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CONTRACT

LIVINGSTON MANOR CENTRAL SCHOOL DISTRICT

WITH

LIVINGSTON MANOR TEACHERS' ASSOCIATION

JULY 1, 2005 – JUNE 30, 2008

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ARTICLE 1. RECOGNITION

The Livingston Manor Central School Board of Education, having determined that the Livingston Manor Teachers' Association is supported by a majority of the teachers in a unit composed of classroom teachers, special teachers, guidance counselors, school psychologist, librarians, teacher assistants and technology coordinators who are at least half-time employees. Unless otherwise indicated, the term "teacher" as hereinafter used shall be deemed to refer to said employees and no others. The Board has recognized the Livingston Manor Teachers' Association as the exclusive negotiating agent for the teachers in such unit.

The Board agrees not to negotiate with any teacher organization other than the Association for the duration of the recognized period.

ARTICLE II. POWERS OF THE BOARD

The Association recognizes that the Board has the power and duty for the superintendence, direction, management and control of the educational and fiscal affairs of the District, physical properties of the District and professional staff pursuant to the rights guaranteed to the employees in the Public Employees' Fair Employment Act (Chapter 392 of the Laws of 1967 of New York State). The Board shall also have the rights, powers, functions, privileges and authority that it possessed prior to entering into this Agreement with the Association, excepting such as are relinquished or restricted by the terms of this agreement.

ARTICLE III. NEGOTIATION PROCEDURES

III.1 NEGOTIATION PROCESS

A. During negotiation the District and the Association may each utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. The District and the Association will make available to each other any pertinent information.

B. An impasse in negotiations may occur if the parties concur that they are at an impasse or if they have failed to reach an agreement on all topics of negotiation by the final day of the school year in which the negotiations occur.

III.2 REPRESENTATIVES

Neither party in any negotiations shall have any control over the selection of representatives of the other party and each party may select its representatives from within or without the school district.

III.3 AUTHORITY

While no final agreement shall be executed without ratification by the Teachers' Association and the Board, the parties mutually agree that their representatives will be clothed with all necessary powers and authority to make proposals and reach agreements in the course of negotiating.

III.4 SPECIAL FUNDS

Any and all of this contract shall apply to District programs for which special funds may be granted by outside agencies.

ARTICLE IV. GRIEVANCE PROCEDURE

IV.1 DECLARATION OF PURPOSE

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and the teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

The function of these procedures is to assure equitable and proper treatment under existing

laws, rules, regulations and policies which relate to or affect the employee in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.

IV.2 DEFINITIONS

A. A **GRIEVANCE** shall be a complaint by a teacher, a group of teachers or the Association that there has been a violation of this contract.

B. The term **SUPERVISOR** shall mean any department chairman, principal, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.

C. **AGGRIEVED PARTY** shall mean any person or persons in the negotiation unit or the Association, filing a grievance.

D. **PARTY IN INTEREST** shall mean the Grievance Committee of the Association and any party named in a grievance.

E. **GRIEVANCE COMMITTEE** is the committee created and constituted by the Association.

F. **HEARING OFFICER** shall mean any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

G. **ARBITRATION** shall mean the settling of a dispute by submitting the dispute to a third party for decision.

H. **SCHOOL DAY** shall mean a day when school is in session.

IV.3 PROCEDURES

A. All grievance shall include the name and position of the Aggrieved Party, the identity of the law, agreement, policies, etc., involved in said grievance, the time and the place the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or conditions, and a general statement of the nature of the grievance and the redress

sought by the Aggrieved Party.

B. Except for informal decision in Section IV.5(A) (1) all decisions shall be rendered in writing at each step of the grievance procedure, setting forth conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Grievance Committee of the Association.

C. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly as outlined in Section IV.5(B).

D. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

E. Except as otherwise provided in Section IV.5(A), an Aggrieved Party and any Party in Interest shall have the right at all stages of the grievance procedure to confront and cross-examine all witnesses called against him to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this procedure.

F. No interference, coercion, restraint discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration against the Aggrieved Party, and Party in Interest, or any other Party in the grievance procedure.

G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the teacher data files of the participants.

H. Nothing contained herein will be construed as limiting the right of the Aggrieved Party to discuss the matter informally with any appropriate member of the administration and the administration to discuss it with the Aggrieved Party and to have the grievance informally adjusted. This may be done if the adjustment is not inconsistent with the terms of this Agreement or Board

policy and the Grievance Committee has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the Aggrieved Party and shall in all respects be final, said adjustment shall not create a precedent, or ruling, binding upon either of the parties of this agreement in future proceedings.

I. If any provisions of this grievance procedure or any application thereof to any teacher or group of teachers shall be finally determined by any court to be contrary to law, then such provisions shall not be deemed valid except to the extent permitted by law, but other provisions or applications will continue in full force and affect.

J. The Superintendent of the School District shall be responsible for accumulating and maintaining an official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, written arguments and briefs considered at all levels other than stage IA(IV.5(A) (I) and all written decisions at all stages. Official minutes of all proceedings in Stages 2, 3, and 4 will be kept at Board expense. A copy of such minutes will be made available to the Aggrieved Party and the Grievance Committee within three (3) days after the conclusion of hearing at each stages 2, 3 and 4. Any errors in said minutes will be made known to the Hearing Officer by any of the Parties in Interest. Any such claim of error in the minutes shall become a part of the official Grievance Record and the Hearing Officer shall indicate the determination made with respect to the claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee, or the Board, but shall not be deemed a public record.

IV.4 TIME LIMITS

A. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made to expedite the process. The time limits specified for either

party may be extended only by written mutual agreement.

B. If a decision at one stage is not appealed to the next stage within the time limit specified, the grievance will be deemed to be discontinued and any further appeal under this Agreement shall be barred.

C. Failure at any stage of the grievance procedure to communicate a decision to the Aggrieved Party and the Grievance Committee within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

D. In the event that a grievance is filed on or after June 1, every effort will be made to expedite the grievance procedure prior to the end of the school term as soon as possible thereafter.

E. Should the grievance continue into the summer, every effort will be made to proceed on the given schedule. Should a member of the grievance committee be unavailable, a temporary member shall be appointed by the President of the Livingston Manor Teachers' Association and a list of committee members shall be made available to the District

IV.5 STAGES OF PROCEDURE

A. STAGE 1. ELEMENTARY OR HIGH SCHOOL PRINCIPAL

1. A teacher having a grievance will discuss it with his respective principal either directly or through a representative, with the objective of resolving the matter informally, the principal will confer with all Parties in Interest, but, in arriving at his decision, will not consider any material or statements offered by, on behalf of, any such Party in Interest with whom consultation has been had without the Aggrieved Party or his representative present. If the teacher submits the grievance through a representative, the teacher must be present during the discussion of the grievance.

