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Contract Database Metadata Elements

Title: **Lake Pleasant Central School District and Lake Pleasant Teachers Association (2005)**

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Union: **Lake Pleasant Teachers Association**

Local:

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CONTRACT
LAKE PLEASANT TEACHERS' ASSOCIATION
AND
LAKE PLEASANT BOARD OF EDUCATION

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TA/5429

RECEIVED

NOV 28 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2005 - June 30, 2006
and
July 1, 2006 - June 30, 2007
and
July 1, 2007 - June 30, 2008

Article I

The Lake Pleasant Central School District Recognizes the Lake Pleasant Teachers' Association for the purposes of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of the full time teachers of the School District, except the Superintendent.

Article II

Upon request of either party for a meeting to open contract negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request shall be made on or before February 5th.
The first meeting between the parties will be for the sole purpose of setting ground rules for the forthcoming negotiations.

Article III

The salaries of the teachers covered by this contract are set forth in Salary Schedules identified as **Schedule A** as attached hereto and made part hereof.
Both parties to this contract acknowledge that the agreed upon salaries in no way establish any precedent for future negotiations. They solely reflect present considerations.
Both parties agree to renegotiate the Salary Schedule identified as **Schedule A**, for the **2008-2009** School Year, **beginning in the 2007-2008 school year.**

Article IV

Because of the unpredictability of health insurance costs, both parties agree to the following:

- A. The Lake Pleasant Central School District will pay the cost of Health Insurance/Prescription Plan/Dental Plan/**Vision Plan** as per the statement below:

The Health insurance dollar cap will be established annually for the length of this contract to keep the employees percent of out-of-pocket contribution at the current 2004-2005 level which is 83% District and 17% employee, up to a yearly premium increase not exceeding 18 percent. Any premium increase over 18 percent would be split 50/50 between the District and employee.

Staff members may opt out of the dental portion of the coverage and apply that portion of the cap towards the remainder of his/her health plan. However, if the number of Staff members who opt out of the dental coverage causes the insurance carrier to increase coverage costs, changes the current coverage, or drops the Dental Plan with the District, the District reserves the right to discontinue the opt out program. The employee covered by this Contract will absorb any cost above each amount for any reason.

Article V

Teachers covered by this Contract will receive thirteen (13) days sick leave per year for personal illness or family illness requiring his/her presence. Also included in the thirteen (13) days of sick leave are medical/dental appointments for the teacher or family members requiring the teacher's presence. Unused days at the end of each teaching year can be accumulated up to a number of 180 days to be used for personal illness only.

Article VI

Teachers covered by this Contract will receive up to three (3) personal business days leave each teaching year. At the end of each Contract year, all unused personal business days will be converted to accumulated sick days, subject to Article V limitations. Personal business days may not be used to extend a vacation or holiday recess. Exceptions to the rule will be considered on an individual basis. The Superintendent should be advised in advance, except in emergencies, of a teachers intent to use personal days, so as to assure uninterrupted teaching schedules.

Article VII

Teachers covered by this Contract will be granted up to three (3) days off per year due to death in the immediate family. Immediate family is described as Father, Mother, Spouse, Brother, Sister, Children, Father-in-Law, Mother-in-Law, Grandchildren and Grandparents. Days taken off for this purpose in excess of the three (3) days will be charged against personal days or sick leave as acceptable to the Superintendent.

Article VIII

Teachers covered by this Contract will be permitted after ten (10) years of service within the Lake Pleasant Central School System to take one (1) year leave of absence without pay. Request for this leave must be submitted to the Board of Education, in writing by April 1st. The teacher will retain tenure and be permitted to return to the same position, but will not receive credit for the year of leave. Only one (1) teacher will be permitted to leave during the year. If more than one applies for leave, the one having seniority will receive priority. Leave will be granted, provided a substitute teacher acceptable to the Board is secured. Teachers employed after July 1, 1977 must serve ten (10) continuous years before they become eligible for a leave of absence under this Article.

Article IX

The Lake Pleasant Board of Education will not reject any application of a person for a position on the staff for the reason they are a spouse or relative of another member of the teaching staff. Also, no employee covered by this Contract will be released from this Contract or not hired for the reason that they become the spouse or relative of another member of the staff of the Lake Pleasant Central School.

