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Agreement

between the

Levittown United Teachers



and the

Board of Education

LEVITTOWN UNION FREE SCHOOL DISTRICT
LEVITTOWN, NEW YORK

JULY 1, 2012 - JUNE 30, 2019

7/5/16

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Vice President, Elementary Schools

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Vice President, Middle Schools

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EXCLUSIVE RECOGNITION OF LUT

THIS AGREEMENT MADE AND ENTERED INTO AS OF April 15, 2015 by and between THE LEVITTOWN UNION FREE SCHOOL DISTRICT, LEVITTOWN, NEW YORK (hereafter "the "District"), and the LEVITTOWN UNITED TEACHERS (hereafter "LUT"), for and in behalf of itself and the employees now employed or hereafter employed in the bargaining unit hereafter defined.

WIHEREAS, the Board of Education has adopted the practices and procedures of collective negotiations as a peaceful, fair, and orderly way of conducting its relations with employees of the District insofar as these practices and procedures are consistent with functions and obligations of the Board pursuant to the law, and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS, LUT has demonstrated in a secret ballot election that it represents a majority of the employees employed by the District in the bargaining unit hereafter defined and, in accordance with Board policy, is therefore the exclusive representative for all of these employees; and

WHEREAS, the members of the teaching staff play a special role in the improvement of the instructional program; and

WHEREAS, the parties desire to cooperate in establishing conditions which will produce the best possible education for the children of the District:

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

ARTICLE I. RECOGNITION

The Board recognizes the LUT as the exclusive representative in regard to salaries, wages, hours, and other terms and conditions of employment, of all members of the professional staff except the superintendent, assistant superintendents, administrative assistants, other central office professional administrators and coordinators, building principals, assistant building principals, elementary and secondary department chairmen, directors, assistant directors, curriculum associates, per diem employees (substitute teachers), and school physicians. The members of the bargaining unit are hereafter referred to as "teachers."

This recognition shall remain in effect for the duration of this Agreement, as provided for in Civil Service Law Section 208 (part of the Public Employees' Fair Employment Act). Nothing contained herein shall prevent any individual employee from processing a grievance hereunder in accordance with Article XXXL or deny any employee rights pursuant to Section 15 of the Executive Law, the Education Law or the Civil Service Law and Regulations.

ARTICLE II. FAIR PRACTICES

The LUT agrees to represent all teachers equally without regard to membership or participation in the LUT, or membership or participation in any other employee organization. The LUT agrees to continue to admit persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin, or sex.

The Board agrees to continue its policy of not discriminating against any teacher or applicant for employment on the basis of race, creed, color, national origin, or sex and to treat all teachers equally without regard to membership or participation in the LUT, or membership or participation in any other employee organization.

ARTICLE III. AGENCY FEE

Every teacher who is not a member of the LUT shall, within 30 days after the initial date of employment pay to the LUT an agency fee equal to 100% of the membership dues of the LUT.

The LUT shall forward to the Assistant Superintendent for Business and Finance a list of nonmembers and the sum of money to be deducted from each teacher's paycheck for the agency shop fee. This amount shall be deducted from each teacher's paycheck in a manner that is equivalent to the method of payroll deduction for dues paying members. The Business Office shall forward these amounts to the LUT.

The LUT agrees to indemnify and hold the Board of Education harmless from losses or expenses arising from actions or claims against the Board of Education because of implementation of this agency fee provision.

ARTICLE IV. MONTHLY CONSULTATIONS

- A.** Upon request of either party, monthly meetings between representatives of the LUT and the Superintendent or designee shall be held after normal school hours to consult on matters of mutual concern.
- B.** The principal of the school and the LUT Building Representative Committee shall meet once a month during the school year to discuss matters of school policy and questions relative to implementation of this Agreement or other matters of mutual concern.
- C.** The District subscribes to the goal of allowing LUT officers (no more than seven in number) to be free during their scheduled last period to conduct Union matters in lieu of the duty period for secondary teachers. Elementary teachers and secondary teachers who have no duty period shall be released one hour prior the students' dismissal one day per week for that purpose. The District will make every effort to achieve this goal subject to the limitation of prep time for elementary teachers and the special programming needs of occupational education teachers.

D. Principals shall consult with LUT Building Representatives with respect to budgetary recommendations and promptly inform LUT Building Representatives of changes in those recommendations.

ARTICLE V. PRIVILEGED USE OF SCHOOL FACILITIES

A. The LUT may utilize school facilities in any building for meetings after school hours, provided that the use of the facility in a particular school has been applied for in advance to the principal, who shall not unreasonably withhold consent to the request.

B. The LUT shall be afforded the opportunity to make welcoming remarks to teachers on Orientation Day. It shall also be given the opportunity at the end of faculty meetings to make announcements.

C. Duplicating and mimeographing facilities may be used by the LUT, subject to approval of the principal and Board policy, which requires that paper and stencils be supplied by the organization at its expense and that equipment shall not be used when it is actually in use by the teaching or office staff.

D. Mail boxes may be utilized by the LUT for dissemination of bona fide organizational communications. The insertion shall be by teachers only.

E. Only bulletin boards located in faculty rooms and faculty dining rooms may be used by the LUT for bona fide organizational purposes. Adequate space shall be provided for use on these bulletin boards.

F. Ten copies of all communications distributed to the staff by the LUT shall be sent promptly to the Superintendent of Schools.

G. The LUT shall be furnished with copies of all Board policies and administrative regulations. Copies of Board policies and Administrative regulations shall be maintained in the school office and be made available for examination by teachers promptly upon request. The LUT shall electronically also receive a copy of the Agenda of regular and special meetings of the Board, a copy of non-confidential schedules and other backup materials relating to professional personnel, and a copy of the minutes of regular and special Board meetings.

H. Organizational activities may be engaged in only during free time.

I. By March 1st of each year the District shall supply the LUT with the following information: breakdown of salary, age, and seniority lists of teachers.

J. By June 1st of each year, the District shall supply the LUT with copies of transfer notices, excessing lists, and termination of employment notices.

ARTICLE VI. TEACHER FACILITIES

Each school shall be provided with teacher dining room facilities, separate adult lavatory facilities and teacher workroom facilities containing adequate office machinery, including, but not limited to, typewriters, duplicating machines and supplies, and a telephone.

Subject to budgetary considerations and educational priorities, each school will be provided with:

A. A faculty lounge suitably furnished and equipped to be made available for the use of teachers. From time to time others may have need to use these facilities. Should problems arise due to such use of others than teachers, the Superintendent shall resolve the problems promptly.

B. Classroom storage facilities where teachers may store instructional material and supplies and personal property.

C. Classrooms that contain for teacher use an appropriate desk and chair; and

D. A system whereby teachers can expeditiously communicate with the main office in the event of an emergency.

The foregoing shall be implemented in accordance with a program formulated in consultation with the LUT.

ARTICLE VII. CHECK-OFF

The Board shall honor individual written authorizations for deductions of LUT dues. Requests for LUT dues deductions shall be submitted to the Assistant Superintendent for Business and Finance on September 1. The payroll deduction for the September 1 submission will be on 20 regular paychecks beginning with the first September paycheck.

Teachers returning from unpaid leave who had been on payroll deduction shall be reinstated to payroll deduction within 10 days. Newly hired teachers may give written authorization directly to Business Office and/or to the LUT Treasurer.

The dates for submission and the method of payroll deduction set forth above may be changed upon request of the LUT and the approval of the Assistant Superintendent for Business and Finance. Dues authorization shall remain in effect unless a signed written revocation is received by the Assistant Superintendent for Business and Finance. This revocation shall take effect at the next payroll, 10 days subsequent to the date of the filing with the Board. The LUT Treasurer shall receive a notice of all revocations and a total payroll deduction list.

Dues shall be deducted from teachers' salaries only for the organization which is the teachers' exclusive representative. No rival local, state or national organization(s) shall have dues check-off privilege.

The Personnel Department shall distribute, at the time of hiring, the union membership blanks and check-off forms that may be used at the option of the teachers.

ARTICLE VIII. TAX-SHELTERED ANNUITIES

The Board shall continue its present policy of payroll deduction for tax-sheltered programs. The providers of financial programs shall be recommended to the Board by the Tax-Sheltered Annuity Committee. This committee shall consist of one representative from each employee group in the District, plus the Assistant Superintendent for Business and Finance as the chairperson. The carriers selected by the Board may be unaffiliated with any program of any employee group in the District. The committee may adopt its own rules of procedure, but must at all times comply with applicable IRS regulations and guidelines. The committee, however, shall meet at least four times per year and shall be convened at any other time within 10 working days of receipt of a request of any member thereof. Among the committee's responsibilities shall be the preparation and distribution of an information fact sheet on the tax-sheltered annuity program by no later than May of each year.

ARTICLE IX. SALARIES AND FRINGE BENEFITS

A. SALARY, LONGEVITY, SALARY SCHEDULES¹

(a) Salary schedules for years one through seven of the Agreement shall be calculated as follows:

The salary schedule in effect on June 30, 2012 will remain in effect on July 1, 2012. The salary schedule in effect on June 30, 2013 will remain in effect on July 1, 2013. The salary schedule in effect on June 30, 2014 will remain in effect on July 1, 2014. Effective July 1, 2015, each step on the salary schedule will be increased by 2% and there will be no step movement. Effective July 1, 2016, each step on the salary schedule will be increased by 0.85% and eligible teachers will move one-half of the next step (to half-step "A"). Effective July 1, 2017, each step on the salary schedule will be increased by 0.85% and eligible teachers will move to the next full step. Effective July 1, 2018, each step on the salary schedule will be increased by 1.64% and there will be no step movement. Effective June 30, 2019 at 11:59:59 p.m., full step movement will resume for eligible teachers. See Appendix "A."

(b) Longevity. A longevity payment in the amount of \$500 shall be paid annually to all teachers one year after attaining Step 20. An additional longevity payment in the amount of \$1,500, for a total of \$2,000, shall be paid annually to all teachers five years after attaining Step 20 including those who are "above schedule". The longevity payment shall not be included in the teacher's base salary.

¹ Effective 7/1/02 Steps 21-25 of the salary schedule were deleted. All those teachers on the Step they were on as of 6/30/02 remain on that Step and receive the negotiated longevity and across the board raises as delineated below. No one shall henceforth move on to any of the steps eliminated or move from one eliminated step to another.

(c) Teachers will be eligible for next scheduled unit-wide step movement, provided that they have completed 100 days of actual service in the District prior to that date.

(d) Regular full-time teachers assigned to teach in the District's Cosmetology Program will continue to be paid a stipend of 10% above their base salary as set forth in this Agreement due to the additional hours the teachers work so that their students can complete their licensing requirements.

B. A schedule of hourly rates and stipends with regard to the following activities for each of the contract years is attached hereto and made part hereof: home teaching, adult education; driver education; summer school; extra periods; travel between schools; kindergarten teachers (travel); clubs; cafeteria duty. See Appendix B.