2. If the grievance is not resolved informally, it shall be submitted in written form to the principal within twenty (20) school days after the first occurrence of the facts that led to the

grievance, otherwise it shall be waived. Within three (3) days after the written grievance is presented to him, the principal shall render a decision thereon, in writing, and present it to the teacher, his representative and the Chairman of the Grievance Committee.

B. STAGE 2. SUPERINTENDENT

1. If the teacher initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1 and wish to proceed further with this grievance procedure, the teacher or Grievance Committee shall file written appeal of the decision at Stage 1 with the Superintendent within five (5) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

2. Within five (5) school days after the receipt of the appeal, the Superintendent or his duly authorized representative shall hold a hearing with the teacher and the Grievance Committee or its representative, and all other Parties of Interest.

3. The Superintendent or his duly authorized representative shall render a decision in writing to the teacher, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

C. STAGE 3. BOARD OF EDUCATION

1. If the teacher and/or the Association are not satisfied with the decision at Stage 2, the teacher or the Grievance Committee will file an appeal in writing with the Board within five (5) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Superintendent shall be available for the use of the Board.

2. Within ten (10) school days after the receipt of an appeal, the Board shall hold a hearing on The grievance with all Parties of Interest.

3. Within five (5) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

D. STAGE 4. ARBITRATION

1. After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board within ten (10) school days of the decision at Stage

2. Within ten (10) school days after such written notice of submission to arbitration, the parties shall request a list of arbitrators from the American Arbitrators Association. The parties will then be bound by the rules and procedures of the American Arbitrators Association in the selection of the arbitrator.

3. The decision of the arbitrator shall be final and binding upon all parties.

4. With regard to this contract the arbitrator shall only interpret the specific clauses. He shall have no authority to add to, subtract from, alter, modify or change the terms of his contract.

5. The costs of the services of the arbitrator, including other expenses, if any, shall be borne equally by the Board and the Association.

ARTICLE V. TEACHING CONDITIONS

V.1 OFFICIAL WORK AND SCHOOL YEAR

A. The opening of school shall be the Wednesday following Labor Day. The opening-of-school meeting for teachers shall be the Tuesday following Labor Day at a time designated by the District.

B. The official work year shall be a maximum of 180 days which shall be scheduled to commence on the day after Labor Day and not extend beyond the 30th day of June. The District may schedule contingency days to protect against unforeseen emergency closings. If the days appropriated for additional school closings are not utilized, the extra days shall be used to extend vacations.

V.2 EARLY DISMISSAL

A. Elementary school students shall be given the earliest possible dismissal during the last week that school is in session within the guidelines established by Regulations of the Commissioner in Section 175.5

B. All students will be given the earliest possible dismissal prior to major vacations within the guidelines established by the Regulations of the Commissioner.

V.3 TEACHER DAY

A. Except as otherwise provided herein, the teacher days shall be from 8:00 A.M. to 25 minutes after the student dismissal.

B. The teachers recognize that responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond the student instructional day. Therefore, each teacher will devote at least two hours per week to provide enrichment, make-up and/or remedial work with the students. Teachers must provide an opportunity for every student to receive this additional assistance.

C. Teachers shall not be permitted to leave the school building before the end of the day without permission from their respective building principals. Teachers shall be permitted to leave the school building during unassigned and lunch periods by notifying their respective principals.

V.4 TEACHING PERIOD

A. Every possible effort shall be made in scheduling to give elementary teachers at least one unassigned 40-minute period for preparation per day. When scheduling makes it impossible to provide a 40-minute preparation period per day, a teacher's preparation time shall be scheduled and arranged as equitably and evenly as possible to assure that a teacher be assigned no less than 200 minutes of preparation time per week. When a teacher in a special area is in charge of an elementary teacher's class, the regular teacher may leave the classroom. Upon request of the

administrator, to assure that the educational process will be served, the teacher shall remain. All elementary teachers will be assigned between 20-30 hours of non-instructional duty (recess) per year.

B. All secondary teachers shall be assigned no less than one full teaching period of preparation time per day and every effort shall be made to schedule the time in blocks of 45 minutes per day. However, if this is impossible, the teacher's preparation time shall be arranged and scheduled as equitably and evenly as possible. The following conditions will be in force should the high school have a block schedule:

1. Teachers will provide classroom instruction 3 blocks per day (approximately 250 minutes).
2. All Middle/High School teachers will be assigned between 30-40 hours of non-instructional duty (i.e. hall, cafeteria, bus) per year. Teachers having more than two preparations will be scheduled for lesser amounts of duty should scheduling allow.
3. Any teacher not having three instructional periods may be assigned to additional duties or study halls.

C. Teachers shall have a lunch break of at least 30 minutes when lunch is being served free from instructional, administrative and/or supervising duties. It is understood that preparation time is intended for professional use.

V.5 TEACHER DUTIES

Teachers will continue to perform their current morning bus supervision, playground supervision, detention supervision, Noon and other existing duties. All duties will be distributed as evenly and equitably as possible.

The principals shall have the right to assign other supervisory duties in an emergency situation. If said emergency situation exceeds five (5) consecutive school days, the principals will meet with representatives of the Association to decide further action.

V.6 MEETING

The teacher work day as set forth in Article V.3 of this Agreement, may extend beyond the time limits indicated for any of the following reasons:

1. Night activities during the school year as requested by the administration (i.e., open houses, parent conference nights, school board meeting reports); however, said meeting shall not exceed four (4) meetings per school year.

2. All teachers are expected to attend one professional staff meeting per month. Teachers may be expected to attend one additional professional meeting per month. Those meetings shall last no more than one hour, whenever possible. If additional professional meetings are needed, the district will hire substitutes or compensate teachers for time involved.

V.7 SUBSTITUTE TEACHERS

A. If available, a substitute teacher will be hired to cover teacher absence. When a per diem substitute is employed for the same teacher for 30 consecutive days, they shall be considered a long-term substitute and be entitled to be covered by applicable terms and conditions of this Agreement.

B. As a result of block scheduling, no teacher will be involuntarily assigned a class for which they are not certified. Also, there will be no reduction in secondary staff unless declining enrollment justifies such action.

C. Teachers retired from the district, hired as per diem substitutes, will be given preference to be called and will receive a per diem rate \$30.00 above certified substitute pay.

