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Union: **Livonia Teachers Association**

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THIS AGREEMENT made this 4th day of June, 2008 by and between the superintendent of schools of the Livonia Central School District, on 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, negotiation 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 student services, curriculum coordinator, assistant principal(s), athletic director, and administrative assistant(s). The use of the term "teacher" shall mean "certified personnel" in all articles of this agreement. Teaching Assistants are covered only by such sections of this agreement as are specifically noted. 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 Check off 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.

This section also applies to Teaching Assistants.

Section 2.02 Salary Deposit

Upon written request of the employee, the District will direct deposit that employee's wages to the bank of their choice upon receipt of the necessary routing number and other information required for such a deposit.

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. This section applies to Teaching Assistants also.

Section 2.03 NYSUT Benefit Trust

The employer shall check off 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 bargaining agent with a list of all employees from whose salaries such deductions have been made.

This section applies to teaching assistants also.

ARTICLE III

Section 3.01 Extra and Co-Curricular Activities

Extra and co-curricular activities shall be paid pursuant to and consistent with the schedules reflected in Appendices B and C. Appendix B positions will be offered to teachers before they are made available to other non-teachers. Those positions filled with a non-teacher will be opened up each year to interested teachers.

Appendix C positions will be offered to teachers before they are made available to other non-teachers. If the position is held by a non-teacher who does not have NYS Professional Coaching Certification, that position will be opened up each year to interested teachers and offered to those members before it is made available to any non-teachers. If the position is held by a non-teacher having NYS Professional Coaching Certification, the Athletic Director will determine whether the position is to be opened. If so, the first sentence of this paragraph is in effect. This procedure will apply to each specific sport and level of coaching position for which a non-teacher holds.

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 in writing no later than three (3) months prior to the start of the season. Any teacher not reappointed to a position shall be given the right to a review procedure. The Superintendent, principal and an LTA representative will meet to consider the specific reasons. The Superintendent would make the final decision regarding recommendation to the Board of Education.

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. This section applies to Teaching Assistants also.

ARTICLE IV

Section 4.01 Salaries

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

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.

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

OR

If the payday falls during an extended break such as the Christmas/New Year's recess, the payday will be held on the regularly scheduled Friday during such break. Teachers will have the option of:

1. Picking up their check in the Business Office between 8:00 AM and 12:00 noon on that Friday.

Section 4.02 Method of Payment (continued)

2. Having the check deposited by the Business Office at the post office by noon on Thursday for mailing to the teacher's home. If the Thursday is a holiday when the Business Office is closed, the checks will be mailed on Wednesday.
3. Having the check placed in their school mailbox for pickup when the teacher returns.

If the Friday falls on a holiday when the Business Office is closed, this process will be moved back by one day, i.e., the payday will be held on Thursday. Direct deposit pay stubs will not be mailed to the teacher's home. They will be placed in the teacher's school mail box.

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. The business office will provide a payroll date schedule.

Each teacher must elect either the ten (10) month basis or the twelve (12) month basis method of payment by completing an Election Form and submitting it to the Business office prior to August 1 of the school year to which the election applies. The teacher's election will remain in effect unless and until it is changed in accordance with this section and the law. The teacher's election must remain in effect for the full school year and cannot be changed for that school year once the school work year has commenced. If a teacher fails to submit an Election Form by August 1 and he or she has not previously made a timely written election, he or she will be paid on the ten (10) month payment schedule. Any new teacher who first starts employment with the District after August 1 must indicate which of the two methods he or she chooses at the time of initial employment. If such a newly hired teacher fails to make an election, he or she will be paid on the ten (10) month basis payment schedule. Election forms will be available through the Business Office. The section above applies to Teaching Assistants also.

Section 4.03 Tax Sheltered Annuities

The District will utilize Omni 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. This section applies to Teaching Assistants also.

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 for funerals will be as stated in the Staff 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. Up to two (2) additional personal days may be granted, in extraordinary circumstances, in the non-reviewable discretion of the Superintendent.

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.

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

To receive any benefits under this section, the employee must notify the District in writing of their retirement by the February 1st preceding the retirement at the end of that school year. Upon written notice to the board, as outlined in paragraph (1) of this section, 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 pre-retirement 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 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 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.

<u>Years of Service</u> <u>In District</u>	<u>Sick Leave</u> <u>Days</u>	<u>District's %</u>	<u>Teacher's %</u>
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 5.03 Payments for Unused Sick Leave (continued)

For teachers hired on or after July 1, 2005 who meet the requirements set forth in this section, the district will provide a single policy of health insurance from retirement until Medicare coverage takes over, in lieu of payment for unused sick leave at retirement. Such teacher shall contribute to the premium for the single policy at the percentage rate set forth in the chart on page 7.

Section 5.04 Procedure for Obtaining Personal Leave

Request for personal leave, granted under Section 5.01 or Section 25.22, 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. This section applies to Teaching Assistants also.

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 district, when requested by the teacher or registered nurse, and when such request is accompanied by an official recommendation of a licensed physician. Medical 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.

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 areas. 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.
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.

Section 5.07 Sabbatical Leave (continued)

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 than 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 teachers from financial burden due to serious illness or injury.

Each returning non-enrolled 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.

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) teachers 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 circumstance request additional contributions during the school year. This section applies to Teaching Assistants

also.

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. This section applies to Teaching Assistants also.