C. PRIOR EXPERIENCE – Credit for previous teaching experience may be granted up to three years. The District may grant more years at its discretion.

D. GRADUATE HOURS

i. Credit for increments based on graduate hours is granted effective September 1 or February 1. For teachers hired after November 1, 1978, MA lateral movement shall be restricted to MA, MA+30 and MA+60.

ii. Approved in-service credits completed prior to September 1, 1993 will be fully counted toward lateral movement on the salary schedule without requiring matching graduate credits. Thereafter the requirement for lateral movement on the salary schedule will be 50% in-service and 50% graduate credits.

iii. No teacher shall move onto any BA column, other than a new hire who may be placed on the BA column (the BA+15, BA+30, BA+45 and BA+60 columns shall be "frozen" and, while any teacher on these columns as of September 1, 1998 may stay on that column, no teacher may thereafter move onto any of these columns).

iv. Pre-approval shall be required of all graduate credits involving on-line or correspondence coursework, courses not requiring seat time, courses offered by institutions that are not accredited, or those offered by institutions not having facilities in New York State. Denial of approval shall not be grievable but the teacher shall have the right to meet with the Assistant Superintendent for Instruction and an LUT representative to have an explanation for the denial of credit.

E. SICK LEAVE – 12 days' sick leave per year cumulative to 180 days plus up to two and one-half years' catastrophic leave without pay.

F. HEALTH PLAN

(a) The District will pay 80% of the premium on behalf of the family and 85% on behalf of the individual. The District shall also pay any increased amounts required by increased premium costs unrelated to the School District's assumption of a large percentage of premium costs. In each case the teacher shall pay for the remaining cost of the insurance premium. Teachers on leave may pay to the District a full-year's premium in advance to maintain coverage.

(b) The District may change health insurance carriers as long as 30 days' notice is given to the LUT prior to the District's communication of its decision to the health insurance carrier. Any new plan must provide the same benefits and the same level of benefits as provided by the State Health Insurance Plan at the time the District provides notice of withdrawal, except that the plan need not have a participating provider benefit.

(c) A teacher who has been in the family plan for at least three years and who is covered by another health insurance policy may give up District coverage entirely or change to individual coverage. Any teacher with individual coverage who is covered by another health insurance policy may give up District coverage at any time. After each full year without District coverage or with reduced coverage, the teacher shall be compensated within 30 days in a gross amount equal to 40% of the premium cost saved by the District, provided that the teacher has coverage other than through the NYSHIP. For all buyouts effective July 1, 2015, the teacher shall be compensated within 30 days in a gross amount of \$2,500 for converting family to individual or no coverage. A teacher may rejoin the District plan at any time subject to the requirements of the carrier. A teacher wishing to reenroll in the NYSHIP prior to the end of the buyout period must provide the District with adequate documentation establishing the teacher's eligibility to reenroll.

The LUT acknowledges that the District will implement NYSHIP Policy Memorandum 122r3, effective January 1, 2016, unless and until it is finally vacated or set aside by a court or other adjudicatory body. In that event, the preexisting terms and conditions of employment affected by NYSHIP Policy Memorandum 122r3 will be reinstated as soon as is permitted by applicable laws, rules and regulations. Also, in that event, effective and retroactive to January 1, 2016, any teacher who, during the 2016 or subsequent calendar year: (i) was eligible for the District's then existing health insurance buyout benefit for that year; and (ii) timely, fully and accurately submitted to the District the required health insurance opt-out documentation; and (iii) subsequently declined Empire Health Insurance Plan coverage through the District's health insurance plan; and (iv) remained otherwise eligible for insurance coverage through the District or through his/her spouse's employer's health insurance plan or his/her own non-District health insurance plan; and (v) did not receive a health insurance buyout payment from either the District or indirectly through his/her spouse's employer or the teacher's other health insurance plan provider; and (vi) due to the District's implementation of NYSHIP Policy Memorandum 122r3 did not receive a buyout payment for that year, will receive a payment in the amount set forth in this Article. Nothing contained in this paragraph will be construed as waiving the rights of the District, LUT or teachers or bargaining unit-represented retirees to

commence or join any litigation challenging NYSHIP Policy Memorandum 122r3 (other than litigation challenging the validity of this Agreement).

G. PAY DAYS – Pay days shall be the 15th and last day of each month. (The last pay day for February and June shall be the last working day of that month.) Payments due during holiday periods (except as noted below) or on weekends shall be paid the last work day prior to the holiday or weekend, provided that no other pay day occurs within five working days thereof. Teachers may elect to be paid in 20 or 24 equal installments. If a teacher elects to be paid in 24 installments, the additional four installments shall be paid on the last pay day of June. Guidance counselors shall be paid for summer employment periodically upon performance of that employment.

The District makes available direct deposit of pay to teachers. For paydays that fall during recess periods of three or more days, payment for all teachers shall be made on the last business day of the pay period regardless of the school calendar or whether teachers are scheduled to report. Teachers not utilizing direct deposit may choose to: pick up their check on that day; provide a self-addressed and stamped envelope for mailing on that day; or pick up their check on a subsequent school day.

Effective May 1, 2015, all teachers will participate in direct deposit of paychecks and provide the relevant bank account information to the District. The District will provide access to electronic and paper paystubs in accordance with applicable law. A teacher who does not have a bank account as of April 15, 2015 will open one by May 1, 2015, even if solely for the purpose of participating in direct deposit of paychecks.

H. VETERAN'S CREDIT – One step for approved U.S. military service for one full year or more.

I. TEACHING ASSISTANTS

The salary schedule in effect on June 30, 2012 will remain in effect on July 1, 2012. The salary schedule in effect on June 30, 2013 will remain in effect on July 1, 2013. The salary schedule in effect on June 30, 2014 will remain in effect on July 1, 2014. Effective July 1, 2015, each step on the salary schedule will be increased by 2% and there will be no step movement. Effective July 1, 2016, each step on the salary schedule will be increased by 0.85% and eligible teaching assistants will move one-half of the next step (to half-step 'A'). Effective July 1, 2017, each step on the salary schedule will be increased by 0.85% and eligible teaching assistants will move to the next full step. Effective July 1, 2018, each step on the salary schedule will be increased by 1.64% and there will be no step movement. Effective June 30, 2019 at 11:59:59 p.m., full step movement will resume for eligible teaching assistants. See Appendix A.

In addition to the foregoing base salaries payable to building teaching assistants, a differential of \$6,500 shall be paid to those assigned as building computer teaching assistants while so assigned.

There shall be an additional \$12,000 differential paid for the position of District-wide computer teaching assistant (in addition to the differential for building computer teaching

assistant (and with the understanding that the District may adjust the differential based upon market conditions should someone be hired into this position).

The District-wide computer teaching assistant shall be an 11 month position.

The work day of secondary teaching assistants shall consist of seven periods plus one break plus lunch.

Upon separation from service of the three present District-wide computer teaching assistants, the District may replace them with no more than three employees holding the Civil Service title of "Network Technician."

A longevity payment of \$1,500 shall be paid to all teaching assistants in their 15th year and above.

A \$500 stipend shall be paid to those teaching assistants with an Associate's Degree from an institution accredited by the State of New York or regional accrediting agency, or 60 college credits. For new college credits beyond six and up to 60, this stipend shall be paid for pre-approved credits when 60 are reached even if no Associate's degree is earned.

J. ALL PART-TIME TEACHERS and regular substitutes shall be placed on the appropriate salary step and be eligible for dental insurance, health insurance, sick leave and personal or business days, all on a prorated basis. After 30 days of continuous teaching, an itinerant substitute will be placed on the salary schedule at the appropriate step. (This is to be accomplished by administrative regulation rather than by contract in that the Agreement does not cover these categories.)

ARTICLE X. HEALTH INSURANCE BENEFITS FOR RETIREES

A. Retirees shall be entitled to the same health insurance benefits upon the same conditions as provided to teachers.

B. Notwithstanding the above, upon retirement, teachers hired after July 1, 1988 shall be entitled to health insurance paid for by the District in the following percentage:

YEARS WORKED IN LEVITTOWN	INDIVIDUAL FAMILY	
10-14	50%	35%
15-19	60%	45%
20-24	70%	60%
25-29	80%	70%
30+	90%	80%

This benefit will only be available as long as those retirees employed prior to July 1, 1988 are entitled to the benefit.

Notwithstanding anything else contained in Article X, the District's maximum contribution towards individual health insurance for all those retiring subsequent to 6/30/09 shall be 85%.

C. An alleged violation of this provision may only be grieved by the LUT.

ARTICLE XI. PAID EXTRA-CURRICULAR ACTIVITIES

Extra-curricular activity sponsors and coaches shall be paid in accordance with Appendix B. The contract rates in effect on June 30, 2012 will remain in effect on July 1, 2012. The contract rates in effect on June 30, 2013 will remain in effect on July 1, 2013. The contract rates in effect on June 30, 2014 will remain in effect on July 1, 2014. Effective July 1, 2015, the contract rates will be increased by 2%. Effective July 1, 2016, the contract rates will be increased by 0.85%. Effective July 1, 2017, the contract rates will be increased by 0.85%. Effective July 1, 2018, the contract rates will be increased by 1.64%. Extra-curricular and coaching activities shall be voluntary. A teacher who accepts such an assignment may withdraw therefrom only upon no less than 45 days' written notice to the principal prior to the commencement of the activity.

ARTICLE XII. ACADEMIC FREEDOM

The District's educational program is keyed to the preparation of students for intelligent and meaningful participation in a democratic society. Academic freedom is essential to the fulfillment of this purpose.

Accordingly, teachers shall have the right to introduce and explore controversial material, provided only that the material and the manner in which it is presented are in good taste, appropriate to grade level, and relevant to course content.

The continuation of student-teacher training programs, High School student-teaching intern programs, and citizen volunteer aid enhance the learning process for children. Accordingly, teachers may accept the participation of these individuals.

Should a problem arise relating to the assignment of any pupil interns, student-teacher, or volunteer, the LUT may bring this to the attention of the Superintendent, who shall resolve it promptly.

ARTICLE XIII. SCHOOL CALENDAR

The calendar for the seven school years pursuant to this Agreement shall be determined by the Board after consultation with LUT. The calendars shall require not more than 183 days. Notwithstanding the foregoing, an additional teacher orientation day may be scheduled. Elementary pupils shall report for one hour on the last day of school.

The first day of school shall be a full work day for the professional staff.

The school calendar of 183 days shall include two snow days. If one or both of the snow days are not used, the Board shall set aside one unused snow day as a holiday, the date to be determined in consultation with the LUT.

The school year for guidance counselors shall begin September 1 and end June 30.

A. Guidance counselors will receive a differential effective as follows:

July 1, 2012	\$1,760
July 1, 2013	\$1,760
July 1, 2014	\$1,760
July 1, 2015	\$1,795
July 1, 2016	\$1,810
July 1, 2017	\$1,825
July 1, 2018	\$1,855

B. Guidance counselors will work up to six late schedules each year based upon the number of hours in their regular work day, or six evening programs in addition to the regular work day in which circumstance they will be given compensatory time within the school year to be mutually agreed to with the building principal.

