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**TA/5466**

***Collective Negotiations Agreement***

***-by and between-***

***Liberty Central School Board***

***-and-***

***Liberty Faculty Association***

**178EMPLOYEES**

***JULY 1, 2005 - JUNE 30, 2009***

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P R E A M B L E

**THIS AGREEMENT** made and entered into as of the July 1, 2005, by and between the Board of Education of the Liberty Central School District of Liberty, New York (hereafter the "Board") and the Liberty Faculty Association (hereafter "LFA") for and on behalf of itself and the professional employees now employed or hereafter employed by the Board in the bargaining unit hereafter defined.

**WHEREAS**, the Board has adopted the practices and procedures of collective negotiations as a peaceful, fair, and orderly way of conducting its relations with professional employees of the District insofar as such practices and procedures are consistent with functions and obligations of the Board under the law, and are consonant with the paramount interests of the school children, the school system and the public; and

**WHEREAS**, the LFA has demonstrated that it represents a majority of the professional employees employed by the Board in the bargaining unit hereafter defined and, in accordance with Board Policy, is therefore an exclusive representative for all such professional 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 1: RECOGNITION

The Board recognizes LFA as the exclusive representative of all certified personnel, except the chief school administrator, the assistant superintendent for business, principals and assistant principals (and other central administrative personnel). Certificated personnel shall include teachers, department heads, guidance counselors, attendance teachers, school nurse (either R.N. or teacher), dental hygienists, school psychologists, social workers and speech therapists, whether or not they shall be engaged in classroom instruction. All secretarial, clerical, maintenance service, transportation, and other personnel employed by the school district shall not be included in this instructional professional unit.

## ARTICLE 2: LFA DUES DEDUCTION

A. The Board will honor individual written authorizations on a District form for the deduction of LFA dues (which includes LFA dues to NYSUT and its national affiliates). The LFA will certify to the Director of Personnel in writing the current membership dues. Deductions for said dues shall be made from the ten (10) consecutive salary checks starting with the first paycheck in October, and shall be properly remitted to the LFA treasurer.

The authorizations shall remain in effect unless a written revocation is received by the school business administrator no later than September 15 of each year.

B. The Board, in making the foregoing deduction, assumes no responsibility for the amount deducted or the correctness thereof. LFA shall hold the District harmless for damages and expenses (including legal fees) resulting from dues deduction.

### C. AGENCY FEE

1. Subject to the provisions of law, each employee of the District performing unit work (who is not a member of the Union) will pay to the collective bargaining agent each month a service fee toward the administration of this Agreement and the representation of such employee in collective negotiations provided, however, that such employee shall have available to her/him membership in the Union.

2. Said service fee shall be certified to the District by the Union. The fee shall be apportioned for any part-time or limited employment, with the exception of per diem employees.

3. The District shall deduct such fee in the same manner that membership dues are deducted. The Union shall supply the District with a list of names of non-members at least ten (10) days prior to the deduction of the fee.

4. The Union will adopt a refund procedure consistent with the law.

### ARTICLE 3: FAIR PRACTICES

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

To the extent permitted by law, no applicant shall be discriminated against on account of a family relationship with a member of the staff, either professional or non-professional.

### ARTICLE 4: LFA - ADMINISTRATOR LIAISON

The superintendent or his designee shall meet on a mutually agreed upon date with representatives of the LFA on a monthly or an as needed basis to discuss matters of educational policy and development, and professional standards and certification, as well as matters relating to the implementation of this Agreement. Such meetings shall be held after normal school hours. A member (or members) of the Board will be present at such meetings as an observer.

### ARTICLE 5: ACADEMIC FREEDOM

A. It is agreed that the parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of (and respect for) the Constitution and Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be best transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.

B. Academic freedom shall be guaranteed to all members of the bargaining unit who are acting in an instructional capacity.

C. No religious or political activities of any teacher (provided such activities do not take place during his working hours), or lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except as it may interfere with the teacher's responsibilities to, or relationships with, students, faculty, or the school system.

## ARTICLE 6: TEACHERS' DAY

A. The day of professional staff shall be 425 minutes in length, with the exception of C and D below, and shall be inclusive of lunch and preparation time.

B. The professional staff may be required to attend three (3) evening District sponsored meetings per school year.

C. The professional staff shall remain at faculty meetings called by principals and the superintendent until all business has been completed. Such meetings shall not be unreasonable in length, and shall be confined to two (2) per month on Wednesdays.

D. All teachers and specialists (including, but not limited to, guidance, psychological, nursing, dental hygiene and social work personnel) are professional employees, and shall spend time above and beyond working hours to do an effective job in their areas (such time shall not be unreasonable).

E. The professional staff may be required to hold conferences with parents twice a year after the mailing of report cards. Such conferences shall be held either before or after the school or workday.

F. The work and time for pupils and teachers are subject to change to meet the changing needs during the school year. Before the superintendent makes any change, he will discuss the matter with LFA (when possible).

G. Teachers may, on a voluntary basis (with the approval of the Administration) work an alternative schedule. The alternative schedule shall be seven (7) hours and five (5) minutes, and shall include one-half hour of duty-free lunch and preparation periods as specified in the contract.

H. A committee comprised of an equal number of administrators and teachers (chosen by LFA) shall be formed to discuss and review block scheduling. The Committee shall meet after school, on a day other than Wednesday.



ARTICLE 7: CLASS SIZE

A. Academic Classes

If possible, considering (among other things) the District's financial ability, elementary and secondary classes shall contain a grade or subject average of approximately twenty-five (25) students.

B. Special Subject Classes

1. Elementary

(a) Wherever possible, considering (among other things) the District's financial ability, the student class size of art, music and physical education, and special subject classes in the elementary school shall not exceed the largest regular class size.

(b) Wherever possible, considering (among other things) the District's financial ability, instrumental music instruction shall not exceed six (6) students per class period.

(c) If possible, the elementary reading program will continue under the presently established Federal guidelines.

2. Secondary

(a) The parties recognize that special subject areas special education students present unique teaching problems, and acknowledge the necessity of flexibility in class size. The superintendent shall make every effort to set the range of class sizes of special subject areas, duly considering student safety and proper supervision, pursuant to the following schedule:

<b>Technology</b>	<b>20-25</b>	<b>Home and Career</b>	<b>20-25</b>
<b>Art</b>	<b>25-30</b>	<b>General Level</b>	<b>15-20</b>
<b>Music</b>	<b>25-30</b>	<b>Physical Ed</b>	<b>25-30</b>

C. Auxiliary Professional Services

Wherever possible, considering (among other things) the District's financial ability, the District shall adhere to the following guidelines concerning the ratio of auxiliary professional employees per student number:

1. One guidance counselor for every 400 secondary school students.

2. One school nurse for every 900 students enrolled in any school.
3. One certified school librarian in every school with more than 400 students.
4. One music specialist for every 450 students.
5. One physical education teacher for every 300 students.

D. Wherever possible, considering (among other things) the District's financial ability, the District shall adhere to a guideline of thirty-five (35) students per study hall.

E. If a situation occurs which causes the number of students in any classroom to exceed the number indicated above upon request, the superintendent shall meet with the LFA Professional Practices Committee to resolve the problem.

F. All elementary special subject teachers shall be individually consulted prior to the time when their schedule is finalized.

G. Nothing contained herein shall preclude the LFA from grieving on any matter arising under this Article 7 up to and including Step IV in Article 24. However, the LFA and its members agree that nothing contained in Article 7 shall be subject to arbitration under Article 24, nor shall any dispute under this Article 7 be submitted to any court or any other forum for adjustment, it being the specific agreement that any decision of the Board with respect to any matter hereunder shall be final and binding on the LFA and its members.

#### ARTICLE 8: TEACHER WORK YEAR

A. The work year of teachers shall begin in September and end in June (in accordance with the law), and shall consist of 182 days (extra days to be in-service only).

B. In advance of each school year, the LFA and the chief school administrator shall jointly negotiate a school calendar. If they shall fail to reach agreement, the school calendar shall be established by the Board and, as established, shall be the teacher work year of this Agreement (unless it shall later be replaced by one which may be the product of continuing negotiations between the LFA and the chief school administrator).

C. At least one afternoon (besides Friday) during the last week of school in June, there shall be no classroom instruction in elementary schools. All teachers will remain on duty for the remainder of the day.

D. For Pre-K through 7th Grade teachers, one day during each of the last two weeks of school shall be a scheduled half-day.

## ARTICLE 9: TEACHING LOAD

### A. Secondary Teachers

#### 1. Academic Classroom Teachers

(a) The number of daily periods of classroom instruction shall not exceed the equivalent of five periods of forty-two (42) minutes each. Where, on a voluntary basis, a teacher accepts an assigned sixth teacher period, such assignment shall be in lieu of an assigned study hall period.

Where a teacher's subject requires a laboratory period, he may be assigned a sixth period (which shall be in lieu of an assigned study hall period).

(b) Ordinary assignment for each teacher shall include one (1) study hall or other similar duty period each day.

(c) Assignments in accordance with (a) and (b) above shall equal six (6) periods daily. Teachers shall be scheduled with at least a thirty-minute lunch period each day.

(d) Secondary school teachers will not be required to teach more than two (2) subjects and no more than a total of three (3) teaching preparations within said subjects, at any one time. This subparagraph shall not apply to teachers of special areas.

(e) Exceptions to the provisions in the preceding paragraphs may be made only if the superintendent determines that it is necessary to do so in the best interests of the educational process. The LFA shall be notified in writing of each instance in which the superintendent shall so determine. A disagreement over whether an exception is justified shall be subject to the grievance procedure.

#### 2. Special Subject Teachers

(a) Art, Music, Remedial Reading, Physical Education, Homemaking and Industrial Arts shall be assigned either six (6) teaching periods each day, or five (5) teaching periods and one study hall period (or other similar duty period) each day.

(b) The foregoing teachers shall be scheduled with at least a thirty minute lunch period each day, and the equivalent of one (1) period each day for preparation.

## B. Elementary Teachers

1. Teachers of Grades PreK-6 shall be scheduled with at least a thirty (30) minute free lunch period each day.
2. The elementary school teachers may, in their professional judgment, have a fifteen- (15) minute duty-free recess period daily. Such teachers shall arrange for their class to be covered during this period (except kindergarten teachers, who will be provided with relief during this period).
3. When a special teacher is in charge of an elementary teacher's class, the elementary teacher may leave the classroom.
4. Any teacher who must travel to the outlying schools (e.g. White Sulphur Springs) shall be allowed thirty (30) minutes from the end of one class to the beginning of another class to travel from school to school.
5. For preparation purposes, all full time teachers in the elementary school shall have one preparation period of forty-five minutes per day.

