Section 1.01 Recognition

The board recognizes the association as the "exclusive" bargaining agent for all certified personnel, except school administration which is composed of the superintendent of schools, building principals, school business administrator, director of special education services, assistant principal(s), and administrative assistant(s). The use of the term "teacher" shall mean "certified personnel" in all articles of this agreement. Such recognition shall extend to the maximum period allowed by law. As exclusive bargaining agent, the association recognizes its responsibility in most strongly urging compliance by all members with the terms of this agreement.

Before the board adopts a change in policy which affects wages, hours, work force, or any other condition of employment which is not covered by the terms of this contract and which has not been proposed by the association, the board will notify the association that it is considering such a change.

Section 1.01 Recognition (Continued)

Provided the association files such a request with the board within ten (10) workdays after receipt of such notice, the board will meet with representatives of the association. The association may present its views on the proposed policy(s) to the board at this meeting. It is the intent of this clause to provide the association with an opportunity to express its opinions which will not be binding on the board. Such policy shall not be adopted until the regular board meeting following the notification to the association.

ARTICLE II

Section 2.01 Dues Checkoff and Authorization

Upon the written request of a teacher, on the form provided by the association, the board will deduct from the salary of the teacher such amounts for membership dues as indicated by the teacher and said sums shall be promptly transmitted to the association. Deductions will be made in equal installments beginning with the third pay period of the year and ending with the first pay period in June.

The board shall deduct an agency fee each pay period from all non-members of the association represented by the bargaining unit. The association shall notify the board annually of the amount of the agency fee to be deducted. The method of deduction shall be the same as in paragraph one and shall pertain to all non-members subject to the agency fee, as long as this law remains in effect.

Written requests, on the proper form, must be submitted to the school business administrator no later than twelve (12) working days prior to the date of the third pay period of the year.

Authorization submitted at least two (2) weeks prior to any regularly scheduled pay period shall be honored and deductions shall be made for the balance of the scheduled deduction period.

The board will provide payroll deduction for those members of the association desiring to participate in the Genesee Valley Teachers' Association Federal Credit Union.

Section 2.02 Salary Deposit

Upon the written request of the employee, the District will direct deposit that employee's wages to Fleet Bank, Wyoming County Bank, Marine Midland Bank, Key Bank, Bank of Castile, First National Bank of Rochester or the Genesee Valley Teachers' Association Federal Credit Union.

Should the District no longer be able to provide this service with any one of these banking institutions, due to the imposition of fees and/or other reasons, the Association will be promptly notified. If necessary, a suitable alternative bank will be jointly sought.

To initiate direct deposit, the employee must complete the required forms in the Business Office by September 30 of the year of initiation. A new employee must do so at the time they are hired.

Section 2.03 NYSUT Benefit Trust

The employer shall checkoff and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer. The employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.

ARTICLE III

Section 3.01 Extra and Co-Curricular Activities

Extra and co-curricular activities shall be paid pursuant to and consistent with the schedule reflected in Appendix B. These positions will be offered to teachers before they are made available to other non-unit members. Those positions filled with a non-unit member will be opened up each year to interested bargaining unit members. Payments for extra-duty assignments will be spread over the last five paychecks of the school year (except coaching salaries)

Section 3.02 Notification

A teacher who holds an appointment as a coach or advisor during any school year and who will not be reappointed to that position for the following school year shall be notified of that fact no later than June 30 of the current year.

Section 3.03 School Functions

Teachers will be allowed to attend all school-sponsored functions without paying admission costs. This includes, but is not limited to, sports events and student productions.

ARTICLE IV

Section 4.01 Salaries

All teachers will be paid pursuant to and consistent with the language and schedules contained in Appendices A and B.

Section 4.02 Method of Payment

Teachers will be paid on alternate Fridays in accordance with such rules and regulations as provided by the New York State Department of Audit and Control. All employees will receive half of their regular paycheck on the first Friday after their return to school in September. The second half of their regular paycheck will be provided on the first regularly scheduled payday. Only mandatory deductions will be reduced from these half-pays. Voluntary deductions will commence on the second regularly scheduled payday for the school year. If a scheduled Friday pay date falls when school is not in session, the school district will have two options as to the method of payment.

1. The school district may distribute checks on the last scheduled school day prior to the Friday pay date.

OR

2. Teachers would have the option of personally picking up their checks at the business office on the Tuesday prior to the scheduled Friday pay date. If the Tuesday in question falls on a holiday for office personnel, checks will be picked up on the following day. Any checks that were not picked up will be mailed to the teacher's home address at the close of the business day to ensure delivery to the teacher by Friday.

Section 4.02 Method of Payment (Continued)

Teachers may elect to be paid on a ten (10) or twelve (12) month basis. When a 12-month basis is elected the final paycheck issued in June will include the amounts that would ordinarily be paid during the months of July and August. Necessary forms will be issued prior to September of each school year for personnel to designate their wishes. No changes can be made after the payroll is prepared. The business office will provide a payroll date schedule in the Faculty Handbook.

ARTICLE V

Section 5.01 Sick Leave

Teachers will be granted fifteen (15) sick days per year. Up to twelve (12) days each year may be used for immediate family illness. Immediate family will be defined as spouse, children, brothers, sisters, mother, father, and in-laws. Under extraordinary circumstances, as determined by the superintendent, 20% of a teacher's accumulated sick leave may be used for family illness.

Up to twelve (12) days each year may be used for immediate family funerals. Immediate family will be defined as spouse, children, brothers, sisters, mother, father, grandparents, and in-laws. Other funeral days may be granted at the discretion of the superintendent.

Procedures for applying for sick leave or funerals will be as stated in the Faculty Handbook. All days taken will be deducted from the fifteen (15) allowed each year.

Teachers will be granted three personal days in addition to the fifteen (15) sick days allotted. Procedures for applying for personal leave will be as stated in Section 5.04. All days taken will be deducted from the three (3) allowed each year.

Days not taken as sick leave or personal days may be accumulated up to a maximum of two hundred thirty (230) days for the purpose of personal sickness only. If a teacher reaches his/her maximum limit and has a period of sickness, days will be deducted from the fifteen (15) s/he ordinarily would have accumulated for the current year first.

Section 5.01 Sick Leave (Continued)

Monetary payment for accrued sick leave as stated in Section 5.03 has a ceiling of two hundred (200) days. This limit applies to the monetary option and the health care benefit option.