V.8 COVERING OR DOUBLING-UP OF CLASSES

A. A teacher shall not be directed to cover another teacher's assignment or to handle a double class, except in an emergency. As such emergency situations arise, the duty of covering another teacher's assignment or handling a double class shall be distributed among teachers as equitably as possible.

B. Should it become necessary for an administrator to assign a teacher to cover another class, or handle a double class in a non-emergency situation, they will be compensated at the rate of \$24.00 per hour. The inability to find a substitute prior to the opening of the school day will not be considered an emergency.

V.9 CLASS SIZE

A. Whereas it is felt that the current class sizes are reasonable, the District and the Association recognizes it would be beneficial to the educational process to maintain the current standards. Grade level teachers will be given the opportunity to confer with the Superintendent as to district needs for projected class size.

B. The PDT will make a recommendation to the administration regarding Aide Schedules and Special Subject Schedules.

V.10 TEACHER FACILITIES

Effort shall be made by the District to provide teachers with teacher's desk, locking file cabinet, separate restroom facilities and locker or coat room space suitable to perform their duties adequately.

ARTICLE VI. VACANCIES, PROMOTIONS AND ASSIGNMENTS

VI.1 NOTICES OF POSITION

When there is a vacancy or a new position, promotional position, or position paying a salary differential or a vacancy for specialists and/or special project teachers, a notice shall be posted in the Central Office and in a letter to the President of the Association setting forth the title and qualifications for the position. The notices shall be posted for seven (7) school days. All persons wishing to make application for the position shall make such application on the forms available from the Superintendent's Office. A vacancy or new position will not be filled during the posting period. Vacancies remaining after the summer will be posted on the first day of school in

September.

VI.2 SUMMER APPLICATION FOR POSITION

Teachers who desire to apply for promotional positions and other positions which may be filled during the summer vacation period shall submit their names to the Superintendent together with the position or positions they desire and an address where they can be reached during the summer vacation period. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable and as to when applications must be submitted.

VI.3 FILLING VACANCY

When selecting a person to fill the position, the Superintendent will take into consideration the applicant's qualifications, education, experience in the field, seniority in the school system and the needs of the District. In addition, if the applicant requests an interview, it will be granted. The Superintendent may choose not to fill the vacancy or new position. The decision of the Superintendent and the Board shall be final. The applicant shall be advised of the reason for the decision.

When a vacancy or new position is filled during the school year, notice thereof will be posted in the Central Office. When a vacancy or new position is filled during the summer, notification thereof will be given to all applicants by letter.

When it becomes necessary to fill a vacancy occurring during the school year in less than the seven school days period previously specified, the Superintendent will post the notice of vacancy or new position within the period of time available, and will conspicuously set forth on such notice the period of time within which the vacancy or new position must be filled.

VI.4 EXTRA-CURRICULAR ASSIGNMENTS

A. Extra-curricular assignments will be designated on an annual basis. All teachers shall

perform their assignments throughout the duration of the scheduled activity, except when extenuating circumstances will not permit.

All teachers performing extra-curricular assignments shall be entitled to continued employment in their respective assignments for the following school year unless otherwise evaluated as unsatisfactory by the Superintendent, whose decision will be final.

B. The Superintendent and respective principal may assign any teacher to the performance of chaperone duties. Volunteers will be considered for the performance of other extra-curricular duties and no teacher will be assigned to an extra-curricular duty without his consent, except where there is no applicant.

C. No teacher shall be removed from an extra-curricular assignment during the course of the scheduled period of activity without good reason furnished to the teacher, if requested, either orally or in writing, by the Superintendent.

D. The district may employ a non-unit member to perform extra-curricular assignments only if the non-unit member is clearly more qualified or should there be no teacher applicant. After being formally evaluated satisfactorily by the District for a period of three (3) consecutive years, the non-teacher shall acquire the rights of a teacher to the specific extra-curricular duty being performed.

E. The class advisors for grades 9 through 12 will be permitted to move with the class unless otherwise consented to by the teacher and principal.

VI.5 NON-CERTIFIED TEACHERS

It shall be the policy of the Board of Education to hire only teachers who are certified for the position they are filling.

VI.6 TRANSFERS WITHIN DISTRICT

Teachers being transferred within the school district from one subject area to another shall retain the rights, privileges and tenure of the previous position held. If overall improvement of the

total school program necessitates changes in such schedule, any teachers involved will be notified immediately and provisions will be made for a conference about the change.

VI.7 ASSIGNMENT OF TEACHING POSITION

Teachers shall be notified by the administration by April 1 as to the course of study and approximate number of pupils for which they will be responsible for the following school year. If overall improvement of the total school program necessitates changes in such schedule, any teachers involved will be notified immediately and provisions will be made for a conference about the change.

In the determination of assignments and transfers, the strengths and teaching experience of the individual teacher will be considered to the extent that these do not conflict with the instructional requirements and best interest of the school system and pupils. Any assignment or transfer will be made only after a conference between the teacher and their administrator. A teacher being reassigned or transferred will receive the reasons in writing within 10 days of making a formal written request. Efforts will be made to avoid reassigning probationary teachers, unless the teacher requests such a change. However, the District reserves the right to reassign and will inform the probationary teacher as soon as possible of any move.

VI.8 TEACHER AIDES

Teacher aides under the supervision of a certified teacher may be used at any grade level only to assist the teacher in clerical duties or in duties related to the instructional program. An aide may be hired as a substitute teacher providing no certified teacher is available.

VI.9 TEACHERS PAID FROM SPECIAL FUNDS

Any teacher whose salary is derived wholly or in part from any specifically funded project shall be notified of that fact on the salary notice. The notice shall state the source of the funds and the percent of the teacher's salary funded by the project.

ARTICLE VII. RIGHTS OF TEACHERS

VII.1 TENURE

Prior to the end of the probationary period, if a teacher has been found competent, efficient and satisfactory, the Superintendent shall recommend to the Board said teacher to be appointed to tenure. The District Clerk will notify the teacher, in writing, of the Board's action at least thirty (30) days prior to the end of the probationary period.

VII.2 NOTICE OF TERMINATION

A teacher who desires to terminate his services to the District shall file written notice thereof with the Superintendent at least thirty (30) days prior to the date of such termination of services.

If the District determines to recommend the termination of the services of a teacher or to recommend that a teacher shall not be appointed to tenure, the District shall proceed in accordance with Section 3031 of the Education Law.

If a teaching position is to be abolished, the teacher having the least seniority within that tenure area must be dismissed. Should the new position be abolished after the teacher secures tenure, he must be placed on a preferred eligibility list for reappointment in the new area should such a position be re-established within six years; however, he retains his previous tenure rights.