## ARTICLE 10: PRIVILEGED USE OF SCHOOL FACILITIES BY LFA

A. LFA may utilize school facilities in any building for bona fide LFA activities after school hours provided that:

1. Application for use is made to the building principal, or, if the established policy of the Board requires, to the superintendent prior to the intended use.
2. The meetings do not conflict with faculty meetings or other school activities.
3. Any such use shall be in conformance with established policy and rules and regulations of the Board.

B. The third Wednesday of each month shall be set aside for LFA meetings. The administration shall schedule no other meeting which includes any faculty members on that day except when an extreme emergency or an unforeseen circumstance intervenes which necessitates the scheduling of a meeting by the administration.

C. LFA shall be afforded the opportunity to make welcoming remarks to teachers on Orientation Day.

D. Mailboxes may be utilized by LFA for dissemination of bona fide organizational communications. The insertion shall be by members of the LFA under the authorization of an LFA Officer.

E. Only those bulletin boards located in faculty rooms may be used by LFA for bona fide organizational purposes. A copy of any material placed on said bulletin board shall be delivered as soon as possible to the office of the superintendent. In the event the superintendent believes that any material posted would cause substantial disruption of (or material interference with) school activities, the superintendent shall be permitted to immediately remove such material from the bulletin boards.

F. LFA shall be furnished copies of all Board policies and administrative regulations applicable to the bargaining unit. Copies of such Board policies and administrative regulations in the possession of building principals shall be made available for examination by teachers promptly upon request. LFA shall also receive a copy of the official Board minutes.

G. The administration and the Board shall not interfere in the internal policies of LFA, and shall respect privacy for all LFA meetings.

H. The Board shall make available in each current building at least one room to be reserved as a faculty lounge for the use of the faculty and their guests.

#### ARTICLE 11: NON-TEACHING DUTIES

A. Teachers shall not be required to take up money collections that are contrary to law.

B. The transporting of students to attend school activities occurring away from school premises may be performed by teachers in District owned vehicles only.

C. Teachers shall not be held responsible for loss, within the school, of school property or students' property, provided such loss was not due to an intentional act or negligence on the part of the teacher.

## ARTICLE 12: TEACHER PROTECTION

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control and discipline in the classroom. Whenever it appears to the Board (or its representative) that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board (or its representatives) will determine and take necessary steps to relieve the teacher of responsibilities with respect to each pupil. The Board's determination with respect to any pupil shall be final.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that many discipline problems which occur may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may only use such force as is necessary to protect himself from attack (or to prevent injury to another teacher or student).

C. A teacher may temporarily remove a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the building principal (promptly after his class obligations) full particulars of the incident.

D. A teacher shall immediately (or as soon thereafter as possible) report to the building principal all cases of assault by or against him during working hours or school assigned activities. Such report will be submitted to the superintendent through the building principal, and will include the time, place, personnel involved, witnesses, and other relevant information. The superintendent shall acknowledge receipt of such report.

In the event a teacher is charged with assault, the Board shall provide an attorney and hold a teacher harmless for financial loss arising out of any claim of alleged assault to any student within or without the school building (including when a teacher takes students on trips authorized by the Board or their designee) provided:

1. Such teacher at the time of the alleged assault was acting in discharge of his duties, within the scope of his employment, and within the scope of Board policy in this area.

2. Within five (5) calendar days after the service of a summons, complaint, process, notice, demand or pleading, the teacher delivers an original or copy of said document to the Board.

3. Cooperates in every way with the Board and its attorney in the suit or its adjustment, including (but not limited to) giving statement and evidence, and being present at all legal proceedings the attorney shall require.

E. In accordance with Section 3023 of the Education Law, the Board shall provide an attorney and hold a teacher harmless for financial loss arising out of any claim of alleged negligence (or other similar act) resulting in accidental bodily injury to any student, within or without the school buildings (including when a teacher takes students on trips authorized by the Board or their designee) provided:

1. Such teacher at the time of the accident or injury was acting in the discharge of his duties, and within the scope of his employment.

2. Within ten (10) calendar days after the service of a summons, complaint, process, notice, demand or pleading, the teacher delivers an original copy of said document to the Board.

3. Cooperates in every way with the Board and its attorneys in the suit or its adjustment, including (but not limited to) giving statements and evidence, and being present at all legal proceedings the attorneys shall require.

F. Notwithstanding A and B above, the teacher shall be free to engage his own attorney (at his own expense) to represent him, and thereafter the Board shall no longer be responsible to hold the teacher harmless as provided above.

### ARTICLE 13: TEACHER INJURY BENEFIT

Whenever it is necessary for a teacher to be absent from school as a result of a personal injury arising out of and in the course of his employment (which was caused by an assault by a student and such assault is caused through no fault of the teacher), such teacher shall be entitled to be absent, and no part of such absence shall be charged to his/her annual or accumulated sick leave. In order for any teacher to qualify for this benefit, he shall have been examined by (and received medical approval from) the school physician for said absence. In the event that the teacher is not satisfied with the determination of the school physician, a private physician shall be chosen by the parties (who shall share the costs).

## ARTICLE 14: EVALUATIONS AND TEACHER FILES

Revised – June 23, 2004

### A. Annual Professional Performance Review

SED regulations mandate that teacher evaluation criteria shall include (but is not limited to) the following eight areas:

- Content knowledge of subject matter and curriculum,
- Preparation employing necessary pedagogical practices to support instruction,
- Instructional delivery that results in active student involvement, and meaningful lesson plans that result in student learning,
- Classroom management supportive of diverse student learning needs which creates a supportive learning environment conducive to student learning,
- Knowledge of student development and appreciation of diversity, and regular application of developmentally appropriate instructional strategies,
- Student assessment techniques based on appropriate learning standards,
- Collaborative relationships that are effective with students, parents, or caregivers, and support personnel, and
- Reflective and responsive practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of instruction and assessment.

1. It is the prime purpose of performance review and evaluation to highlight a teacher's strengths and weaknesses so that a teacher will benefit from the observation or evaluation.

2. Evaluation of personnel is the responsibility of the administration. Each teacher, upon his/her employment, shall be apprised of the specific procedures and criteria upon which he/she will be evaluated, and shall be informed as to who will observe and evaluate their performance (and what the scope of the evaluator's authority will be). No procedure will be used which has not been previously made known (or mutually agreed to) by the administration or the union.

3. All observations and evaluations shall be made on the appropriate forms mutually agreed upon by the District and the LFA, contained within the appendix of this agreement.

4. Observations shall occur at least three times a year for non-tenured teachers on the Rating Scale Form (Appendix A), and should be conducted within the first five months of employment, but not prior to the completion of the first three weeks of employment. A Pre-Observation Conference Form (Appendix B) must be completed at least two days prior to an announced observation or within 24 hours of an unannounced observation. Whenever possible, formal observations should be completed prior to June 1st. At the



end of each year, the Summary Evaluation Report (Appendix C) for untenured teachers will be completed and filed.

**Portfolio Review** – Beginning in September 2004 all teachers with transitional or initial certificates must be evaluated based on portfolio review. A portfolio is a purposeful collection of a teacher's best work. The portfolio demonstrates the teacher's accomplishments over time (and across a variety of experiences) in meeting the goals of the district and state in assuring the academic growth of his/her students. It provides evidence that the teacher has addressed and met the APPR criteria. Teachers themselves select the artifacts to include in the portfolio that demonstrate these competencies. A self-reflective summary should be included. (For example, a portfolio might include a written statement of the teacher's philosophy, a curriculum unit that reflects that philosophy, and an assessment designed for the unit). This interconnectedness allows the evaluator to see the entire teacher, not just pieces of the whole. The portfolio may include videos of teaching, sample lesson plans, samples of students' work, student assessment instruments, and the teacher's reflection of classroom performance. An administrator will establish checkpoint dates throughout the year to review the portfolio content with the teacher. Non-tenured teachers (or tenured teachers who elect this option) will need to complete the Portfolio Summary Form (Appendix B) with the building administrator by October 15<sup>th</sup>. Portfolios must be completed by May 15<sup>th</sup> and given to the building principal.

5. Tenured teachers' annual evaluation will include a minimum of one classroom observation every year. In lieu of this classroom observation, in two of every three consecutive years, teachers may choose an alternate means of evaluation (with administrative approval). During the years that a classroom observation does not take place (and not later than May 15<sup>th</sup> of the year preceding implementation), tenured teachers shall plan with a building administrator and mutually agree upon an alternate means of assessing their work, using the APPR criteria as a guide. Individual goals will be identified for the coming year. At least two of the eight components of the APPR criteria will be selected as a focus for this goal setting. A Planning Form for Alternate Option (Appendix E) will be completed and signed. This alternate means of assessment must be finished no later than May 15<sup>th</sup> of the subsequent year. Assessment options include:

**Videos** – Videotapes will be made that demonstrate (or feature supporting evidence of) meeting the goals.

**Project** – Teachers create ways to demonstrate that their goals have been met, such as a slide show, a journal, etc.

**Portfolio** – see above description.

**Self-Reflection** – Teachers document a self-critique, using the APPR criteria as a guide.

**Action Research Project** – An investigation to discover or establish facts and relationships by identifying a problem, collecting information, analyzing data, and determining a solution to a given educational situation (identified through the goals the teacher has set). A district-sponsored workshop will be required to

establish guidelines and structure for the project.

**Student Work** – Evidence is presented (using actual student work) that demonstrates that the teacher's yearly goals are met.

**Workshop Presentation** – Teacher's can prepare and present a conference day workshop that focuses on issues which are addressed in the teacher's yearly goals.