ARTICLE XIV. WORK DAY

A. Teachers shall report to their school office 10 minutes prior to pupil attendance time and must report to their duty station or to their rooms no more than seven minutes prior to pupil attendance time. Teachers shall remain 10 minutes after pupil dismissal. This time shall not be counted as instruction or teaching time. The foregoing shall not apply to guidance counselors, who may be required to remain up to 45 minutes after pupil dismissal if their services are needed. In addition, teachers may be required to work an additional 20 hours per school year for professional meetings, or conferences, and/or help to pupils.

1. The total High School day, consisting of eight or nine periods, inclusive of all teaching, duty, lunch and homeroom periods, shall not exceed six hours and 58 minutes. The total Middle School day, consisting of eight or nine periods, inclusive of all teaching, duty, lunch, professional duties and homeroom periods, shall not exceed six hours and 58 minutes. The elementary day shall not exceed six hours and 18 minutes.

2. **Professional Development.** Elementary teachers may be required to work an additional five hours (25 total) per school year for professional meetings or conferences and/or help to pupils. Effective July 1, 2018, elementary teachers may be required to work an additional five hours (30 total) per school year for professional meetings or conferences and/or help to pupils. These additional five hours may be completed in the morning.

B. In the Middle School, the District can either increase the length of each period within the present eight period day or establish nine periods of equal length. In the High School, the District can maintain the eight period day or establish nine periods of equal length, within the six

hour and 58 minute day. If a nine period day is established, all teachers will teach five periods daily except as otherwise agreed to, plus an additional period to be utilized for one of the following purposes:

- student conferences at the teacher's discretion
- parent conferences
- consultation with support staff
- follow-up on mainstreamed students with colleagues
- individual tutoring at the teacher's discretion
- team planning
- general planning
- peer coaching
- individual work on District instructional strategies
- participation in CSE and IST meeting and professional development no more than 10 times per quarter

C. The District will endeavor to use printed messages when in its judgment printed messages can avoid holding unnecessary faculty or departmental meetings. Teachers will check their email once a day for District communications. The District shall post a copy of all general time-sensitive communications in the main office of each school building. The District shall provide all teachers with access to an operable computer throughout the school day.

D. The District and the LUT recognize that varying learning needs of children result in the necessity for additional instruction outside regular school hours. The parties recognize the responsibility of teachers to furnish such instructional assistance. The LUT agrees to encourage teachers to meet this obligation.

Extra Help. Effective July 1, 2015, secondary teachers will also be responsible for providing one consecutive 30 minute block per week of extra help to their students, either before the teacher's reporting time as set forth in Article XIV(A) or after the end of the period following student dismissal as set forth in Article XIV(A), on available days of the week as chosen by the teacher in consultation with the teacher's immediate supervisor or designee. The days will be posted in the teacher's classroom and/or work area, by no later than the start of each marking period and will remain in effect throughout that marking period. Necessary changes to the posted schedule may be made by the teacher, provided that sufficient prior notice is given to the students and the teacher's immediate supervisor or designee. Additional extra help may be offered at the teacher's discretion.

E. The parties recognize that PTA, back-to-school night, open-house and other evening District-sponsored activities are an important part of the school program. Accordingly, all teachers shall be required to attend Back-to-School Night. Any absences from Back-to-School Night shall be approved in advance by the principal, who shall schedule a suitable make-up night should a substantial number of parents request a meeting.

F. One half-day period shall be made available to elementary teachers for the purpose of parent-teacher conferences. Teachers shall also conduct parent-teacher conferences on a

different day in which their work shall be shifted to commence at 2:00 p.m. and end at 8:18 p.m. with prep and lunch. Any parent-teacher conferences not completed during this time shall be completed on the teacher's own time as is currently the custom.

G. The District will endeavor to avoid classroom interruptions that do not serve the District's educational policies and practices.

H. Variable Hours – Teachers who agree to these assignments may be assigned to their regular duties for the appropriate number of consecutive hours between 7:00 a.m. and 6:00 p.m.

I. When department curriculum meetings are held on school time, substitutes shall be provided as necessary.

J. Elementary Work Year. Effective July 1, 2015, within the last five school days of the school year, but not on the last day of school, elementary teachers will be afforded one half school day for the purposes of completing paperwork or other clerical/non-instructional activities.

ARTICLE XV. WORKING LOAD

I. SECONDARY TEACHERS

A. Academic and Sixth Grade Classroom Teachers

1. The number of daily periods of classroom instruction shall not exceed the equivalent of five periods, not to exceed 47 minutes each.

2. The ordinary assignment for a teacher shall include one administrative or duty period each day.

3. Assignments in accordance with 1 and 2 above shall equal six periods daily.

4. Secondary teachers of English, Social Studies, Mathematics and Science should have no more than three separate grade level and/or track preparations daily, where possible, effective at the close of the first marking period. The Board shall endeavor to further reduce the number of separation preparations to two, where possible.

5. Full-time secondary teachers who teach less than five classes will be expected to assume duty assignments for the number of periods less than five classes.

B. Special Subject Teachers

Art, Music, Remedial Reading, Speech, Family and Consumer Science and Technology teachers shall be assigned either six teaching periods each day, or five teaching periods and one

administrative or duty period each day. Any teacher assigned the 6th period of teaching in lieu of a duty period shall be assigned a maximum of 110 pupils daily. Pupil load of music teachers is computed assuming performing groups each contain 35 pupils even though more may be enrolled.

C. Teachers assigned to cafeteria duty during student lunch periods shall be paid in accordance with Appendix B. In selecting a teacher, the principal shall give priority to those teachers who volunteer for the assignment. If, however, in his/her opinion there is not a volunteer suitable for the assignment he/she may assign the duty to a suitable teacher.

D. The foregoing teachers shall be assigned one full period for lunch each day which shall not be varied or reduced to less than 40 minutes, and one period each day for preparation.

E. Where, on a voluntary basis, secondary teachers accept teaching assignments in lieu of said preparation period, they shall receive additional compensation in accordance with Appendix B per 43 minute period. The rate of pay for long-term (over two weeks) emergency teaching assignments, as described above, shall be at an additional one-sixth of the annual salary prorated in accordance with the length of the assignment or in accordance with Appendix B per period, whichever is the greater.

F. Teachers will not be required to collect banking or Red Cross monies.

G. From among those who volunteer, secondary teachers may be assigned tutorial duty at the discretion of the principal and in lieu of the regular duty assignment. This tutorial assignment shall be limited to working with students regularly assigned to the teacher who may be free during the duty period and who may be in need of additional help, make-up work, special attention, or the like.

H. Except as it may be necessary for proper supervision of pupils, study halls will not be scheduled during the first and last period of the secondary day.

I. Teachers who accept an assignment to stay for detention that requires the teacher to extend the end of the regular school day shall be paid for the extended portion of the school day at the rate in accordance with Appendix B for each 45 minutes.

J. If temperature in a classroom remains below 60 degrees Fahrenheit for more than 60 minutes, children shall be moved from that classroom to a warmer environment.

K. Secondary Special Education teachers shall teach six periods and shall be assigned one prep period and one lunch period daily for a total of eight periods. If a nine period day is implemented at the Middle School and/or the High School, the additional period will be as outlined in Article XIV Section B. Secondary Special Education teachers may be required to teach six periods and, if so, shall receive the "extra period rate" for the sixth period. Pay for this assignment for the full year shall be "the extra period rate" multiplied by 200.

L. Ordinarily, depending on conditions involved, special subject teachers shall be permitted 15 to 30 minutes for travel between buildings.

M. Teachers who are regularly assigned at least once a week to travel between two or more buildings on the same day shall be given a mileage stipend in accordance with Appendix B.

N. In addition to the traditional use of prep, the District reserves the right to assign teachers to half-day or full day staff development sessions up to a maximum of nine times per year without rescheduling or paying for preps missed during the sessions.

II. ELEMENTARY TEACHERS

A. Teachers of Grades K-5 shall teach six hours and 18 minutes daily. Teachers of Grades 1 through 5 – one 42 minute prep period per day. Full-day Kindergarten teachers – either two 21 minute prep periods per day or one 42 minute prep period per day.

Special subject teachers shall be assigned 28 hours and 10 minutes of teaching, travel between buildings and passing time between classes each week. They shall be assigned one 42 minute prep period per day to be deducted from the 28 hours and 10 minutes. Ordinarily, depending upon conditions involved, five to 10 minutes shall be assigned for passing between classes, and 15 to 30 minutes for travel between buildings.

The regular schedule of elementary special subject teachers; e.g., phys. ed., music, art and library, shall not consist of more than one regular class or one special education class per teacher per period. This does not preclude mainstreaming of special education children in accordance with their IEP's or the formation of performing groups.

All elementary teachers shall have a duty-free, full lunch period that shall not be varied or reduced to less than 40 minutes.

Teachers who are regularly assigned at least once a week to travel between two or more buildings on the same day shall be given a mileage stipend in accordance with Appendix B.

B. Any elementary classroom teacher who is deprived involuntarily of a scheduled prep period through no fault of his/her own shall be compensated at the rate in accordance with Appendix B per 42 minute prep period. This shall not apply when prep periods are rescheduled within one week.

In addition to the traditional use of prep, the District reserves the right to assign teachers to half-day or full day staff development sessions up to a maximum of nine times per year without rescheduling or paying for preps missed during the sessions.

C. Teachers will not be required to collect banking or Red Cross monies or to fill out headings on pupil forms.

D. If temperature in a classroom remains below 60 degrees Fahrenheit for more than 60 minutes, children shall be moved from that classroom to a warmer environment.

E. Elementary teachers who accept an assignment to stay for detention that requires the teacher to extend the end of the teacher's regular school day shall be paid for the extended portion of the school day at the rate in accordance with Appendix B for each 45 minutes.

III. Except in an emergency when a principal is called away from a school building, his or her duties will not be delegated to any teacher.

IV. During the life of this Agreement, no teacher shall be furloughed. A furlough shall be defined as an involuntary temporary break in service without pay. This section does not apply to a suspension in connection with Education Law Section 3020-a.

V. Effective April 15, 2015, prep periods will not be used for personal, non-school related activities.

ARTICLE XVI. CLASS SIZE

The Board shall adhere to its class size guidelines set forth in Appendix C when existing, fully equipped classrooms located in the school building where guidelines are exceeded are not being utilized. The foregoing shall in no way preclude innovative or other programs involving larger class groups, provided that in groupings or regroupings of students the ratio of professional staff to students shall maintain the prescribed guidelines. Observance of guidelines shall commence as of the 15th of October. Half-year secondary courses in the spring term shall be balanced by March 1st. Any classes organized to comply with guidelines as of these dates shall not be subject to change based either upon withdrawal of pupils or addition of pupils. Any pupils enrolled after the October 15th date or March 1st date above set forth shall be assigned in a manner which will maintain balance within grade level.