VII.3 EVALUATION

A. All teachers shall be subject to at least one formal observation each year. Teachers who are not on tenure will be observed at least two times per year. All observations must take place after the first week of school and before the last full week of instruction. These observations should be made by the teacher's immediate supervisor. Non-tenured teachers should be observed once each semester. A pre-observation conference will be held by the observing administrator prior to the first observation for non-tenured teachers. The purpose of this conference is to allow the teacher to explain their goals and objectives and for the administrator to clarify expectations. Additional

observations may take place at the discretion of the administration. If the administration or the teacher believe the observation is less than satisfactory, the administrator will be required to make another observation no less than one (1) week, no more than one (1) month following the observation conference. The emphasis of any observation and the associated conference shall be to provide personal attention and assistance to the teacher in the area(s) deemed less than satisfactory.

B. Following a formal observation, a conference to discuss the observation shall be held between the evaluator and the teacher within five (5) school days. After that conference, the evaluator will write a formal observation. A copy of that observation will be given to the teacher. The teacher will have the right to discuss the formal report for amending purposes before signing it. An observation shall be considered formal where a written report is prepared by the observer and placed in the teacher's personnel file.

C. An Annual Professional Performance Review (APPR) should be prepared by the teacher's immediate supervisor or Superintendent. The APPR evaluation process must be completed by the last day of school.

D. Before a teacher is called for a final conference for an evaluation report or APPR, they will be given a copy of such at least five (5) days prior to the conference. A teacher may adjourn a conference to a mutually convenient time if they believe time is needed to respond to any evaluation or APPR.

E. A teacher shall have the right to Association representation at any conference regarding the teacher's observation, evaluation or APPR. This clause shall not affect those contractual rights afforded by Article VII.5 of the Agreement.

F. Teachers shall be furnished with a copy of each observation, evaluation report or APPR before it is placed in the teacher's official personnel file. No evaluation, observation report or APPR shall be placed in the teacher's file until a conference is held. After the final evaluation,

observation or APPR is given to the teacher, the teacher may file a written reply or answer to the report to then be placed in the teacher's file. The teacher shall be required to immediately sign the final report to indicate that he or she has received the same.

G. Nothing in this Article shall limit the right of the District to discipline, dismiss, or reprimand a teacher for unprofessional behavior, conduct unbecoming a teacher, incompetence, insubordination, or neglect of duty.

H. No material derogatory to a teacher's conduct, service or personality shall be placed in his personnel folder unless the teacher has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer to such material shall be reviewed by the Superintendent and attached to the file copy.

I. A teacher shall have the right, upon request, to review and shall have the right to copy locally originated documents in his personnel folder, with the knowledge of the Superintendent or his designee.

J. Teachers who are hired for the summer school program will be given written guidelines on the evaluation procedure by the Summer School Administrator prior to the start of the program.

VII.4 IMPROVEMENT OF PROFESSIONAL SKILLS

A. It is understood that an informal conference between the District and a teacher for professional improvement may be conducted off the record and shall not be included in the teacher's personnel file at that time. A conference for the record to be included in a formal evaluation regarding the same subject may be held at a later date.

B. Whenever a teacher is called to a conference for the record which may lead to disciplinary action by the District (or the Board), the teacher shall be notified of such meeting in writing and

shall sign and return the written notification. The teacher may request, upon return of such notification, that the conference be delayed but not more than two school days after receipt of such notice. Herein nothing set forth shall limit or preclude the prerogative of the District (or the Board) to suspend the teacher forthwith pending the conference, as provided by law.

VII.5 PHYSICAL EXAMINATION

A. The District may require each teacher to submit to a physical examination, to be performed by a mutually agreeable physician.

B. The physician's report shall be completed on a form provided by the District. The District will treat the medical examination reports as confidential and will make them available only to the Board of Education, Superintendent, school physician and the individual teacher. Such reports will not be placed in the teacher's personnel folder.

C. The school physician shall review all reports of medical examination and submit his recommendation or endorsement to the personal attention of the Superintendent for appropriate action if necessary.

D. All reports of medical examinations will remain the property of the District and be retained in the file of the school physician.

E. The District will pay for all costs related to a required physical examination including fees, tests and transportation.

ARTICLE VIII. PROFESSIONAL/PERSONAL IMPROVEMENT

VIII.1 IN-SERVICE CREDIT

Each teacher attending approved in-service courses shall receive one (1) credit upon accumulation of ten (10) hours of in-service classes or a partial salary credit for courses of less than ten (10) hours (example: A two (2) hour course equals 0.2 salary credits). The teachers shall receive salary credit for satisfactory completion of a course. All credits will be paid in accordance

with the provision set forth in the salary schedules. In-service credits must be submitted within sixty (60) days of completion of the in-service course to receive the salary credit.

If a teacher on leave (such as maternity leave) is requested by the District to attend an in-service, which leads to professional improvement, the teacher will receive in-service credit upon completion.

VIII.2 EDUCATIONAL TRAVEL CREDIT

The Superintendent may authorize salary credit to be given to teachers for educational travel during school vacation periods. To qualify, the trip must either have a clear relationship to the teacher's subject area to expand his cultural interest. A teacher desiring educational travel credit shall submit a proposed itinerary to the Superintendent at least four weeks prior to the commencement of the trip and shall establish, to the satisfaction of the Superintendent, the educational value of the proposal. The authorization of the Superintendent shall be required. The teacher shall file a brief report with the Superintendent within four weeks after the conclusion of the trip, explaining the educational value of the travel undertaken.

VIII.3 EXCHANGE OBSERVATIONS

It shall be the policy of the Livingston Manor Central School District to encourage all teachers to observe the classroom operation of a colleague at least once a year.

Such observation shall be accomplished by one of the following methods.

A. Observation or exchange of assignment with a colleague within the District by mutual consent.

B. Observation of a colleague or educational program outside the District to be approved by the Superintendent.

C. The exchange of a teaching assignment with another teacher from outside the District for a period of time to be approved by the school board.

The respective building principal shall approve each professional improvement proposal.

No written reports of such observations are necessary, but a statement of fact that the observation took place must be turned in to the Superintendent. A form listing the participants involved in the observation and the topics covered will be provided by the District. These topics may be discussed with the administration.

ARTICLE IX. STUDENT RELATIONS

IX.1 DISCIPLINE

Whereas adequate student discipline must occur for optimum learning to occur, disciplinary policies shall be instituted and made known to the students, parents, professional staff and other school employees.