**Peer Coaching** – Peer coaching is the process through which two or more professional colleagues voluntarily work together to provide opportunities for the more experienced teacher to share knowledge of a best instructional practice (or elements of the APPR criteria) with a colleague and to provide instruction, feedback, support, and assistance for the purpose of refining present teaching techniques and/or learning new skills. A peer coach should be a trusted professional who communicates well, is open-minded, strives to improve his or her own teaching skills, and is responsible, conscientious, and creative in the classroom. The peer coaching process has three components within a cycle. The cycle will occur a minimum of five times during the year. After each cycle, the Peer Coaching Journal will be completed. The components in the cycle include:

Planning Conference – Initially, the teacher and coach meet to determine the objective(s) to be accomplished for the year as well as the structure that will be utilized. This structure should include at least two classroom observations. Decisions will be made regarding the timing of the observations and the role that the coach would play. Additional meetings in lieu of classroom observations might be planned for such options as informal staff development or discussion and analysis of student work.

Lesson Observation or Alternative – The coaching visit is more than just watching a teacher. It should be purposeful, specific, and nonjudgmental. Data should be collected during the observation and shared with the teacher. Alternate meetings should have a specific objective and agenda.

Post-Conference – The coach provides feedback in a helpful, non-threatening manner. Strengths and weaknesses related to the objective are discussed. Future activities are planned.

A voluntary district-sponsored information session will be required of teachers interested in peer coaching to review the guidelines and structure for this option.

**New York State Peer Review** – The teacher can apply for this program and, if accepted, submit their certification as evidence of meeting their goals.

**National Board Certification** – The teacher can apply for this program and, if accepted, submit certification of completion of the requirements as evidence of meeting goals.

**Other** – Additional plan agreed upon by teacher and administrator.

The evaluation will focus on the areas selected in the teacher's goals. After reviewing the evidence submitted, the Evaluation section of the Option Form will be completed by the administrator. This evaluation will be shared with the teacher in a final conference held before June 15<sup>th</sup>. The administrator who formulates the action plan with the teacher shall be the evaluator of record (whenever possible).

6. All monitoring (or observation) of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
7. Written observation and evaluation reports will be based upon direct and objective observation of professional performance, as well as other sources of evidence submitted by the teacher.
8. A pre-observation conference will be held between the supervisor and a probationary teacher prior to the first formal observation of the school year in each year of the teacher's probationary years. Discussion at the conference may include the teacher's objectives, methods, and materials for the lesson to be observed.
9. A supervisor visiting a class for the purpose of evaluating the teacher shall remain in the classroom for a sufficient period of time to determine if the objectives stated in the pre-conference meeting and/or on the Pre-Observation Conference form were met. The report of the supervisor shall show time spent in observation. Each written observation report shall contain comments resulting only from the specific period designated in the report. The supervisor shall not make any adverse comments in the presence of students.
10. Following the observation, the supervisor shall meet with the teacher to discuss (when possible) the lesson within three (3) school days.
11. A teacher will be given a copy of any evaluation report, and will have the right to discuss such a report with his/her supervisor before it is placed in the teacher's file. The teacher shall sign any observation report or evaluation report to indicate that he/she has seen the report (such signature does not necessarily indicate agreement with the contents of the report). The teacher will have the right to submit a rebuttal or a statement about the observation or evaluation.
12. The observation and evaluation summary will clearly denote the teacher's overall status in the eye of the supervisor. If the evaluation of the teacher's observation is unsatisfactory, he/she shall have the right to another observation within ten (10) school days of the post-observation conference, or at a time mutually agreed to by both parties. All procedures for this observation will be strictly followed. The supervisor shall have the responsibility to provide assistance to the teacher to improve his or her performance through the completion of a Teacher Improvement Plan. A teacher shall be given an opportunity to remedy any deficiencies in his/her performance.
13. Teacher Improvement Plan - The goal of the Teacher Improvement Plan is to provide support through communication, discussion, and collaboration in the area(s) of significant concern. The administrator and teacher will jointly determine the strategies to be undertaken to correct the deficiencies. The administrator and teacher will agree on a mutual timeline to improve any noted deficiencies.

For non-tenured teachers, if the administrator notes deficiencies in the first

observation (and these deficiencies have not been corrected in the second observation), a Teacher Improvement Plan (Appendix F) will be developed. Additional observations will take place as needed to verify the improvement of the deficiencies.

For tenured teachers, if the administrator notes deficiencies in the chosen evaluation process, the administrator and teacher may choose to address these deficiencies in the following year's goals. If these deficiencies have not been corrected in the following year's evaluation process, a Teacher Improvement Plan will be developed. Additional observations/meetings between the teacher and the administrator will take place as needed to verify the improvement of deficiencies.

Teacher Improvement Plan Outline – When a Teacher Improvement Plan is indicated, the following guidelines should be followed:

- The administrator will list areas needing improvement as indicated in the evaluation process.
- The administrator and the teacher will jointly list a description of strategies to address the areas needing improvement.
- The administrator and the teacher will jointly list resources – personnel, district materials, and workshops.
- The administrator and the teacher will agree upon a timeline for the process and a date for a follow-up evaluation.
- Additional observations/meetings between the administrator and teacher will take place as needed.
- The teacher will provide evidence of improvement in the designated areas
- The evaluation will reflect changes, if any, in the deficient areas.
- The signed Teacher Improvement Plan will become part of the teacher's evaluation record.

14. Determinations respecting any probationary teacher will be based upon his/her professional performance.

15. Probationary teachers will be advised of whether or not they shall be granted tenure no less than ninety (90) calendar days prior to the end of the probationary period. If they are not so notified, they shall not acquire tenure. The sole remedy hereunder shall be additional pay at the teacher's daily rate for the amount of time the notice was delayed.

16. A decision to dismiss a teacher shall not be publicized until such teacher is personally notified by the superintendent or his designee.

17. Evaluations made of a teacher by a department chair shall not be used as the sole basis for determination or dismissal or continued employment of the teacher, but shall be considered in the total evaluation of the performance of the teacher.

## B. Complaints

1. Any complaint made shall be in writing. A copy of said complaint shall be promptly delivered to the teacher involved and the superintendent, and a conference shall be held with the teacher, his building principal, and complainant.

2. No complaint and/or report thereof shall be placed in the staff member's personal file unless he has had an opportunity to read the complaint and report. The staff member shall sign the complaint and report, if any, before it is placed in his personal file to signify that he has read it. Such signature shall not be construed in any way to indicate that the staff member agrees with its contents.

## C. Review of Teacher Files

Each teacher shall have the right, upon request, to review the contents of his own personal file. The review shall be made in the presence of the administrator responsible for the safekeeping of the file. Privileged information such as confidential credentials or recommendations and related personal references shall not be subject to review. Upon the specific request by a teacher, an LFA representative may be present with the teacher. The teacher may copy any non-privileged information he/she desires. Such files must be maintained by the Administration for a minimum of five (5) years. Upon inspection, in the event that the teacher and the District both agree that material subject to inspection in the file is both untrue and derogatory, it shall be removed from the file.

## ARTICLE 15: STUDENT TEACHERS

The parties recognize that the training of student teachers is the obligation of the professional staff. Prior to assignment of a student teacher, the supervising teacher (and department chair) shall have the right to approve said assignment, which approval shall not unreasonably be withheld.

## ARTICLE 16: VACANCIES

Vacancies of all positions covered by this Agreement shall be filled pursuant to the following Procedures:

1. The existence of vacancies of positions shall be adequately publicized, including a notice in each building in an area designated for postings in the main office as far in advance of the date of filling such vacancy as possible (ordinarily at least ten [10] school days). Where the need to fill a vacancy of position arises when school is not in session, notification by mail shall be given to certified personnel in that subject area.

2. Said notice of vacancy shall set forth a job title and qualifications for the position.
3. Teachers who desire to apply for such vacancies of position shall file their applications in writing with the appropriate administrative recruiting officer within the time-limit specified in the notice.
4. Unsuccessful applicants who are presently employees of the District shall be (upon written request) furnished with a written explanation as to why they did not receive the appointment to such vacancy.
5. When in the opinion of the superintendent all factors are substantially equal, preference for positions will be given to qualified applicants already employed in the School District.
6. Agreement on Summer Posting Procedures
  - a. Teachers will be asked for their areas of certification.
  - b. At the close of school, teachers will be asked to leave their summer addresses.
  - c. On the address form, the following line will be included:

“Please check the box if you wish to be notified in the event a position (which you are certified for) becomes available during the summer recess”.

The District agrees to mail appropriate, certified personnel postings of positions created during the summer period as indicated by this survey. The decision of the superintendent shall be final.

#### ARTICLE 17: ASSIGNMENTS AND TRANSFERS

1. Teachers will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades, and/or subjects that they will teach, and any special or unusual classes that they will have no later than June 1st.
2. Teachers who desire a change in grade and/or subject assignment (or who desire to transfer to another building) shall file a written statement of such desire with the superintendent not later than March 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school to which he/she desires to be transferred (on May 15th and no later than June 1st, the superintendent shall inform each teacher who has filed such a statement of the decision).

3. An involuntary assignment or transfer shall be made only after a meeting between the person involved and the superintendent or his designee, at which time the reasons for the assignment or transfer will be given. The person subject to involuntary assignment or transfer may request a conference, and, upon his request, be accompanied by a representative of LFA.

4. Copies of the tentative master schedule in each school building shall be supplied to LFA before the end of school.

#### ARTICLE 18: PROFESSIONAL IMPROVEMENT AND IN-SERVICE EDUCATION

The parties recognize that in-service education and professional improvement are necessary for a superior school system. Accordingly, it is agreed as follows:

A. All in-service courses shall be taught by either instructors affiliated with an accredited institution of higher learning or any other professional organization approved by the superintendent after consultation with the LFA Administrator Liaison committee.

B. The District shall provide locally a minimum of one (1) elementary and one (1) secondary three (3) credit in-service course (30 clock hours).

C. The number of in-service credit hours for which a teacher may receive credit shall be limited to sixty (60). Nothing contained herein shall in any way be construed to mean that teachers who, as of the effective date of this Agreement, have in excess of sixty (60) credit hours of in-service courses shall not be paid therefore.

#### ARTICLE 19: LESSON PLAN

Recognizing the necessity of adequate teacher lesson planning to insure an optimum instructional program, teachers shall follow the course of study outlined and approved by the State Department of Education, the Board, and the school administrators. Accordingly, each teacher shall prepare lesson plans based upon these curriculums. Guides for at least one full week (Monday through Friday), or for those days schools are in session for any given week, will in addition insure that by the end of the last day of the current week, planning is complete for the next successive school day after said week. These lesson plans shall be available in school for use by substitute teachers.