Section 5.02 Notification

Teachers will be notified of the amount of their accumulated sick leave in September, individually and in writing. This number will include the balance of last year's total, plus unused personal days, plus the fifteen (15) days for the current school year. The three (3) personal days for the current year **will not** be included.

Section 5.03 Payments for Unused Sick Leave

Upon written notice to the board, at least seven (7) months in advance of employment departure, a teacher retiring from the district with at least twenty (20) years of service in New York State; or, a teacher leaving employment after twenty (20) years of District service, shall have his/her salary increased by a sum equal to $35.00 for each day of unused sick leave that is credited to the teacher at time of leaving. This payment will be prorated over the last year of the teacher's employment. However, if the teacher utilizes any sick leave days during this period, s/he will be required to reimburse this district for all accumulated sick days so used.

The district will waive the notice period for those individuals forced into retirement or forced to leave teaching by an unexpected physical disability of employee or spouse. In the event of a preretirement death, the employee's beneficiary will receive payment for the employee's accumulated sick days at the rate of $35.00 per day.

A teacher may opt for the following instead of receiving cash payment of unused sick days. In consideration of services and in lieu of unused sick leave, teachers retiring after September 1, 1982, will receive health insurance benefits to the extent of coverage provided during the last year of employment. In the case of 100% coverage, the district will assume all premium increases; in all other cases the teacher will assume all increases.
Teachers retiring during the term of this contract (1998-01) shall contribute towards the premium at the level existing at the time of retirement. The benefit will continue up to the time Medicare coverage takes over. Teachers who have accumulated more than the required days will receive $35.00 for each excess day.

Section 5.03 Payments for Unused Sick Leave (Continued)

Years of Service in District	Sick Leave Days	District's %	Teacher's %
27	200	100	0
22	200	75	25
10	150	60	40

The accumulated sick days requirement may be waived if a teacher's attendance record has been exceptional and a major illness or accident has resulted in that teacher's accumulated sick days falling below two hundred (200). A committee of three (3) teachers appointed by the association president and two (2) administrators appointed by the superintendent (representing management), will be formed at the teacher's request. This committee will review the teacher's attendance records and decide if that teacher qualifies for the waiver of accumulated sick days. There must be agreement between the teachers on the committee and school administrators representing management before a waiver decision can be rendered.

Section 5.04 Procedure for Obtaining Personal Leave

Request for personal leave, granted under Section 5.01, shall be made in writing on a form obtained from the building principal. That said request must be made at least two (2) days prior to the leave and state the reason and date of absence. If the reason is considered highly personal by the teacher, the reason may be stated as "personal", with no further clarification required. In the event of an emergency, the two-day prior notice may be waived by the superintendent. Personal leave immediately following or preceding a school holiday or vacation will be granted at the discretion of the superintendent, and such permission will be based upon circumstances of unusual and unavoidable nature.

Section 5.05 Family and Medical Leave

Family and medical leaves shall be granted under the provisions of the federal law known as the Family and Medical Leave Act of 1993 (S.5/HR.1).

In addition, medical leaves of absence will be granted to tenured teachers, or registered nurses with at least two years experience within the school district, when requested by the teacher or registered nurse, and when such request is accompanied by an official recommendation of a licensed physician. Medical

Section 5.05 Family and Medical Leave (Continued)

leave shall be granted for a period of up to two years. Unused sick leave may be applied to the medical leave. The board may, at its expense, require a physical examination by a medical doctor of the board's choice.

Hospitalization insurance coverage for a teacher or registered nurse on medical leave may continue on a 50-50 basis during such leave.

Section 5.06 Parental Leave

A parental leave will be granted upon the request of the teacher.

A teacher who is pregnant shall notify the superintendent, in writing, no later than the fifth month of pregnancy setting forth the expected date of confinement and whether or not she expects to request a parental leave. The teacher may work as long as her physician certifies her capable of performing her duties. The board shall have the right to request updated medical reports, but no more than one such report every 30 days, and, upon request, the teacher shall execute a medical release.

The parental leave shall be without pay or accumulation of other benefits. A teacher who takes a parental leave and has worked ninety two (92) or more days during the school year the leave is taken, will be awarded the full salary increase upon returning to work. A teacher who takes a parental leave and has worked ninety one (91) days or less during the school year the leave is taken will be awarded one-half the salary increase upon returning to work.

The length of the parental leave shall not exceed the balance of the year in which it is granted, plus one additional school year. The teacher must notify the superintendent of his/her intention to return to work at least sixty (60) days prior to the end of his/her leave **or** before 75% of the leave has expired, whichever is the shortest period of time. If the teacher desires to terminate his/her leave earlier than scheduled, s/he must notify the superintendent sixty (60) days prior to returning to work. The 60-day notice may be waived by the superintendent given unusual circumstances. Final decision rests with the superintendent.

Section 5.06 Parental Leave (Continued)

Parental leave shall be defined as leave to care of and/or nurture a dependent minor child. Both male and female teachers are eligible for parental leave. This leave may be taken at any time during the child's minority.

Any or all accumulated sick days may be applied to the parental leave. The teacher will notify the business office, prior to the commencement of the leave, of the number of sick days s/he wishes to apply to the leave. Sick days may be applied beginning with the first day of school in September.

Once the teacher has used all the sick days s/he indicated at the beginning of the leave, the twelve (12) weeks of medical coverage outlined in the Family and Medical Leave Act of 1993 shall commence. Upon the conclusion of the twelve (12) week period, the teacher shall begin to pay fifty (50) percent of the premium for health care coverage if they choose to maintain said coverage.

Section 5.07 Sabbatical Leave

Teachers who have served at least seven (7) years in the district shall, upon recommendation of a committee consisting of the superintendent, building principal, and two (2) association members and with the approval of the board, be granted leave of absence for the purpose of study, professional development or travel upon the following conditions:

1. Applicants must file with the superintendent a statement of the definite purpose of which such leave is desired. This statement must include the fully accredited college or university at which the individual is to study, the professional development strand to be pursued, or the extent and purpose of travel and how it will relate to that person's certification area. Such statement must meet with the approval of the board. Persons awarded a travel sabbatical are required to submit a written report to the board following their travel, and the report will detail all activities and dates making up the sabbatical period. A professional development portfolio is required when the leave is for professional growth. This must be done as a verification of the individual's full qualification of the salary provision. Application for sabbatical leave must be submitted to the superintendent four (4) months prior to the intended start of the leave.

Section 5.07 Sabbatical (Continued)

2. Applicants must file with the board a written agreement to remain in the service of the district for three (3) years after the expiration of such leave or in case of resignation within the three (3) years, to refund the district such proportionate amount of the salary paid during the leave of absence as the unexpired portion of three (3) years shall dictate.