ARTICLE VII

Section 7.01 Health Insurance

1. The district will provide health insurance coverage through the following plans:
 - ◆ The Genesee Area Healthcare Plan (hereinafter called the “plan”) with the plan’s prescription benefit – currently \$5/10/25. The plan that shall be provided shall be the basic plan of the Genesee Area Healthcare Plan.
 - ◆ The Blue Point 2 plan with the \$5/15/30 prescription plan.
 - ◆ The Blue Point 2 Value plan with the \$10/25/40 prescription plan
 - ◆ The Preferred Care Opportunity HMO plan with the \$10/20/35 prescription plan.
2. All plans will include chiropractic coverage/rider and vision coverage. Representatives of the plans will be scheduled for information presentations before May 1st of each year and give the presentations between May 1st and May 25th (pending representative availability).
3. If for any reason the plan ceases to exist, the district then will provide coverage equal to or better than the plan coverage, within a reasonable cost, in existence at the time of termination for current employees or retirees.
4. If the district terminates its participation, the district will be required to provide coverage equal to or better than the plan coverage in existence at the time of termination for current employees or retirees.
5. The self-funding program will include provisions for a prescription rider, vision rider, and student dependent rider.
6. The plan document is herein incorporated by reference.

Section 7.01 Health Insurance (continued)

7. 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 #8 of this section.
8. 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.
9. 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)
10. 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.
11. A teacher 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.

Section 7.01 Health Insurance (continued)

- 12. The board of directors of Genesee Area Health Care Plan will have one member from Livonia. If possible, this member shall be a faculty member appointed by the district.
- 13. Any change in marital status, family status, or death of a spouse must be reported to the business office so the insurance carrier may be notified.
- 14. The employee is entitled to health insurance coverage through the last month of active employment.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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 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.
- 19. Participants in any of the offered health care plans will pay the following percent of the premium cost:

2008-09	2009-10	2010-11
12.5%	14%	15%

- 20. Part-time employees will pay 40% of premium costs on all parts of the hospital insurance program.
- 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)

Section 7.01 Health Insurance (continued)

22. If no successor agreement is negotiated as of July 1, 2011, 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:

2008-09 - \$450 annually	20010-11 - \$450 annually
2009-10 - \$450 annually	

25. 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. Retirees will have one year after their retirement to utilize any remaining balance in their 105 plan account.

26. If either the Genesee Area Healthcare Plan or the NMCMSD Blue Point 2 Plans should no longer be available or should either plans' benefits or premiums change significantly such that they are no longer acceptable to the LTA and the District, a committee consisting of LTA members and administrators shall be formed to evaluate and recommend a replacement healthcare plan.

Section 7.02 Dental Insurance

Teachers who choose the Blue Cross/Blue Shield Smile Saver IV Dental Plan for the dental insurance will pay the following percentage of the premium cost:

2008-09	12.5%
2009-10	14%
2010-11	15%

Part-time teachers will pay 40% of the premium costs on the dental insurance plan.

Section 7.03 Health Plan Options

If teachers choose not to receive all or some of the health plan benefits; they need to do so 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.

<u>Option</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/2011</u>
Receives no health benefits (No health or dental)	\$1300	\$1300	\$1300
Receives only dental benefits (No health)	950	950	950

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. This section applies to Teaching Assistants also.

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. This section applies to Teaching Assistants also.

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, teachers 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.

The school year may start with one or two superintendent's conference days prior to Labor Day if there is approval by the executive council of the LTA and the Board of Education prior to the approval of the calendar.

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 hours for conference days will be determined by the superintendent. If the arrival and departure times are significantly different (more than one hour) from the usual arrival and departure times, such times will be mutually agreed upon by the superintendent and the association. 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 the equivalent of five (5) instructional assignments and one (1) supervisory duty each day (5+1). An instructional assignment shall be defined as a designated period of time when a teacher is engaged in teaching one or more students any state curriculum, local curriculum, 504 plan goals, AIS, or IEP goals and objectives. 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). 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 with written consent. They will receive a stipend as per Appendix B of this contract.

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

Section 10.02 Parent/Teacher Conferences

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. Two half day sessions each semester will be designated for parent/teacher conferences for grades Pre-K through six. If, to accommodate parent schedules, teachers set conferences outside of the designated times, the principal may grant flex time to be used on the second half day.

Section 10.03 Department and Grade Level Chairpersons

Secondary level department heads will be provided one (1) extra period in which to carry out professional duties of their positions. K-6 chairpersons will be granted up to two (2) days per year in which to carry out the professional duties of their positions. Approval of the specific date will be up to the building principal.

Section 10.04 Association Business

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

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.

The president of the association shall be released from his/her assigned duties for one (1) day per month or the equivalent during the school year. This time will be spent conducting association business which includes meeting with members or administration. This section applies to Teaching Assistants also.

Section 10.05 Notification of Teacher 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 or her personnel 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 or 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. This section applies to Teaching Assistants also.

ARTICLE XII

Section 12.01 Professional Improvement

If graduate hours are used for salary request, such courses should be within the teacher's area of certification or realm of professional development. These hours can be attained through graduate, on-line, and in-service courses. The said courses 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 In-service Training

The taking of in-service 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 to benefit the teacher's professional development. In-service 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 in-service offerings.

Teachers attending workshops or conferences and who wish to use their attendance for in-service 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 as follows:

<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
\$27.00/hour	\$28.00/hour	\$30.00/hour

ARTICLE XIII

Section 13.01 Evaluation

Evaluation procedures shall be followed as set forth in board policy established July 1, 1999 per the Professional Growth Plan. 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 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 purposes 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 teacher 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 comment 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 well prepared lesson plans, both on a yearly and a weekly basis.

Therefore, all faculty members should: continue to prepare lesson plans that could be requested by principals if necessary, 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 his/her date of appointment shall be laid off first and recall shall be made in the inverse order. This section applies to Teaching Assistants also.

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 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. This section applies to Teaching Assistants also.

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. This section applies to Teaching Assistants also.

Section 16.03 Safety

Safety equipment needed in the classroom, when approved by the superintendent, will be purchased by the district. The district safety committee will include LTA representation. This section applies to Teaching Assistants also.

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 LTA position job openings within the district 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 LTA position vacancy notices. This section applies to Teaching Assistants also.

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. This section applies to Teaching Assistants also.