#### ARTICLE 20: SUMMER EMPLOYMENT, PART-TIME EMPLOYMENT

A. 1. All teaching positions for summer school will be posted on faculty bulletin boards not later than May 10th of each year.

2. All teaching positions for adult education and all positions for federally financed summer programs shall be posted on faculty bulletin boards as soon as practical.

B. The notice of available positions under this article shall contain a job description.

C. Applications must be submitted within seven (7) school days of posting of such notices. Teachers must be notified, in writing, regarding the outcome of such applications as soon as is practical.

D. 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.

E. Teachers of summer school shall be permitted one (1) day of sick leave without loss of pay.

F. Preference for federally financed summer programs and the Adult Education Program shall be given to the Liberty professional staff, unless, in the judgment of the superintendent, more qualified persons are available from outside the District.

G. The decision of the superintendent under D and F above shall be final.

H. Summer employment, part-time employment

2005-06	Summer School	-	\$5639
2006-07	Summer School	-	\$5819
2007-08	Summer School	-	\$6006
2008-09	Summer School	-	\$6198

JULY 1

Per Hour	2005-06	\$34.93
Per Hour	2006-07	\$36.05
Per Hour	2007-08	\$37.20
Per Hour	2008-09	\$38.40

I. Effective the summer of 1991, members of the bargaining unit involved in a full-time, full day program directly teaching children shall be paid on a pro-rata basis reflecting their annual salary. All other members of the bargaining unit, whether having direct daily contact with students or not, shall be paid on the summer school teacher schedule.

J. Any part-time teacher hired after January 1, 1997, who is regularly scheduled for teaching periods shall receive a pro-rata portion of the salary schedule.



## ARTICLE 21: TEACHER ACTING AS A SUBSTITUTE

The District shall be permitted to require a regular teacher to act as a substitute teacher during a preparation period. The District shall, in making any said assignment, ascertain from those teachers who have a preparation period in the needed department (or on the needed level) which teacher desires the assignment, and the District may make said assignment. If more than one teacher desires the assignment, or if no teacher desires the assignment, the District shall make an effort to rotate the teachers and avoid assigning the same teachers for such duty on a continuing basis. In the event a regular teacher is so assigned, he shall receive one-fifth of his daily salary for each period so assigned.

## ARTICLE 22: TAX SHELTERED ANNUITY

The Board upon written request of any teacher will make appropriate salary deductions for the teacher's participation in any of the twelve (12) designated tax sheltered annuity programs.

Provided deductions are made in accordance with the authorization, the teacher shall hold the Board harmless for damages and expenses including legal fees, resulting from any action taken against the Board under this paragraph.

The Employer shall check-off and remits payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the Bargaining Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the Employee to the Employer. The Employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the bargaining agent with a list of all Employees from whose salaries such deductions have been made.

Effective June 30, 2003, the Employer and Association agree to the following:

1. No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated

employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer

Explanation for TRS Categories: Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415,

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC 415, is more advantageous for those members.

shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and

- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the

*Internal Revenue Code.*

3. 403(b) Accounts Employer contributions shall be deposited into one of the District approved Annuity Companies 403(b) account of each recipient employee. Upon the request of the District, OMNI will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the Internal Revenue Code, based upon salary and payroll information provided to the OMNI representative by the District. Upon the request of the District.
4. Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This shall further be subject to the approval of OMNI, which shall review this agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, the designated 403(b) company agrees to provide the Employer with their standard hold harmless agreement where the Employer has selected the participating 403(b) company as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
8. Employer Non-Elective Contribution Equal to Termination Pay The Employer agrees to make a payment computed in accordance with Article 29(E) of the current collective agreement between the District and the Association as an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. This payment shall be in lieu of the Final Year salary adjustment otherwise provided by

such Article 29 (E) The Employer shall make up to the maximum contribution permitted under Section 415(c)(l) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than 60 days, following the employee's severance date.

9. The District's obligations under this Agreement will be administered by OMNI, at no additional cost to the Liberty Faculty Association or its members

#### ARTICLE 23: NO STRIKE

LFA and the Board recognize that strikes and all other forms of work stoppages by the employees covered by this Agreement are contrary to law and public policy. LFA and the Board subscribe to the principle that differences shall be resolved by peaceful, appropriate means without interruption of school program. LFA, on behalf of itself and its members, therefore agrees that there shall not be no strike, work stoppage, or any other refusal to perform work by employees covered by this Agreement, nor shall LFA in any way encourage, instigate, or condone the same.

#### ARTICLE 24: GRIEVANCE PROCEDURE AND ARBITRATION

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

A. Disputes or grievances (defined as a violation of the specific terms of this Agreement) shall be processed as follows:

##### STEP I

An informal conference shall be held between the grievant and his immediate supervisor within three (3) working days of the assertion of the grievance, with the objective of resolving the matter informally.

##### STEP II

If the grievance is not resolved informally at Step I, the aggrieved may submit the grievance to the building principal in writing on the District grievance form( together with all other relevant data) within three (3) working days after the procedure of Step I has been exhausted.

The building principal shall confer with the grievant within three (3) working days of receipt of the written grievance and the relevant data. He shall note his decision on the grievance form, and return the form to the grievant within six (6) working days of said 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 the relevant data) within ten (10) working days of receipt of the Step II decision. The superintendent or his designee shall confer with the grievant within five (5) working days of receipt of the written grievance and the relevant data. The superintendent shall note his decision on the grievance form, and return the form to the grievant within ten (10) working days of the conference.

### STEP IV

If the grievance is not resolved at Step III, the aggrieved may submit the dispute to the Board for decision within ten (10) working days of the Step III decision. The Board shall render its decision within twenty (20) working days of submission.

### STEP V

1. If the LFA is not satisfied with the decision at Step IV, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) working days of the decision at Step IV.

2. Within five (5) working days after such written notice of submission to arbitration, the Board and the LFA will attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) working days, either party may request that an arbitrator be appointed in accordance with the rules of the American Arbitration Association.

3. Any arbitration hereunder shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. The costs of any arbitration shall be borne equally by the LFA and the Board. The arbitrator shall have no power to add, subtract, change or modify any provision of this Agreement and make no decision which requires any act prohibited by law or is in violation of the terms of this Agreement.

B. LFA shall have the right to initiate or appeal a grievance arising hereunder. In the event an individual grieves Steps I through IV hereof, the LFA shall have the right to be present at any stage of the adjustment and express its views thereon. In the event the LFA initiates a grievance, it shall have the right to initiate such grievance at Step II (or Step III, if the nature of the issue is inappropriate for resolution between the grievant and the building principal) provided the written grievance form is submitted.

C. Conferences and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If, in the judgment of the superintendent, conferences or hearings must be held during working hours, persons who participate shall be excused from their assignment without loss of pay. Notwithstanding any of the foregoing, there shall be no interference with the instructional program.

D. A grievance shall be asserted at the first step within twenty (20) working days of the occurrence of the act complained of. Failure to assert a grievance at the first step within twenty (20) working days shall be deemed an abandonment of the grievance. A working day shall be defined as a day in which the teachers are required to report to work during the schoolwork year under Article 8. 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, reduce or extend the specified time limits.

E. The grievant may be represented by LFA at any step of the grievance procedure.

F. 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, which have the force and effect of law, or by any by-law of the Board, or (2) the Board is without authority to act.

G. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against the grievant or any of his representatives (or any other participant in the grievance procedure) by reasons of such grievance or participation therein.

H. No grievance filed by an individual teacher (or by the LFA on behalf of an individual teacher), and no administration or board response to any said grievance at Steps I through IV of the grievance and arbitration machinery set forth above, may be placed in an individual teacher's personnel file, provided that nothing herein shall preclude the District from placing any grievance or grievance document into an individual teacher's personnel file if said grievance or grievance document is part of an administration or board complaint against the individual teacher.

## ARTICLE 25: LEAVES

### A. Sick Leaves

1. The following sick leaves shall be granted each year for personal illness:

- a. 12 days - first year of employment
- b. 13 days - second year of employment
- c. 15 days - third year of employment

In the event a teacher completes his/her probationary period and said teacher is granted tenure, then (on the date the tenure becomes effective) three days shall be added to that teacher's accrued sick leave.

Routine health and dental examinations and other procedures shall not be deemed personal illness. Sick leave may be extended at the discretion of the superintendent for prolonged illness, but without pay. Upon return from extended sick leave, a person shall be assigned to the same position (if available, or, if not available, to the closest equivalent position available). Unused sick leave shall accumulate.

#### B. Sick Leave Bank

1. In the collective bargaining agreement which expired on June 30, 1979, a sick leave bank was created in which each teacher (defined as one who was then currently actively teaching in the District, and not on leave) willing to participate in a sick leave bank submitted to the District a waiver of no more than (1) day of the teacher's sick leave. The sick leave bank, which expired on June 30, 1979, shall continue in full force and effect.

2. All teachers who wish to participate in said sick leave bank shall contribute one (1) day of sick leave within thirty (30) days of the effective date of their employment.

3. Only teachers who contribute to the sick leave bank shall be eligible to receive time from the sick leave bank. Teachers who elect not to join the sick leave bank shall not be eligible to join the sick leave bank until it is renewed pursuant to paragraph 4 below

4. The sick leave bank shall be renewable (only after all days contributed to it have been exhausted) in the following manner: each teacher actively employed in the District and not on leave of absence (or any teacher who is not actively employed because said teacher is currently drawing from the bank) willing to participate in the sick leave bank as renewed shall submit to the District a waiver of no more than one (1) day of the teacher's sick leave within thirty (30) days of the date upon which the sick leave bank is exhausted. Tenured teachers, who, at the time the sick bank shall have been exhausted have no sick leave day to contribute to the sick bank, shall have the right to borrow one (1) day from their future sick leave allotment in order to participate in the sick leave bank.

5. The sick leave bank shall be administered by a committee of two (2) administrators (appointed by the superintendent) and two (2) teachers appointed by the LFA, who shall act upon withdrawals.

6. Withdrawals from the bank shall be limited to teachers who are involved in catastrophic, prolonged, or disabling illnesses or accidents that have exhausted their sick



leave. In no event shall any teacher withdraw from the sick leave bank in excess of one hundred and eighty (180) days for any one covered illness or accident.

7. In the event that the sick bank is exhausted, a non-tenured teacher who had contributed a day to the previous bank may use a personal day to rejoin the bank (if said teacher does not have a sick day). When a non-tenured teacher does not have a personal day, that teacher shall be allowed (up until September 30th of the following school year) to voluntarily use one of the new school year's sick leave days as the day to rejoin the bank.