ARTICLE XVII. TEACHER EVALUATIONS, PROBATIONARY AND TENURE APPOINTMENTS

A. Evaluation of teachers shall be conducted openly and with the full knowledge of the teacher, and shall include appropriate suggestions for improvement.

B. A teacher may be accompanied by an LUT representative at any meeting, interview or hearing at which the teacher may be formally reprimanded, warned or disciplined.

C. For probationary teachers, a conference shall be held between the observer and observed prior to the submission of the "Observation Report." The conference shall be held within two days of the observation, except in the case of absence of either party or when there is mutual agreement on a postponement.

D. For tenured teachers, a conference shall be held regarding an observation when requested by either the observed or the observer. The conference shall be held within two days of the

observation and prior to the submission of the final "Observation Report," except in the case of absence of either party or when there is a mutual agreement on a postponement.

E. Conferences in connection with observations (in C and D above) shall not be credited toward the 20 hours-per-school-year requirement set forth in Article XIV(A).

F. Space shall be provided for teachers to sign the "Observation Report" to indicate receipt and perusal of same, but not approval or disapproval. A written reaction may be appended to the final copy of the "Observation Report," which shall be filed at the Central Office and distributed to personnel who normally receive copies of the "Observation Report." Teachers may request the involvement of the Assistant Superintendent who may, at his/her discretion, involve an appropriate administrative staff member.

G. District policy and regulations concerning complaints shall be made part of the Agreement. District policy concerning anonymous complaints shall also be made part of the Agreement.

H. 1. Teachers shall have the right to review their official personnel files at any time, to make copies of the material therein and to append remarks to any comments in the files in the presence of a supervisor. No files shall be kept in the teacher's building except copies of what has been forwarded to the central personnel files and records pertaining to a teacher's attendance. Complaints respecting a teacher which are to go into his/her file shall be brought to the teacher's attention within a reasonable period of time after the complaint is received.

2. The personnel files shall include all observations, evaluations, letters, memos and other documents pertaining to the teacher's conduct, service, character, and personally written by administrators and supervisors. Privileged information, including confidential credentials and related personal references from outside the District, shall not be subject to examination.

3. No material may be added to the files that is or might be derogatory (except for privileged information as noted in "2" above) unless the teacher has had an opportunity to read the material and to affix his/her signature to it, and to append remarks to it. His/her signature shall not necessarily indicate approval or agreement, but may merely signify that he/she has seen the document.

4. The right to append remarks disagreeing with any document in a teacher's file (except for privileged information as noted in "2" above) shall include the right to grieve or arbitrate over the inclusion of any unjust or erroneous material in a teacher's file, exclusive of formal observations or evaluations of the teacher's performance.

I. The Superintendent shall make recommendations regarding tenure status for probationary teachers, and shall inform the teacher and the Board of the Superintendent's recommendations by the first Board meeting in April of the last probationary year. The Board shall grant or deny tenure within two months of the Superintendent's recommendation. Other probationary teachers scheduled for termination shall be so notified by March 1. Where a probationary period does not coincide with the normal school year, a proportionate time schedule shall be employed.

ARTICLE XVIII. FAIR DISMISSAL

Fifteen days prior to the date on which the Superintendent is required to give a Fair Dismissal notice, the Superintendent or designee shall invite the teacher to whom the notice may be given to talk with the Superintendent or designee, and the teacher may bring his/her LUT representative to the meeting. In the event that the teacher is completing the third year of his/her service, the LUT may require that those responsible for evaluating the teacher attend the meeting.

ARTICLE XIX. ASSIGNMENTS AND TRANSFERS

- A. Teachers desiring a change in grade or subject assignment, or who wish to transfer to another building, shall deliver a written request therefore to the Assistant Superintendent for Personnel no later than March 15. These requests shall include the grade, subject and school desired, and may or may not be related to specific vacancies.
- B. The master schedule shall be posted in each building on the first day of school.
- C. Assignments shall be made by the Superintendent on the basis of his/her judgment of District needs and of providing optimum program for pupils.

ARTICLE XX. PROMOTIONS

All openings for promotional positions and other positions paying a salary differential shall be publicized to the entire staff through the Personnel Bulletin 12 months a year, and all qualified applicants shall be given adequate opportunity to make application for the position.

It shall continue to be the guiding philosophy that the interests of the school system are best served by obtaining the most qualified person available to fill each position. When, in the opinion of the Superintendent of Schools, all factors are substantially equal, preference will be given to qualified applicants already employed in the District, and each applicant not selected will receive written notification of Board action.

ARTICLE XXI. LEAVES

- A. Teachers shall be entitled to the following leaves of absence:
 - I. Personal Business

Five days' leave with full pay shall be granted each year upon prior written request to transact personal business that may not be transacted except on a work day for the following reasons:

- a. Religious Holiday
- b. Illness in the immediate family*
- c. Marriage

- d. Necessary court appearance (other than jury duty)
- e. Home title closing
- f. Moving
- g. Death of immediate family* member

*"immediate family" means spouse, parent, child, brother or sister.

Effective July 1, 2015, the first three of these days will be granted to transact personal business that cannot be transacted except on a work day, without the necessity of the requesting teacher having to specify the reason for the leave.

Personal business leave for reasons other than those listed may be taken only upon prior written approval of the Superintendent. Under no circumstances may personal leave be used for political demonstrations, symbolic expressions of views or participation in protests. Personal leave shall not be used for recreation or vacation or for other employment. Unused personal business leave may be credited as accumulated sick leave under paragraph 4 (a).

2. School-Connected Legal Proceeding

Leave with full pay shall be granted for necessary court appearances in proceedings connected with the school system.

3. Jury Duty

Leave with full pay shall be granted for jury duty on city, county, state or federal juries. The check for jury duty pay shall be endorsed to the District and delivered to it.

4. Sick Leave

(a) Short Term

Twelve days' sick leave with sick benefits equal to full pay shall be granted each school year for personal illness. Routine health and dental examinations and other procedures that may be attended to during non-working time shall not be deemed personal illness. Sick leave may be extended by the Board for prolonged illness, but without pay of the sick benefit except as set forth in paragraph (b) below. Upon return from extended sick leave, a teacher shall be assigned to the same position if available, or, if not available, to the closest equivalent position available. Sick leave shall accumulate up to a maximum of 180 days.

The following are some examples of sick leave abuse, which is considered misconduct:

Use of sick leave for:

- (1) Vacation/travel
- (2) Recreational activities

- (3) Personal activities
- (4) Paid employment

(b) Long Term

A teacher absent because of injury arising out of and in the course of employment shall be granted sick leave with sick benefits equal to full pay that shall not exceed his/her accumulated sick leave. Money received by a teacher as workers' compensation shall not be reimbursed to the District. If the District should be reimbursed directly by the Workers Compensation Board, the money shall be converted into unused days of sick leave and credited to accumulated sick leave.

(c) A leave of absence without pay or salary increment of up to one year for the purpose of caring for a sick member of the immediate family or for care of a dependent child will be granted where required, in the event of death of spouse. Additional leave may be granted at the discretion of the Superintendent.

(d) The Board may require, upon recommendation of the Superintendent, that a teacher submit to a medical or psychological examination by a qualified specialist chosen by the District, at its expense, to determine if sick leave is warranted. The Board may also require, at District expense, upon recommendation of the Superintendent, an examination by a qualified specialist of its choice in the event of illness exceeding five consecutive working days, or in the event of recurring illness.

The teacher may veto the Superintendent's first choice of the qualified specialist.

(e) The Superintendent may require, as a condition of returning to work after illness, that a teacher submit a physician's statement certifying readiness to return to work without hazard to the health or safety of students or staff.

(f) Attendance Committee: The District and the LUT shall each designate three members who will serve on a Special Committee that shall consider ways to curb attendance abuse. The parties shall use their best efforts to make this a productive and meaningful committee.

5. Conferences of Professional Organizations

The Superintendent may approve time off with full pay for representatives of professional organizations while attending conferences or conventions. If approved, this time off shall not be charged as business days pursuant to paragraph A(1) above. Representatives shall not, however, be reimbursed their expenses.

6. Educational Visitation

Educational visitations may be granted to teachers upon their written request, at the discretion of the Superintendent. When granted, visitations shall be with pay and shall not be charged against leave days.

7. Military Leave

(a) Military leave shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from leave, he/she shall be placed on the salary schedule at the level he/she would have achieved had he /she remained actively employed in the system during the period of his/her absence, up to a maximum of two years.

(b) A teacher ordered to military duty (not including induction or enlistment) shall be paid, while performing that duty, the difference between his/her salary and the military compensation received. The payment shall be for a maximum period of 30 days in any single calendar year, and not exceeding (3) days in any one continuous period of duty.

8. Child Care Leave

A pregnant teacher may teach as long as she is physically able. A child care or childrearing leave, including child care and child raising of up to two years, shall be granted at the teacher's request without pay. A requested return from leave beyond any period of disability will be only at the beginning of the school year or upon any other date mutually agreed upon. Paid sick leave shall apply to a disability incurred as a result of pregnancy or childbirth. Reason for leave shall include adoption or paternity, as well as maternity.

9. Study, Research, Special Assignment

The Superintendent may approve a leave of absence of up to one year without pay or salary increment for study related to the licensed field, or to meet eligibility requirements for an additional professional license; or study, research, or other special assignment advantageous to the school system.

10. Professional Organization Leave

Leave shall be granted, without pay, up to one year for the purpose of accepting a position with a professional organization such as the New York State United Teachers, the AFT or a state or national subject area organization. No more than two leaves shall be outstanding at any time.

11. Leaves, General

(a) Other leaves of absence including, but not limited to, leaves for sickness in family, without pay may be granted or extended, upon the Superintendent's recommendation, by the Board at its discretion.

(b) Applications for a leave shall be in writing, except in an emergency. Teachers intending to apply for leave shall notify their building principal at the earliest opportunity.

(c) No compensation shall be paid and no benefits shall accrue during a leave, except as otherwise expressly set forth in this Article.

(d) A teacher on an unpaid leave of absence shall have the right to continue the District Group Insurance programs, provided he/she makes advance annual lump sum payments for the programs by September 15th of each year of leave.

ARTICLE XXII. PART-TIME AND SUMMER EMPLOYMENT

A. Vacancies shall be filled from among the full-time employees of the District unless, in the judgment of the Superintendent, a more qualified person is available from outside the District.

B. A teacher employed in one particular part-time or summer program for at least three consecutive years may be granted leave without pay for up to one year with right of reinstatement the following year, provided the requests for leave and reinstatement are received in writing by the Assistant Superintendent for Personnel at least 90 days prior to commencement of the program.

C. Part-time and summer school teachers shall be paid in accordance with Appendix B.

D. Senior High School Guidance Counselors shall be employed a minimum of 11 days during the summer. Middle School Guidance Counselors shall be employed a minimum of eight working days during the summer.