Article X

A teacher taking additional accredited, subsequent to July 1, 1982, and after permanent certification, will be allotted twenty five (\$25.00) dollars per credit hour on his/her salary per year after proof of completion of such courses has been submitted to the Board. Accredited courses completed prior to July 1, 1982, and after permanent certification will be allotted twenty (\$20.00) dollars per credit hour. Teachers taking courses required for "Coach" certification including First Aid and CPR, will be reimbursed for tuition costs, but not for mileage. Courses are to be approved in writing by the Superintendent prior to taking the course. Such salary adjustments will be made only:

1. At the Regular Board Meeting in October, retroactive to September 1, at a rate of \$25.00 per credit hour.
2. At the Regular Meeting of the Board in February, retroactive to January 1, for the courses completed after September 1, and prior to January 1, at one-half of the normal rate per credit hour for the balance of the school year.

Article XI

A teacher taking in-service courses will be allotted twenty (\$20.00) dollars per block of fifteen (15) hours on his/her salary per year, after providing proof of completion of courses has been submitted to the Board. Only applicable to the basic teaching assignment will be approved. All courses to be approved in writing by the Superintendent prior to taking the course. Such salary adjustments will be made only:

1. At the Regular Meeting in October, retroactive to September 1, for courses completed prior to September 1, at a rate of \$20.00 per 15 hour block;
2. At the Regular Board Meeting in February, retroactive to January 1, for courses completed after September 1, and prior to January 1, at one-half the normal rate per 15-hour block for the balance of that school year.

Article XII

Teachers covered by this Contract may, after seven (7) years of continuous service be granted Summer Sabbatical (June-September) provided, the request for the sabbatical is submitted on or before March 1, to be approved or rejected by the Superintendent and the Board of Education on or before April 15th. The purpose of the sabbatical must be to improve skills directly related to the individual's teaching activities, and approval or disapproval will be based on this criteria. The sabbatical may be continued in the second summer, if necessary. After completion of the second summer sabbatical, that teacher must wait seven (7) full years before applying for another sabbatical.

Fifteen (15%) percent of salary paid during the year in which sabbatical is requested will be paid for a sabbatical, pro-rated on a monthly basis. Remuneration stated under Article XI and Article XII does not apply to courses taken under this sabbatical program. Only those fringe benefits which are required by law will be paid for by the school system, except for hospitalization which is by agreement on a yearly basis for all teachers.

Teacher agrees to remain in school system for two (2) years after completion of sabbatical. If for any reason the teacher leaves prior to the end of the two (2) year period, monies paid during the term of the sabbatical will be refunded pro-rated on a monthly basis.

Article XIII

Teachers will be permitted to leave the premises during their noon lunch break, unless assigned noon hour responsibilities. Notice will be given to the Office of the Superintendent of this intent.

Article XIV

Any teacher spending an entire non-school day in a student program, approved by the Superintendent of Schools will be reimbursed for that day at a rate of 1/200th of their annual salary.

Article XV

I. Definition

1. The parties to this contract declare their joint intent to promptly resolve complaints through the procedure below:
2. A grievance is an alleged violation of this contract or any dispute as to its meaning or application.
3. A grievant is an employee in the bargaining unit.

II. Steps

1. An employee shall present his grievance in writing to the Superintendent. The grievance shall state specifically the provision or policy alleged to have been violated.
 - a. A grievance shall be deemed waived unless it is submitted within ten (10) school days after the aggrieved party knew or should have known of the events or conditions on which it was based.
 - b. With ten (10) school days the Superintendent shall present to the employee a written decision;
 - c. If the decision at Step i.b, is not acceptable to the grievant he may file a written request for review within five (5) school days after receiving the written decision to the Superintendent who will respond in writing within five (5) school days.
2. If the aggrieved employee is not satisfied with the above procedures, the aggrieved person may file a request for review with the Board of Education within 21 calendar days the Board of Education shall render a written decision which shall be forwarded to the aggrieved teacher.

Article XVI

Depending on the availability of substitute teachers and with the specific approval of the Superintendent, teachers will be given time and allowance for reasonable and acceptable expenses to attend conferences and one day observation of their subject field. A request to attend such conferences or observations shall be made to the Superintendent in sufficient time to allow for proper arrangements and evaluation. Travel allowance will be at **the Board adopted IRS rate**, and a maximum of \$12.00 per day will be allowed for meals. Any other expenses by prior approval.

Article XVII

Teachers successfully completing courses required for or beyond certification will receive a one-time payment of \$100.00 per credit hour upon presentation of evidence of successful completion of the course. This payment is not to be considered as a salary adjustment. It is solely for the purpose of offsetting incidental expenses incurred during course completion.