### C. Personal Leave

1. All teachers are to be granted two (2) days of personal leave per year, which shall be non-cumulative. One of the personal days shall be granted without reason. Personal leave may be granted only for personal business which cannot be transacted except during the teacher's workday. Such leave shall be granted provided the teacher notifies the building principal in writing at least five (5) school days prior to the request, or, in the event of an emergency, as soon as the teacher knows of such emergency.

2. Personal leave shall not be requested for days immediately prior to (or subsequent to) holidays or vacation periods, or days on which the teacher is responsible for specially assigned duties in connection with the operation of school activities. Personal days shall not be used to extend any vacation or holiday period.

3. The LFA and District have agreed to the use of a lottery system to allow those staff members an opportunity to utilize a personal day on the first day of hunting season and yet provide for a continuation of quality education for students. Consequently, any request for personal leave on this date (other than those submitted for purposes of this lottery) shall require full and complete explanation regarding the use of this day.

4. All unused personal leave days shall be converted to accumulated sick leave at the end of each school year.

### D. Bereavement Leave

In the event of a death of the teacher's immediate family, on each occurrence, teachers shall be afforded two (2) days leave, which shall be non-cumulative. This leave for death in the immediate family may be extended an additional three (3) days, but in the event any additional leave is taken, it shall be deducted from sick leave in paragraph A above. Any other bereavement leaves shall be deducted from accumulated sick days.

### E. Child Care Leave

A teacher shall receive childcare leave without pay or increment subject to the following conditions:

1. A teacher wishing to take child care leave under the provisions of this agreement shall notify the superintendent of schools upon learning the approximate date of birth or adoption and before making application for child care leave.

2. Pregnancy shall be considered as any other medical condition and, therefore, a teacher who intends to take childcare leave may continue as long as they are physically able.

3. Written requests made prior to childcare leave as set forth in (1) and (2) above, will be granted on the basis of whole school terms for up to two school terms beyond the term in which the teacher first leaves school. In no event shall such leave last for less than the balance of the term in which the teacher first leaves. Upon application by the teacher (at least 75 calendar days prior to the end of the school terms in which the leave was to have terminated), said leave shall be extended for either one or two additional school terms (at the teacher's option), but only one application under this sentence shall be permitted.

4. It will be incumbent upon a teacher who may be granted child care leave to notify the superintendent of schools in writing two (2) months prior to the termination of said leave of his/her intention to either resume his/her duties in the school system or of his/her desire to discontinue them.

5. Upon return to work the Superintendent of Schools shall attempt (insofar as is possible) to assign the teacher to his/her original or similar position.

6. Teacher's health insurance, at the payment of 100% of the premium by the teacher, may be continued by the teacher on childcare leave.

7. Any leave taken hereunder shall not be counted as service to the District for tenure purposes.

#### F. Jury Duty

Leave shall be granted for involuntary and unexcused jury duty on County, State or Federal juries. An employee will be paid by the District at no time lost.

#### G. Extended Leave of Absence

The superintendent shall approve leaves of absence upon request for tenured teacher (whether or not the tenured teacher is currently working in their tenure area) who have served at least three (3) years in the District as follows:

1. A leave of absence (without pay or increment) for up to two (2) years for any person who joins the Peace Corps.

2. A leave of absence (without pay or increment) to campaign for or serve in public office. Such leave shall be for no less than one semester, and for no more than two years.

3. A leave of absence for up to one year (without pay or increment) for service as an exchange teacher, or for study related to the licensee's field, or to meet eligibility requirements for an additional professional license, or study, research, or other special assignment advantageous to the school system, provided, however, this provision shall have no applicability whatsoever to a teacher holding a provisional certificate. At the discretion of the Superintendent, upon return, such teacher may be afforded his normal increments.

4. Teachers intending on taking extended leaves of absence under this article shall notify the District at least 120 calendar days, sixty (60) calendar days in the case of public office, prior to the end of the school term in which the leave is to commence. Once notification under this paragraph is given, said teacher shall not be entitled to teach in the District during the next full term subsequent to said notice, unless an open position in which he/she is tenured and certified exists.

5. Upon return to work, the superintendent shall attempt (insofar as is possible) to assign the teacher to his original or similar position.

6. Teacher's health insurance, at the payment of 100% of the premium for both individual and dependent coverage by the teacher, may be continued by the teacher on extended leave.

H. Leaves may be granted to full-time, part-time, or temporary teachers by the superintendent at his discretion.

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

#### J. Visitation

In order to allow teachers an opportunity to acquaint themselves with outstanding examples of educational projects or facilities, upon the recommendation of the principal (and approval of the superintendent), one visiting day per school year for educational purposes may be granted to any teacher. Prior approval of such leave is necessary and is granted for the sole purpose intended. Transportation (if any) and reasonable meal expenses shall be borne by the District.

## ARTICLE 26: SUMMER SABBATICAL LEAVE

A. The sole objective of the summer sabbatical leave shall be to improve the teaching and strengthen the educational program provided by the School District. A summer sabbatical leave shall be a leave which does not fall within the Teacher Work Year (as defined in Article 8 above).

B. No teacher shall be eligible for a summer sabbatical leave unless they have been in the service of the school system for at least seven consecutive years immediately preceding the year for which summer sabbatical leave is requested. In addition, the applicant must be of such an age that he or she can agree to return to the system for least two years and be eligible for at least an additional two years of service before retirement.

C. No more than three (3) members of the staff shall be permitted on a summer sabbatical leave. Each member on summer sabbatical shall receive a flat grant therefor in an amount up to but not in excess of \$2,999 effective July 1, 2005; effective July 1, 2006, not in excess of \$3,095; effective July 1, 2007, not in excess of \$3,194; effective July 1, 2008, not in excess of \$3,296. No additional compensation, remuneration, or fringe benefit of any kind or nature shall be payable either to, or on behalf of, said staff member.

D. A model application (copy attached as Appendix D) has been developed by the parties in accordance with the following principles:

1. Summer Sabbatical Leaves shall be granted for study, research, or writing. Travel connected with study, research, or writing shall be permitted.

2. The applications shall require specific information with respect to study, such as the type, level, pattern, number of credit courses, etc., with respect to travel, such as to the type, amount, and value. All such information must be related to the present or prospective position of the staff member of this school system.

3. The proposed leave shall have demonstrable value to the school system in its contribution to the professional staff member in his or her present or prospective position.

E. Applications shall be submitted by May 1st to a Joint Committee of two members appointed by the superintendent and two members by the LFA. The Joint Committee shall review applications (and recommend to the superintendent prior to May 15), which shall be granted, what stipend each shall have, and also rank all applications in order of preference.

F. The superintendent shall have the sole power to decide whether to grant any of up to three such summer sabbatical leaves, and his/her decision thereon shall be final. He/she shall render his/her decision by May 15th.

G. Any teacher who is granted a summer sabbatical leave will be legally obligated to return to the system for a minimum of two years, or to repay the District any money received hereunder.

H. The teacher returning from summer sabbatical shall submit a report to the superintendent and the committee (in writing) as to the work carried on, its value to the individual, and its value to the school system.

I. Payment for summer sabbaticals granted in one fiscal year shall be paid in the subsequent school year on July 15, July 30, and August 15. The sole exception to this process shall be for those monies necessary for graduate college courses and expenses directly related to college courses, which shall be paid directly to the college of attendance upon receipt of invoice. **Model Form – Appendix G**

#### ARTICLE 27: ENROLLMENT OF TEACHER'S CHILDREN

Teachers shall be entitled to enroll their children in the schools of the District (at no cost to the teacher) in regular academic classes, provided that sufficient space exists and the additional students do not create disparate student distributions.

Initial acceptance as a student of the District provides for continuing enrollment.

#### ARTICLE 28: BOARD AND DISTRICT POLICIES, PRACTICES AND REGULATIONS

A. All Board and District policies, practices and regulations currently in effect (and hereafter adopted), which are not expressly supplanted by the terms of this Agreement, shall continue in effect. If any Board or District policy, practice, or regulation is inconsistent with the express terms of this Agreement, the terms of this Agreement shall control to the extent inconsistent.

B. Nothing contained in this Agreement shall be construed as obligating the Board or LFA to bargain with respect to anything treated herein, or, which at the time of negotiations, could have been treated but was not.

ARTICLE 29: SALARIES

A. Subject to paragraphs below, the following salary schedule shall apply.

Step	7/1/2005	7/1/2006	7/01/2007	7/01/2008
1	35,965	37,044	38,155	39,300
2	39,234	40,411	41,624	42,872
3	44,469	45,803	47,177	48,593
4	45,774	47,147	48,562	50,019
5	47,023	48,434	49,887	51,383
6	48,275	49,723	51,215	52,751
7	49,804	51,298	52,837	54,422
8	51,264	52,802	54,386	56,018
9	52,672	54,252	55,879	57,556
10	54,256	55,883	57,560	59,287
11	55,750	57,423	59,146	60,920
12	57,244	58,961	60,730	62,552
*13	62,274	64,142	66,066	68,048
14	67,816	69,850	71,946	74,104
*Top BA	4,047	4,169	4,294	4,423
Masters	1,348	1,391	1,435	1,481
Doctoral	3,164	3,265	3,370	3,478

Salary Schedule – Faculty members hired after to July 1, 2007

	2007-08	2008-09
1	\$39,300	\$40,479
2	\$41,300	\$42,539
3	\$43,300	\$44,599
4	\$45,300	\$46,659
5	\$47,300	\$48,719
6	\$49,300	\$50,779
7	\$51,300	\$52,839
8	\$53,300	\$54,899
9	\$55,300	\$56,959
10	\$57,300	\$59,019
11	\$59,300	\$61,079
12	\$61,300	\$63,139
13	\$63,300	\$65,199
14	\$65,300	\$67,259
15	\$67,300	\$69,319
16	\$69,300	\$71,379
17	\$71,946	\$74,104

**Master’s and Doctoral stipends same as above salary schedule.**

1. Credits earned after 6/30/87 will be paid in blocks of three graduate credits (or three in-service credits).

2. For the duration of the current collective bargaining agreement between the District and LFA, the maximum number of post-Bachelors semester credit hours for which a teacher may receive compensation shall be limited to 198 credit hours.