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 to 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 grievance by a teacher or the association will be kept in a file separate from the personnel file.

This section applies to Teaching Assistants also.

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. This section applies to Teaching Assistants also.

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. This section applies to Teaching Assistants also.

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. This section applies to Teaching Assistants also.

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 that is, in their professional judgment, pertinent to the course content as long as such subject matter is presented fairly and objectively.

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 section applies to Teaching Assistants also.

ARTICLE XXIV

Section 24.01 Domestic Partner

The District shall, as soon as reasonably possible, add the necessary rider to its existing contract with the District's health insurance providers in order to obtain domestic partner coverage.

Domestic partner coverage shall be available to teachers who are at least 18 years of age, who are living in a relationship with another person of the same sex at least 18 years of age that meets all of the criteria for a domestic partnership as enumerated in the attached Domestic Partnership Affidavit, which is incorporated in and made a part of this Agreement, and who file with the District an executed and sworn Domestic Partnership Affidavit.

The parties mutually acknowledge and agree that, under current law, the cost of adding health or dental insurance coverage for a domestic partner over the cost of such insurance for the District's employee constitutes taxable earnings attributable to the employee and will be accounted for and reported as such by the District; and that, under current law, an employee living in a domestic partnership may not submit claims against the employee's Flex Benefit Plan (IRS Section 125) for expenses incurred by or on behalf of the employee's domestic partner. This agreement shall be subject to the provisions of the Internal Revenue Code in effect at the time and as amended during the term of the agreement. The district shall have no liability for the income tax consequences of providing domestic partnership benefits to qualified employees and their domestic partners, except for withholding and reporting as required by law.

This agreement shall be superceded by and shall be deemed void upon the effective date of any law enacted by the State of New York or by the United States giving legal status and recognition within the State of New York to domestic partnerships, or granting or defining the legal rights and privileges of persons living in domestic partnerships. This section applies to Teaching Assistants also.

ARTICLE XXV – Teaching Assistants
All sections of this article apply only to teaching assistants.

Section 25.01 Wages & Salary

2010 – 2011 School Year: Each returning full time TA will receive an increase in the basic hourly rate of \$.40 per hour or 3.50%, whichever is higher, over the 2009-2010 rate of pay.

2011 – 2012 School Year: Each returning full time TA will receive an increase in the basic hourly rate of \$.40 per hour or 3.5%, whichever is higher, over the 2010 -2011.

If any TA's hourly rate, after applying the contract increase, is less than the starting rate for TA's (as per section 25.03) in that year, the TA's rate will be increased to the starting rate.

Section 25.02 Starting Rates of Pay

Starting Rates of Pay:

<u>2010-11</u>	<u>2011-2012</u>
\$9.50	\$9.75

Section 25.03 Exceeding Starting Rate:

The District may hire a teaching assistant ("TA") at a rate exceeding the starting rate depending upon the experience and skill of the applicant. For example, if the District hired a TA with 8 years previous experience in another school district, the District may start the individual with up to 8 years credit in the position. When this occurs, the starting rate will be no higher than \$.50 per hour less than the rate being paid to current TA's with equivalent years of experience. The District will provide the Association President notice prior to this occurring.

Section 25.04 Longevity:

A longevity incentive will be established as follows:

10 Years	Additional 2%
20 Years	Additional 2%
25 Years	Additional 2%

Longevity increases will be added to the qualifying TA's pay rate prior to the application of any increase for the next year of the contract. The new rate will become the TA's salary level. The increases listed above will be applied to TA's who have completed the number of years of uninterrupted service listed above.

Section 25.05 Days of Employment:

The work year for TA's will be 180 days. A teaching assistant who is required to work beyond 180 days will be compensated at his/her hourly rate for the additional hours worked.

Section 25.06 Hours of Employment:

The hours of employment for teaching assistants will be determined by the respective building principal.

Section 25.07 Notification of Employment:

All part-time TA's will be notified in writing by August 1st of each year, if the job they held the previous year is still available to them for the coming year.

Section 25.08 Part-Time Summer Work:

Any part-time summer teaching assistant jobs that become available and are funded by the District shall be offered to current teaching assistants who are qualified first.

Section 25.09 Snow Days:

If school is closed before the teaching assistants' workday begins, the day will not be counted as one of the 180. If school is closed after the teaching assistants' workday begins, the day will be counted as one of the 180.

Section 25.10 Schedule B (LTA Contract) Supervisory Functions:

Functions noted under Supervision on Schedule B of this contract when not filled by Livonia teachers will be offered to teaching assistants and LNTO employees before they are made available to individuals who are not members of the Livonia Teachers' Association or the LNTO.

Section 25.11 Unused Sick Leave:

Teaching Assistants who retire and are paid retirement benefits pursuant to the New York State Teachers' Retirement System shall receive \$40 for each day of unused sick leave as of the date of retirement. In the case of a TA who has not joined the New York State Teachers Retirement System and if the teaching assistant retires from the District having fifteen (15) or more years of service, the teaching assistant is to be paid for unused sick leave days at the rates set forth above.

Written notice must be given five (5) months prior to the effective date of retirement before the teaching assistant qualifies for the paid sick days. The District will waive the notice period for those individuals forced into retirement or forced to leave their

employment with the District by an unexpected physical disability of the teaching assistant or the teaching assistant's spouse. In the event the teaching assistant in question wishes to withdraw his/her decision to retire, he/she will be allowed to do at the Superintendent's discretion.

In the event that the teaching assistant should die prior to retirement, the teaching assistant's spouse or beneficiary will be entitled to the benefits held under paragraph one of this section.

25.12 Evaluation:

Prior to April 30 of each year, each TA's immediate supervisor will evaluate, on the prescribed form (Evaluation-Teaching Assistant Appendix __ the work habits and efficiency of each teaching assistant. This evaluation will include, but not be limited to, the performance of the job according to the job description, punctuality and cooperation. Each teaching assistant will have the opportunity to discuss the evaluation with the evaluator. In the case of an evaluation which is unsatisfactory* (three or more categories unsatisfactory because of job performance); the teaching assistant will not be eligible for any wage adjustment granted for his/her job classification for the coming year.