3. Such leave shall be granted for one (1) full year or one-half year. Teachers taking such leave shall not be eligible for such leave again until seven (7) years have expired after return.

4. Teachers on sabbatical leave for the full year shall receive one-half of their current salary for the full year. Teachers on sabbatical leave for purposes of travel for one-half year will receive one-third of the year's beginning teacher's salary. Teachers on sabbatical leave for college/university purposes or for professional development strand for one-half year will receive one-half of the year's beginning teacher salary.

5. No more than two (2) teachers shall be granted a sabbatical leave in any given year.

6. Insurance coverage will continue during a sabbatical period on a 50-50 basis.

7. Seniority accrues during the sabbatical period.

8. A teacher on sabbatical leave will notify the district of his/her intention to return to work at least sixty (60) days prior to the end of the sabbatical leave. Failure to file the proper notice with the district within the time frame described will constitute abandonment of employment and a replacement will be recruited.

It is understood that economic factors could prevent the granting of sabbatical leaves.

Section 5.08 Leave of Absence

A teacher may apply for a leave of absence without pay and without loss of salary level for a period of time not to exceed one year. This leave may be granted for such reasons as, but not limited to, study, travel, exchange teaching, public or political service, or association business. Applications for such leave must be made no later that sixty (60) days prior to the start of the desired leave. The superintendent shall forward the request, together with his recommendation, to the board.

The board in its sole discretion shall grant or deny such leave, without pay, salary advancement, fringe benefits, or accumulation of seniority. During such leave the teacher may continue his/her membership in the group health insurance at his/her own expense, upon payment of premiums in advance, monthly or quarterly.

The teacher must notify the superintendent of his/her intention to return to work at least sixty (60) days prior to the end of his/her leave **or** before 75% of the leave is expired, whichever is the shorter time period. Failure to file the proper notice with the district within the time frame described will constitute abandonment of employment and a replacement will be recruited.

Section 5.09 Sick Leave Bank

The district shall establish a sick leave bank with the intent of protecting bargaining unit members from financial burden due to serious illness or injury.

Each returning unenrolled member of the bargaining unit shall have the opportunity to enroll in the sick leave bank by filing a signed authorization statement with the Business Office no later than October 1 of each year.

All newly hired teachers shall, during their first year of employment only, receive thirteen (13) sick days and an additional two (2) sick days which shall be deposited directly into the sick bank. If that teacher does not wish to participate in the sick day bank, s/he must submit this request in writing to the Business Office within the first thirty (30) days of employment. If participation in the sick bank is declined, the two (2) sick days shall be credited to the member as sick days.

Section 5.09 Sick Leave Bank (Continued)

At no time shall the number of days held in the bank exceed twice the number of members in the bargaining unit. A teacher who elects to enroll shall contribute two (2) days during their first year of participation. When the number of days falls below one-half the maximum allowable, teachers who wish to continue their participation will contribute one (1) additional sick day. Days not used will be carried to the following year. Any member who has reached his/her limit of two hundred thirty (230) accumulated sick days may contribute up to three (3) sick days per year to the sick bank.

Only active members of the bank may withdraw days. A member may not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, the enrollee must have been absent for ten (10) days prior to the commencement of the sick leave bank benefits. Exceptions to this rule will be decided on mutually by the committee and the superintendent.

Upon retirement, a bargaining unit employee may withdraw days contributed to the sick leave bank for payment under Section 5.03, if that person has not used the sick leave bank.

A committee consisting of four (4) unit members appointed by the association president and two (2) members appointed by the superintendent shall administer the bank. The committee shall establish procedures for applying to and contributing days to the sick bank. The Association president will appoint the committee chairperson. Members shall serve a two-year term and are not eligible for re-election until two additional years have elapsed.

The enrollee must, upon the request of the committee, submit to the committee suitable written verification by the enrollee's attending physician of his/her medical condition.

The committee may in unusual circumstances request additional contributions during the school year.

ARTICLE VI

Section 6.01 Layoff

In the event of layoff, the board will make three (3) monthly payments of premiums for the health insurance then in effect.

ARTICLE VII

Section 7.01 Health Insurance

1. The district will provide health insurance coverage through a self-funded health care plan (hereinafter called the "plan"). Employees may enroll under either the family plan coverage or the individual plan coverage. The plan that shall be provided shall be the basic plan of the Genesee Area Health Care Plan. The district will also provide Blue Choice Extended and Preferred Care Comprehensive plans effective July 1, 1996. Both of these HMO's will include a $7.00 prescription card, chiropractic rider and annual vision coverage. Representatives of Blue Choice and Preferred Care will schedule information presentations before May 1, and give the presentations between May 1 and June 15.

2. If for any reason the plan ceases to exist or the district terminates its participation, the district then will provide coverage equal to or better than the plan coverage in existence at the time of termination for current employees.

3. The self-funding program will include provisions for a prescription rider, vision rider, and student dependent rider.

4. The plan document is herein incorporated by reference.

5. Any complaints under the plan with respect to its interpretation or application must be processed through the claim review procedure set forth in the plan document. If the matter is not settled to the employee's satisfaction and the plan document does not provide for arbitration of such dispute, then within thirty (30) days of the written answer from the governing committee of the plan, the

association may submit the issue directly to binding arbitration. The association and the district agree that such binding arbitration should only be before an arbitrator under the Rules of the American Arbitration Association who has expertise in medical health insurance coverage benefits and policies and is familiar with the rights of covered individuals and the responsibilities of the insurance provider. The plan administrator will furnish the association with all pertinent data related to the dispute subject to the provisions of #6 of this section.

6. All data obtained by the plan administrator with respect to insurance claims shall be considered confidential and shall be disbursed to persons involved or connected with the plan strictly on a need to know basis and such information shall be utilized for no other purpose than is necessary for the administration of the plan and the payment of claims. Any health data obtained by the plan may not be used to discipline or dismiss an employee. Any health data records may not be released to anyone unless authorized in writing by the individual member.