3. With the exception of current staff, no teacher shall receive payment for post master’s credits unless they are approved by the superintendent of schools in advance of commencement of the course by the teacher. Such approval may be granted, provided the credits are related to the teacher's teaching area (or to another area of certification). Approval forms are available in the superintendent's office.

B. For the purposes of salary only, a tenured teacher who is promoted (or transferred to a new teacher tenure area) shall remain on the tenure salary schedule.

C. If (in the opinion of the administration) a teacher's service has been unsatisfactory, all increments shall be withheld upon written notification to the teacher of his/her deficiency, provided he/she has been given a three month period in which to rectify it. At the end of this three-month period, the teacher shall be notified whether or not he/she

has corrected the deficiency. If the correction has been made, the teacher's eligibility for increments shall continue. If the deficiency has not been corrected, the increment shall be withheld and proper disciplinary action shall be taken.

#### D. CONTINUING EDUCATION CREDITS

In-service credits: Payment for in-service credits shall be made for credits in blocks of three (3) as follows:

##### JULY 1

<b>2005-06 - \$212.00</b>	<b>for each block of three (3) credits</b>
<b>2006-07 - \$219.00</b>	<b>for each block of three (3) credits</b>
<b>2007-08 - \$226.00</b>	<b>for each block of three (3) credits</b>
<b>2008-09 - \$233.00</b>	<b>for each block of three (3) credits</b>

Graduate credits: Payment for graduate credits shall be made for credits in blocks of three (3) as follows:

##### JULY 1

<b>2005-06 - \$240.00</b>	<b>for each block of three (3) credits</b>
<b>2006-07 - \$248.00</b>	<b>for each block of three (3) credits</b>
<b>2007-08 - \$256.00</b>	<b>for each block of three (3) credits</b>
<b>2008-09 - \$264.00</b>	<b>for each block of three (3) credits</b>

Upon completion of the 30<sup>th</sup>, 60<sup>th</sup>, and 90<sup>th</sup> credits as applicable, an additional stipend shall be paid each year as follows:

##### JULY 1

<b>2005-06 - \$158.00</b>
<b>2006-07 - \$163.00</b>
<b>2007-08 - \$168.00</b>
<b>2008-09 - \$174.00</b>

In-service and graduate credits may be combined to provide for blocks of 30, 60, or 90.



## E. FINAL YEAR SALARY ADJUSTMENT

In the event a member of the professional staff with ten (10) or more years of service in the District submits his resignation to the Superintendent in writing prior to January 15, then his final yearly salary for his year of retirement shall be increased for each accumulated sick day:

	<b>First 200 days</b>	<b>201-250 days</b>	<b>over 250 days</b>
	<b>Effective JULY 1</b>	<b>Effective JULY 1</b>	<b>Effective JULY 1</b>
<b>2005-06</b>	<b>\$107.00</b>	<b>\$121.00</b>	<b>\$136.00</b>
<b>2006-07</b>	<b>\$111.00</b>	<b>\$125.00</b>	<b>\$141.00</b>
<b>2007-08</b>	<b>\$114.00</b>	<b>\$129.00</b>	<b>\$145.00</b>
<b>2008-09</b>	<b>\$118.00</b>	<b>\$133.00</b>	<b>\$150.00</b>

1. Employees who have accumulated more than 350 days, shall not receive a benefit worth more than 450 days;
2. Employees who have accumulated more than 300 days, but less than 351 days shall not receive a benefit worth more than 400 days;
3. Employees who have accumulated more than 250 days, but less than 301 days shall not receive a benefit worth more than 350 days;
4. Employees who have accumulated more than 200 days, but less than 251 days shall not receive a benefit worth more than 300 days;
5. Employees who have accumulated less than 201 days shall not receive a benefit worth more than 250 days;
6. All employees hired after June 30, 2003 shall not receive a benefit more than 200 days.

F. HOMEBOUND TEACHER

Homebound teachers shall receive the rates below:

JULY 1	
2005-06	- \$34.93/hour
2006-07	- \$36.05/hour
2007-08	- \$37.20/hour
2008-09	- \$38.40/hour

G. LONGEVITY

All Bargaining Unit Members in their 17th, 20<sup>th</sup>, 25th, and 30th year of teaching in a public school district shall be eligible.

	In The 17th Year JULY 1	In The 20th Year JULY 1	In The 25th Year JULY 1	In The 30th Year JULY 1
2005-06		\$3,347.00	\$2,381.00	
2006-07	\$ 534.00	3,454.00	2,457.00	\$5,000.00
2007-08	1,130.00	3,565.00	2,536.00	5,160.00
2008-09	1,789.00	3,679.00	2,617.00	5,325.00

H. REGISTERED NURSE SCHEDULE

	2005-06 July 1	2006-07	2007-08	2008-09
Step 1	33,053	34,375	35,750	37,180
Step 2	35,060	36,462	37,920	39,437
Step 3	36,800	38,272	39,803	41,395
Step 4	38,005	39,525	41,106	42,750
Step 5	41,893	43,569	45,312	47,124

In-service credit shall be granted to school nurses for those courses germane to the health profession, or courses recommended by central administration.

## ARTICLE 30: HEALTH AND DENTAL INSURANCE

A1. Beginning July 1, 2001, the Board of Education shall pay 95% of the cost of the DEHIC ALT PPO (or Plan II, solely at the option of the unit member) for the teacher and for the teacher's dependents.

A2. Upon request of the District, the LFA shall meet with the District to discuss alternate health plans. A committee of six (6) shall be formed consisting of three (3) representatives selected by the LFA, and three (3) District representatives to research and study the alternate plan(s). The committee shall report to the LFA in a general meeting. Immediately after this presentation of the committee, a vote by secret ballot will be held and the outcome will be determined by a simple plurality. No change in the existing plan shall occur without the affirmative vote of the LFA. The District shall also provide the opportunity for unit members to enroll in a health maintenance organization (HMO). The premium for such membership may not exceed the premium paid for coverage under the health insurance plan.

### B. Health Insurance Buy-Out

1. Effective July 1, 1991, unit members who are otherwise health insured may opt-out of the District's health insurance program. Applications should be forwarded to the School Business Official and teachers must apply on a yearly basis in order to receive payments. The application deadline shall be June 1st (for opting out as of July 1<sup>st</sup>).

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

3. New hires may opt-out to receive this benefit on a prorated basis, provided that an application and proof of other health insurance is furnished to the assistant superintendent for business within thirty (30) calendar days of starting work.

4. Payment will be made at the end of each quarter. If an employee re-enters the health plan during the quarter, the buyout will be prorated accordingly.

5. The District will pay 50% of the cost of the retiree's individual health insurance. In addition, the District will pay 35% of the difference between the individual and family plan if a retiree chooses family coverage.

6. Effective July 1, 1996, there will be a mandatory health insurance buyout a) spouses covered by the Liberty Central School District; and b) spouses covered by DEHIC ALT PPO Health Plan in another district.

7. Members of the bargaining unit who withdraw from the District's health insurance plan during the life of this Agreement shall receive as shown below:

Family Plan		Individual Plan	
Effective 7/1/05	\$2,711.00	Effective 7/1/05 -	\$1,355.00
Effective 7/1/06	2,798.00	Effective 7/1/06	1,399.00
Effective 7/1/07	2,888.00	Effective 7/1/07	1,444.00
Effective 7/1/08	2,980.00	Effective 7/1/08	1,490.00

Should an employee remain uncovered for a period of time which is less than twelve (12) months, he/she shall receive a pro-rata portion of the buyout amount. Buyout payments shall be made quarterly. Nothing contained herein shall preclude a member from re-entering the plan within the twelve-(12) month period.

8. Retirees who provide proof of other health insurance coverage will be eligible for the health insurance buyout. Once a retiree opts for the health insurance buyout, they will only be allowed to re-enter the LCSD health insurance plan if the DEHIC plan or current health plan allows reentry of retirees.

Effective 7/1/05 -	\$2,000.00
Effective 7/1/06	2,000.00
Effective 7/1/07	2,064.00
Effective 7/1/08	2,130.00

C. The District shall make the following contributions to a benefit trust in lieu of any dental fund contributions:

2005-06	\$835.00
2006-07	880.00
2007-08	925.00
2008-09	970.00

D. Payments due for Benefit Trust Fund – July – 50%, October – 25%, February- 25%

#### ARTICLE 31: PAYROLL SAVINGS PLAN

The Board shall make available a payroll deduction savings plan (savings and/or savings bonds), to be handled by one lending institution, chosen by LFA in the Liberty area. The Board shall also make available payroll deduction for credit union payments.

Provided deductions are made in accordance with the authorization, teachers shall hold the Board harmless for any damages and expenses (including legal fees) resulting from any action taken against the Board under this paragraph.

Each teacher who wishes to participate in said plan(s) shall file with the District an authorization form approved by the District by September 15 or February 15 of each school year, which approval shall not be unreasonably withheld. Said authorization shall be revocable at the will of the teacher.

#### ARTICLE 32: FLEXIBLE SPENDING PLAN

The District shall establish, in concert with the LFA, a flexible-spending plan in accordance with Section 125 of the IRS Code.

#### ARTICLE 33: JOB SECURITY

A. No teacher employed in the District on (or after) the first day of school in any school year shall be laid off during that year.

B. Nothing contained in paragraph A of this Article (or any other section of this Article) shall in any way limit the District's right under law to discharge or dismiss a teacher, it being specifically understood that Paragraph A applies to a layoff only.

C. Any teacher excessed in accordance with education law shall be given at least sixty (60) calendar days written notice prior to the end of the school term of such excessing, and, if the teacher is not so notified, the teacher shall be paid his/her normal rate of pay for each day not properly notified (together with any pay the teacher may otherwise be entitled to receive).

D. Any teacher excessed shall be given priority for per diem substitution work in the area of their certification for a maximum period of four years. Such assignments shall be based on seniority, which shall be defined as the total years of service in the District. Teachers given substitute work under this Paragraph shall be paid the then prevailing per diem substitute rate.

#### ARTICLE 34: MILEAGE – THE CURRENT IRS RATE

In the event a teacher is specifically required and authorized to use his/her own vehicle for school business, he/she shall be compensated at the IRS rate established by July 1<sup>st</sup>, of each school year.