ARTICLE XXIII. SELECTION OF TEXTBOOK AND INSTRUCTIONAL MATERIAL

The Board recognizes that properly selected textbooks and other instructional material are of paramount importance to effective teaching because, in our democratic society, it is imperative that future citizens be exposed to material selected from a variety of sources and covering diverse viewpoints. The Board also recognizes that the professional staff plays a central role in proper selection of these materials, and encourages involvement of teachers, librarians, administrators and committees organized by the Instructional Advisory Council. Citizens in the community are also encouraged to recommend material.

The Board shall, consistent with budgetary considerations, select textbooks and other instructional material upon recommendation of the professional staff.

ARTICLE XXIV. TEACHERS' CENTER OF LEVITTOWN

The Board of Education recognizes and encourages the rights of teachers to design and oversee their own professional development through the Teachers' Center of Levittown, as long

as the State Education Department continues to fund the Center. In addition, if it is the decision of the Policy Board of the Teachers' Center to employ a teacher as a full-time Director, the Board of Education will agree to place that teacher on special assignment. The Board of Education may deny the appointment of any teacher where it is in the best interest of the School District, in the judgment of the Board of Education. The teacher will continue to accrue seniority in the appropriate tenure area and will be entitled to the same rights and conditions of employment as other teachers.

The Board will continue to provide to the Teachers' Center accommodations as may be available for use as a Center for all teachers. The Center shall be used for some course meetings and to house things of particular interest to teachers, including equipment, curriculum materials and a professional library. Rooms in other school buildings throughout the District may be made available without charge for course and activities where necessary or desirable.

The Policy Board may recommend to the Superintendent that appropriate Center courses and activities be approved for teachers to receive, upon satisfactory completion, full or partial unit of credit toward salary increments. The decision of the Superintendent will be final. The content of these courses will be consistent with those offered for University credit (approximate University standards for class or lecture time, reading assignments, and/or other appropriate activities).

ARTICLE XXV. STATE ABOLITION OF TENURE

In the event the New York State Legislature abolishes tenure rights for teachers, no teacher who theretofore had tenure shall be disciplined or dismissed without just cause.

ARTICLE XXVI. EDUCATIONAL PROGRAMS COMMITTEE

In the event that either the Administration or the teachers desire to undertake any experimental program or course, or any program not previously used in the District in curriculum, teaching methods and organizations, the Superintendent and LUT officers shall meet and discuss the program. If the program merits further exploration, they shall establish a committee for the purpose of investigating and evaluating recommendations. This shall not include a course or program previously given at BOCES or in the District.

The committee shall consist of four members appointed by the LUT and four members appointed by the Superintendent. The committee shall be chaired by the Assistant Superintendent for Instruction, who shall not vote.

The committee may, where appropriate, invite representative parents, and representative students to join the committee and to participate.

Within 90 days of the first meeting, the committee shall render its written recommendation to the Superintendent, who shall, within 30 days, give his/her written reaction to the committee's recommendation.

The committee shall, as part of all reports, recommend a structured evaluation mechanism.

ARTICLE XXVII. PLANT AND FACILITIES ECOLOGY PROVISION

In recognition of the necessity for teaching respect for public and private property, as well as the need for improving ecological awareness, it is appropriate that students in school assume responsibilities for policing up areas of student occupation including classrooms, cafeterias, special purpose rooms, playgrounds, other common areas and the like. Accordingly, before the end of each period, a short portion of time shall be set aside by the teacher, who shall direct the cleaning up and picking up activities.

It shall be the duty of the Administration in each building to promulgate appropriate regulations, to assist the teachers in enforcing those regulations and to take appropriate steps to assure cooperation on the part of the student body.

ARTICLE XXVIII. ASSAULT ON TEACHERS

An assaulted teacher who desires investigation or action respecting an incident shall submit a signed report within 10 days of any assault suffered by the teacher in connection with the teacher's employment, and submit the report to the Superintendent. Upon request of the assaulted teacher, the Attorney for the School District shall inform the teacher of his/her rights pursuant to the law.

ARTICLE XXIX. SPECIAL EDUCATION

- A. 1. A teacher suspecting that a child has a disability, or that the current program or placement of a classified child is inappropriate, may submit a written referral to the building CSE through the building principal.
- 2. The referral will be processed according to the law.
- 3. If not satisfied with the determination, the teacher who made the referral may request the District CSE to review the entire matter.

B. LEVITTOWN COMMITTEE ON SPECIAL EDUCATION

The Levittown Committee on Special Education shall be established and shall include the Coordinator of Special Education, chief psychologist, consulting psychiatrist, and appropriate school psychologists. The Superintendent shall appoint the Chairperson of this committee. This committee shall meet once a month. The rest of the committee personnel may include the sending classroom teacher or teachers and may include the sending principal, the special project or class teacher, and the social worker, the nurse, the speech teacher, the counselor, the pediatrician and a neurologist, as needed.

ARTICLE XXX. GRIEVANCE AND ARBITRATION

The parties declare it to be their objective to encourage fair and prompt resolution of complaints as they arise and to provide for orderly procedures for the satisfactory adjustment of complaints.

A. Disputes, complaints, controversies, or grievances that there has been a violation of the terms of this Agreement shall be processed as follows:

STEP I

An informal conference shall be held between the grievant and the person or persons complained against within three working days of the assertion of the grievance. A decision of the grievance shall be communicated to the grievant within four working days of the conference.

STEP II

If the grievance is not resolved at Step I, the aggrieved may, within three working days of receipt of the Step I decision, appeal to the building principal, or area administrator where there is no principal, by submitting the grievance to the principal or administrator in writing on the District grievance form together with all other relevant data.

The principal or area administrator shall confer with the grievant within three working days of receipt of the written grievance and the relevant data. He/she shall note this decision on the grievance form and return the form to the grievant within four working days of the conference.

STEP III

If the grievance is not resolved at Step II, the aggrieved may appeal to the Superintendent by submitting the written grievance to the Superintendent together with relevant data within three working days of receipt of the Step II decision. The Superintendent or his/her designee shall confer with the grievant within three working days of receipt of the written grievance and the relevant data. The Superintendent shall note his/her decision on the grievance form and return the form to the grievant within six working days of the conference.

STEP IV

A. If the grievance is not resolved at Step III, the LUT may, within five working days of receipt of the Step III decision, notify the Superintendent in writing of its intention to submit the grievance to arbitration. If the parties fail to agree upon an arbitrator within three working days then, upon request of either party, the American Arbitration Association shall designate an arbitrator who is familiar with school problems. Both the designation of the arbitrator and the arbitration proceedings shall be conducted in accordance with the applicable rules of the American Arbitration Association. The arbitrator shall submit his/her decision or award in writing within 30 days after conclusion of the hearing. Copies of the decision shall be sent to the

LUT, the Superintendent and the Board. The decision or award of the arbitrator shall be final and binding. The cost of arbitration shall be shared 50% by the Board and 50% by the LUT.

The arbitrator shall have jurisdiction and authority to decide whether the provisions of the Agreement have been complied with. The arbitrator shall not have jurisdiction or authority to add to, subtract from or alter in any way the provisions of this Agreement.

B. Conferences and hearings held hereunder shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Conferences or hearings shall be held during non-working hours wherever possible. If conferences or hearings should be held during working hours, persons entitled to participate shall be excused without loss of pay, and there shall be no interference with the instructional program.

C. A grievance shall be asserted at the applicable first step within 30 days of the occurrence of the act complained of. Failure to assert a grievance at the first step within this 30 days shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first three steps in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. The parties may, by mutual written agreement, extend the specified time limits.

D. Steps in the grievance procedure may be bypassed where the position of the person complained against makes a particular step inapplicable; e.g., a complaint against a supervisor, shall be initiated at Step III with the Superintendent.

E. While a grievant may be represented by the LUT at any or all steps in the grievance procedure, nothing contained in this Agreement shall be construed as preventing any individual teacher from himself/herself presenting or processing a grievance except to arbitration. An employee shall not be denied his/her rights pursuant to Section 15 of the New York Civil Rights Law, the State Education Law or applicable Civil Service Laws and Regulations.

F. The LUT shall have the right to initiate or appeal a grievance subject to the rights of the grievant set forth in Paragraph E. This grievance shall be initiated with the appropriate principal or area administrator under Step II or at Step III as set forth in Paragraph D.

G. Nothing contained in this Article shall apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of Law; or (2) the Board of Education is without authority to act.

The LUT shall be furnished copies of all written grievances and responses to same filed at any level.

ARTICLE XXXI. NO-STRIKE PLEDGE

The LUT and the District recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The LUT and the District subscribe to the principle that differences shall be resolved by peaceful, appropriate means without interruption of the school program. The LUT, therefore, agrees that there shall be no strike, work stoppage, or other concerted refusal to perform work by teachers. Nor shall the LUT encourage, instigate, or condone the same.

ARTICLE XXXII. STANDARDS OF BEHAVIOR

The Superintendent shall designate an equal number of teachers, administrators, and students to propose to the Superintendent standards of behavior for a non-disruptive educational atmosphere. Once a procedure is adopted, a teacher may utilize the contractual grievance procedure with respect to any claimed non-compliance with the adopted standards. The grievance, and any arbitration resulting therefrom, shall be limited to the issue of whether there has been compliance with the standards. The standards may be amended or changed by the Superintendent after consultation with the LUT.

ARTICLE XXXIII. BARGAINING AGENT RIGHTS

- A. The LUT shall have the right to sponsor courses for salary increments that meet the necessary standards for in-service courses. This right shall extend to college-credit courses.
- B. The LUT shall be provided with 40 non-chargeable days for conferences, conventions, and legislative lobbying for all union business.

ARTICLE XXXIV. SUPPLEMENTAL BENEFITS FUND

- A. The Supplemental Benefits Fund will not offer prepaid legal services.
- B. On or before January 31 of each year, the Trustees of the Fund shall provide the District with a copy of the annual financial statements of the Fund, as audited by its certified public accounting firm, for the fiscal year ending August 31 of the prior year, and on or before April 15 of each year the Trustee of the Fund shall provide the District with the Fund's unaudited, semi-annual report on income and expenses for the first half of that fiscal year.
- C. The District's contribution in effect on June 30, 2012 will remain in effect on July 1, 2012. The contribution in effect on June 30, 2013 will remain in effect on July 1, 2013. The contribution in effect on June 30, 2014 will remain in effect on July 1, 2014. Effective July 1, 2015, the contribution will be increased by 2%. Effective July 1, 2016, the contribution will be increased by 0.85%. Effective July 1, 2017, the contribution will be increased by 0.85%. Effective July 1, 2018, the contribution will be increased by 1.64%.
- D. Should any dispute arise between the LUT and the District concerning these payments, the dispute shall be submitted to arbitration.