If the teaching assistant is rated as having excessive absence, or abuse of sick, personal or other leave or other similar fringe benefit, the teaching assistant may submit evidence to refute the evaluation. If no evidence is submitted, or if the evidence submitted is insufficient, the teaching assistant will not receive any wage adjustment that may be negotiated for his/her job classification for the upcoming year.

The teaching assistant may request another evaluation in December of the following school year. Any such request for an additional evaluation shall be in writing to the Superintendent. If the second evaluation shows the teaching assistant's performance and/or attendance to be satisfactory, the teaching assistant is to receive the negotiated wage increase as pro-rated commencing January 1.

25.13 Conference/Training; Workshops/Refresher; Courses:

The BOE will encourage TA's to attend in-service training courses or conferences that are directly related to their job classification with the District. Such requests shall be made in writing and presented to the Superintendent for his/her decision. The applicant must demonstrate that attendance at such conference shall directly benefit the District, and if said permission is granted, said member shall be allowed time off from his/her duties to attend such courses or conferences and shall be reimbursed for all reasonable expenses incurred, including tuition ,required textbooks and materials, and reasonable travel expenses. Said approval shall not be granted unless sufficient funds are available.

If the in-service course is taken outside of regular work hours, the teaching assistant shall be paid \$10.00 per classroom hour up to a maximum of \$100 per course in addition to the training expense involved. Money received is a one-time payment. It is understood college level courses of study are to be included.

A written statement from the instructor verifying completion of the course of study must be submitted before payment will be made.

Section 25.14 Sick, Personal and Bereavement Leave:

TA's shall be permitted to accrue 15 days with pay per year and may be accumulated to a maximum of 200 days. All 15 days may be used for sick days. A maximum of 12 days may be used for family sickness, bereavement leave or any combination thereof. Three (3) days may be used for personal days. Sick days and leave days will cover no less than one half day absence.

At the start of each school year, a teaching assistant receives the yearly allotment of sick leave days to be used, and if sick during the school year, the teaching assistant is to use these days prior to using any accumulated leave to his or her credit.

Personal leave is to be used for personal business that can not be conducted during normal working hours. It may be used in one half day units. Personal leave will be granted upon the teaching assistant's written request to the superintendent. Said request shall be made at least one day prior to the leave and should state date and anticipated time of absence. 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 granted based upon circumstances of unusual or unavoidable nature. Personal leave days may be granted for the following, but not necessarily limited thereto; house closings, income tax proceedings, adoptions, probate of wills, court appearances, graduation of a teaching assistant, spouse or child, taking a child to and from college and weddings in the immediate family.

Bereavement leave shall be granted because of death in the teaching assistant's immediate family. Such leave shall be without loss of pay or other benefits, and shall begin on the date of the death of the member's immediate family. Immediate family, for the purpose of this section, shall mean mother, father, spouse, child, stepchildren, brother, sister, grandparents, grandchild, mother-in-law and father-in-law, brother-in-law and sister-in-law.

The Superintendent can use his/her discretion to increase time for bereavement leave.

Section 25.15 Notification of Sick Days:

On or before October 1 of each year, a statement of accumulated sick days will be sent to each TA.

Section 25.16 Medical Leave of Absence:

Medical leaves of absence will be granted to any teaching assistant when requested by the teaching assistant and when such request is accompanied by an official recommendation of a licensed physician. Medical leave shall be granted for a period of up to two years. Unused sick leave may be applied to the medical leave. The BOE may, at its expense, require a physical examination by a medical doctor of the BOE's choice. While on a medical leave of absence, and if eligible for and enrolled in one of the plans offered by the District, the unit member may continue in the plan and the District will pay an amount of money equal to one-half of its contribution if the teaching assistant had been working.

Section 25.17 Parental Leave of Absence:

A parental leave will be granted upon request of the teaching assistant.

A teaching assistant 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 maternity leave. The teaching assistant may work as long as the physician certifies her capable of performing her duties. The BOE shall have the right to request updated medical reports, but no more than one such report every 30 days and, upon request, the teaching assistant shall execute a medical release.

The parental leave shall be without pay or accumulation of other benefits. A teaching assistant who commences his/her parental leave during the first half of the school year shall receive one half the salary increase upon return the following year. If the leave is taken during the second half of the school year, he/she will be awarded the full salary increase upon return to work.

The length of parental leave shall not exceed the balance of the year in which it is granted, plus one (1) additional school year. The teaching assistant must notify the Superintendent of his/her intention to return to work at least 60 days prior to the end of his/her leave or 60 days prior to returning to work, if he/she desires to terminate his/her leave earlier than scheduled. The Superintendent can use his/her discretion in waiving return notification requirements. 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.

25.18 Leave of Absence:

Any permanent teaching assistant, upon written request to the Superintendent, shall be granted a leave of absence not to exceed 12 months. A qualified substitute must be available to take his/her place. The written request shall include the reason and specific date of the desired leave. A leave will not be granted to accept employment elsewhere. Approved leaves of absence, covering more than ten (10) working days, shall be limited to two (2) leaves within a five (5) year period, not to exceed a total of twelve (12) months. Teaching assistants desiring reinstatement shall give notice at least 30 days prior to the desired date of reinstatement. The Superintendent can use his/her discretion in waiving return notification requirements. Teaching assistants returning from an approved leave of absence shall be reinstated at their previous job status and will receive the same pay and benefits as when they left.