**ARTICLE 35: EXTRACURRICULAR AND OTHER COMPENSATION**

A. It is recognized that the District shall make every effort to provide necessary coaches for the interscholastic programs and further that the same individual shall not be assigned two coaching positions at the same time period.

B. The following pay schedule for Directors and Department Heads shall apply:

<b>Directors</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Curr. Facil.	2,586	2,669	2,754	2,842
ELA	2,586	2,669	2,754	2,842
Music K-12	2,586	2,669	2,754	2,842
Guidance	2,782	2,871	2,963	3,058
Interschool. Athletics	2,782	2,871	2,963	3,058
Reading K-6	2,179	2,249	2,321	2,395
Health K-12	1,541	1,590	1,641	1,694
Art K-12	1,541	1,590	1,641	1,694
Physical Ed.	1,541	1,590	1,641	1,694

<b>Dept. Heads*</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
	\$638/tchr	\$658/tchr	\$679/tchr	\$700/tchr
Business				
English				
Foreign Lang.				
Home & Career Skills				
Phys. Ed.				
Math				
Science				
Social Studies				
Technology				

\*Department Heads shall be paid only for teachers in their building.

<b>Grade Level Facilitators</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
	\$1,111	\$1,147	\$1,184	\$1,222

At the completion of the seventh and tenth year of responsibility in the extracurricular activities, additional stipends will be added accordingly:

2005-06	\$203
2006-07	\$210
2007-08	\$217
2008-09	\$224

C. The District shall have the right to create positions of assistant coaches at 70% differential, and of modified program coaches at 60% differential. These will be rounded off to the nearest dollar.

D. Teacher participation in extracurricular activities shall be voluntary.

**CO-CURRICULAR AND EXTRA-EXCURRICULAR SCHEDULE**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b><u>Group I</u></b>			
2005-06	2,780	2,892	3,011
2006-07	2,869	2,985	3,107
2007-08	2,961	3,081	3,206
2008-09	3,056	3,180	3,309

Yearbook  
Tutor Program Coordinator  
Webmaster

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b><u>Group II</u></b>			
2005-06	1,539	1,602	1,668
2006-07	1,588	1,653	1,721
2007-08	1,639	1,706	1,776
2008-09	1,691	1,761	1,833

Public Relations  
Elementary AV  
District Newsletter  
Central Treasurer  
High and Wide Advisor  
Forensics-Speech  
Forensics-Debate  
Jr/Sr High School AV  
Drama Director (Musical)  
Student Council  
Middle School Yearbook  
Homework Help - Middle School

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b><u>Group III</u></b>			
2005-06	1,027	1,069	1,111
2006-07	1,060	1,103	1,147
2007-08	1,094	1,138	1,184
2008-09	1,129	1,174	1,222

Athletic Treasurer  
Color Guard  
Allusions - Artistic  
Allusions - Literary  
Comment  
Gifted & Talented Drama Director (non-musical)  
Senior Class Advisor - Head  
Science Olympiad (split stipend)  
Computer Lab Facilitator  
District Planning Team (Includes BPT Stipend)



Tutoring Program Asst.

<u>Group IV</u>	Step 1	Step 2	Step 3
2005-06	855	892	924
2006-07	882	921	953
2007-08	910	950	984
2008-09	939	980	1,015

Senior Class Advisor (Asst.)  
 Comptroller  
 Public Relations - Elem.  
 Sophomore Class Advisor  
 Marching/Pep Band  
 Junior Class Advisor  
 Drama-Set Director  
 Drama-Music Director  
 Future Business Leaders Assoc.  
 SADD  
 Athletes Against Substance Abuse  
 TEAM '89  
 Building Planning Team Members  
 Elementary Music Ensemble  
 SCIL  
 Select Chorus  
 Teacher Mentor  
 Middle School Art Club  
 Middle School Student Council  
 Middle School Chess Club  
 Middle School Science Olympiad  
 Elementary Chorus  
 Math Counts  
 Math League

<u>Group V</u>	Step 1	Step 2	Step 3
2005-06	684	719	754
2006-07	706	742	778
2007-08	729	766	803
2008-09	752	791	829

Junior Honor Society  
 Honor Society  
 Junior Great Books (2 semesters)  
 Dance Band

**ATHLETICS**

**Group I**

2005-06	3,509	3,731	3,954
2006-07	3,621	3,850	4,181
2007-08	3,737	3,973	4,211
2008-09	3,857	4,100	4,345

Football

**Group II**

2005-06	3,165	3,389	3,545
2006-07	3,266	3,497	3,658
2007-08	3,371	3,609	3,775
2008-09	3,479	3,725	3,896

Basketball

Wrestling

\*Indoor Track - Boys and Girls (When single coach)

**Group III**

2005-06	2,549	2,737	2,927
2006-07	2,631	2,824	3,021
2007-08	2,715	2,915	3,118
2008-06	2,802	3,008	3,218

Soccer - Boys & Girls

Baseball

Softball

Girls Track

Boys Track

\*Indoor Track - Boys & Girls (When 2 Coaches)

**Group IV**

2005-06	1,625	1,815	2,003
2006-07	1,677	1,873	2,067
2007-08	1,731	1,933	2,133
2008-09	1,786	1,995	2,201

Cross Country

Volleyball

Tennis-Boys & Girls

Cross County Skiing

Down Hill Skiing

Cheerleading Basketball

Cheerleading Football 70% of Basketball Stipend

Fitness Room Supervisor

**Group V**

	Step 1	Step 2	Step 3
2005-06	1,403	1,576	1,764
2006-07	1,448	1,626	1,820
2007-08	1,494	1,678	1,878
2008-09	1,542	1,732	1,938

Golf

Intramurals (split stipend)

Intramural Cross Country

**Group VI**

2005-06	384	412	437
2006-07	396	425	451
2007-08	409	439	465
2008-09	422	453	480

Competitive Cheerleading (minimum 3 competitions)

**Asst. or JV Coaches @ 70% of Head Coach**

**Modified @ 60% of Head Coach**

Rounded to the nearest dollar.

## ARTICLE 36: LONG TERM SUBSTITUTES

1. An "itinerant substitute," as used below, shall not be considered a member of the Liberty Faculty Association bargaining unit, and shall be paid such compensation as the District shall deem appropriate. A "permanent substitute," as used below, shall be considered a member of the Liberty Faculty Association bargaining unit, except that, unlike a regularly appointed teacher, he/she shall accrue sick leave at the rate of one day per month of anticipated employment credited at the first day of permanent substitute employment, and receive one personal day (if the anticipated employment) is five [5] months or less, and two [2] days if the anticipated employment is more than five [5] months in any year). However, if such a permanent substitute leaves the District prior to the expiration of his/her anticipated employment (without extenuating medical reasons), and has used more than the equivalent of one sick day per month of actual employment, he/she shall be obligated to return to the District the amount of money representing the days used in excess of one day per month (such amount shall be deducted from the substitute's final pay check). A "regular teacher," as used below, shall mean a teacher (other than a permanent substitute) who is a member of the Liberty Faculty Association bargaining unit.

2. Regular teacher on leave of absence without pay. If a regular teacher is granted a leave of absence without pay for more than twenty [20] teaching days by the District, the substitute teacher hired as a replacement shall be deemed a permanent substitute beginning on the first day of substitute employment. (If the leave of absence granted without pay is for twenty [20] teaching days or less, the substitute teacher hired as a replacement shall be deemed an itinerant substitute.)

3. Regular teacher on sick leave with pay. If a regular teacher is granted sick leave with pay by the District, the substitute teacher hired as a replacement shall be deemed an itinerant substitute, provided that, if the substitute remains in the position for twenty-one (21) teaching days he or she shall be deemed a permanent substitute beginning on the twenty-first teaching day. Such a permanent substitute shall be credited one sick day for each month of anticipated employment commencing on the twenty-first teaching day, provided, however, that if the anticipated length of employment is unknown, said employee shall accrue one sick day after twenty-one (21) teaching days, (plus one additional sick day after each subsequent calendar month of service).

4. Regular teacher on sick leave with pay immediately followed by leave of absence without pay. If a regular teacher is granted sick leave with pay by the District, and if, at the time such period of sick leave is granted the teacher submits a request for a leave of absence without pay to follow the period of sick leave with pay (for example, where a pregnant teacher uses sick leave during her period of disability, and thereafter, takes a leave of absence without pay for the purpose of childrearing), the substitute teacher hired as a replacement shall be deemed an itinerant substitute during the period in which the regular teacher is on sick leave with pay (or for the twenty [20] teaching days, whichever is

less). Thereafter, the substitute shall be deemed a permanent substitute, and shall also receive (for each teaching day served as an itinerant substitute), the difference between the itinerant substitute daily rate and his or her daily rate as a permanent substitute. On the day that the substitute becomes a permanent substitute, he or she shall accrue sick leave and personal leave as provided in paragraph 1 above.

5. A permanent substitute who does not perform all the services required during a month shall be reimbursed at the rate of one two-hundredths (1/200) of his/her annual salary for each day he/she works, if the employee provides services for half or less of the working days of the month. If the permanent substitute works more than half the required working days in a given month, a deduction of one two-hundredths (1/200) of his/her annual salary should be made for each of the days of unauthorized absence.

A permanent substitute shall receive 1/10 of his/her annual salary for each full month of service.

### DURATION

This contract shall be effective July 1, 2005 and shall expire June 30, 2009.

LIBERTY FACULTY  
ASSOCIATION

LIBERTY CENTRAL SCHOOL  
DISTRICT

\_\_\_\_\_  
Timothy Hamblin

\_\_\_\_\_  
Edward V. Rhine

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

LIBERTY BOARD  
PRESIDENT

\_\_\_\_\_  
David Burke

DATED: \_\_\_\_\_

# **APPENDIX**

Appendix A: Rating Scale

Appendix B: Pre-Observation Conference Form

Appendix C: Summary Evaluation Report

Appendix D: Portfolio Summary Form

Appendix E: Evaluation Form for Alternate Option

Appendix F: Teacher Improvement Plan

LIBERTY CENTRAL SCHOOL DISTRICT'S  
RATING SCALE EVALUATION FORM FOR INSTRUCTIONAL PERSONNEL

TEACHER:

DATE OF EVALUATION:

EVALUATOR:

SCHOOL BUILDING:

CONFERENCE DATE:

CLASS/SUBJECT OBSERVED:

STATUS:        \_\_\_ Probationary        \_\_\_ Tenured        \_\_\_ Other

Rating Key: P=Proficient    S=Satisfactory    N=Needs Improvement  
N/A=Not Applicable  
(A rating of "N" requires a statement as to the reason.)