E. The Trustees of the Supplemental Benefits Fund shall be appointed by the LUT.

ARTICLE XXXV. COMPETENCY-BASED TEACHER EDUCATION

If the District sets up a committee to involve participation in any CBTE consortium, there shall be union representation equal to that of any other group on any the committee.

**ARTICLE XXXVI. BOARD AND DISTRICT
POLICIES, PRACTICES AND REGULATIONS**

All District policies, practices and regulations presently in effect or hereafter promulgated by the Board or Superintendent that are not expressly supplanted by the terms of this Agreement shall remain in effect. If, however, any policy, practice, or regulation is inconsistent with the express terms of this Agreement, the terms of this Agreement shall control to the extent inconsistent.

Should the Board or the Superintendent consider changing, adding, or deleting policies, practices, or regulations that have a direct effect upon the terms and conditions of employment of teachers then, unless it is not reasonably practicable, the LUT shall receive written notice thereof at least five days prior to the date when the same is scheduled to be formally acted upon. Upon written request of the LUT, and unless it is not reasonably practicable, the Board or Superintendent shall meet and consult with the LUT before taking action thereon.

**ARTICLE XXXVII. PROCEDURE FOR NEGOTIATING
NEXT AGREEMENT**

The parties agree to enter into good faith negotiations for a new agreement no later than February 1, 2019. These negotiations shall include an exchange and exploration of pertinent ideas, proposals and supporting data.

Each side shall make available to the other relevant data within its possession (other than confidential or privileged information). The Board shall promptly supply the LUT with a copy of the tentative budget for the next fiscal year.

Negotiations shall be held during non-working hours wherever possible. If negotiations should be held during working hours, persons who participate shall be excused without loss of pay, and there shall be no interference with the instructional program. The parties may utilize consultants to aid in negotiations.

ARTICLE XXXVIII. CONFORMITY TO LAW-SAVING CLAUSE

A. If any provision of this Agreement shall be held contrary to law, then it shall not be applicable or performed or enforced except to the extent permitted by law. The parties shall endeavor to negotiate a substitute provision or benefit to retain the equities of the original provision, if possible. These negotiations shall commence as soon as the parties learn that a

provision is or shall become unlawful. The failure of the parties to reach agreement on a substitute provision or benefit shall not be subject to arbitration.

B. If any provision of this Agreement or the application of the provision to any persons or circumstances shall be held invalid, the remainder of this Agreement, or the application of the provision to other persons or circumstances, shall not be affected thereby.

**ARTICLE XXXIX. LEGISLATIVE ACTION
REQUIRED FOR IMPLEMENTATION (PURSUANT
TO SECTION 204-a OF TAYLOR LAW)**

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION
OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS
IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE
ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE
APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

ARTICLE XL. DURATION

This Agreement shall be effective as of July 1, 2012 and shall continue in effect through June 30, 2019.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed the day and year first above written.

LEVITTOWN U.F.S.D.

BY: Tom McDonald
Superintendent of Schools

LEVITTOWN UNITED TEACHERS

BY: J. F. Cause

WITNESSED BY:

Debbie Stearn

APPENDIX A
Teachers' Salary Schedules

LUT Salary Schedule 2012-2013

Step	BA	MA	MA+30	MA+60	PHD
1	58,760	68,016	72,744	77,421	79,944
2	60,826	70,346	75,202	79,856	82,519
3	63,655	73,628	78,691	83,479	86,134
4	66,222	76,266	81,455	85,925	88,627
5	68,342	78,775	83,774	88,435	91,448
6	70,663	81,586	86,762	91,548	94,197
7	72,664	82,584	87,436	92,204	95,719
8	75,115	85,357	90,368	96,083	98,961
9	77,041	88,787	93,770	98,453	102,897
10	78,897	91,484	96,593	101,796	105,775
11	80,167	95,065	100,099	105,135	109,158
12	82,196	97,675	103,008	108,648	111,997
13	84,357	100,973	106,967	112,137	115,509
14	87,006	105,346	110,391	116,073	119,547
15	89,207	108,313	113,886	119,367	121,769
16	92,247	109,838	116,274	121,021	123,665
17	92,247	110,863	116,274	122,351	124,008
18	93,145	111,999	117,137	122,523	125,479
19	93,381	112,132	118,310	123,768	125,479
20	97,146	115,873	120,865	127,302	129,308

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

33		117,122	122,828	128,940	130,804
34		117,122	122,828	128,940	130,804
35		117,122	122,828	128,940	130,804
36		117,122	122,828	128,940	130,804
37		117,122	122,828	128,940	130,804

Longevity Payment of \$500 for all Teachers one year after step 20 and \$1,500 additional, five years after step 20.

LUT Salary Schedule 2013-2014

Step	BA	MA	MA+30	MA+60	PHD
1	58,760	68,016	72,744	77,421	79,944
2	60,826	70,346	75,202	79,856	82,519
3	63,655	73,628	78,691	83,479	86,134
4	66,222	76,266	81,455	85,925	88,627
5	68,342	78,775	83,774	88,435	91,448
6	70,663	81,586	86,762	91,548	94,197
7	72,664	82,584	87,436	92,204	95,719
8	75,115	85,357	90,368	96,083	98,961
9	77,041	88,787	93,770	98,453	102,897
10	78,897	91,484	96,593	101,796	105,775
11	80,167	95,065	100,099	105,135	109,158
12	82,196	97,675	103,008	108,648	111,997
13	84,357	100,973	106,967	112,137	115,509
14	87,006	105,346	110,391	116,073	119,547
15	89,207	108,313	113,886	119,367	121,769
16	92,247	109,838	116,274	121,021	123,665
17	92,247	110,863	116,274	122,351	124,008
18	93,145	111,999	117,137	122,523	125,479
19	93,381	112,132	118,310	123,768	125,479
20	97,146	115,873	120,865	127,302	129,308

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

33		117,122	122,828	128,940	130,804
34		117,122	122,828	128,940	130,804
35		117,122	122,828	128,940	130,804
36		117,122	122,828	128,940	130,804
37		117,122	122,828	128,940	130,804

Longevity Payment of \$500 for all Teachers one year after step 20 and \$1,500 additional, five years after step 20.

LUT Salary Schedule 2014-2015

Step	BA	MA	MA+30	MA+60	PHD
1	58,760	68,016	72,744	77,421	79,944
2	60,826	70,346	75,202	79,856	82,519
3	63,655	73,628	78,691	83,479	86,134
4	66,222	76,266	81,455	85,925	88,627
5	68,342	78,775	83,774	88,435	91,448
6	70,663	81,586	86,762	91,548	94,197
7	72,664	82,584	87,436	92,204	95,719
8	75,115	85,357	90,368	96,083	98,961
9	77,041	88,787	93,770	98,453	102,897
10	78,897	91,484	96,593	101,796	105,775
11	80,167	95,065	100,099	105,135	109,158
12	82,196	97,675	103,008	108,648	111,997
13	84,357	100,973	106,967	112,137	115,509
14	87,006	105,346	110,391	116,073	119,547
15	89,207	108,313	113,886	119,367	121,769
16	92,247	109,838	116,274	121,021	123,665
17	92,247	110,863	116,274	122,351	124,008
18	93,145	111,999	117,137	122,523	125,479
19	93,381	112,132	118,310	123,768	125,479
20	97,146	115,873	120,865	127,302	129,308

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

33		117,122	122,828	128,940	130,804
34		117,122	122,828	128,940	130,804
35		117,122	122,828	128,940	130,804
36		117,122	122,828	128,940	130,804
37		117,122	122,828	128,940	130,804

Longevity Payment of \$500 for all Teachers one year after step 20 and \$1,500 additional, five years after step 20.

LUT Salary Schedule 2015-2016 (2% No Step)

Step	BA	MA	MA+30	MA+60	PHD
1	59,935	69,376	74,199	78,969	81,543
2	62,043	71,753	76,706	81,453	84,169
3	64,928	75,101	80,265	85,149	87,857
4	67,546	77,791	83,084	87,644	90,400
5	69,709	80,351	85,449	90,204	93,277
6	72,076	83,218	88,497	93,379	96,081
7	74,117	84,236	89,185	94,048	97,633
8	76,617	87,064	92,175	98,005	100,940
9	78,582	90,563	95,645	100,422	104,955
10	80,475	93,314	98,525	103,832	107,891
11	81,770	96,966	102,101	107,238	111,341
12	83,840	99,629	105,068	110,821	114,237
13	86,044	102,992	109,106	114,380	117,819
14	88,746	107,453	112,599	118,394	121,938
15	90,991	110,479	116,164	121,754	124,204
16	94,092	112,035	118,599	123,441	126,138
17	94,092	113,080	118,599	124,798	126,488
18	95,008	114,239	119,480	124,973	127,989
19	95,249	114,375	120,676	126,243	127,989
20	99,089	118,190	123,282	129,848	131,894

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

34		119,464	125,285	131,519	133,420
35		119,464	125,285	131,519	133,420
36		119,464	125,285	131,519	133,420
37		119,464	125,285	131,519	133,420
38		119,464	125,285	131,519	133,420

Longevity Payment of \$500 for all Teachers one year after step 20 and \$1,500 additional five years after step 20.

LUT Salary Schedule 2016-2017 (.85% and 1/2 Step)

Step	BA	MA	MA+30	MA+60	PHD
1	60,445	69,966	74,830	79,641	82,236
1A	61,507	71,164	76,094	80,893	83,560
2A	64,025	74,051	79,153	84,009	86,744
3A	66,800	77,096	82,369	87,130	89,886
4A	69,211	79,743	84,983	89,679	92,619
5A	71,495	82,479	87,713	92,572	95,484
6A	73,718	84,438	89,596	94,510	97,680
7A	76,008	86,378	91,451	96,843	100,131
8A	78,259	89,568	94,709	100,057	103,823
9A	80,204	92,720	97,910	102,995	107,327
10A	81,812	95,949	101,166	106,432	110,548
11A	83,509	99,133	104,465	109,956	113,748
12A	85,664	102,172	107,997	113,557	117,014
13A	88,138	106,117	111,795	117,376	120,898
14A	90,633	109,892	115,354	121,095	124,117
15A	93,328	112,203	118,379	123,640	126,235
16A	94,892	113,514	119,608	125,175	127,387
17A	95,354	114,626	120,051	125,947	128,320
18A	95,937	115,278	121,099	126,676	129,076
19A	97,995	117,271	123,016	129,134	131,046
20	99,931	119,195	124,330	130,952	133,015

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

35		120,480	126,349	132,637	134,554
36		120,480	126,349	132,637	134,554
37		120,480	126,349	132,637	134,554
38		120,480	126,349	132,637	134,554
39		120,480	126,349	132,637	134,554

Longevity Payment of \$500 for all Teachers one year after step 20 and \$1,500 additional, five years after step 20.