IX.2 TEACHER PROTECTION

A. No teacher or class is ever required to tolerate any act of gross misconduct including flagrant discourtesy, abusive and vile language, threats or acts of violence and deliberate insubordination. Disruptive students who behave in a manner as outlined above shall be temporarily removed from the class. The teacher involved shall report the incident to the office of the respective principal for investigation and disciplinary action if appropriate.

In the event a student is removed from a classroom for an act or acts as stated in paragraph one, the student shall not be readmitted until the teacher and the principal have had an opportunity to discuss the problem and a course of action is determined by the principal.

B. Principals and teachers shall be required to report in writing to the Superintendent all cases of assault suffered by teachers in connection with their employment. (Assault shall be defined as a violent physical or verbal attack).

The Superintendent shall acknowledge receipt of such report in writing. The School Legal Counsel shall inform the teacher of his rights under the law and shall provide such information

promptly in writing. The School Legal Counsel shall notify the teacher of his readiness to assist the teacher as follows:

1. By obtaining from the police and/or Superintendent relevant information and materials concerning the culprits.

2. By accompanying the teacher in court appearances in cases of physical assault or the treat thereof. By acting in other appropriate ways in liaison between the teachers, police and the courts.

C. If an assault on a teacher results in loss of time, the teacher shall be paid in full for such loss of time for a period of six (6) months following the assault. Such paid absences shall not be deducted from any sick leave to which such teacher is entitled under this Agreement. Any Workmen’s Compensation benefits due to a teacher during this period shall be paid to the School District.

D. If a criminal or civil proceedings are brought against a teacher (other than by the District or the Board) alleging that (1) he was neglectful of performing his duty, or (2) he committed a verbal or physical assault connected with his employment, such teacher shall be furnished legal counsel by the board, provided that the teacher shall, within ten (10) days of the time he or she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or copy of the same to the Board.

ARTICLE X. LEAVES OF ABSENCE

X.1 SICK LEAVE

A. Teachers who are absent on account of personal illness or because of illness in the immediate family shall be entitled to sick leave with full pay for 14 days per school year, cumulative to 180 days. “Immediate Family” shall be defined to include spouse, child, parent, grandparent, brother, sister or in-laws of the teacher. Sick leave for other family members may be approved by the Superintendent. The Superintendent may require a letter of explanation from the attending

physician for an absence continuing for four or more days.

B. No teacher will be charged a full sick day who has worked at least three and one half (3 ½) hours in a single day.

C. A newly employed teacher electing to participate in the Sick Leave Bank shall authorize the District by the end of the second week of employment to deduct two (2) days of sick leave to be placed in the sick leave bank. A non-member teacher may join by the end of the second week of school. Additional two (2) day authorization may be demanded by the District of participating teachers upon exhaustion of the Sick Leave Bank. Only teachers who authorize deductions shall be entitled to participate in the use of Sick Leave Bank days if needed. The bank shall be renewed upon exhaustion, as provided for above. No teachers shall be entitled to use more than 140 Sick Leave Bank Days in any school year or for any one extended absence. The Sick Leave Bank may be used for catastrophic, serious, long-term illness or disability of the unit member. The Sick Leave Bank shall be administered by a committee of two (2) members appointed by the LMTA and two (2) members appointed by the administration. A fifth member shall be appointed jointly by both parties. The decisions of the committee shall be based on documented medical need. (The Committee may request additional medical documentation). The decisions of this Committee are final and shall not be subject to the Grievance Procedure.

X.2 PERSONAL LEAVE

A. Each teacher shall be entitled to five days leave for personal business which cannot be conducted other than on a school day. Whenever possible, the teacher shall give notice of personal leave at least two school days before taking such leave. Personal leave may not be taken on the school day immediately preceding or following a scheduled holiday or recess period, except with the permission of the Superintendent. Unused personal leave days shall be added to the sick leave accumulation. Additional days for emergency leave may be granted by the District.

B. No teacher shall be charged a full personal day who has worked at least three and one half (3 ½) hours in a single day.

X.3 BEREAVEMENT LEAVE

Four days will be granted, not cumulative, for absence by reason of death in the family. This leave shall not be deducted from sick leave or personal leave. Other days for bereavement purposes may be taken, to be charged to sick leave.

X.4 CONFERENCE LEAVE

All requests to attend conferences and conventions must be submitted in writing to the Superintendent. Expenses of attendance and travel to conferences, if approved, shall be paid by the District. If a private vehicle is used, the driver shall be entitled to receive the current rate per mile allowable under the Internal Revenue Services guidelines. Absences to conferences and conventions shall not be deducted from other leave provisions of this agreement.

X.5 ASSOCIATION LEAVE

The District will allow representatives of the LMTA a total of six (6) days per year for the purpose of conducting its business and lawful responsibilities. Such leave will include, but not be limited to its voting delegate to the Annual Representative Assembly of NYS United Teachers, a delegate to the NYS Retirement System, lobbying and attending legal proceedings. Absences under this provision will be without loss of pay or other leave reductions.

X.6 MILITARY LEAVE

Military leave will be granted to any teacher who is inducted into the armed forces of the United States. Upon return from such leave of up to four years, the teacher shall be placed on the salary level which he would have achieved had he remained actively employed by the District during the period of his absence.

X.7 LONG-TERM MEDICAL AND CHILD REARING LEAVE

A. Long-term medical leave shall be granted to teachers who have exhausted their sick leave accumulation or who desire such leave without utilizing available sick leave days. A teacher who commences long-term medical leave without utilizing sick leave days may not thereafter utilize such days until the termination of the long-term medical leave.

B. A teacher may elect long-term medical leave only for reasons connected with personal illness or disability, such as sickness, medical treatment, confinement to a hospital, maternity or other conditions treated by acceptable medical standards, or for child rearing.

C. A teacher who anticipates long-term medical leave shall notify the Superintendent, in writing, 60 days prior to the commencement of such leave and indicate the probable date of return. In the event of an emergency, the 60-day notice requirement is waived, but the teacher shall notify the Superintendent as soon as practicable

D. A long-term medical leave shall be granted for a maximum of three (3) years from the September following the granting of the leave.

Any other date of return other than September may be established by mutual agreement between the District and teacher. Upon return, the teacher shall be entitled to reinstatement to his or her former position or one of equal status in his or her tenure area. The duration of the long-term medical leave shall not, however, be credited to the teacher for salary steps or other compensation, advancement, accrual of leave benefits or towards completion of the probationary period.

E. A teacher receiving long-term medical leave may continue to be covered by the District health insurance program, provided that the appropriate cost of the premium for the teacher and any dependents is paid by the teacher.