25.19 Health Care Program:

1. For all eligible teaching assistants who have been appointed prior to November 15, 2000, the following is to apply.

- a. Each eligible teaching assistant who regularly works four and one-half (4.5) or more hours on a daily basis may join any of the healthcare plans. The respective contribution rate is as follows:

85% of Blue Point 2 - The Non-Monroe County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay for as long as so offered by the plan.

The teaching assistant is able to use the value listed above for any of the healthcare plans offered by the district. There is a separate amount offered for those who choose not to use the district healthcare plan in Section 25.29. The teaching assistant contribution/cost of the plan is paid in deductions from his/her paycheck.

- b. Each eligible teaching assistant who regularly works less than four and one-half (4.5) hours on a daily basis may join any plan offered by the District. Each such teaching assistant is responsible for the total cost of the health care plan chosen.
- c. If there is a current teaching assistant who works 4 hours or less and who was as of October 3, 2000 receiving health insurance benefits at the 50% employer paid and 50% teaching assistant paid basis, the District will grandfather this teaching assistant (or teaching assistants) at the current employer/teaching assistant ratio as long as the person works the current number of hours per week.

2. For all eligible teaching assistants who have been appointed after November 15, 2000, and for those teaching assistants who become eligible after November 15, 2000 for health care benefits by virtue of working more hours per day on a regular basis, the following is to apply:

Each eligible unit teaching assistant who works seven (7) or more hours on a daily basis may join any of these healthcare plans. The respective contribution rate is as follows:

- 85% of Blue Point 2 - The Non-Monroe County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay for as long as so offered by the plan.

The teaching assistant is able to use the value listed above for any of the healthcare plans offered by the district. There is a separate amount offered for those who choose not to use the district healthcare plan in Section 25.29. The teaching assistant contribution/cost of the plan is paid in deductions from his/her paycheck.

- a. Each eligible teaching assistant who regularly works at least five and one-half (5.5) hours, but less than seven (7) hours on a daily basis, may join any of these healthcare plans. The District agrees to pay sixty percent (60%) of the cost of Blue Point 2 - The Non-Monroe County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay for as long as so offered by the plan and the teaching assistant shall pay the remaining cost of the plan to be paid in deductions from his/her paycheck.
- b. Each eligible teaching assistant who regularly works at least four and one-half (4.5) hours, but less than five and one-half (5.5) hours on a daily basis, may join any of these healthcare plans. The District agrees to pay fifty percent (50%) of the cost of Blue Point 2 - The Non-Monroe County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay for as long as so offered by the plan and the teaching assistant shall pay the remaining cost of the plan to be paid in deductions from his/her paycheck.
- c. Each eligible teaching assistant who regularly works less than four and one-half (4.5) hours on a daily basis may join any plan offered by the District. Each such teaching assistant is responsible for the total cost of the health care plan chosen.

3. Current retirees and current teaching assistants at retirement age shall be eligible to continue in the District's health plan. Teaching assistants and covered dependents will automatically be converted to an individual policy if the teaching assistant leaves or withdraws (electively leaves, death or sickness, etc.) from the plan, or if a dependent child reaches the limiting age. The School District does not finance any portion of a converted policy. In order to convert, a teaching assistant or covered dependent must apply for an individual policy within 31 days from termination of coverage under the plan. Payment will be made by the individual through the Livonia Central School Board.
4. The District agrees that all health information will be kept confidential and no information concerning a teaching assistant's health may be obtained for use against any teaching assistant.
5. In the event that a dispute occurs regarding coverage in the GAHP, the individual(s) may refer the matter to a Claims Review Committee. The Claims Review Committee will be composed of seven persons – four chosen by the unit and three chosen by the Board. The findings of the Claims Review Committee will be communicated to the self-funded health care program's Board of Directors for resolution.
6. If either the Genesee Area Healthcare Plan or the NMCMSD Blue Point 2 Plans should no longer be available or should either plans' benefits or premiums change significantly such that they are no longer acceptable to the LTA and the District, a committee consisting of LTA members and administrators shall be formed to evaluate and recommend a replacement healthcare plan.

Section 25.20 Dental Plan

1. Dental Plan

- a. The District provides eligible teaching assistants with dental coverage through the Non Monroe County Municipal School District Blue Cross/Blue Shield Smile Saver IV Program as follow:

	Hours Worked	Teaching Assist Pays
Hired before 7/1/90	6 or more hours	15%
	4 or more, less than 6	15%
	less than 4 hours	50%
Hired after 7/1/90	6 or more hours	15%
	4 to < 6 hours	40%
	less than 4 hours	100%

Section 25.21 Health Plan Options

Teaching assistants who qualify for coverage of health care costs under Section 25.27 may choose not to receive all or some of the health plan benefits; the choice to be made by July 1st 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.

For teaching assistants who work four and one-half (4.5) or more hours per day and who are appointed before 11/15/2000, the following is to apply:

Receives no health benefits (no health or dental)	\$1,200
Receives only dental benefits (no health)	\$ 900

The health care option payments will be pro-rated as to those teaching assistants who are appointed or who cease employment during the course of the school year.

For those teaching assistants who are appointed after November 15, 2000, the option payment will also be prorated according to the level of teaching assistant contribution for the health care plan; e.g. a unit teaching assistant who is eligible for 50% employer contribution for health care would receive 50% of the option payment. If an teaching assistant is eligible for 85% employer contribution or more, the teaching assistant would receive the full amount of the opt-out stipend.

Section 25.22 Flexible Health Benefit Programs

The District will provide simple flexible non-cumulative spending accounts (Section 125 Plan) for health insurance premiums and non-reimbursed medical expenses. Teaching assistants who regularly work more than twenty (20) hours in a week over the course of a school year qualify for the flexible health benefit programs.

The District will also, in January of each year, contribute for each teaching assistant into a Section 105 Plan. The amount per teaching assistant is \$500 per year for the 2009-10 through the 2011-12 school years.