LUT Salary Schedule 2017-2018 (.85% and Next Full Step)

Step	BA	MA	MA+30	MA+60	PHD
1	60,958	70,561	75,466	80,318	82,935
2	63,102	72,978	78,016	82,844	85,606
3	66,037	76,383	81,635	86,602	89,357
4	68,700	79,119	84,503	89,140	91,943
5	70,899	81,722	86,908	91,744	94,869
6	73,307	84,638	90,008	94,973	97,721
7	75,383	85,674	90,707	95,654	99,300
8	77,925	88,551	93,749	99,678	102,663
9	79,923	92,109	97,278	102,136	106,747
10	81,849	94,907	100,207	105,605	109,732
11	83,166	98,622	103,844	109,068	113,242
12	85,271	101,329	106,862	112,713	116,187
13	87,513	104,751	110,969	116,332	119,831
14	90,261	109,287	114,521	120,416	124,020
15	92,545	112,365	118,147	123,833	126,325
16	95,698	113,947	120,624	125,549	128,292
17	95,698	115,011	120,624	126,929	128,648
18	96,630	116,189	121,520	127,107	130,174
19	96,875	116,327	122,736	128,399	130,174
20	100,781	120,208	125,387	132,065	134,146

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

36		121,504	127,423	133,764	135,698
37		121,504	127,423	133,764	135,698
38		121,504	127,423	133,764	135,698
39		121,504	127,423	133,764	135,698
40		121,504	127,423	133,764	135,698

Longevity Payment of \$500 for all Teachers one year after step 20 and \$1,500 additional, five years after step 20.

LUT Salary Schedule 2018-2019 (1.64% and No Step)

Step	BA	MA	MA+30	MA+60	PHD
1	61,958	71,718	76,703	81,635	84,295
2	64,137	74,175	79,295	84,202	87,010
3	67,120	77,635	82,974	88,023	90,822
4	69,826	80,417	85,888	90,602	93,451
5	72,062	83,063	88,334	93,248	96,425
6	74,509	86,027	91,484	96,531	99,324
7	76,619	87,079	92,195	97,222	100,929
8	79,203	90,003	95,286	101,313	104,347
9	81,234	93,619	98,874	103,812	108,497
10	83,191	96,463	101,850	107,336	111,532
11	84,530	100,239	105,547	110,857	115,099
12	86,670	102,991	108,614	114,561	118,093
13	88,948	106,469	112,789	118,240	121,796
14	91,741	111,080	116,399	122,391	126,054
15	94,062	114,208	120,085	125,864	128,397
16	97,268	115,816	122,602	127,608	130,396
17	97,268	116,897	122,602	129,010	130,757
18	98,215	118,095	123,512	129,192	132,308
19	98,463	118,235	124,749	130,504	132,308
20	102,433	122,180	127,443	134,231	136,346

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

37		123,497	129,513	135,958	137,923
38		123,497	129,513	135,958	137,923
39		123,497	129,513	135,958	137,923
40		123,497	129,513	135,958	137,923
41		123,497	129,513	135,958	137,923

Longevity Payment of \$500 for all Teachers one year after step 20 and \$1,500 additional five years after step 20.

Teaching Assistants 2012-13			
Step	Level I	Level II	Level III
	Entry	1 yr. 6-9	1 yrs. 18
		Credits	Credits
1	21,645	22,215	22,784
2	22,078	22,659	23,240
3	22,520	23,112	23,705
4		23,575	24,179
5		24,046	24,663
6		24,527	25,156
7		25,017	25,659
8		25,518	26,172
9		26,028	26,696
10		26,549	27,229

Teaching Assistant Stipends

60	Building	Distirct-	Past 15th
Credits	Computer	Wide	Year
		Computer	
500	6,500	12,000	1,500

Teaching Assistants 2013-14			
Step	Level I Entry	Level II 1 yr. 6-9 Credits	Level III 1 yrs. 18 Credits
1	21,645	22,215	22,784
2	22,078	22,659	23,240
3	22,520	23,112	23,705
4		23,575	24,179
5		24,046	24,663
6		24,527	25,156
7		25,017	25,659
8		25,518	26,172
9		26,028	26,696
10		26,549	27,229

Teaching Assistant Stipends

60 Credits	Building Computer	Distirct- Wide Computer	Past 15th Year
500	6,500	12,000	1,500

Teaching Assistants 2014-15			
Step	Level I	Level II	Level III
	Entry	1 yr. 6-9 Credits	1 yrs. 18 Credits
1	21,645	22,215	22,784
2	22,078	22,659	23,240
3	22,520	23,112	23,705
4		23,575	24,179
5		24,046	24,663
6		24,527	25,156
7		25,017	25,659
8		25,518	26,172
9		26,028	26,696
10		26,549	27,229

Teaching Assistant Stipends			
60 Credits	Building Computer	District- Wide Computer	Past 15th Year
500	6,500	12,000	1,500

Teaching Assistants 2015-16 (2% No Step)

Step	Level I	Level II	Level III
	Entry	1 yr. 6-9 Credits	1 yrs. 18 Credits
1	22,078	22,659	23,240
2	22,520	23,112	23,705
3	22,970	23,574	24,179
4		24,047	24,663
5		24,527	25,156
6		25,018	25,659
7		25,517	26,172
8		26,028	26,695
9		26,549	27,230
10		27,080	27,774

Teaching Assistant Stipends

60 Credits	Building Computer	District- Wide Computer	Past 15th Year
500	6,500	12,000	1,500

Teaching Assistants 2016-17 (.85% and 1/2 Step)

Step	Level I	Level II	Level III
	Entry	1 yr. 6-9 Credits	1 yrs. 18 Credits
1	22,266	22,852	23,437
1A	22,488	23,080	23,672
2A	22,938	23,542	24,145
3A		24,013	24,628
4A		24,493	25,121
5A		24,983	25,624
6A		25,482	26,136
7A		25,992	26,658
8A		26,512	27,192
9A		27,042	27,736
10		27,310	28,010

Teaching Assistant Stipends

60 Credits	Building Computer	District- Wide Computer	Past 15th Year
500	6,500	12,000	1,500

Teaching Assistants 2017-18 (.85% and Next Full Step)

Step	Level I Entry	Level II 1 yr. 6-9 Credits	Level III 1 yrs. 18 Credits
1	22,455	23,046	23,636
2	22,904	23,507	24,109
3	23,363	23,977	24,592
4		24,457	25,084
5		24,946	25,586
6		25,445	26,097
7		25,953	26,619
8		26,473	27,151
9		27,002	27,695
10		27,542	28,248

Teaching Assistant Stipends

60 Credits	Building Computer	District- Wide Computer	Past 15th Year
500	6,500	12,000	1,500

Teaching Assistants 2018-19 (1.64% and No Step)

Step	Level I Entry	Level II 1 yr. 6-9 Credits	Level III 1 yrs. 18 Credits
1	22,823	23,424	24,024
2	23,280	23,892	24,505
3	23,746	24,370	24,995
4		24,858	25,495
5		25,355	26,005
6		25,862	26,525
7		26,379	27,056
8		26,907	27,596
9		27,445	28,149
10		27,994	28,711

Teaching Assistant Stipends

60 Credits	Building Computer	District- Wide Computer	Past 15th Year
500	6,500	12,000	1,500

**APPENDIX B
Ancillary Rates**

Assignment	2012- 2013	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019
Extra Periods (Teaching)	39.91	39.91	39.91	40.71	41.05	41.40	42.08
Hourly							
Adult Education	39.91	39.91	39.91	40.71	41.05	41.40	42.08
Alternate Ed. Teachers	51.66	51.66	51.66	52.69	53.14	53.59	54.47
Chaperones	26.60	26.60	26.60	27.13	27.36	27.60	28.05
Driver Education	39.91	39.91	39.91	40.71	41.05	41.40	42.08
Hourly (Teachers)	39.91	39.91	39.91	40.71	41.05	41.40	42.08
Home Teaching	39.91	39.91	39.91	40.71	41.05	41.40	42.08
Musical Accompanists	33.23	33.23	33.23	33.89	34.18	34.47	35.04
Title I Instructors	38.12	38.12	38.12	38.88	39.21	39.55	40.19
Yearly							
Cafeteria Duty	1,532	1,532	1,532	1,563	1,576	1,589	1,615
Kindergarten Travel	0	0	0	0	0	0	0
Summer School Travel Bet. Sch. (+\$0.24/mile)	2,413	2,413	2,413	2,461	2,482	2,503	2,544
	70.40	70.40	70.40	71.81	72.42	73.03	74.23
Athletics							
Badminton V	4,898	4,898	4,898	4,996	5,038	5,081	5,165
Badminton 9	3,523	3,523	3,523	3,593	3,624	3,655	3,715
Baseball V	8,454	8,454	8,454	8,623	8,696	8,770	8,914
Baseball JV	5,990	5,990	5,990	6,110	6,162	6,214	6,316
Baseball V-Asst.	7,455	7,455	7,455	7,604	7,669	7,734	7,861
Baseball 9	4,976	4,976	4,976	5,076	5,119	5,162	5,247
Baseball 7/8	4,921	4,921	4,921	5,019	5,062	5,105	5,189
Basketball V	9,691	9,691	9,691	9,885	9,969	10,054	10,218
Basketball V-Asst.	7,455	7,455	7,455	7,604	7,669	7,734	7,861
Basketball JV	6,786	6,786	6,786	6,922	6,981	7,040	7,155
Basketball 9	5,323	5,323	5,323	5,429	5,476	5,522	5,613
Basketball 7/8	4,616	4,616	4,616	4,708	4,748	4,789	4,867
Bowling V	4,295	4,295	4,295	4,381	4,418	4,456	4,529
Bowling 7/8	4,268	4,268	4,268	4,353	4,390	4,428	4,500
Cheerleading V Fall	New Combination		5,029	5,130	5,173	5,217	5,303
Cheerleading JV Fall	New Combination		3,757	3,832	3,865	3,898	3,961
Cheerleading V Comp. Winter	New Combination		7,539	7,690	7,755	7,821	7,949
Cheerleading V-Asst. Comp. Winter	New Combination		5,858	5,975	6,026	6,077	6,177
Cheerleading JV Comp. Winter	New Combination		4,348	4,435	4,473	4,511	4,585
Cross Country V	6,119	6,119	6,119	6,241	6,294	6,348	6,452
Cross Country 9	4,323	4,323	4,323	4,409	4,447	4,485	4,558
Football JV	6,660	6,660	6,660	6,793	6,851	6,909	7,022
Football V Head	10,557	10,557	10,557	10,768	10,860	10,952	11,132
Football V Asst.	7,422	7,422	7,422	7,570	7,635	7,700	7,826
Football 7/8 Head	5,964	5,964	5,964	6,083	6,135	6,187	6,289