X.8 SABBATICAL IMPROVEMENT LEAVE

A. Sabbatical improvement leave may be granted by the Board to not more than one teacher per

year. Such leave may be granted for formal study, research, writing or travel. Proposals for leave must indicate the value to the District in the contribution of the teacher to his present or prospective position.

B. A teacher shall be eligible for sabbatical improvement leave upon completion of seven years of service to the District. The teacher shall present a written request to a committee consisting of three (3) tenured teachers appointed by the President of the Association no later than February 1, prior to the year of the proposed leave. The committee shall make a recommendation to the District Superintendent, who may interview the candidate in the presence of the committee, and will then take the recommendations to the Board of Education. The teacher will be informed of the Board's decision by April 1. If the Board fails to follow this recommendation, it shall justify its decision.

C. A teacher who is granted sabbatical improvement leave will be considered in the employment of the District. The teacher will be given credit toward the next salary step, accumulate sick leave days, and receive retirement benefits. The teacher will be paid on the regular schedule at one-half the salary he would otherwise be entitled to receive, unless said leave is granted for the purpose of earning a teaching certificate other than the one currently held, in which case the teacher will be paid on the regular salary schedule at $\frac{3}{4}$ salary.

X.9 SUMMER IMPROVEMENT LEAVE

A. Summer improvement leave shall be granted to at least one teacher, over the term of this agreement, for formal study at an accredited college or university or for attendance at a seminar or symposium approved by the Board. Proposals for leave must indicate the value to the District in the contribution of the teacher to his present or prospective position.

B. A teacher shall be eligible for summer improvement leave upon the completion of his probationary period of service to the District. The teacher shall present a written request to the administration no later than March 1, prior to the summer of the proposed leave. The

administration shall make a recommendation to the Board of Education and the teacher will be informed of the Board's decision by April 1.

D. All teachers granted summer improvement leave will be required to teach for at least two (2) more years after their return to the Livingston Manor Central School District.

X.10 UNPAID LEAVE OF ABSENCE

Personal leave without pay may be granted to tenured teachers upon request. The leave shall not exceed one (1) year.

X.11 JURY DUTY

In the event exemption or postponement from jury duty cannot be obtained by the employee or the District, paid leave shall be granted for involuntary and unexcused jury duty on county, state or federal juries. Such leave shall not be charged to the teacher's personal leave. A check for jury duty pay, less mileage allowance, shall be forwarded to the District by the teacher granted leave for jury duty.

ARTICLE XI. SALARY AND OTHER BENEFITS

XI.1 BASIC SALARY

A. 2005-2008 – SALARY SCHEDULE

STEP	2005-2006	2006-2007	2007-2008
1	\$ 37,467	\$38,966	\$ 40,525
2	38,507	40,047	41,649
3	39,547	41,129	42,774
4	40,587	42,210	43,898
5	41,627	43,292	45,024
6	42,667	44,374	46,149
7	43,707	45,455	47,273
8	44,747	46,537	48,398
9	45,787	47,618	49,523
10	46,827	48,700	50,648
11	47,971	49,890	51,886
12	49,115	51,080	53,123
13	50,259	52,269	54,360
14	51,403	53,459	55,597
15	52,547	54,649	56,835
16	53,691	55,839	58,073
17	55,147	57,352	59,647
18	56,707	58,975	61,334
19	58,787	61,138	63,584
20	60,867	63,302	65,834
21	62,947	65,464	68,083
22	65,027	67,628	70,333
23	70,356	73,170	76,097

SALARY SCHEDULE (TEACHING ASSISTANTS)

STEP	2005-2006	2006-2007	2007-2008
1	\$ 16,435	\$ 17,092	\$ 17,776
2	17,442	18,140	18,866
3	18,451	19,189	19,957
4	19,463	20,242	21,051
5	20,471	21,290	22,141
6	22,426	23,323	24,256
7	23,273	24,204	25,172
8	23,971	24,930	25,927
9	24,690	25,677	26,704
10	26,808	27,880	28,996

B. For the 2005-2006 school year the salary schedule will be a 4 % plus increment distributed over existing staff by mutual agreement; retroactive to July 1, 2005. For the 2006-2007 school year the salary schedule will be a 4% plus increment distributed over existing staff by mutual agreement. For the 2007-2008 school year the salary schedule will be 4% plus increment distributed over existing staff by mutual agreement.

XI.2 LONGEVITY AWARD

A. Any teacher on top step for at least one year with 15 years of service in the school district shall be entitled to a longevity award of \$1,248.00.

B. Any teacher on top step for at least two years with 15 years of service in the school district will receive an additional \$4,310.00 longevity award.

XI.3 APPROVED CREDITS

A. Teachers hired prior to July 1, 1996, the Master’s Degree differential will be \$1,040.00 above the Bachelor’s Degree pay scale to be granted upon completion of all degree requirements.

B. Teachers hired after June 30, 1996, the Master’s Degree differential will be \$1,768.00 above the Bachelor’s Degree pay scale to be granted upon completion of all degree requirements.

C. Teachers hired prior to July 1, 1996 will receive \$60.00 per credit beyond the Bachelor’s

Degree.

D. Teachers hired after June 30, 1996 will receive \$60.00 per credit for any credits beyond 30.

E. Any teacher hired after June 30, 1978 shall be compensated for credits earned up to a maximum of 40 credits beyond the Master's Degree. However, credits earned for the purpose of acquiring dual certification will not be counted in this maximum.

F. All teachers hired prior to July 1, 1978 shall not be affected by the maximum credit hour limitation placed upon teachers hired after June 30, 1978.

XI.4 INSURANCE

A. HEALTH INSURANCE

1. For teachers/teacher assistants the District shall pay 95% of individual coverage and 95% of family health insurance coverage under the current existing health plan. This provision shall be effective upon ratification of both parties.

2. The District may explore alternative health insurance plans. If the District wishes to change insurance plans, it shall notify the Association, providing a full description of the plan no later than January 1st. Thereafter, the Association shall have sixty (60) days to accept or reject the proposed plan. Failure to indicate to the District, in writing, acceptance or rejection of the plan within sixty (60) days of proposal, shall result in deemed acceptance of the proposed plan.

If the Association timely rejects the plan, a committee comprised of three (3) designees of the Board of Education and three (3) designees of the Association shall be appointed within fifteen (15) days of notice of rejection. The committee shall, within thirty (30) days of appointment, approve or reject the proposed plan. Adoption of the plan must be by majority vote of the committee. Failure by the committee to approve the plan within thirty (30) days shall constitute rejection of the proposed plan.