Any such program shall be in full compliance with the U.S. Internal Revenue Code and any pertinent Revenue Regulations. Any language in this Agreement which is not in compliance with the law and regulations is not effective to the extent that it is not in compliance.

THIS AGREEMENT shall become effective on July 1, 2008 and shall continue in effect until midnight, June 30, 2011. 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 25th day of June, 2008.

Scott A. Bischooping
Superintendent of Schools

Karen West, President
Livonia Teacher's Association

Domestic Partner Affidavit

This affidavit is made for the purpose of claiming health and dental insurance benefits for a domestic partner of a qualified teaching assistant presently working for the Livonia Central School District. For the purpose of this affidavit domestic partners are two adults at least 18 years of age who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who live together, who have agreed to be jointly responsible for the expenses incurred during the domestic partnership. The undersigned employee and domestic partner, being duly sworn, hereby individually and jointly declare and agree:

1. That (employee's name) _____ is presently an employee of Livonia Central School District and qualifies for health and dental insurance benefits as described in Article 7 of the agreement between the Livonia Central School District and the Livonia Teachers' Association, and the (domestic partner's name) _____ is living with the employee in a domestic partnership as hereafter described.
2. We are both at least eighteen (18) years of age, of the same sex, and are competent to enter into a contract.
3. We are not related to each other by blood to a degree of closeness that would prohibit legal marriage in the State of New York.
4. We are not married and are not the domestic partner of anyone else in any jurisdiction.
5. We have not terminated a Domestic Partnership Affidavit or its equivalent, in this or another jurisdiction, with six (6) months immediately prior to this affidavit, and intend to live in the same household indefinitely.
6. We currently live in the same household, have lived in the same household for at least six (6) months immediately prior to this affidavit, and intend to continue to live in the same household indefinitely.
7. We are committed to the physical, emotional and financial care and support of each other.
8. We are financially interdependent.
9. We share with each other common necessities and tasks of one household.
10. We agree to inform Livonia Central School District, as soon as possible, if this domestic partnership should change or end.

11. We understand that we are subject to all standard requirement, criteria and qualification of the District's medial and/or dental insurance plans.

12. We agree that if we have or either of us has made any false statement regarding his or her qualifications as a domestic partner, or shall have failed to comply with the terms of the Affidavit, and Livonia Central School District suffers any loss thereby, we shall be responsible for reimbursing and indemnifying the Livonia Central School District on account of such false statement or failure to comply, including reasonable attorney's fees and court costs.

Dated: _____

Employee Signature

Print Name

Sworn to before me this ___ day
of _____, 20__.

Notary Public

Dated: _____

Domestic Partner Signature

Print Name

Sworn to before me this ___ day
of _____, 20__.

Notary Public

All papers need to be filed with the district office.

APPENDIX A

Salaries

Salary Increases

Appendix A Salaries – shall be as follows:

2008-2009 School Year

Each returning full time teacher will receive an increase in the teacher’s base salary (inclusive of graduate hours, in-service hours, or master’s degrees, if applicable) of \$1550.00 + 2.0%.

2009-2010 School Year

Each returning full time teacher will receive an increase in the teacher’s base salary (inclusive of graduate hours, in-service hours, or master’s degrees, if applicable) of 4.10%.

2010-2011 School Year

Each returning full time teacher will receive an increase in the teacher’s base salary (inclusive of graduate hours, in-service hours, or master’s degrees, if applicable) of \$1100 + 2.5%.

Longevity

The district acknowledges that maintaining an experienced professional staff is beneficial for the quality education of our students. In lieu of establishing monetary amounts to be distributed at the time of retirement, the district institutes the following longevity increases to be granted on the following schedule:

10 years of teaching at Livonia CSD	500
15 years of teaching at Livonia CSD	1000
20 years of teaching at Livonia CSD	1000
25 years of teaching at Livonia CSD	1000
30 years of teaching at Livonia CSD	1000

The amounts listed above will be added to the teacher’s salary when beginning the year listed. If a teacher has a partial year of service, the longevity increase will be applied at the beginning of the school year following the point at which the service level has been achieved.

For the 2008-09 school year only:

To alleviate inequities in salary distribution caused when initiating the incentive for longevity plan, increases will be applied as above with the addition of:

Teachers entering year 11 or 12 of teaching at Livonia CSD	500
Teachers entering year 15, 16, or 17 of teaching at Livonia CSD	1500
Teachers entering year 20, 21, or 22 of teaching at Livonia CSD	2500
Teachers entering years 25, 26, or 27 of teaching at Livonia CSD	3500
Teachers entering years 28 and 29 of teaching at Livonia CSD	1000
Teachers entering greater than 30 years of teaching at Livonia CSD	4500

For the 2009-10 and 2010-11 school years only:

Teachers entering year 15 of teaching at Livonia CSD	1500
Teachers entering year 20 of teaching at Livonia CSD	2500
Teachers entering year 25 of teaching at Livonia CSD	3500
Teachers entering year 30 of teaching at Livonia CSD	3500

Graduate Hours

Graduate hours will be paid at \$65 per hour for the duration of this contract.

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.

Cap on Graduate Hours

There will be a cap of 84 hours. 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.

In-service Credit

In-service credit will be granted at a rate of \$65 for each unit (10 clock hours equals one unit).

Starting Salary

New teacher's compensation shall be determined by the following Starting Salary Schedule:

STARTING SALARY SCHEDULE

<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
\$35,000	\$36,000	\$37,000

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

Master's Degree

Payment for master's degree is \$700.

Appendix B

Assignment	2008-09	2009-10	2010-11
Directors/Coordinator			
Health Education Coordinator	1128	1151	1174
Health Care Representative	940	959	978
Science Mentor K-6	1693	1727	1762

Hourly Rates

Extra Supervisory Within School Day	25	25	25
Teaching Students in the District Summer School	35	35	35
Special Education Committee – Summer	35	35	35

Dept Heads/Gr Chair/Counselor Chair/Team Leaders (TA's are not included when calculating FTE's under this section).