7. Any employee who leaves the employment of the district or whose services are terminated, shall have the right to continue participation in the district's insurance program at their expense, for a period of eighteen (18) months. (COBRA)

8. A new teacher must submit to the business office, within thirty (30) days of employment, his/her declaration of intention to enroll. Failure to apply within thirty (30) days of employment may prevent current enrollment and will automatically relieve the board of its responsibilities for coverage. No waiting period for coverage of preexisting conditions will be imposed if the employee enrolls in the plan. A current employee may reconsider and join the plan at a later date by notifying the employer, in writing, of his/her desire of coverage. Coverage under the plan will commence on the first day of the month following the employer's receipt of the request for coverage. A teacher who terminates health insurance during the school year may not enroll in any District health insurance plans until the following school year unless the teacher presents evidence of loss of health insurance coverage due to circumstances beyond the control of the teacher (example: divorce, layoff of spouse). Re-enrollment will be in accordance with the provider's plan.

9. An employee whose spouse works for the same district or another school district participating in the plan, may enroll in the plan with no lapse in coverage if their spouse's coverage ceases for any reason. In no event shall there be double coverage in the plan.

10. The board of directors of Genesee Area Health Care Plan will have one member from Livonia. This member shall be a faculty member appointed by the district.

11. Any change in marital status, family status, or death of a spouse must be reported to the business office so the insurance carriers may be notified.

12. The employee is entitled to health insurance coverage through the last month of active employment.

13. The spouse of an employee who has coverage in another medical plan will have that plan considered primary as to their individual or family coverage. The board plan will only pay in excess of other collectible health insurance plans.

14. In the event of a faculty member's death while employed by Livonia Central School, the surviving spouse has the right to continue coverage under the plan at his/her own expense.

15. In the event the self-funded health care program proves to be poorly administered and many teachers are dissatisfied with the plan because of that, the board will negotiate with the association a different health care plan, providing two-thirds of the faculty members of the health plan desire a change. To determine two-thirds of health care members, the board and association will conduct a vote via secret ballot.

16. The district will have the option of moving to Blue Cross/Blue Shield health care coverage for members of the association, providing the coverage is comparable to the existing health care coverage and the association leadership is given an opportunity to assess the comparability before a change is made. In the event the association does not deem the coverage comparable and equal, the current health care coverage will remain in effect.

17. Effective July 1, 1998, participants in the Genesee Area Healthcare Plan will pay 10% of the premium costs. Effective July 1, 1999, participants will pay 12.5% of the premium costs. Effective July 1, 2000, participants will pay 15% of the premium costs.

18. Participants in the Blue Choice Extended and Preferred Care Comprehensive HMOs will pay:

	1/1/99	7/1/99	7/1/00
Single:	$ 5.00/month	$10.00 per month	$10.00 per month
Family	$10.00/month	$20.00 per month	$20.00 per month

19. Effective July 1, 1999, the district will pay 100% of the premium costs for those participants who choose Blue Choice Select or Preferred Care Community.

20. Part-time employees will pay 40% of premium costs on all parts of the hospital insurance program. This will apply only to those part-time employees beginning their employment with the district after July 1, 1987.

21. Teachers retiring during the term of this contract shall contribute towards the premium at the level existing at the time of retirement. (Sec. 5.03)

22. If no successor agreement is negotiated as of July 1, 2001, the health insurance contribution amount will be frozen for teachers; if a retroactive wage increase is granted, there shall be retroactive application of any health insurance contribution by the teacher.

23. A 125 flex benefit plan shall be made available to teachers.

24. The District shall contribute the following amounts for each full time teacher into a 105 plan:

1998-99 - $250 annually; 1999-00 - $275 annually 2000-01 - $300 annually

The District shall contribute the agreed upon allocation for each full-time teacher into a 105 Plan for as long as such plans are permitted by the IRS Code. Such contributions shall be made in two equal installments on the workday nearest October 15 and February 15 for teachers actively working or on paid leave on that date.

Section 7.02 Dental Insurance

Employees who choose the Blue Cross/Blue Shield Smile Saver IV Dental Plan for their dental insurance coverage will begin paying 5% of the annual premium effective January 1, 1999.

Beginning July 1, 1999, the District will pay 100% of the premium for those employees choosing dental coverage in the Blue Cross/Blue Shield Smile Saver I.

Part-time employees will pay 40% of the premium costs on the dental insurance plan. This will apply only to those part-time employees beginning their employment with the district after July 1, 1987.

Section 7.03 Health Plan Options

Teachers may choose not to receive all or some of the health plan benefits; choice to be made by July 1 of each school year. If they choose to do this, they will be given salary increases according to the following schedule. These monies will be a yearly addition to their regular salary. Monies will be paid by the district no later than the end of the first semester.

Option	Payment
Receives no health benefits (no health or dental)	$1050.00
Receives only dental benefits (no health)	$763.00
Receives dental benefits, prescription & vision health care riders*	$575.00

*Available only to those teachers who chose this option before September 1, 1988.

ARTICLE VIII

Section 8.01 Jury Duty

Teachers receiving notice for jury duty should report same to the district office on the day the notice is received. In the event a suitable substitute is not

available, the teacher will apply to the court to be excused from jury duty. Teachers who are required to report for jury duty shall be paid their full salary.

Section 8.02 Court Appearances

When a teacher is subpoenaed to appear in court as a witness and not as the plaintiff or the person against whom charges are being filed, those days will be granted with full pay and not deducted from personal or sick days. A copy of the subpoena will be filed at the district office.

ARTICLE IX

Section 9.01 School Year

Teachers will not be required to work more than one hundred eighty-three (183) days during the school year. Registered nurses and school counselors may, at the request of the building principals, be required to work in excess of 183 days. Registered nurses will be compensated at a per-diem rate for up to five (5) days. School counselors will be compensated at a per-diem rate for up to twelve (12) days. School Psychologists will not be required to work more than 210 days during the calendar year.

In the event the state mandates a school year that extends beyond 183 days, unit members will be compensated at the rate of 1/183 of their annual salary for each day beyond 183.

The school district will have the option of scheduling up to three (3) staff development days beyond the 183 work days. The days will consist of five (5) hours of staff development activities. A teacher committee working with the superintendent will set the agenda. Committee duties will include setting dates and times for staff development workshops. Staff development days will be scheduled at least thirty (30) days in advance with notice being sent to the teaching staff at that time. All staff development activities will fall within the student calendar. All teachers K-12 will be involved equitably. A formal evaluation at the close of each staff development day will be conducted by the superintendent with results being forwarded to all members of the teaching staff. Payment to teachers for these days will be $90.00 per teacher per day.

Section 9.02 Planning Day

One day will be provided in the school calendar at, or near, the close of the first semester for a teacher planning day. All teachers will be present on this day with all students excused. The planning day will consist of professional activities mutually agreed upon by the superintendent and the association. Any one-half day teacher work sessions scheduled will be planned jointly by the association and the superintendent.