The District will pay 50% of the cost of retiree's individual health insurance. In addition, the

District will pay 35% of the difference between the individual and family plan if a retiree chooses family coverage. A surviving spouse of a retiree will be entitled to continue individual coverage with the District contributing 50% of the premium.

3. The District will pay 50% of a teachers individual health insurance coverage for a maximum of one year when granted an unpaid leave of absence or long-term medical leave.

B. DENTAL INSURANCE

1. The District will be responsible for the administration of the current Dental Insurance Program for teachers and their dependents. The District will pay the cost of the individual plan. Teachers will individually be responsible for the additional cost of their family plan. The dental insurance carrier can only be changed by the mutual consent of the District and Association.

2. Retired teachers may retain dental insurance coverage provided they pay 100% of the selected plan premium.

C. CAFETERIA PLAN

1. The District shall establish a fully flexible 125 spending plan pursuant to the IRS regulations. A third party mutually selected shall administer such plan and its operating procedures shall be jointly determined by the parties. This plan may be utilized for premium payments, dependent care, unreimbursed medical expenses and other covered expenses.

D. INSURANCE BUY-OUT

1. Unit members who are otherwise health insured may opt-out of the District's health insurance program. The employee shall be eligible to receive payment equal to 65% of the monthly premium of the most expensive individual health insurance options offered to unit employees as set on July 1st of each year, times the number of months the employee is off the insurance plan, up to a maximum of twelve (12) months. Such payment shall be made by the District on the final June payroll of each year with minimum allowable deductions.

2. The application and proof of alternative health care coverage shall be provided to the Business Manager in writing by June 1st in order to opt-out as of July 1st. New employees shall be eligible for the buy-out beginning the first of the month following the month in which they are hired. Application and proof of other health insurance is required.

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

4. Subject to the same conditions and procedures as the health insurance buy-out, an employee may elect to opt-out of the dental plan. The employee shall be eligible to receive the monthly premium of the most expensive individual dental insurance plan offered to unit employees, times the number of months the employee is off the plan, up to a maximum of twelve (12) months. Such payment shall be made by the District on the final June payroll of each year in a separate check with minimum allowable deductions. The payment shall not exceed the cost of the Individual Dental Plan.

XI.5 PAY PERIODS

A. All teachers will receive salary payments on a ten or twelve month basis, payable every 2nd Friday beginning with the 1st Friday during which the school is in session.

B. A teacher may choose to have their salary directly deposited in any district-approved financial institutions.

XI.6 DEDUCTIONS

A. Each employee who fails, voluntarily, to acquire or maintain membership in the Association shall be required, beginning on the 30th day following the beginning of such employment (or discontinuance of membership) or the execution date of the Agreement, whichever comes later, to pay to the Association a service charge as a contribution towards the negotiation and administration of the Agreement and the representation of such employee. The service charge shall be in the same

amount and payable at the same time as the Association's and its affiliates' regular dues and shall be deducted by the District from the employee's pay in accordance with Section 6 of Article XI of this Agreement.

The Association affirms that it has adopted the procedure for refund of Agency Fee deductions as required by Section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the requirements of that section. This provision for Agency Fee deductions shall continue in effect so long as the Association maintains such procedure and so long as deductions are authorized by law (including PERB or other administrative agencies).

D. Deduction for credit union payments when authorized by the teacher will be taken in equal payments throughout the length of the school year.

XI.7 EXTRA-CURRICULAR COMPENSATION

A. A teacher electing to participate in extra-curricular duties may elect to be paid in one of the following manners: (1) lump sum payment at conclusion of the duty or (2) during the course of duty at each regular payroll period. For the 2005-2006 school year a 4% increase will be applied to all extra-curricular positions. For the 2006-2007 school year a 4% increase will be applied to all extra-curricular positions. For the 2007-2008 school year a 4% increase will be applied to all extra-curricular positions.

B. SALARY AND OTHER BENEFITS

1. NON-COACHING COMPENSATION

	2005-06	2006-07	2007-08
Academic Competition	501	521	542
Academic Trip Chaperone (per day)	139	145	151
Accompanist/Hr.	37	38	40
AV/TV Coordinator (2)	3,223	3,352	3,486
Band Activities	3,223	3,352	3,486
Basketball Timer (per session)	72	75	78
Basketball Scorekeeper (per session-Home)	72	75	78
Basketball Scorekeeper (per session-Away)	85	88	92
Basketball Shot Clock (per session)	44	46	48
Bookkeeper	2,395	2,491	2,591
Bus Chaperone	68	71	74
Choral Activities	3,223	3,352	3,486
Class Advisor – 9 th	869	904	940
Class Advisor – 10 th	979	1,018	1,059
Class Advisor – 11 th	2,603	2,707	2,815
Class Advisor – 12 th	1,630	1,695	1,763
Drama Club	487	506	526
Drama Major Production	1,326	1,379	1,434
Driver Education	12,316	12,809	13,321
Intramurals***	3,992	4,152	4,318
Mentor Teacher	1,200	1,248	1,298
Mentor Teacher Coordinator	1,800	1,872	1,947
National Honor Society (Senior & Junior)	652	678	705
Newspaper (per issue)	544	566	589
Professional Development Team	500	520	541
Quiz Bowl (Senior & Junior)	652	678	705
Recreation Supervisor (per hour)	30	31	32
Saturday & After-School Detention/Non-Instruction Supervision (per hour)	24	25	26
SADD (Senior & Junior)	1,257	1,307	1,359
Senior Trip Chaperone*	531	552	574
SIT Chairperson	792	824	857
SIT Committee	425	442	460
Ski Club	952	990	1,030
Summer School Teacher	3,224	3,353	3,487
Student Council – High School	2,689	2,797	2,909
Student Council – Middle School	2,490	2,590	2,694
Student Council – Elementary	1,144	1,190	1,238
Teaching/Tutoring (Outside of School Day – per hour)	45	47	49
Ticket Taker/Chaperone (per session)	69	71	75
Technology Club	1,500	1,560	1,622
Yearbook	4,422	4,599	4,783

*Two chaperones will be hired for the first 15 students; an additional chaperone will be hired for each additional 10 students. EXAMPLE: 15-24 students – 2 Chaperones – 25-34 students – 3 Chaperones; 35-44 students – 4 Chaperones, etc.

**Compensation for courses taught will include preparation and teaching time. Prior administrative approval for the class is required.

*** The compensation for each additional period will be one-half ($\frac{1}{2}$) of the stipend: e.g., two period of intramural supervision equals one and one-half ($1\frac{1}{2}$) times the contractual stipend.

2. Teacher members of the PDT Committee will receive a stipend of \$500 for participation on the committee. Teacher members will be limited to six (6) members of the committee.