Football 9	5,964	5,964	5,964	6,083	6,135	6,187	6,289
Football 7/8 Asst.	5,060	5,060	5,060	5,161	5,205	5,249	5,335
Golf	4,623	4,623	4,623	4,715	4,756	4,796	4,875
Kickline	3,230	3,230	3,230	3,295	3,323	3,351	3,406
LaCrosse V Head	8,454	8,454	8,454	8,623	8,696	8,770	8,914
LaCrosse JV	5,989	5,989	5,989	6,109	6,161	6,213	6,315
LaCrosse V-Asst.	5,858	5,858	5,858	5,975	6,026	6,077	6,177
LaCrosse 9-JV Asst	4,976	4,976	4,976	5,076	5,119	5,162	5,247
LaCrosse 7/8	4,921	4,921	4,921	5,019	5,062	5,105	5,189
LaCrosse Asst. Head	4,411	4,411	4,411	4,499	4,537	4,576	4,651
Soccer Varsity	7,539	7,539	7,539	7,690	7,755	7,821	7,949
Soccer Varsity Asst.	5,858	5,858	5,858	5,975	6,026	6,077	6,177
Soccer JV	5,392	5,392	5,392	5,500	5,547	5,594	5,685
Soccer9	4,492	4,492	4,492	4,582	4,621	4,660	4,736
Soccer 7/8	4,126	4,126	4,126	4,209	4,244	4,280	4,351
Softball V	8,454	8,454	8,454	8,623	8,696	8,770	8,914
Softball JV	5,990	5,990	5,990	6,110	6,162	6,214	6,316
Softball 9	4,976	4,976	4,976	5,076	5,119	5,162	5,247
Softball 7/8	4,921	4,921	4,921	5,019	5,062	5,105	5,189
Softball V-Asst.	5,858	5,858	5,858	5,975	6,026	6,077	6,177
Swimming Boys Fall/Gorls Winter	4,295	4,295	4,295	4,381	4,418	4,456	4,529
Tennis V	4,934	4,934	4,934	5,033	5,075	5,119	5,203
Tennis 9	3,650	3,650	3,650	3,723	3,755	3,787	3,849
Tennis 7/8	3,537	3,537	3,537	3,608	3,638	3,669	3,730
Track V-Head	8,365	8,365	8,365	8,532	8,605	8,678	8,820
Track V-Asst.	6,136	6,136	6,136	6,259	6,312	6,366	6,470
Track 9	5,601	5,601	5,601	5,713	5,762	5,811	5,906
Track 7/8-Head	4,921	4,921	4,921	5,019	5,062	5,105	5,189
Track 7/8-Asst.	4,411	4,411	4,411	4,499	4,537	4,576	4,651
Volleyball V	7,726	7,726	7,726	7,881	7,948	8,015	8,147
Volleyball JV	5,643	5,643	5,643	5,756	5,805	5,854	5,950
Volleyball 9	4,717	4,717	4,717	4,811	4,852	4,893	4,974
Volleyball 7/8	4,268	4,268	4,268	4,353	4,390	4,428	4,500
Winter Track-Head	7,206	7,206	7,206	7,350	7,413	7,476	7,598
Winter Track-Asst.	5,297	5,297	5,297	5,403	5,449	5,495	5,585
Wrestling V	9,279	9,279	9,279	9,465	9,545	9,626	9,784
Wrestling V-Asst.	7,879	7,879	7,879	8,037	8,105	8,174	8,308
Wrestling JV	6,496	6,496	6,496	6,626	6,682	6,739	6,850
Wrestling 9	5,322	5,322	5,322	5,428	5,475	5,521	5,612
Wrestling 7/8	4,623	4,623	4,623	4,715	4,756	4,796	4,875
Wrestling 7/8 Asst.	3,929	3,929	3,929	4,008	4,042	4,076	4,143
Athletic Supervision*							
Afternoon (3+ hours)							
Supervisor	81.33	81.33	81.33	82.96	83.66	84.37	85.76
Head Supervisor	99.68	99.68	99.68	101.67	102.54	103.41	105.11
Night and Saturday/Sunday (3+hours)							
Supervisor	99.68	99.68	99.68	101.67	102.54	103.41	105.11
Head Supervisor	116.08	116.08	116.08	118.40	119.41	120.42	122.40

**Double (V/JV) Basketball
(5+ hours)**

Supervisor	148.85	148.85	148.85	151.83	153.12	154.42	156.95
Head Supervisor							
Middle School Intramural							
Supervisor (2+ hours)	59.91	59.91	59.91	61.11	61.63	62.15	63.17
Head Supervisor							

***Athletic Supervision**

No Head Supervisor will be permitted when fewer than 3 other people are working
There is no Head Supervisor fee at the Middle School level

Extra Curricular

Group I (50 Hour Minimum)	3,474	3,474	3,474	3,543	3,574	3,604	3,663
Group II (45 Hour Minimum)	3,134	3,134	3,134	3,197	3,224	3,251	3,305
Group III (40 Hour Minimum)	2,430	2,430	2,430	2,479	2,500	2,521	2,562
Group IV (30 Hour Minimum)	1,724	1,724	1,724	1,758	1,773	1,789	1,818
Group V (18 Hour Minimum)	1,051	1,051	1,051	1,072	1,081	1,090	1,108

Teacher Assistants**Hourly Rates/Extra Periods**

Classroom Building Computer Asst.	20.18	20.18	20.18	20.58	20.76	20.94	21.28
District Computer Teacher Asst.	39.91	39.91	39.91	40.71	41.05	41.40	42.08

**APPENDIX C
GUIDELINES FOR CLASS-SIZE AND TEACHER LOAD**

Class-size guidelines shall be:

K	--	Maximum of 25 pupils
1-3	--	Maximum of 28 pupils
4-6	--	Maximum of 29 pupils
7-12	--	Maximum of 35 pupils

Daily teaching load (except physical education, music and other large-group teaching and duty assignments) should not exceed 150 pupils except where justified in accordance with the Regulations of the Commissioner of Education, effective at the close of the first marking period.

English teachers – maximum daily load of 130 pupils in their English classes.

Social Studies teachers – maximum daily load of 130.

Other academic subject teachers – maximum daily load of 135.

In each elementary school, for each 10 teachers or major fraction thereof, one teacher may be assigned more pupils than set forth above but no more than those defined in prior contracts. A major fraction is six or more teachers.

Where possible, and excluding the teachers previously excluded on account of the 90% factor, teaching loads shall be balanced. However, no class shall exceed size set forth in previous Agreement.

Special Education Classes

Board of Education Guidelines for class size of Special Education Classes shall be the same as those of the regulations of the Commissioner of Education.

**TEACHER-PUPIL RATIO FOR SPECIAL SUBJECTS
AND AUXILIARY SERVICES**

The teacher-pupil ratio for all special subjects and auxiliary personnel shall be the same throughout the term of this Agreement as it was on September 1, 1978. For the purposes of this section, student enrollment for September 1, 1978 shall be deemed 10,800. The School District may provide any special subjects or services it chooses as long as the total ratio is kept constant. The special areas are Guidance, Family and Consumer Arts Technology, Librarians, Music, Physical Education, Psychology, Reading, Speech and Hearing, Vocational, Teacher of Visually Handicapped, and Family and Consumer Sciences.

The number of special subjects and auxiliary personnel as of September 1, 1978 was 192.

**APPENDIX D
DISTRICT POLICY AND REGULATIONS
CONCERNING COMPLAINTS**

**COMPLAINTS CONCERNING SCHOOL PERSONNEL
Policy 1312**

Complaints and/or inquiries concerning school personnel or other school matters should be referred to the department or school to which the matter pertains. The Board of Education will consider complaints and/or inquiries only after these matters have been reviewed by the individual's immediate supervisor and administrator and by the Superintendent of Schools.

In the event that complaints and/or inquiries have not been satisfactorily settled, they should be placed in writing and submitted to the Board of Education for final review. Further, it will be the responsibility of the Superintendent of Schools to prepare an administrative regulation as may be needed within this policy, to govern the conduct of complainants and to channel the complaints so that they may be properly reviewed and acted upon.

Anonymous complaints of any type are undignified and will be disregarded.

**COMPLAINTS AGAINST SCHOOL PERSONNEL
Regulation 1312**

The principal and/or immediate supervisor will ensure that:

1. Complaints against school personnel will be reviewed in the school or department to which the personnel are assigned. Most differences may be resolved at this level.
2. Where review indicates a further course of action, the first attempt will be to have the complainant meet the person against whom the complaint is made. The aim of the meeting will be to seek a solution to the problem.
3. Where a meeting is not feasible, the principal and/or the supervisor will receive the complaint, and will notify the staff member and communicate to this person:
 - (a) The name of the complainant
 - (b) The nature of the complaint
4. The principal or immediate supervisor will then review the complaint with the complainant and will consider the response of the staff member in rendering a judgment.
5. If the complainant is not satisfied with the determination of the complaint, at this level, he may proceed to the Superintendent of Schools for a further review. The Superintendent of Schools will not receive this complaint for review unless the complainant has made every attempt to meet the conditions outlined in items 1- 4. The immediate supervisor and the staff member involved will be notified if the Superintendent decides to review the complaint.

6. If, after a review of the complaint by the Superintendent of Schools, the complainant seeks further redress, the complaint should be formalized in writing and presented through the Superintendent of Schools to the Board of Education for final review.
7. The Board of Education will receive a written report from the school and/or department and from the Superintendent outlining the procedures followed and the recommendations made at each of the lower levels.

**APPENDIX E
TITLE I TEACHERS**

- (1) **Salary:** The base salary for Title I teachers for the term of this Agreement are as set forth in Appendix B for all teaching and preparation time (lunch time is not paid).
- (2) **Preparation time:** If a Title I teacher is assigned to four or more hours, she/he shall receive a paid preparation time of 30 minutes per day; if the Title I teacher is assigned for more than three but less than four hours per day, she/he shall receive paid preparation time of 15 minutes per day.
- (3) **Supplemental Benefits:** The District shall contribute \$750 for each Title I teacher employed 15 or more hours per week for the 1998/99 school year. Thereafter, and as thus constituted, the entire supplemental benefits fund shall increase by the across-the-board amounts listed in Article XXXIV(C).
- (4) Any Title I teacher whose services are not retained or who is discharged may request the District to provide a reason for the decision not to retain. The merits of the reason shall not be subject to the grievance/arbitration procedure, except that an employee can grieve the failure to provide a reason.
- (5) The following provisions of the agreement shall apply to Title I teachers: Articles I, II, III, IV, V (Section A through II only), VII, XI, XII, XVII (H), XXV, XXIX, XXX(A)(1), XXXI, XXXII, XXXIII, XXXIV(B), XXXV, XXXVII, XXXVIII, XXXIX, XL, XLI.

Consistent with existing practice regarding regular teachers, Title I teachers regularly scheduled to work 17.5 hours or more per week shall be entitled to the benefits of Article IX(F) entitled "Health Plan" of the contract.

In addition Article VI shall apply only to Title I teachers who work in regular District-owned building to the extent that the facilities already exist. However, teachers who do not work in these buildings shall be able to use District facilities when possible.

Article VIII shall not apply unless Federal Guidelines applicable to Title I programs expressly permit tax sheltered annuities.