ARTICLE X

Section 10.01 Daily Work Schedule

Teachers will be on duty for seven (7) hours and fifteen (15) minutes each day. The arrival and departure hour will be determined by the superintendent. Teachers will be permitted to leave the building during the regular school day only with the approval of the building principal or his/her deputy.

The administration will provide all teachers with a thirty (30) minute duty free lunch and at least a fifteen (15) minute break each day. All secondary teachers will be assigned a maximum of five (5) instructional classes and one (1) supervisory duty each day (5+1). Upon mutual agreement and written consent, a secondary teacher may have six (6) periods of instruction and no (0) supervisory duty each day (6+0). Such agreement must be in place by February 1 of the year preceding the time when the additional responsibility will be assumed by the teacher(s). There are no circumstances where a secondary teacher may be assigned to seven (7) periods of instruction. It is also to be noted that a lunch duty will be considered one (1) supervisory duty.

In such instances that the secondary school's master student/teacher schedule reflects the need to utilize the supervisory services of teachers already assigned to a 5+1 or 6+0 configuration, the principal may be required to utilize teachers for an additional supervisory duty. Those receiving such additional assignments will have confirmed their willingness to do so on the written consent form referenced in paragraph two of this section. They will receive a stipend as per Appendix B of this contract.

Whenever possible, Junior-Senior High School department heads will be provided one (1) extra period in which to carry out professional duties of their positions. In addition, whenever possible, K-6 chairpersons will be granted up

to two (2) days per year in which to carry out the professional duties of their positions. Teachers should be available for consultation with parents or students following the end of the regularly scheduled classes each day. The teacher/parent communication program will include a maximum of four (4) evening sessions at which all faculty members will be available for consultation with parents.

The board will maintain a class size in the 25-30 range when adequate physical facilities permit.

Section 10.02 Association Business

Association business must be conducted outside the regular seven (7) hours and fifteen (15) minutes day. However, the association shall be allowed one(1) hour for association business immediately following the superintendent's meeting on the first day of school.

The president of the association, or his/her designee, will be granted three (3) days off during the school year to conduct association business without loss of pay. However, the association will reimburse the district for the salary paid to the substitute. Notification for days off will be given to the superintendent, in writing, in advance, by the association president.

Section 10.03 Notification of Teaching Assignment

Teachers being transferred to another grade/building within their certification area will be notified by May 1 of any given school year. The May 1 notice to employees refers to the succeeding school year staff assignments. This requirement will be waived in the event of a late resignation, approved leaves, long-term illness/injury, or death.

ARTICLE XI

Section 11.01 Personnel Files

Teachers will have the right, at reasonable times and upon request, to examine the contents of their personnel file and make copies of documents contained therein, except that this right shall not extend to confidential placement folders, recommendations, and references.

No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personal file unless the teacher has had an opportunity to review such materials. The teacher will acknowledge that s/he has had such opportunity by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent and attached to the file copy.

ARTICLE XII

Section 12.01 Professional Improvement

The association and the board agree that it is highly desirable for all faculty members to complete six (6) graduate hours of work every five (5) years. Approved inservice courses will be accepted in lieu of this recommendation on an equal time basis. This recommendation will not apply to teachers who have completed sixty (60) graduate hours of work.

If graduate hours are used for salary request, such courses should be within the teacher's area of certification or realm of professional development. The said graduate hours must be approved by the superintendent prior to application for salary reimbursement.

The superintendent shall give graduate credit for those courses which are applied to certification or realm of professional development. The superintendent shall also grant credit for courses applied to an alternate and approved certification program. Approval for this certification will rest with the superintendent.

Section 12.02 Inservice Training

The taking of inservice courses to enhance professional development is encouraged. Such courses will be continuing education within the teacher's area of certification, within the area s/he is teaching or benefit the teacher's professional development. Inservice courses must be approved by the superintendent based on the foregoing prior to application for salary reimbursement. Request forms are available at the district office. Academies are not automatically included as inservice offerings.

Teachers attending workshops or conferences and who wish to use their attendance for inservice credit must receive prior approval of the superintendent. Salary reimbursement will be based on continuing education units (one unit equals ten (10) contact hours). The teacher will assume all responsibility for costs. Any conferences or workshops paid for by the district will not qualify for non-district in service credit. Required summer workshops will be paid at the summer curriculum rate.

Section 12.03 Visitation Days

Teachers may be granted, upon request and with the approval of the superintendent, one day of visitation per year.

Section 12.04 Summer Curriculum Work

The hourly rate for summer curriculum work shall be $25.00 per hour.

ARTICLE XIII

Section 13.01 Evaluation

Evaluation procedures shall be followed as set forth in board policy established June 9, 1980. If there is a need for alteration of such policy, the parties agree an equitable method of teacher evaluation shall be developed by a joint faculty/administration committee.

All monitoring or observation of the work performance of a teacher will be conducted openly with the full knowledge of the teacher. The use of the public address system for such purpose shall not be allowed. No evaluation or observation report will be placed on file, or otherwise acted upon, without a prior conference with the teacher concerning the contents of such report and a copy of such report forwarded to the teacher.

Both parties are required to sign the annual evaluation and/or the classroom observation report to indicate receipt. Additional comments or a rebuttal may be added by the unit member for up to fifteen (15) working days after the receipt of either document, but no later than June 30 of the school year in which such document is generated.

Comments, or a rebuttal, related to a classroom observation will be written in the comments section of the report. Comments, or a rebuttal, related to an annual evaluation report will be submitted to the supervisor on a separate piece of paper.

ARTICLE XIV

Section 14.01 Lesson Plans

An important factor in the effectiveness of the classroom teacher is a well prepared and defined lesson plan, both on a yearly and a weekly basis.

Therefore, all faculty members should continue to file well prepared lesson plans in advance as required, participate in group or departmental lesson planning, evaluate student progress, and consult with supervisors on curriculum matters at any reasonable time as requested.

ARTICLE XV

Section 15.01 Seniority

Seniority will be assured according to New York State Education Law.

A teacher who is on an unpaid leave of absence, excluding military leave, shall not continue to accrue seniority during the period of unpaid leave.
In the event of a layoff or reduction of registered nurses, the registered nurse with the least seniority based upon her date of appointment shall be laid off first and recall shall be made in the inverse order.