Article XVIII

This Contract between the Lake Pleasant Teachers' Association and Lake Pleasant Board of Education will cover a period of three (3) years from **July 1, 2005 to June 30, 2006 and from July 1, 2006 to June 30, 2007 and from July 1, 2007 to June 30, 2008.**

Article XIX

Employees who are eligible for Health insurance/Prescription Plan/Dental Plan/**Vision Plan** coverage under this contract shall be eligible for a Health Insurance/Prescription Plan/Dental Plan/**Vision Plan** "buy-out" bonus if they are not covered on the District policy or elect to discontinue such coverage after July 1, 2005. The "buy-out" bonus will be paid annually as follows:

Single:	\$750.00	per employee who elects to buy-out
2 Person:	\$1,000.00	per employee who elects to buy-out
Family:	\$1,700.00	per employee who elects to buy-out

Such amounts shall be pro-rated for coverage dropped for less than one (1) year. Fifty percent (50%) of the "buy-out" bonus shall be paid in the **first** payroll in December and 50% in the **first** payroll in June.


Any Association member may elect to receive a "buy-out" bonus instead of the health insurance coverage provided by this Contract. An employée must submit, in writing, by April 15th of each school year, the intent to receive the "buy-out" bonus. The "buy-out" bonus will be effective July 1st of the subsequent school year. An employee appointed on or after July 1st must make the election no later than September 1st.

Any Association member who has elected the "buy-out" bonus in accordance with this Article may be reinstated into the District plan during the school year in which he has elected the bonus provided he makes a written request for coverage under the District Health Plan to the Superintendent. The approval of requests for coverage shall be by the rules and regulations of the insurance carrier. Upon insurance carrier approval, employee will reimburse the District for any pro-rated 'buy-out' no longer applicable.

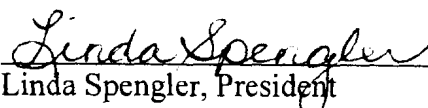
Article XX

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 therefore, shall not become effective until the appropriate legislative body has given approval.

This Contract consists of XX (Twenty) (20) Articles and an Appendix marked Salary Schedule A. This Contract between the Lake Pleasant Teachers' Association and the Lake Pleasant Board of Education is ratified this 15th day of June, 2005, and signed by those officers below.



Christopher Hayes, President
Lake Pleasant Board of Education



Linda Spengler, President
Lake Pleasant Teachers' Association

Salary Schedule A

	MS	MS	MS	BS	BS	BS
	2005-06	2006-2007	2007-2008	2005-06	2006-2007	2007-2008
1	\$35,669	\$36,383	\$37,110	\$34,649	\$35,342	\$36,049
2	\$36,884	\$37,597	\$38,325	\$35,864	\$36,557	\$37,264
3	\$38,099	\$38,812	\$39,540	\$37,079	\$37,772	\$38,479
4	\$39,314	\$40,027	\$40,755	\$38,294	\$38,987	\$39,694
5	\$40,529	\$41,242	\$41,970	\$39,509	\$40,202	\$40,909
6	\$41,744	\$42,457	\$43,185	\$40,724	\$41,417	\$42,124
7	\$42,959	\$43,672	\$44,400	\$41,939	\$42,632	\$43,339
8	\$44,174	\$44,887	\$45,615	\$43,154	\$43,847	\$44,554
9	\$45,389	\$46,102	\$46,830	\$44,369	\$45,062	\$45,769
10	\$46,604	\$47,317	\$48,045	\$45,584	\$46,277	\$46,984
11	\$47,819	\$48,532	\$49,260	\$46,799	\$47,492	\$48,199
12	\$49,034	\$49,747	\$50,475	\$48,014	\$48,707	\$49,414
13	\$50,249	\$50,962	\$51,690	\$49,229	\$49,922	\$50,629
14	\$51,464	\$52,177	\$52,905	\$50,444	\$51,137	\$51,844
15	\$52,679	\$53,392	\$54,120	\$51,659	\$52,352	\$53,059
16	\$53,894	\$54,607	\$55,335	\$52,874	\$53,567	\$54,274
17	\$55,109	\$55,822	\$56,550	\$54,089	\$54,782	\$55,489
18	\$56,324	\$57,037	\$57,765	\$55,304	\$55,997	\$56,704
19	\$57,539	\$58,252	\$58,980	\$56,519	\$57,212	\$57,919
20	\$58,754	\$59,467	\$60,195	\$57,734	\$58,427	\$59,134
21	\$59,969	\$60,682	\$61,410	\$58,949	\$59,642	\$60,349
22	\$61,184	\$61,897	\$62,625	\$60,164	\$60,857	\$61,564
23	\$62,399	\$63,112	\$63,840	\$61,379	\$62,072	\$62,779
24	\$63,614	\$64,327	\$65,055	\$62,594	\$63,287	\$63,994
25	\$64,829	\$65,542	\$66,270	\$63,809	\$64,502	\$65,209