CONTENT KNOWLEDGE

	P	S	N	NA
1. The teacher demonstrates knowledge in the subject area.				
2. The teacher implements the curriculum using the appropriate district curriculum and state framework.				
3. The teacher demonstrates an ability to evaluate the curriculum and make appropriate recommendations for needed changes within the classroom, the building or the district.				
4. The teacher develops or revises curriculum as a continuing project during the school year and/or as a summer project.				

PREPARATION

	P	S	N	NA
5. The teacher communicates expectations clearly.				
6. The teacher paces activities appropriately. The teacher adjusts rate of activity to match the level and rate of student understanding as observed by student involvement and/or student responses.				
7. Arrangement of the environment is conducive to learning and meeting the instructional objectives.				

INSTRUCTIONAL DELIVERY

	P	S	N	NA
8. The teacher communicates with learners.	XXXX	XXXX	XXXX	XXXX
a. The teacher speaks clearly and is articulate.				
b. The teacher can be heard and understood by students.				
c. The teacher gives directions and explanations related to lesson content.				
d. The teacher uses responses and questions from learners in teaching.				
9. The teacher keeps the focus of the class on the learning task.				
10. The teacher reinforces and encourages learner involvement in instruction.				
11. The teacher uses instructional time efficiently.				
12. The teacher provides feedback to the students.				
13. The teacher ensures that there is a match between the materials used, the instructional objectives, and the tasks engaging students.				
14. The teacher uses instructional equipment and other instructional aids appropriate to students' needs.				
15. The teacher uses appropriate questioning techniques.				
16. The teacher utilizes strategies which involve students in higher levels of thinking.				
17. The teacher provides students with opportunities to practice new knowledge and/or skills.				

CLASSROOM MANAGEMENT

	P	S	N	NA
18. The teacher established clear and concise rules for students.				
19. The teacher establishes and maintains order so that planned activities can proceed and adopts techniques which are aimed at keeping students interested and involved.				
20. The teacher is working towards				



establishing an atmosphere that will encourage a respect for property, for the teachers, and for other students.				
21. The teacher establishes an atmosphere of mutual respect with students and maintains lines of communication.				
22. The teacher manages disruptive behavior.				

STUDENT DEVELOPMENT / APPRECIATION OF DIVERSITY / STRATEGIES

	P	S	N	NA
23. The teacher reinforces and encourages learner involvement in instruction.				
24. The teacher maximizes student involvement. The teacher makes learning an active rather than a passive experience by attempting to maximize the involvement of each student in the lesson.				
25. The teacher gains the attention of students prior to presenting information.				
26. The teacher helps learners to recognize the purpose and importance of topics or activities.				
27. The teacher uses varied approaches to learning.				

STUDENT ASSESSMENT

	P	S	N	NA
28. The teacher evaluates instruction. The teacher has evidence of the degree to which objectives are being met and, when necessary, makes adjustment to accomplish the objectives.				
29. The teacher checks for understanding of new knowledge and/or skills.				
30. The teacher maintains information on student progress and maintains appropriate records.				

COLLABORATIVE RELATIONSHIPS

	P	S	N	NA
31. The teacher follows professional practices in working with and communicating with students. Parents and colleagues.				

32. The teacher participates on school or district-level committees.				
33. The teacher recognizes, accepts, and acts according to principles of confidentiality in dealing with information related to students, parents, and colleagues.				
34. The teacher utilizes appropriate channels for reporting concerns.				

REFLECTIVE AND RESPONSIVE PRACTICE

35. The teacher pursues advanced degrees, takes in-service courses, and attended conferences and workshops related to his/her school assignment.				
36. The teacher accepts constructive criticism and acts on recommendations.				
37. The teacher displays personal characteristics which enhance the quality of his/her work. These include accuracy, thoroughness, consistency, reliability, punctuality, and attendance.				
38. The teacher accurately assesses the lesson's effectiveness and the extent to which the lesson's objectives were achieved.				

COMMENTS:

**Appendix B**

LIBERTY CENTRAL SCHOOL DISTRICT  
Pre-Observation Conference Form

Teacher \_\_\_\_\_

Observer \_\_\_\_\_

Subject/Grade To Be Observed \_\_\_\_\_

Date \_\_\_\_\_

Please complete the following information and return to the observer as indicated: 1) for planned observations, at least two days prior to the observation, 2) in the case of the first evaluation of the year for an untenured teacher, two days before the pre-observation conference, or 3) for unannounced observations, within 24-hours after the observation.

1. What are your objectives for this lesson?
  
2. Where are you in the subject (unit, lesson, etc.)?
  
3. What teaching/learning activities will be observed? Which of the eight criteria above will you be focusing on during this lesson? (*Probationary teachers should demonstrate all eight criteria over the course of the three observations.*)
  
4. What skills, attitudes, knowledge and Learning Standards will be taught? What are your students going to get out of the lesson?
  
5. What instructional strategies will you use?
  
6. How will you assess student learning

7. What special characteristics of the students/class should be noted?

8. Is there anything else I should know?

Please use the back of the sheet if more room is needed.

LIBERTY CENTRAL SCHOOL DISTRICT  
Summary Evaluation Report – Non-Tenured

Teacher \_\_\_\_\_  
Grade/Subject \_\_\_\_\_ Year \_\_\_\_\_

Attendance:

As of (date):	Personal	Sick	Conf.	Other

Summary of Performance: (Check appropriate column.)

	Needs Improvement	Satisfactory	Proficient
1.Content knowledge			
2.Preparation			
3.Instructional delivery			
4.Classroom management			
5.Knowledge of student development			
6.Student assessment			
7.Collaborative relationships			
8.Reflective and responsive practice			

Evaluator’s Comments / Suggestions:

Teacher Comments:

Conclusion: \_\_\_ Renew Probationary Agreement–Making Progress Toward Tenure  
 \_\_\_ Renew Probationary Agreement – Possible Difficulty with Tenure\_\_\_\_  
 \_\_\_ Do Not Renew Probationary Agreement  
 \_\_\_ Recommend for Tenure

Evaluator’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher’s Signature \_\_\_\_\_ Date \_\_\_\_\_

### PORTFOLIO SUMMARY FORM

See LFA Contract, Article 14, for specific requirements.

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Administrator \_\_\_\_\_ Date \_\_\_\_\_

Objective(s) Based on the APPR Criteria:

Evidence To Be Included:

Checkpoint Conference Dates:

1. Second Quarter Date: \_\_\_\_\_  
Summary of Conference:

2. Third Quarter Date: \_\_\_\_\_  
Summary of Conference:

Completed portfolios must be given to your administrator by May 15.

**LIBERTY CENTRAL SCHOOL DISTRICT**  
**ANNUAL EVALUATION FORM FOR ALTERNATE OPTION**

Teacher \_\_\_\_\_  
Date \_\_\_\_\_

Directions: Goals must have a direct impact on job performance and impact student performance and learning. Each teacher must set a minimum of two goals each year from different components. One plan of action may be used to show evidence that multiple objectives were met.

Choice of Alternate  
Project \_\_\_\_\_

APPR Components Addressed (minimum of two):

- \_\_\_\_\_ Content Knowledge
- \_\_\_\_\_ Preparation
- \_\_\_\_\_ Instructional Delivery
- \_\_\_\_\_ Classroom Management
- \_\_\_\_\_ Student Development
- \_\_\_\_\_ Student Assessment
- \_\_\_\_\_ Collaboration
- \_\_\_\_\_ Reflective and Responsive Practices

Reason for choice of project and components:

Goals for Project:

Activities and Timelines:

Criteria for Measurement of Progress (Must include at least one component designed to measure student progress.)

Documentation to Be: Presented upon Completion of the Project:

Dates for Informal Status Checks:

End-of-the-Year Administrative Comment:

Teacher comments may be attached. The project must be completed by May 15<sup>th</sup> and an end-of-the year conference held with the evaluator by June 15<sup>th</sup>.

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

Teacher: \_\_\_\_\_ Date \_\_\_\_\_



**LIBERTY CENTRAL SCHOOL DISTRICT TEACHER IMPROVEMENT PLAN**

Teacher \_\_\_\_\_  
Grade/Subject \_\_\_\_\_

Evaluator \_\_\_\_\_  
Date \_\_\_\_\_

The goal of the Teacher Improvement Plan is to provide support through communication, discussion, and collaboration in the area(s) of significant concern. The administrator and teacher will jointly determine the strategies to be undertaken to correct the deficiencies. It is agreed that the primary responsibility for correcting deficiencies is the teacher's. The administrator and teacher will agree on a mutual timeline to improve any noted deficiencies

List areas needing improvement as shown on the District's Rating Scale. If there are several, indicate the priority order for addressing them.

Describe the strategies that will be used to address the above areas needing improvement.

List resources that will be utilized.

Create a timeline to address needs.

Date for next observation

Evaluator's Signature \_\_\_\_\_  
Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_  
Date \_\_\_\_\_

**Appendix G**

**MODEL APPLICATION FORM**

**SABBATICAL**

**NAME:** \_\_\_\_\_ **SOCIAL SECURITY # :** \_\_\_\_\_

**DATE SUBMITTED:** \_\_\_\_\_ **PHONE NUMBER:** \_\_\_\_\_

**POSITION IN DISTRICT:** \_\_\_\_\_

**YEARS OF SERVICE:** \_\_\_\_\_ **HAVE YOU EVER HAD A SABBATICAL? YES\_NO\_**

**IF SO, WHEN:** \_\_\_\_\_

-----  
**INSTRUCTION FOR APPLYING**

1. Form should be made in triplicate as soon as possible, prior to May 1<sup>st</sup>.
2. Develop a proposal which incorporates the following guidelines:
  - a. Nature of the Sabbatical
    1. Study
    2. Travel
    3. Writing
3. Procedures of implementation
  - a.
  - b.
  - c.
  - d.
4. Value to the District (rationale)
5. Spell out cost in detail
  - a. Coursework
  - b. Travel
  - c. Meals and lodging
  - d. Books

Other

**6. Plans or Summary Evaluation submitted by October 15<sup>th</sup> of the following year.**

**NOTE: Develop proposal consistent with guidelines included in the Administrative Procedures.**