ARTICLE XVI

Section 16.01 Worker's Compensation

If any employee is absent from work as a result of an injury which was incurred during the course of employment, s/he shall be paid his/her full salary less any Worker's Compensation benefits, excluding any lump sum benefit for a permanent disability that s/he may be entitled to. However, the first seven (7) days of the employee's absence shall be charged against his/her accrued sick leave. Beginning with the ninety first (91st) day of absence, his/her absence absence shall be charged against his/her accumulated sick leave and when his/her accumulated sick leave has been exhausted, payment shall cease.

The board shall have the right to have the employee examined from time to time by a physician of its choice and at its expense in order to determine the duration of disability.

Section 16.02 Damage to Personal Property

Teachers will be reimbursed for loss of personal property when such loss occurs in the course of their employment if said loss is not caused by the negligence of the teacher. The first twenty dollars ($20) of said loss shall be paid by the teacher. This provision specifically excludes any loss or damage to automobiles and other vehicles.

Section 16.03 Safety Equipment

Safety equipment needed in the classroom, when approved by the superintendent, will be purchased by the district.

ARTICLE XVII

Section 17.01 Fair Dismissal

If the board contemplates the dismissal of a probationary teacher a mutually acceptable committee will be established, providing the probationary teacher requests such action. The committee will consider the problem and make its recommendation to the superintendent and the board. The board will not be bound by the committee's recommendation.

ARTICLE XVIII

Section 18.01 Vacancies

The board will advertise all job openings with the district at least as soon as the position is advertised outside the district. If a vacancy occurs during the summer vacation, the president of the association and two (2) designees shall be notified, in writing, as soon as practicable, but said notice must be given prior to any deadline date of accepting applications. Each vacancy notice will carry the posting date. The president of the association will receive one (1) copy of all vacancy notices.

ARTICLE XIX

Section 19.01 Prior Teaching Credit

Teachers who have had previous teaching experience within the district and have severed the employee/employer relationship and are rehired, shall be given credit for prior service within the district.

Teachers who have acquired teaching experience outside the district, if hired, will be granted credit for prior experience by agreement between the board and the teacher.

ARTICLE XX

Section 20.01 Grievance Procedure

1. A grievance is a complaint by an employee or group of employees of an alleged violation of any of the terms and conditions of this agreement between the board and the association.

2. No alleged grievance shall be entertained and shall be deemed waived unless submitted at the first available stage within twenty (20) school days after the aggrieved party knew or should have known of the act or conditions on which the alleged grievance is based.

3. A grievance of any employee or the association will be discussed with the immediate supervisor, directly or through a representative of the association, with the view of settling the grievance informally. The immediate supervisor will render a decision within ten (10) school days. If the grievance is not resolved informally, it may be reduced to writing and submitted to the superintendent within ten (10) school days following the decision rendered by the immediate supervisor. Upon receiving a written grievance, the superintendent shall render his decision within ten (10) school days.

4. If the grievance is not resolved pursuant to Paragraph 3, it will be submitted to the board at its regular meeting. If the grievance is not

resolved or settled at the next regular board meeting or within ten (10) days thereafter, the aggrieved party may request the grievance be submitted to binding arbitration. That said request must be made, in writing, within fifteen (15) school days after the board has rendered its decision.

5. All written correspondence pertaining to grievances by a teacher or the association will be kept in a file separate from the personnel file.

Section 20.02 Arbitration

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party within ten (10) days and in writing.

The parties shall be bound by the rules and procedures of the Public Employment Relations Board. The decision of the arbitrator shall be final and binding on the parties.

The arbitrator shall have authority only to interpret, apply, or determine compliance with the provisions of the agreement. The arbitrator shall have no authority to add to, detract from, or amend in any way the provisions of this agreement.

The cost for the services of the arbitrator including related expenses generated by the arbitrator, if any, shall be borne equally by the board and the association.

Section 20.03 Due Process

All the parties to the grievance shall have the right at all stages of the grievance to be represented by an attorney or representative of his choice; and at all stages after stage one shall have the following rights: to confront and cross-examine all witnesses called, to testify and to call witnesses on his/her own behalf, and be furnished with any copies of the proceedings which may be made.

No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken to the aggrieved party, the association's representative, other participants in the grievance procedure, or any other person by reason of such grievance or participation therein.

ARTICLE XXI

Section 21.01 Preparation and Cost of Publication

Within fifteen (15) working days of the conclusion of contract negotiations, the District will prepare this agreement and present it to the Association for signature.

The board will publish sufficient copies of this contract for distribution to the association. The cost thereof shall be borne equally between the board and the association.

ARTICLE XXII

Section 22.01 Academic Freedom

The board and the association recognize that the maintenance of a climate of intellectual freedom is fundamental to the learning process. The board and the association, therefore, agree that all teachers will be free to teach all knowledge that is, in their professional judgment, pertinent to the course content as long as such subject matter is presented fairly and objective

ARTICLE XXIII

Section 23.01 Conformity to Law

If any provision of this agreement shall be at any time contrary to law, said provision shall not be applicable, performed, or enforced, except to the extent permitted by law. In the event any provision of this agreement is, or shall be contrary to law, all other provisions of the agreement shall continue in full force and effect.

THIS AGREEMENT shall become effective on July 1,1998, and shall continue in effect until midnight, June 30, 2001. The agreement shall remain effective from year to year hereafter unless on or before February 1, prior to the expiration date, either party gives notice to the other of its intent to negotiate. The parties shall meet no later than fifteen (15) days after such notice.

THIS AGREEMENT constitutes the entire agreement between the parties.

In witness whereof, the parties hereto have set their hands and seals this 21st day of December, 1998.

David P. DeLoria
Superintendent of Schools

Mary Szlosek, President
Livonia Teachers' Association

APPENDIX A

Salary Increase

The salary increase for each returning unit member shall be:

1998-99	(1997-98 salary	x	.036)
1999-00	(1998-99 salary	x	.036)
2000-01	(1999-00 salary	x	.036)

Masters Degree: 1998-99 - $600; 1999-00 - $600; 2000-01 - $700
Graduate Credit: 1998-99 - $55/hour; 1999-00 - $55/hour; 2000-01 - $60/hour
Inservice Credit: $55 per continuing education unit

NOTES

1. Maximum number of approved graduate hours to be paid shall be seventy-two (72). Amounts paid for graduate work will be computed on graduate hours completed as of September 1st of each school year. Written verification of course completion must be submitted to the district office before November 1st of each school year.

2. The superintendent shall approve or disapprove all claims for graduate credit prior to the taking of the course. Courses must pertain to the general area of the subject taught.