3. The Mentor Coordinator (See mentor agreement) will receive \$1,800 for coordination of the Mentor Program. Mentors (see mentor agreement) will receive \$1,200 for mentoring.

C. ATHLETIC COACHING COMPENSATION

A person having coached a given sport (the same sport) for a period of five years continuous service without break in service will receive additional compensation for that sport. (Break in service is defined as any years not coaching except for those years where the person was on leave or where the sport was cut for budgetary reasons, or where there was not enough student interest). This amount is accumulative until the next five years of service is accrued.

After 5 years - \$100 After 10 years - \$200 After 15 years - \$300

EXTRA DUTY	2005-06	2006-07	2007-08
BASEBALL – Varsity	4,033	4,194	4,362
BASEBALL – Assistant, JV or Modified	3,009	3,129	3,254
BASKETBALL – Varsity	4,574	4,757	4,947
BASKETBALL – Assistant, JV, Modified	3,894	4,050	4,212
BASKETBALL – 5 th & 6 th Grades	873	908	944
CHEERLEADING – Varsity	2,766	2,877	2,992
CHEERLEADING – Assistant, JV or Modified	1,499	1,559	1,621
CROSS COUNTRY – Head	3,076	3,199	3,327
CROSS COUNTRY – Assistant, JV or Modified	1,872	1,947	2,025
FOOTBALL – Head	4,289	4,461	4,639
FOOTBALL – Assistant, JV or Modified	3,439	3,577	3,720
GOLF	1,845	1,919	1,996
INDOOR TRACK – Varsity	1,845	1,919	1,996
SOFTBALL – Varsity	4,033	4,194	4,362
SOFTBALL – Assistant, JV or Modified	3,009	3,129	3,254
SOCCER – Varsity	4,033	4,194	4,362
SOCCER – Assistant, JV or Modified	3,009	3,129	3,254
TRACK – Head	4,033	4,194	4,362
TRACK – Assistant, JV or Modified	2,829	2,942	3,060

XI.8 SICK LEAVE CONVERSION

A. Unit members shall be paid for leave upon termination of employment at the rate of \$60.00 per day for each day of accumulated sick leave provided they have completed 10 years of service with the District. The maximum number of sick days paid to a unit member shall be 180 days. The maximum benefit shall be \$10,800.00 to any one unit member.

B. At the end of a school year teachers will be compensated \$25.00 for each day of leave

which cannot be used to reach 180 days of accumulated sick leave.

XI.9 BENEFIT FUND

Effective upon ratification, a Benefit Fund will be established by the LMTA for the purpose of providing continuing program of benefits for members. The District will contribute \$200 for each member of the bargaining unit for each year of this Agreement. Annual payments to the Fund shall be made according to the following schedule: October 1st – 50%; March 1st – 50%. The Association will provide the District with a copy of the annual auditor's report. The District will have the right to audit the Trust Fund's books twice annually. A legal trust agreement will be executed between the District and the LMTA.

XI.10 FINAL CAREER INCREMENT

Any teacher who retires shall be entitled to receive a final career increment. The increment will be \$30,000. To be eligible for this benefit, the following conditions must be met:

1. The teacher must retire within one fiscal school year (July 1 – June 30) of the fiscal school year in which the unit member first becomes eligible without penalty to collect retirement benefits.
2. The District must be notified of the intent to retire at least 18 months prior to the effective date of retirement.
3. The teacher must submit a notice of retirement at least six (6) months prior to the effective date of retirement.
4. The teacher may change their effective date of retirement provided they notify the District at least six (6) months prior to the effective date indicated in their notification of intent to retire. They will retain all their rights to the retirement incentive provided the effective date of retirement is consistent with the conditions set forth in provision one of this article.
5. The retiring teacher will have the following payment options:

- a. in a lump sum at end of employment, payment may be deferred to January, following effective date of retirement
- b. in equal payments at regular pay periods after final notice is received 18 months prior to the date of retirement.
- c. have funds be placed in the district approved 503C Plan.

ARTICLE XII. PART-TIME TEACHERS

XII.1 MINIMUM 50% APPOINTMENT

A. Teachers with at least 50% appointment shall be entitled to be covered by all provisions of the contract except those referring to the granting of tenure.

B. Monetary compensation will be a percentage of the proper step on the salary schedule equal to the percentage of employment, plus masters degree and graduate credit hour compensation as approved by the Superintendent.

C. Preparation and duty time assignments will be equal to the percentage of employment.

XII.2 LESS THAN 50% APPOINTMENTS

A. Teachers with less than a 50% for a full year shall be compensated at a rate equal to percentage of employment including the salary schedule, masters and graduate credits as approved by the Superintendent.

B. Will not be entitled to be protected by the terms and conditions of employment except those which apply to teacher responsibilities, employment conditions and evaluation.

C. Sick and personal days will be distributed proportionate to the amount of time employed.

XII.3 IMPACT OF PART-TIME POSITIONS

A. Multiple part-time positions will not be used to replace or eliminate a full-time teaching position unless declining enrollment makes it necessary.

B. The teacher currently holding a position to be reduced to part-time will be offered part-time position.

XIII. MISCELLANEOUS PROVISION

XIII.1 COMPLETE AGREEMENT

A. This Agreement shall constitute the full and complete agreement between both parties. Before the District adopts a change in policy which affects wages, hours, or any other conditions of employment which are not covered by the terms of the Agreement and which have not been proposed by the Association, the District will notify the President of the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the District provided that it files such a request with the District within five (5) days after receipt of such notice.

B. This Agreement shall supersede any rules, regulation or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

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

D. All conditions of employment and general working conditions shall be maintained at not less than the highest minimum standards in effect in the school system at the time this Agreement is executed provided that such conditions shall be improved for the benefit of teachers as required by this Agreement.

XIII.2 CONFORMITY TO LAW

If any provision of this Agreement or any application of the Agreement to any teacher or group

of teachers shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

XIII.3 LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof shall not become effective until the appropriate legislative body has given approval. (Civil Service Law, Section 204.a).

XIII.4 DISTRIBUTION OF AGREEMENT

The District will, at its own expense, furnish a copy of this Agreement to each teacher within three weeks after its execution, and to each teacher subsequently employed by the District. Ten additional copies will be furnished to the Association.

XIII.5 EFFECTIVE DATE AND TERM

This Agreement shall become effective July 1, 2005 through June 30, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized agents.

Dr. Debra M. Lynker, Superintendent

Frank Adamse, President
Livingston Manor Teachers' Association

DATED:_____

DATED:_____