3 FTE or Less	1128	1151	1174
4-6 FTE	1503	1534	1564
7-9 FTE	1881	1918	1957
10 or more FTE	2258	2303	2350
Teacher Mentor	1020	1040	1061
K-12 department chairs will receive 125% of listed stipend			

Advisors

Brainstormers	388	395	403
Bulldog Express	1332	1359	1386
Chess Club	548	559	570
JH Chess Club Advisor	416	424	433
Computer Club 4-6	610	622	635
Computer Club 7-9	610	622	635
Computer/Math Team Advisor	1458	1487	1516
Computer/Math Team Assistant	1458	1487	1516
Debate Team	1165	1188	1212
E-3 Fair Competition (4) Grades 5-8	379	387	395
French Club 9-12	779	795	811
Grade 9 (2)	941	960	979
Grade 10 (2)	941	960	979
Grade 11 (2)	1315	1341	1368
Grade 12 (2)	1503	1534	1564
Homework Club Advisor (2)	1263	1288	1314
Honor Society 10-12	973	993	1012
Honor Society 7-9	973	993	1012
ICE Interscholastic (2)	242	247	252
Leadership Camp Advisor	312	318	325
Key Club Advisor	312	318	325
Literary Mgz, Quill & Scroll 10-12	388	395	403
Literary Mgz, 7-9	388	395	403
Math Challenge Coordinator	441	449	458
Math Challenge Rep (3) Grades 4-6	379	387	395
Newspaper 4-6	752	767	782
Newspaper Advisor 7-12	2588	2639	2692
Newspaper Assistant 7-12	1943	1982	2022
Book Club Advisor Int	600	612	624
Book Club Advisor JH	600	612	624
Community Service Club	1359	1386	1414
Computer/Math Team Advisor JH	973	993	1012

Dance Club Advisor JH	312	318	325
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Appendix B

Assignment	2008-09	2009-10	2010-11
Advisors (Continued)			
Fitness Club IS	600	612	624
Fitness Club PS	600	612	624
Reality Check Advisor (Health Club 6-8) (2)	416	424	433
International Club Advisor JH (2)	744	758	774
Thumbs Up Band Group	600	612	624
Women's Wellness Club	600	612	624
Odyssey of Mind (per team)	778	794	810
Science Olympiad/Science Club, HS (2)	596	608	620
Science Olympiad/Science Club, JHS (2)	609	621	634
Serendipity Advisor (3) Grades 4-6	1359	1386	1414
Serendipity Assistant	778	794	810
Ski Club 3 rd Grade (2)	571	583	594
Ski Club 4-6 (2)	581	593	605
Ski Club 7-8 (2)	581	593	605
Ski Club 9-12 (2)	581	593	605
Spanish Club 9-12	779	795	811
Student Council 4-6	1554	1586	1617
Student Council 7-8	1553	1585	1616
Student Council 9-12 (2)	2068	2109	2151
Technology Club 7-9	610	622	635
Varsity Club 9-12	388	395	403
Yearbook Advisor 7-12	2592	2644	2697
Yearbook Assistant 7-12 (2)	1943	1982	2022
Yearbook K-6	1301	1327	1353
Toastmasters Club	---	---	400
Primary School Math League	---	---	400
Bulldog Buddies Mentor Program (2)	---	---	400
The Arts			
Choreographer 4-6	581	593	605
Choreographer 7-8	1128	1151	1174
Chorus Accompanist, Grade 4	973	993	1012
Chorus Accompanist, Grade 5	973	993	1012
Chorus Accompanist, Grade 6	973	993	1012
Chorus Accompanist 7	973	993	1012
Chorus Accompanist 8	973	993	1012
Chorus Accompanist 9	973	993	1012
Chorus Accompanist, 10-12	973	993	1012
Color Guard: Fall and Spring	1906	1945	1983
Color Guard: Winter	2068	2109	2151
Drama Club	1554	1586	1617
Drama Director 7-8	1106	1128	1150
Drama Director 9-12	2149	2192	2236
Jazz Ensemble Director 7-8	1825	1862	1899
Jazz Ensemble Director 9-12	973	993	1012
Jazz Lab HS	1825	1861	1899
Marching Band Assistant 9-12	1459	1488	1518
March Band Director 7-8	1359	1386	1414
Marching Band Director 9-12	1780	1815	1852
Marching Band Percussion	1134	1157	1180

Technical Director	1553	1585	1616
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Appendix B

Assignment	2008-09	2009-10	2010-11
The Arts (Continued)			
Musical Accompanist	---	1500	1530
Musical Costumer	581	593	605
Musical Director 5-6	1165	1188	1212
Musical Director 7-8	2149	2192	2236
Musical Director 9-12	2500	2550	2601
Musical Arts Director 9-12	2500	2550	2601
Musical Producer 9-12	900	918	936
Musical Set Crew Advisor 9-12	669	683	696
Musical Set Design/Painting 9-12	581	593	605
Pit Director	---	1200	1224
Musical Sound Advisor	---	700	714
Music Festival Per Day	65	66	67
Senior High Solo	65	66	67
Junior High Solo	65	66	67
Sr. Orchestra, Elem. Band & Chorus	65	66	67
Sr./Jr. Chorus	65	66	67
Jr. Area All State	65	66	67
Sr. Area All State	65	66	67
Sr. Conference All State	65	66	67
Summer Music Program (5wks/20hrs/wk)	3738		

*Grandfather 2% until retirement, then summer teacher rate + \$600 stipend for scheduling

Supervision

Bus Supervisor	56	57	58
Game Proctor/Ticket Taker	56	57	58
Grade 6-12 Dance Chaperone	56	57	58
Music Concert Proctor	56	57	58
Scorekeeper – Varsity – pd admission	56	57	58
Timer – Varsity – pd admission	56	57	58