3. New teachers' compensation shall be determined by the following Hiring Schedule:

Hiring Schedule

Level	1998-99	1999-00	2000-01
1	$28,000	$28,500	$29,000
2	$28,900	$29,400	$29,900
3	$29,900	$30,400	$30,900
4	$31,200	$31,700	$32,200
5	$32,400	$32,900	$33,400

Note: Starting salary for a psychologist will be based on 183 days and 1/183 for additional days.

Appendix B

Assignment	1998-99	1999-00	2000-01
Directors/Coordinators			
Core Team Coordinator	$ 756	$ 769	$ 783
Core Team Member	Release Time		
Director, Athletics	8,487	8,640	8,795
Director, Computer Services	1,360	1,385	1,410
Director, Gifted Education	1,209	1,231	1,253
Director, Guidance	7,290	7,421	7,555
Health Education Coordinator	907	923	940
Health Care Representative	756	769	783
Science Mentor K-6	1,360	1,385	1,410
Special Education Committee	Summer rate outside school day		
Extra Supervisory within School Day	20.36/hr	20.73/hr	21.10/hr
Dept Heads,Gr. Chair, Counselor Chair,Team Leaders			
3 FTE or Less	907	923	940
4-6FTE	1,209	1,231	1,253
7-9FTE	1,511	1,539	1,566
10 or more FTE	1,814	1,846	1,880
Peer Supervision per Teacher Supervised	441	449	457
Advisors			
Brainstormers	302	308	313
Computer Club 4-6	473	481	490
Computer Club 7-9	473	481	490
Computer/Math Team Advisor	2,267	2,308	2,349
Computer/Math Team Asst.	756	769	783
Debate Team	907	923	940
French Club 9-12	605	615	627
Grade 9 (2)	756	769	783
Grade 10 (2)	756	769	783
Grade 11 (2)	1,058	1,077	1,096
Grade 12 (2)	1,209	1,231	1,253
Honor Society 10-12	529	539	548
Honor Society 7-9	453	462	470
Literary Mgz, Quill & Scroll 10-12	302	308	313
Literary Mgz 7-9	302	308	313
Newspaper 4-6	473	481	490
Newspaper Advisor 7-12	2,015	2,051	2,088
Newspaper Asst. 7-12	1,511	1,539	1,566
Odyssey of Mind (per team)	605	615	627
Serendipity Advisor (3) Grades 4-6	1,058	1,077	1,096
Serendipity Asst.	605	615	627

Appendix B

Ski Club 4-6 (2)	453	462	470
Ski Club 7-8 (2)	453	462	470
Ski Club 9-12 (2)	453	462	470
Spanish Club 9-12	605	615	627
Student Council 7-8	1,209	1,231	1,253
Student Council 9-12	2,834	2,885	2,937
Technology Club 7-9	473	481	490
Varsity Club 9-12	302	308	313
Yearbook Advisor 7-12	2,015	2,051	2,088
Yearbook Assistant 7-12 (2)	1,511	1,539	1,566
Yorkers 7-8	1,058	1,077	1,096
Math Challenge Coordinator	0	350	356
Math Challenge Representative (3) Grades 4-6	0	300	305
E-3 Fair Competition (4) Grades 5-8	0	300	305
Homework Club Advisor (2)	0	1,000	1,018
Student Council 4-6	1,209	1,231	1,253
The Arts			
Choreographer 4-6	453	462	470
Choreographer 7-8	907	923	940
Chorus Accompanist, Gr. 4	756	769	783
Chorus Accompanist, Gr. 5	756	769	783
Chorus Accompanist, Gr. 6	756	769	783
Chorus Accompanist 7-8	756	769	783
Chorus Accompanist, Gr. 9	756	769	783
Chorus Accompanist, 10-12	756	769	783
Drama Club	1,209	1,231	1,253
Drama Director 9-12	1,209	1,231	1,253
Jazz Ensemble Director 7-8	756	769	783
Jazz Ensemble Director 9-12	756	769	783
Marching Band Asst. 9-12	1,134	1,154	1,175
Marching Band Choreographer 9-12	1,008	1,026	1,044
Marching Band Colorguard	1,511	1,539	1,566
Marching Band Director 7-8	1,058	1,077	1,096
Marching Band Director 9-12	1,385	1,410	1,436
Marching Band Percussion	882	898	914
Musical Choreographer 9-12	1,209	1,231	1,253
Muscial Costumer	453	462	470
Muscial Director 5-6	907	923	940
Musical Director 7-8	907		0
Musical Director 9-12	1,814	1,846	1,880

Appendix B

Music Festival per Day			
Senior High Solo	51.92	52.85	53.80
Junior High Solo	51.92	52.85	53.80
Sr. Orchestra, Elem. Band & Chorus	51.92	52.85	53.80
Jr. Band, Sr. Chorus, Sr. Stage Band	51.92	52.85	53.80
Sr./Jr. Chorus	51.92	52.85	53.80
Jr. Area All State	51.92	52.85	53.80
Sr. Area All State	51.92	52.85	53.80
Sr. Conference All State	51.92	52.85	53.80
Musical Set Building 9-12	453	462	470
Musical Set Design/Painting 9-12	453	462	470
Summer Music Program (5wks/20hr/wk)	2,909	2,962	3,015
Supervision			
Bus Supervisor	44.79	45.60	46.42
Game Proctor/Ticket Taker	44.79	45.60	46.42
Gr. 7-12 Dance Chaperone	44.79	45.60	46.42
Music Concert Proctor	44.79	45.60	46.42
Scorekeeper - Varsity - pd admission	44.79	45.60	46.42
Timer - Varsity - pd admission	44.79	45.60	46.42
Sports			
Boys 9-12			
Baseball	3,347	3,407	3,468
Baseball Asst	2,328	2,370	2,412
Basketball	3,638	3,703	3,770
Basketball Asst.	2,619	2,666	2,714
Basketball - Freshmen	1,527	1,555	1,583
Football	3,638	3,703	3,770
Football Assts (4)	2,619	2,666	2,714
Soccer	3,638	3,703	3,770
Soccer Asst.	2,619	2,666	2,714
Track	3,347	3,407	3,468
Track Asst.	2,328	2,370	2,412
Volleyball	3,638	3,703	3,770
Volleyball Asst.	2,619	2,666	2,714
Wrestling	3,638	3,703	3,770
Wrestling Asst.	2,619	2,666	2,714

Appendix B

Girls 9-12			
Basketball	3,638	3,703	3,770
Basketball Asst.	2,619	2,666	2,714
Soccer	3,638	3,703	3,770
Soccer Asst.	2,619	2,666	2,714
Softball	3,347	3,407	3,468
Softball Asst.	2,328	2,370	2,412
Track	3,347	3,407	3,468
Track Asst.	2,328	2,370	2,412
Volleyball	3,638	3,703	3,770
Volleyball Asst.	2,619	2,666	2,714
Co-ed 9-12			
Golf	2,909	2,962	3,015
Golf Asst.	1,965	2,000	2,036
Indoor Track	2,182	2,222	2,262
Cross Country	3,638	3,703	3,770
Ski Team	2,182	2,222	2,262
Swimming	3,638	3,703	3,770
Swimming Asst.	2,619	2,666	2,714
Tennis	2,909	2,962	3,015
Tennis Asst.	1,965	2,000	2,036
Cheerleading			
Basketball	3,638	3,703	3,770
Basketball Asst.	2,619	2,666	2,714
Football	2,328	2,370	2,412
Football Asst.	1,839	1,872	1,906
Wrestling	3,638	3,703	3,770
Interschool Gr. 7-8			
Baseball	1,146	1,167	1,188
Basketball-Boys	1,146	1,167	1,188
Basketball-Girls	1,146	1,167	1,188
Soccer-Boys	1,146	1,167	1,188
Soccer-Girls	1,146	1,167	1,188
Softball	1,146	1,167	1,188
Swimming	1,146	1,167	1,188
Track	1,146	1,167	1,188
Volleyball	1,146	1,167	1,188
Wrestling	1,146	1,167	1,188
Wrestling Asst.	1,146	1,167	1,188

Appendix B

Intramural Gr. 4-12 (when approved)			
Baseball 7-8	630	641	653
Basketball, Boys 7-8	630	641	653
Basketball, Girls 7-8	630	641	653
Basketball 4-6	630	641	653
Basketball 9-12	630	641	653
Football, Boys 7-8	630	641	653
Golf, Co-ed 9-12	630	641	653
Mixed Intramurals 4-6	630	641	653
Soccer, Boys 4-6	630	641	653
Soccer, Girls 4-6	630	641	653
Softball, Girls 7-8	630	641	653
Tennis, Co-ed 9-12	630	641	653
Volleyball Boys 7-8	630	641	653
Volleyball, Co-ed 7-8	630	641	653
Volleyball, Co-ed 9-12	630	641	653
Volleyball, Girls 7-8	630	641	653
Weight Training, Co-ed 7-12	630	641	653
Wrestling, Boys 4-6	630	641	653

One coach for every 25 students enrolled
in a given intramural sport, when approved.

Appendix B
Coaching Salary Payments

Option #1

Coaches would be paid at the end of the coaching season. Computer programming would provide a withholding of twenty (20%) per cent of the gross for federal taxes and seven (7%) percent for state taxes.

Option #2

Coaches would be paid only once a year, on the last regular payday in June. Ten (10) exemptions could be claimed for this special payroll. Advantage - the number of exemptions could be changed to control tax withholdings. Disadvantage - fall and winter coaches would be waiting until June for payment.

Option #3

- Coaches assigned fall sports would be paid over five (5) payroll dates - September through early November.
- Coaches assigned winter sports would be paid over ten (10) payroll dates starting the latter part of November to the early part of April.
- Coaches assigned spring sports would be paid over five (5) payroll dates beginning in the middle of April until the middle of June.

The computer will be programmed to withhold twenty (20%) per cent of the gross for federal taxes and seven (7%) percent for state taxes. Advantage - coaches would receive monies for the coaching responsibilities during the season when services are being rendered.

Coaches will make their choice regarding preferred payment option upon receiving their coaching assignment notice.

MEMORANDUM

The Livonia Teachers Association (LTA) and the District will work together in creating a new teacher evaluation system that will be based on professional standards for excellence. It is the LTA's and the District's intent to create an evaluation system that will enhance instruction by clearly defining and communicating professional expectations and will promote accountability for all teachers and administrators in the District.

The LTA and the District agree to mutually develop, review and agree upon a teacher evaluation process according to the following schedule:

- ❒ Continue with the current evaluation system as specified in Board of Education (BOE) policy and as included in the current contract (pages 22 and 23) for the 1998/99 school year. The use of that system shall cease effective June 30, 1999 and shall be replaced with the system developed hereunder effective July 1, 1999.
- ❒ An LTA and District committee will be established.
- ❒ The District will provide release time to the Evaluation Committee.
- ❒ A first draft of the evaluation system will be reviewed by the LTA and BOE by March 1, 1999. Written comments by either the LTA or BOE will be submitted to the Committee by March 30, 1999.
- ❒ The final evaluation system will be submitted to the BOE and the LTA by April 30, 1999 for adoption effective July 1, 1999 for the 1999-00 school year. In the event either the LTA or BOE still have concerns with the system, these concerns will be submitted in writing to the Committee within 15 calendar days and the the Committee will respond within 15 days. This process will be continued as necessary until the system has been adopted by the LTA and the BOE.
- ❒ The Evaluation Committee will review the use of the system during the summer of 2000. Recommendations for modifications and and adjustments, if any, will be presented to the BOE and LTA for adoption by September 1, 2000, subject to the same procedure as in the prior bullet.
- ❒ The District will provide time and support necessary to orient all staff, including administrators, to the new system.

FOR THE ASSOCIATION:

Mary D. Szlosek

date: 12/20/98

FOR THE DISTRICT:

date 12/21/98

Side Letter

In the event the evaluation system is not in place by July 1, 1999, either party may submit the areas of disagreement to expedited Mediation. The parties shall select a mediator by July 15, 1999. The parties agree to reach a mediated settlement by September 1, 1999.

FOR THE ASSOCIATION:

Mary D. Szlosek

date 12/21/98

FOR THE DISTRICT:

[signature]

date 12/21/98

Side Letter

The District will utilize L&M Financial Services to administer the 403 (B) Plans (tax-sheltered annuities) on behalf of employees of the District. This shall not result in a charge to employees who have chosen a tax-sheltered annuity. The District may, in providing the availability of tax-sheltered annuity plans to employees, make such adjustments as are necessary to comply with Internal Revenue Service laws and regulations. To be eligible to provide tax-sheltered annuities to District employees, vendors must sign the District's Vendor Agreement.

FOR THE ASSOCIATION:

Mary D. Szlosek

date 12/21/98

FOR THE DISTRICT:

Daniel P. DeSimone

date 12/21/98