Intramurals Gr. 4-12 (when approved)

Baseball 7-8	783	799	815
Basketball – Boys 7-8	783	799	815
Basketball – Girls 7-8	783	799	815
Basketball 4-6	783	799	815
Basketball 9-12	783	799	815
Football – Boys 7-8	783	799	815
Golf, Co-Ed 9-12	783	799	815
Mixed Intramurals 4-6	783	799	815
Soccer – Boys 4-6	783	799	815
Soccer – Girls 4-6	783	799	815
Softball – Girls 7-8	783	799	815
Tennis, Co-ed 9-12	783	799	815
Volleyball – Boys 7-8	783	799	815
Volleyball – Co-ed 7-8	783	799	815
Volleyball – Co-ed 9-12	783	799	815
Volleyball – Girls 7-8	783	799	815
Weight Training, Co-Ed 7-12	783	799	815
Wrestling – Boys 4-6	783	799	815

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

An intramural season will consist of 25 – 30 sessions.

APPENDIX C

Coaching Salary Payments

Option #1

Coaches would be paid at the end of the coaching season. Computer programming would provide a withholding of 27.0% of the gross federal taxes and 7% for state taxes or as otherwise provided by federal and state tax law regulations.

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

1. Coaches assigned fall sports would be paid over five (5) payroll dates – September through early November.
2. Coaches assigned winter sports would be paid over ten (10) payroll dates starting the latter part of November to the early part of April.
3. 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 27.0% of the gross for federal taxes and 7% for state taxes or as otherwise provided by federal and state tax law regulations. 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.

Appendix C

Assignment	2008-09	2009-10	2010-11
Sports			
Boys 9-12			
Baseball	4554	4645	4738
JV Baseball	3134	3197	3261
Baseball Program Assistant	1500	1530	1561
Basketball	4908	5006	5107
JV Basketball	3488	3558	3629
Basketball Program Assistant	1500	1530	1561
Football	4908	5006	5107
Football Assistants (4)	3488	3558	3629
Lacrosse	4554	4645	4738
Lacrosse Assistant (2)	3134	3197	3261
Soccer	4908	5006	5107
JV Soccer	3488	3558	3629
Soccer Program Assistant	1500	1530	1561
Swimming	4908	5006	5107
Swimming Assistant	3488	3558	3629
Track	4554	4645	4738
Track Assistant	3134	3197	3261
Wrestling	4908	5006	5107
Wrestling Assistant	3488	3558	3629
Girls 9-12			
Basketball	4908	5006	5107
JV Basketball	3488	3558	3629
Basketball Program Assistant	1500	1530	1561
Lacrosse	4554	4645	4738
Lacrosse Assistant	3134	3197	3261
Soccer	4908	5006	5107
JV Soccer	3488	3558	3629
Soccer Program Assistant	1500	1530	1561
Softball	4554	4645	4738
JV Softball	3134	3197	3261
Softball Program Assistant	1500	1530	1561
Swimming	4908	5006	5107
Swimming Assistant	3488	3558	3629
Track	4554	4645	4738
Track Assistant	3134	3197	3261
Volleyball	4908	5006	5107
Volleyball Assistant	3488	3558	3629
Co-ed 9-12			
Golf	3841	3918	3997
Golf Assistant	2445	2494	2544
Indoor Track (2)	2900	2958	3017
Cross Country	4908	5006	5107
Ski Team	2900	2958	3017
Tennis	3841	3918	3997
Tennis Assistant	2445	2494	2544

Appendix C

Assignment	2008-09	2009-10	2010-11
Cheerleading			
Basketball	4908	5006	5107
Basketball Assistant	3488	3558	3629
Football	3134	3197	3261
Football Assistant	2289	2335	2381

Coaches with teams and/or team members participating in post-sectional competition will be compensated at the rate paid for supervision of an event according to Appendix B per day of coaching. Payment for JV, Modified, or additional coaches will need to be approved by the Athletic Director.

Interscholastic 7/8 (Modified)

Baseball	2565	2616	2669
Basketball – Boys	2280	2326	2372
Basketball – Girls	1995	2035	2076
Cross Country Co-ed	1995	2035	2076
Football	2565	2616	2669
Lacrosse – Girls	1995	2035	2076
Lacrosse – Boys	1995	2035	2076
Soccer – Boys	2280	2326	2372
Soccer – Girls	2280	2326	2372
Softball	2565	2616	2669
Swimming	1995	2035	2076
Track	1995	2035	2076
Volleyball	2280	2326	2372
Wrestling	1995	2035	2076

If at any time the Board approves a sport, the Association may request to negotiate on any stipend it believes should be paid for coaching.

Longevity:

A coach who has 10 years of service in the same sport assignment at Livonia Central School will receive \$300 if the same activity is paid more than \$3100 per Appendix C and \$150 if the same activity is paid less than \$3100.

A coach who has 15 years of service in the same sport assignment at Livonia Central School will receive an additional \$800 (for a total of \$1100) if the same activity is paid more than \$3100 per job and \$400 (total of \$550) if the same activity is paid less than \$3100 per job.

A coach with 20 years of service in the same sport assignment at Livonia Central School will receive an additional \$1000 (for a total of \$2100) if the same activity is paid more than \$3100 per job, and \$500 (total of \$1050) if the same activity pays less than \$3100 per job.

Furthermore, it is the understanding of the District and The Livonia Teacher Association that the Superintendent of Schools has discretion to grant this longevity benefit in special circumstances even if the criteria so stated in this longevity clause is not met. (The intent of this discretionary clause is to address situations like the following:)

1. A coach may have required years of service in one area, but may take on another assignment that is in the same area, or close to the same assignment. Ex. Boys' Swimming Coach takes on Girls' Swimming; Track Coach takes on Cross-Country or Indoor Track.
2. A coach with many years of experience in another district comes to Livonia.